

MALABAR CANCER CENTRE

[an autonomous centre under Government of Kerala]

KODIYERI, MOOZHICKARA (PO)

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THALASSERY

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**TENDER
FOR
DISPOSAL OF
EXCAVATED
EARTH**

**MALABAR CANCER
CENTRE**

**KODIYERI, MOOZHICKARA (PO)
THALASSERY**

Name of Work: DISPOSAL OF EXCAVATED EARTH

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MALABAR CANCER CENTRE

(an autonomous centre under Govt. of Kerala)
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NO: MCC/ES/NMB/1300-12 **പുന:ദർപ്പാസ് പരസ്യം** 08.06.2018

മലബാർ കാൻസർ സെന്ററിന്റെ അധീനതയിലുള്ള സ്വലത്ത് കൃത്രിമിട്ടിരിക്കുന്ന മണ്ണ് സ്വന്തം ചെലവിൽ നീക്കം ചെയ്യുന്നതിന് സീൽ ചെയ്ത കവറിലുള്ള ദർപ്പാസുകൾ ക്ഷണിക്കുന്നു. ദർപ്പാസുകൾ 19/06/18ന് 3.00മണി വരെ സ്വീകരിക്കുന്നതും അന്നു തന്നെ ഹാജരായ കരാറുകാരുടെ സാന്നിധ്യത്തിൽ 4.00മണിക്ക് തുറക്കുന്നതുമാണ്. ദർപ്പാസ് ഷോറത്തിനും വിശദാംശങ്ങൾക്കും www.mcc.kerala.gov.in സന്ദർശിക്കുക. ദർപ്പാസ് ഷോറത്തിന്റെ വില 1000രൂപ+18% GST, നിരതദ്രവ്യം 12,500രൂപ തുടങ്ങിയവ ഡി.ഡിയായി ഡയറക്ടറുടെ പേരിൽ ദർപ്പാസിനോടൊപ്പം അടക്കം ചെയ്തിരിക്കേ താണ്. കാരണങ്ങളാലും വ്യക്തമാക്കാതെ ദർപ്പാസുകൾ സ്വീകരിക്കുവാനോ തള്ളിക്കളയാനോ ഉള്ള അധികാരം മലബാർ കാൻസർ സെന്റർ ഡയറക്ടറിൽ നിക്ഷേപ്തമായിരിക്കും.

sd/-
ഡയറക്ടർ

FORM OF TENDER

To
The Director,
Malabar Cancer Centre,
Moozhikkara (PO), Thalassery.

Dear Sir,

Having duly examined the tender documents including the drawings, specifications, designs, schedule of quantities relating to the works specified in the underwritten memorandum and have visited the site of the said works and having acquired all the requisite information relating thereto as affecting this tender, I/We hereby offer to execute the works specified in the underwritten memorandum within the time specified therein at the rates specified in this pricing schedule and in accordance in all respects, with the specifications, designs, drawings and instructions in writing referred to in the Articles of Agreement, the pricing schedule and conditions of contract and with such materials as are specified by and in all other respects in accordance with such conditions in the pricing schedule and conditions of contract so far as applicable.

MEMORANDUM

1. Name of the work	Disposal of earth
3. Earnest Money Deposit	Rs. 12,500/-
4. <u>Security Deposit</u>	<u>The EMD shall be treated as SD</u>
5. Retention Money	Nil
6. Completion Time	30 days from the date of work order.

All the above works shall be carried out simultaneously.

Should this tender be accepted, in whole or in part, I/We hereby agree to abide by and fulfill all the terms and conditions of the tender annexed hereto or in default thereof to forfeit the EMD. A sum of Rs...../- (Rupees only) is hereby forwarded as Earnest Money in the form of Bank Draft No:.....dated..... drawn in favour of Director, Malabar Cancer Centre This amount is not to bear any interest.

I/We undertake and agree to abide by this tender until ninety days from the due tender date and we shall keep the tender open till the expiry of the said ninety days. I/We agree that you are not bound to accept the lowest or any tender you may receive and also that you may split the complete work and award the split works to two or more tenderers as you deem fit.

I/We hereby agree that unless and until a formal agreement is prepared and executed in accordance with the Articles of Agreement this tender together with your written letter of acceptance there to and the order authorizing me / us to start the work shall constitute a binding contract on me/us.

Signature of the Contractor

DIRECTOR

I/We enclose herewith the latest Income Tax clearance certificate dated issued to me/us by

Our Bankers are: (Name & Address)

- 1.
- 2.

The name of Directors/Partners of our Company/Firm and their designations are

- 1.
- 2.

The name of the Director/Partner of our Company/Firm authorized to sign is :

.....

OR

Name of person having Power of Attorney to sign the contract is:-

(Certified copy of the Power of Attorney is attached hereto)

Yours faithfully,

Signature of the Tenderer

Place:

Date: The day of 2018

Signature of witness (with address)

Signature of Tenderer

Name

- 1.
- 2.

Suggestions

Signature of the Contractor

DIRECTOR

Articles of Agreement

This agreement is made on the.....day of, 2018 between between the Director, Malabar Cancer centre, PO. Moozhikkara, Thalassery (hereinafter called the Employer) of the ONE PART AND Shri. having its office at ----- hereinafter called "THE CONTRACTOR") of the OTHER PART WHEREAS THE EMPLOYER is desirous of constructing ----- and has caused drawings, specifications, terms & conditions and pricing schedule describing the work to be done, to be prepared or got prepared by the Employer.

AND WHEREAS THE said drawings, specifications, terms & conditions and pricing schedule have been signed by or on behalf of the parties hereto

AND WHEREAS THE CONTRACTOR has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in Contract conditions and pricing schedule, all of which are collectively (hereinafter referred to as "**The said Conditions**"), the works shown upon the said drawings and described in the said specifications and included in the said pricing schedule at the respective rates set forth therein amounting to the sum of Rs. ----- (Rupees-----Only) or such other sum as shall become payable hereunder (hereinafter referred as "The Said Contract Amount").

AND WHEREAS THE CONTRACTOR has deposited as security deposit a sum of Rs.-----/- (Rupees ----- only) (EMD will be treated as SD) to be made up of a. Adjustment of Rs..... (Rupees -----only) remitted by the CONTRACTOR as Earnest Money Deposit vide DD No..... dated drawn on----- Bank for Rs.----- (Rupees ----- only) against part security deposit and vide DD No. ----- dated -----drawn on Bank for the balance security deposit amount.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration the sum of Rs.----- (Rupees ----- only) to be paid at the time and in the manner set forth in said conditions, the CONTRACTOR will upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specifications and pricing schedule.

Signature of the Contractor

DIRECTOR

2. THE EMPLOYER shall pay to THE CONTRACTOR the said Contract amount of Rs. -----(Rupees -----only) or such other sum as shall become payable at the time and the manner hereinafter specified in the said conditions provided the said Architect as sanctioned such payments or have otherwise authorized such payments by the Employer.

3. The following documents shall be deemed to form and be read and construed as an integral part of the Agreement. (viz)

- i) This form of Agreement
- ii) Letter of Acceptance No.----- / Work order letter dated -----
- iii) Priced schedule.
- iv) Tender schedule, Notice Inviting Tender, Form of Tender, General Conditions of Contract, Special Conditions, specifications and Tender Drawings.
- v) Following correspondence

(All correspondence from tender invitation to letter of Intent of both Employer and the Contractor) and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions, specifications and priced schedule.

- 4. The Employer and the Contractor bind themselves, their partners, successors in interest, executors, administrators and assigns if any to the other partners, successors in interest, executors, administrators and assigns of such other party in respect of all covenants of this agreement.
- 5. The Contractor shall not assign, sublet or transfer his / their interest in this agreement without the written consent of the EMPLOYER
- 6. The Contractor shall afford every reasonable facility to the representatives of the said Architect and Employer for Inspection, checking or otherwise to the site to enable them to find out the actual carrying out of all works relating to the installation in the manner laid down in the said conditions.
- 7. The parties shall try to settle their disputes concerning this Agreement on reference to the said Architect whose decision shall be final.
- 8. Time shall be considered the essence of this agreement and the Contractor hereby agree to commence the work immediately, in accordance with the said conditions and to complete the entire work within the specified period.
- 9. If the Contractor shall fail to comply with any of his obligations hereunder or shall he wound-up or his business shall be dissolved or any receiver is appointed or any attachment is made in respect of any of his properties or the Contractor shall otherwise fail or neglect to complete the said work within the stipulated period, then or on the happening of any such event the Employer shall be entitled to cancel this Contract and to get the unfinished work done at the cost and risk of the Contractor by a third party and if the Employer suffers any losses in this regard the Employer shall look to the Contractor for the same viz., payment or reimbursement to such losses. The

Signature of the Contractor

DIRECTOR

decision of the said Architect in regard to the quantum of such losses will be final and binding on parties hereto. Upon such termination of this contract there shall be adjustment of any payment made to the Contractor by the Employer and the contractor shall, if required by the Architect refund any such amounts to the Employer.

- 10. All disputes arising out of or any way connected with this Agreement shall be deemed to have arisen in and only courts in **Thalassery**, Kannur district shall have jurisdiction to determine the same.
- 11. The Employer or Architect reserves to himself the right of altering the drawing and nature of the work by adding to or omitting any item of work or having portions of the same carried out without prejudice to this Contract.
- 12. All payments by the Employer under this contract will be made only at.
- 13. Income tax deduction will be made in the Contractor's bills as per the Income Tax Act based on the bill value.
- 14. That several parts of this contract have been read by the Contractor and fully understood by the Contractor.

As witness thereof the parties hereto have hereunto set their hands the day and year first above written.

Signed by the said Employer

In the presence of

Name :	Name :
Occupation:	Occupation:
Address:	Address:

Signed by the Said Contractor

Name :	Name :
Occupation:	Occupation:
Address:	Address:

GENERAL CONDITIONS OF CONTRACT

1. In the event of the tender submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney shall be produced with the tender and it must disclose that the firm is registered under the Indian Partnership Act.

Each and every signature given shall be separately witnessed. A Contractor or Contractors who himself/themselves has/have tendered or who may tender for the same work shall not witness the tender of another person for the work. Failure to observe this condition would render tenders of the Contractors tendering as well as witnessing the tenders liable for summary rejection.

2. The tenderer must quote his rate only on the proper form of the tender, both in figures and words and both in decimal coinage in the respective spaces provided therefore. If the rates are not quoted in words also the tender is liable to rejection. The amount for each item should be worked in figures only for the probable quantities specified in the bills of quantities and the requisite totals already entered for lump sum items and contingencies at the percentage specified.

Special care is to be taken to write the rates in figures and words in such a way that no interpolation is possible. Erasures and alterations must be avoided. But if made unavoidable while pricing the bills of quantities, the wrong figures and words must be neatly scored out under the initials of the tenderer and the correct figures and words neatly rewritten but not overwritten. Overwriting is not permitted.

3. In the case of figures, the word 'Rs.' should be written before the figures of rupees and the letter 'P' written after the decimal figures e.g. Rs.2.15 P. In the case of words, the word 'Rupee' should similarly precede and the words "paise only" should be written at the end, closely following each rate and amount. The word "only" should not be written in the next line unless the rate quoted is in whole rupees closely followed by the word "only": the amount should invariably be upto two decimal places.
4. Errors in the bills of quantities shall be dealt within the following manner.
 - i) In the event of a discrepancy between the rates quoted in words and the rates in figures the former shall prevail.
 - ii) In the event of an error occurring in the amount column of the bills of quantities as a result of the wrong extension of the unit rate and the quantity, the unit rate shall be regarded, as firm and extension shall be amended on the basis of the rates.
 - iii) All the errors in totaling the amount column and in carrying forward the totals shall be corrected.
 - iv) The tender total shall be accordingly amended except that there shall be no rectification of any errors, omissions or wrong estimate, in the

Signature of the Contractor

DIRECTOR

prices inserted by the tenderer in the bills of quantities.

5. Where alternative items are given only the rates in figures and words are to be entered and not the amounts thereof. A tender which does not show the rates in figures and words for the alternative items may be rejected. The Employer reserves to himself the right to take into account any or all of the alternative items for the purposes of accepting a tender or to operate upon any or all of the said alternative items during the execution of the work, partly or fully as required.
6. The quantities furnished in the bills of quantities are only probable quantities liable to alteration by omission, deduction or addition, and it should be clearly understood that the contract is not a Lump sum contract and the Employer, do not, any way, assure the tenderer or guarantee that the said probable quantities are correct or that the work would correspond thereto. Payments will be regulated on the actual quantities of work done at the accepted rates.

The drawings, specifications and the bills of quantities, forming part of the contract, are explanatory and are of complementary to one another, representing together the works/ installations to be carried out.

If neither the drawings nor the specifications nor the accepted bills of quantities include any part/parts the intention to include which is nevertheless clearly to be inferred and which obviously necessary for the proper completion of the works/installations, all such parts shall supplied and executed by the Contractor at extra charge.

Anything contained in one or another of (a) the drawings, (b) the specifications and (c) the accepted bills of quantities and not found in others will be equally binding as if contained each of them.

- 7.1 No alterations which are made by the tenderer in the drawings, specifications or probable quantities accompanying this notice will be recognized, and if any such alterations are made, the tender will be invalid. Remarks, explanations, the Tenderers own terms and conditions, if any should be set out in a covering letter (to be in duplicate) which will become binding only if accepted by the Employer in writing at the time of acceptance of the tender.
- 7.2 Referring to the Notice Inviting Tenders, Tenderers are required to send for discussions/ negotiations a properly authorized representative with a power of attorney.
- 8 The tenderer must obtain for himself on his own responsibility and at his own expense all the information necessary including risks, contingencies and other circumstances to enable him to make a proper tender and to enter into a contract with the Employer; he must examine the drawings, specifications, conditions and so on and must inspect the site of work, examine the nature of the ground and the subsoil (so far as practicable), and acquaint himself with local conditions, means of access to the work, the

Signature of the Contractor

DIRECTOR

nature of work, in fact all matters pertaining thereto before he submits his tender.

Omission, neglect or failure on the part of the tenderer to so obtain requisite and reliable information on any matter affecting his tender, the contract and the construction, completion and maintenance (during defects liability period) of the work shall not relieve the tenderer whose tender is accepted from any liability in respect of the contract.

The tenderer whose tender is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted excepting in pursuance of any specific provision, or to make any representation on the ground that he was supplied with any information or given any promise or guarantee of any sort, by the Employer, his agents and servants, the employer or their representatives or any other persons, unless such information, promise or guarantee is furnished to the tenderer in advance of the date of receipt of tenders and in writing under proper authority.

9. The tenderer shall furnish the following details while submitting his tender:
 - i. The names of manufacturers of equipments/ components, etc. which he proposes to use in the work.
 - ii. The makes and types of fittings, materials, subject to the makes and types as stipulated in the specifications, which he proposes to use in the work;
 - iii. The details of licenses granted to him and/or to professionally qualified and/or licensed technical personnel on his staff who will be engaged on the work, duly attested. The copy of the registration / license granted to him, as specified in the notice inviting tender, shall be submitted along with the application form for blank tender form.

10. The rates quoted in the bills of quantities shall, unless specified otherwise, be deemed to be for finished work at site, item by item as provided for, and shall include cost for all necessary material and labour, all necessary incidental charges for such as water, electricity, tools and plant and machinery, sheds, marking out, clearing site, etc. and for all taxes, octroi, excise and any other tax or duty levied by Government, Central, or Local, or Local Authority, if and as applicable.

The rates shall be firm till completion of the work and not be subject to any variations in exchange rates. in taxes, duties, etc. in railway freight and the like, labour conditions, materials, etc. The rates are not subject to any escalations for whatsoever reasons.

11. The Contractor shall be fully responsible for the supply of all materials required for the construction. The materials brought by the Employer at site are subject to theoretical check of the consumption on work.

12. The firm period of tender shall be ninety days from the due date of its submission.

Should any tenderer withdraw his tender before the expiry of the said period, makes modifications to his tender which are not acceptable to the Employer or refuses to execute the agreement within a stipulated time after the issue of the work order by the Employer he shall be liable to forfeit the E.M.D. furnished by him.

13. It is Contractor's duty to arrange the site, without disturbance to the Patients, including shifting of furniture and other equipments after getting permission from Nursing Superintendent and recouping the same items after completion the work with out any damage. If any damages occurred the Contractor it self is the responsible and this should be levied.
14. The Employer does not bind himself to accept the lowest tender and reserves to him the right to reject any or all of the tenders received without assigning any reason whatsoever. Further, the Employer reserves the right to award any component of the project or group of components to Tenderers or to award the entire work to one tenderer.
15. The Employer further reserves the right to delete or reduce any time or section of the bills of quantities or altering the drawings without assigning any reason whatsoever therefore and no claim will be entertained in this regard.
16. The Security deposit (Performance guarantee) or Retention money (Performance security deposit) will bear no interest whatsoever.
17. Any tender which purports to alter, vary or omit any of these conditions is likely to be rejected.
18. The successful tenderer, within two weeks of award of the work to him, shall submit to the Employer an illustrative and suitably coloured work time chart, in the form of bars or other effective means, showing the item wise/ location wise/ floor wise progress which he (the Contractor) intends to make to enable him to conveniently and practicably complete the work in all respects within the agreed time as per contract. The chart will be scrutinised and approved by the Employers with suitable modifications and if necessary, and the approved chart will then form part of the agreement, being the basis for assessment of progress under the relevant conditions of contract.
- The chart may from time to time during the progress of the work be reviewed and modified with the approval of the Employer keeping in view the agreed date of completion.
19. The Contractor is required to utilize the existing cables/ conduits/ panels etc. to the maximum possible extent after neatly dismantling the existing materials without damaging them. No damage should be caused to the structural components of buildings while removing or dismantling and laying than and if so caused the contractor shall be fully liable for the damages.

20. On acceptance of the tender the Contractor shall in writing and at once inform the Employer the names of his accredited representative(s) who will be responsible to take instructions from the Employer.

21. The work shall be carried out under the directions and supervision of and subject to the approval in all respects by the Employer.

22. The work or any part of it shall not be transferred, assigned or sublet without written consent of Employer.

23. The Contractor shall be required to co-operate and work in co-ordination with and afford reasonable facilities for such other agencies/specialists as may be employed by the Employer on their works/sub-works in connection with the projects/scheme of which this work forms part.

24. The Contractor will be required to insure the work and keep insured until one month after the date of taking over the works/installations by the Employer, or otherwise in terms of the contract, against loss or damage by fire and/or natural calamities such as flood, drought, hurricane, etc. and other than the risk excepted in terms of the contract, with an insurer whose name is to be approved by the Employer.

25. The Contractor is required to comply with all Acts of Government relating to labour and the Rules and Regulations made there under from time to time and to submit at the proper time of particulars and statements required to be furnished to the statutory Authorities.

26. Tax:

The Contractor shall add to the amount of his tender, the amount of GST, excise duty, octroi and other taxes contract which are legally payable and it shall be assumed his rates cover all the above and no claim on this account will be entertained. The applicable Labour Welfare Act also deemed to be included in the Pricing of the tender. Tenderer shall maintain due records in respect of the above.

27. Income Tax:

Income tax deductions will be made in the Contractors bill as per the income tax act, based on the bill value.

Signature of the Contractor:

Name :
Designation :
Address :
Date

SPECIAL CONDITIONS OF CONTRACT

1. Interpretation Clauses

- i) In construing these conditions, the specifications, schedule of quantities, and contract agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.
 - ii) Headings and marginal notes in the conditions of contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
 - iii) Where the context so requires (i) words importing persons include firms corporations and (ii) words importing the singular only also include the plural and vice versa.
- a) Employer shall mean Director, **MALABAR CANCER CENTRE**, Moozhikkara PO, Thalassery, Kerala, their officers and executives and shall include them/their legal representatives, permitted assigns, or successors.
Architect shall mean the person/firm nominated by the Employer for this work and him/their legal representatives, permitted assigns, or successors, or in the event of their ceasing to be Architect for the purposes of this contract such other person or persons as shall be-nominated for that purpose by the Employer subject to such qualifying provisions as may be agreed upon.
- b) Contractor shall mean the person, firm or company whose tender is accepted by the Employer and includes his / their legal representatives, permitted assigns or successors.
- c) Site shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted for use for the purpose of carrying out the contract.
- d) The contract or this Contract shall mean the tender documents comprising the notice inviting tender, form of tender, the tender conditions, the drawings, and priced bills of quantities, the acceptance thereof, and the articles of agreement, together with the conditions of contract with its appendix and special conditions, if any, the specifications, designs, drawings and instructions, issued from time to time by the Architect/Employer and all these documents taken together are deemed to form one contract and shall complementary to one another.
- e) Bills of Quantities variously also termed Priced 'Bills of Quantities', 'Schedule of Rates' shall mean the schedule of quantities originally furnished with the notice inviting tender, duly priced in by the tenderer and accepted by the Employer for inclusion as a part of the contract for determining the consideration payable to the Contractor, for executing the work and as part of the contract agreement, it is also referred to as the contract schedule.
- f) Notice in writing or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or to the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

Signature of the Contractor

DIRECTOR

- g) Act of Insolvency shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the provincial Insolvency Act or any Act amending such original.
- h) Net Prices in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item, a similar percentage or proportionate sum, provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor, the total amount of any provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
- i) The works (or the work) shall unless there be something either in the subject or context repugnant to such construction, be considered and taken to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. Wherever the word "works" is used it shall cover "installations" also under the same definition.
- j) Excepted risks are risks due to riots (otherwise than among Contractor's / Employee's) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasions, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, acts of God such as earthquake, lightning and unprecedented floods and other causes over which the works/installations were not designed by Employer of the said works/installations in respect of which a certificate of completion has been issued or a cause solely due to faulty design of works.
- k) Provisional items shall mean for which very approximate quantities have been included in the tender document.
- l) Virtual completion of works/installations shall mean the substantial completion of the work/installations in accordance with the Contractor enabling the Employer to take over the same.
2. Employer's/Consultant's Instructions : The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards materials and otherwise in every respect in strict accordance with the specifications, conforming exactly, fully and faithfully to the designs, drawings and instructions in respect of the work given by the Employer and under the directions of and under the supervision of and subject to the approval in all respects, by the Employer who may in their discretion and from time to time issue further drawings, and/or written instructions, directions, details and explanations which are hereafter collectively referred to as Employers instruction in regard to :
- Variation or modification of the design including structural design, quality or quantity of works or the addition or omission or substitution of any work.
- a) Any discrepancy in the drawings or between the schedules of quantities and/or drawings and/or specifications.

- b) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials there for.
- c) The removal and/or re-execution of any works executed by the Contractors.
- d) The dismissal from the works of any persons employed thereupon.
- e) The opening up for inspection of any work covered up.
- f) The amending and making good of any defects.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon with works by the Employer shall if involving a variation, be confirmed in writing by the Contractor within seven days and if not dissented from in writing within a further seven days by the Employer such shall be deemed to be Employer's instructions within the scope of the contract.

The Employer shall be entitled to direct at what point or points and in what manner the works are to be commenced, and from time to time carried on.

The Contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. in case of instructions of the Employer to execute extra items not provided in the schedule of works. The rates on scrutiny and final, acceptance of the Employer shall form a supplementary schedule of quantities. The Employer shall not be liable for payment for such variations until the supplementary schedules are sanctioned by him.

3. Agreement copies to be supplied:

The contract shall remain in the custody of the Employer and shall be produced by him at his office as and when required by the Architect or the Contractor. The Contractor on the signing hereof shall be furnished by the Employer free of cost with a certified copy of the agreement and one copy of each of the said drawings issued during the progress of the works. Any further copies of such drawings required by the Contractor shall be paid for by him. The Contractor shall keep one copy each of all drawings on the works and the Architect/Employer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall, if so required, forthwith return to the Employer all drawings and specifications.

4. The Contractor to provide everything necessary:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and amounts stated in the schedule of quantities and/or the schedule of rates and which rates and amounts shall except as otherwise provided cover all the obligations under the contract, and all matters and things necessary for the proper completion of the works.

The Contractor shall provide at his own cost all materials (except such materials if any, as may in accordance with the contract be supplied by the

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Employer), machinery, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, temporary works, etc. together with carriage there for to and from the site, in fact everything necessary for the proper execution of the work, whether original, altered or substituted according to the true intent and meaning of the drawings, schedule of quantities and specifications, original or substituted taken together, whether the same may or may not be particularly shown or described therein provided that the same may be reasonably inferred there from, and if the Contractor finds any discrepancy in the drawings, or between the drawings, schedule of quantities and specifications, he shall immediately and in writing refer to the Employer who shall take up the matter with the Architect and decide which to be followed, subject to :

- i) Anything shown or contained in anyone or other of (a) the drawings, (b) specifications and (c) the contract schedules, and not shown in the others shall be equally binding as if it were contained in each of them.
- ii) Figured dimensions are to be followed in preference to the scale, and large scale details in preference to small scale drawings.

5. Contractor to conform to local regulations

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works and to the regulations and By-laws of any Authority for water, lighting and other Companies and/or Authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the drawings or specification that may be necessitated by so conforming, give to the Employer written notice, specifying the variation proposed to be made and the reason for it, and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work, conforming to the provisions, Regulations, or by-laws in question, and any variation so necessitated shall be dealt with the relevant clauses in the tender. The Contractor shall conform to the provisions of Indian Electricity Act 1956 and all its amendments and also shall follow all the rules & regulations of the Electrical Inspectorate and K.S.E.B.

The Contractor shall bring to the attention of the Employer all notice required by the said Acts, regulations or by-laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, cost and charges of all and every or that may legitimately be incurred in respect thereof.

6. Supervision by Contractor

The Contractor shall give necessary personal superintendence during the execution of the works, and as long thereafter the Employer may consider necessary until the expiration of the "defects liability period", stated in the appendix hereto the Contractor shall also during the whole time the works are

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in progress, employ a competent and qualified representative whose name shall be approved by the Employer and who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions, or notices given by the Employer to such representative shall be held to have been given to the Contractor.

If the Contractor fails to appoint and keep on the works a competent and qualified representative as aforesaid the Employer/ shall have powers to suspend the works till such time a competent and qualified representative as aforesaid is posted and the Contractor shall not be entitled to claim extension of time on the plea of such suspension of the works.

7. Dismissal of workmen

The Contractor shall on the request of the Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Employer be incompetent or misconduct himself, and such persons shall not be again employed on the works without the permission of the Employer.

8. Access to Works

The Employer and their respective representatives shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give the Employer, and their respective representatives, all reasonable facilities necessary for inspection and examination and tests of the materials and workmanship. No person not authorized by the Employer except the representatives of Public Authorities shall be allowed on the works at any time.

9. Site Engineer/ Asst. Engineer/ Clerk of Works

The terms "Site Engineer/Asst. Engineer/Clerk of works" shall mean the person appointed, and acting under the orders of the Employer to inspect the works in the absence of the Employer; the Contractor shall afford the site Engineer/Asst. Engineer/Clerk of Works every facility and assistance for inspecting the works and materials and for checking and measuring the work and materials. Such person/persons shall be considered to act solely as Inspectors.

If any work or material is not approved by the site Engineer/Asst. Engineer/Clerk of works or any such representative such work shall be suspended or the use of such material shall be discontinued until the decision of the Employer is obtained. The work will from time to time be examined by the Architect/Employer, the site Engineer/Asst. Engineer / Clerk of Works or the Architect's representatives, but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this Clause the Contractor shall take instructions only from the Employer.

10. Work not to be sublet

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The whole of the works included in the contract shall be executed by the Contractor who shall not directly transfer, assign or underlet the contract or any part thereof or interest therein without the written consent of the Employer; and no undertaking shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the works during its progress.

11. Variation not to vitiate the contract

No alteration, omission or variation shall vitiate this contract but in case the Architect thinks proper at any time during the progress of the works to make any alterations in addition to or omissions from or substitutions for the original drawings, specifications, designs and instructions or any alterations in the kind or quality of the materials to be used in the work and shall give notice thereof in writing to substitute for as the case may require, in accordance with such notice and carry out the amended work on the same conditions in all respects on which he agreed to do the main work, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from or substitutions in the work or any deviations from any of the provisions of the contract stipulation, specification or contract drawings without the previous consent in writing of the Employer and the values of such extras, alterations, additions or omissions or substitutions shall in all cases be determined by the Architect with the prior approval in writing of the Employer in Accordance with the provisions of Clause in the tender, and shall be added to or deducted from the contract amount accordingly.

The supply and execution of any part or the carrying out of any work incidental to the execution of any item or class of work shown in the schedule of quantities shall not constitute a variation entitling the Contractor to extra payment provided that the said item or class of work cannot be executed satisfactorily according to the true intent and meaning of the specifications without the said part thereof or the said work incidental thereto, whether the same may or may not be particularly shown or described in the drawings, specifications and schedule of quantities and provided the same may be reasonably inferred there from.

Similarly the changing of the position of the work from one to another, or to a more difficult position than that shown in the drawings or described in the specifications or the contract schedule, or the carrying out of work under circumstances not contemplated in the specifications or the contract schedule shall not constitute a variation entitling the Contractor to extra payment.

13. A No compensation for alteration in or restriction of work

If at any time after the commencement of the work the Employer for any reason whatsoever does not require the whole thereof as specified in the tender to be carried out, the Employer shall give notice in writing of the fact to the Contractor who shall have no claim for any compensation whatsoever on account of any profit which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of

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the work not having been carried out. Nor shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions, which shall involve curtailment of the work originally contemplated.

14. Schedule of quantities on standard method of measurement

The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard method of measurement.

15. Measurement of Works

The Employer may from time to time intimate to the Contractor that he requires the works to be measured, and the Contractor shall forthwith attend to send a qualified Agent to assist the Architect/Employer or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them. Provided that the Contractor shall give notice of not less than ten clear days to the Employer or his representative in charge of the work before covering up or placing beyond the reach of measurement any work in order that the same is covered up or placed beyond reach of measurement' and shall not cover up and place beyond reach of measurement any work without the consent of the Employer and his representative in charge of the work who shall within the aforesaid period of ten days inspect the work and cause the measurements to be made, if any work be so covered up without the consent of the Employer or his representative in charge of the work, the same shall be uncovered at the Contractor's expenses, or in default thereof no payment or allowance shall be made for such work of materials with which the same was executed.

Should the Contractor not attend or neglect or omit to send such agent then the measurements taken by the Architect/Employer or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard method of measurements, unless otherwise provided for elsewhere in the contract.

The Contractor or his agent may at the time of measurement take such notes and measurements as he may require.

Any authorised extra works, omissions and all variations made without the Architect's/Employer's knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

B. VARIATION IN SCOPE OF WORK AND QUANTUM OF WORK

The Employer reserves the right to increase or decrease the scope or quantum of work and only actual quantum executed at site shall be measured and paid for. No revision in quoted rates is allowable for the variation in scope of work upto a limit of 25% of the contract value. No extra claim will be entertained for any variation in quantities.

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16. Employer may use premises

The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in this contract which he may desire to have carried out by other persons and the Contractor is to allow all reasonable facilities for the execution of such work but is not required to provide any plant or materials for the execution of such work except by special arrangements with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in this contract and the Contractor is not to be responsible for any damage or delay which may happen to or be occasioned by such work. .

17. Contractor Liable for damage done

The Contractor shall be responsible for all injury to persons, animals or things for all structural and decorative damages to property which may arise from the operation or neglect of himself or any of his employees whether such injury or damage arises from carelessness, accident or any other cause in any way connected with the carrying out the contract. This Clause shall be held to include, inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges or ways as well as all damages caused to the buildings and works forming the subject of this contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage under any Act of Government or otherwise and also in respect or any award of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damages of every sort mentioned in the Clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the work or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract, with an approved insurer a Policy of Insurance in the joint names of the Employer and Contractor against such risks and deposit such policy or Policies with the Employer from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer whether under the Workmen's Compensation Act or any other statute in force during the' currency of this contract or at common Law in respect of any employee of the Contractor or sub Contractor and shall at his own expense effect and maintain, insure till the virtual completion of the contract, with an approved insurer a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract.

The Contractor shall be responsible for anything which may be excluded from the Insurance policies above referred to and also all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of claim or proceedings and also in respect of award of or compensation of damage arising therefrom.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing in respect of any such claims or damage from any or all sums due or to become due to the Contractor.

18. Responsibility for safety of buildings

The Contractor shall be responsible for the safety of the works (including the materials, temporary buildings and plant) until they are taken over by the Employer and they shall stand at the risk, and be in the sole charges of the Contractor, who shall be responsible for and must with all possible speed make good all damage from whatever cause.

19. Insurance of the works

The Contractor shall within 14 days from the date of commencement of the work insure the works at his cost and keep them insured until one month after the works are taken over by the Employer or three months after the date of completion whichever is earlier, against loss or damages by fire or other such unusual risk with an insurer to be approved by the Employer, in the joint names of the Employer and the Contractor (the name of the former being placed first in the policy), for the full amount of the contract, and for any further sum being allowed to the Contractor as an authorised extra. The Contractor shall deposit the policy and receipts for the premium paid with the Employer within twenty one days from the date of commencement of the work in default of the Contractor not insuring as provided above, the Employer may insure and may deduct the premiums paid from any money that may be, due or that may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Employer should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire or other such risks had not occurred and in all respects under the same conditions of contract. The Contractor in case of rebuilding or reinstatement after fire or other usual risk shall be entitled to such extension of time for completion as the Architect/ Employer deems fit.

20. Day of commencement and day of completion

The Contractor shall be allowed admittance on the site on the "date of commencement" stated in the Appendix, and he shall there upon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Date of completion" stated subject nevertheless to the provision for extension of time hereinafter contained.

21. Liquidated damages

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If the Contractor fails to complete the works by the date stated in the work order or within any extended time hereof the Contractor shall pay or allow the Employer to deduct Rs. 500/- per day as "Liquidated Damages" for the period during which the said works shall remain incomplete and the Employer may deduct such damages from any money due or that may become due to the Contractor.

22. Extension of time

If the Contractor shall desire an extension of time for completion of the work on the grounds of his have been unavoidably hindered (a) by force majeure or (b) by reason of any exceptional inclement weather or (c) reason of any proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own defaults or (d) by the work or delays of other Contractors or tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or specification or (e) by strikes or Lockout affecting any of the building trades or (f) by reason of delays in the supply of materials stipulated to be supplied by the Employer, he shall apply in writing to the Employer within 15 days of the of such hindrance on account of which he desires such extension as aforesaid. And the Employer, if in his opinion reasonable grounds have been shown therefor, may make a fair and reasonable extension of time for completion of the contract works, but the Contractor should not delay and he shall do all that may reasonably be required of him to proceed with the work expeditiously provided.

- a. That the Contractor shall have no claim other than extension of time for the delay in completion of the work due to such hindrance and nothing else and
- b. That the Contractor shall suspend the works whenever called upon to do so in writing by the Architect/Employer and shall be allowed reasonable extension of time for completion of work due to such suspension of work and nothing else.

23. Failure of Contractor to comply with Employer's instructions

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and/or Employer's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer on the certificates of the Architect as a debt or may be deducted by him from any money due to or become due to the Contractor.

24. Termination of contract by Employer

If the Contractor being an individual or a firm commits any Act of Insolvency or shall be adjudged as insolvent or being an incorporated Company shall have an order for compulsory winding up against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the court, or its official assignee or the Liquidator in such acts of insolvency or winding up, as the case may be shall be, unable within 7 days after notice to him requiring him to do so

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to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract and to give security therefor if so required by the Employers:

OR if the Contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued:

OR shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractor:

OR shall assign or sublet this contract without the consent in writing of the Employer first obtained

OR shall charge or encumber this contract or payments due or which may become due to the Contractor thereunder:

OR if the Employer is convinced that the Contractor:

- i) has abandoned the contract, or
- ii) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving the Employer's notice to proceed, or
- iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- iv) has failed to remove the materials from the site or to pull down and replace work for seven days
- v) after receiving from the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or
- vi) has neglected or failed persistently to observe and perform all or any of the acts, matters, or things by this contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the contractor to observe or perform the same;
- vii) OR has the detriment of good workmanship or without the consent in writing of the Employer sublet any part of the contract:

then and in any of the said cases the Employer may notwithstanding any previous waiver, after giving 7 days notice in writing to the Contractor, determine the contract, but without thereby affecting the powers of the Architect/Employer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the contract had not been executed by or on behalf of the Contractor. And further, the Employer by his Agents or servants may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, steam or other power equipment and materials lying upon the premises or the adjoining lands or roads, the same as his own property or may employ same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractors or other person or persons employed for completing and finishing or using the materials and plant for the works and the Contractor shall not in any way interrupt the Employer. When

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the work shall be completed or as soon as thereafter as convenient the Employer shall give notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him, the Employer shall be entitled to sell the same by public auction and give credit to the Contractor for the amount realized.

The Contractor's account shall also be credited with the amount that would have been payable to him, for the uncompleted work (completed by the Employer through other Contractor or person or persons as aforesaid) in terms of his agreement as if the contract has not been determined and he (the Contractor) had continued to execute the work to its completion. The actual gross expense to the Employer including incidental charges in completing the uncompleted work through other Contractor or person or persons shall be debited to the Contractor's account if it be not less than the credit for the uncompleted work as above referred, if, however, the said debit to be made is less than the said credit, then the amount to be debited shall be equal to the value of the credit given as above referred.

The Employer/Architect shall thereafter ascertain and certify in writing what (if anything) in the final accounting is due to or payable to the Contractor by the Employer or to the Employer by the Contractor for the sale of the surplus materials and plant and the loss the Employer shall have been put to in procuring the works to be completed. The amount, if any, owing to the Contractor and which shall be certified and vice versa and the certificate of the Architect in this regard shall be final and conclusive between the parties.

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25. Termination of contract by Contractor
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If payment of the amount payable by the Employer under any certificate of the Architect shall be in arrears and unpaid for sixty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such certificates, or the Employer commits any "act of insolvency", or if the Employer (being an individual or Firm) shall be adjudged an insolvent, or (being an incorporated Company) shall have an order made against him or pass an effective Resolution for winding up, either compulsorily, or subject to the 'supervision of the Court or Voluntarily, or if the official assignee or the Employer shall repudiate the contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable within fifteen days after notice to him requiring him to do so to show to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the contract and to make all payments due, and to become due thereunder, and if required by the Contractor, to give security for the same, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the contract by a notice in writing to the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the contract. In arriving at the amount of such payment the net rates contained in

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the Contractor's accepted contract shall be followed or where the same may not apply, valuation shall be made in accordance with Clauses mentioned in the Tender.

31. Provisional Sums

- a) All goods or work for which provisional sums of money are provided may be selected or ordered from any manufacturers or firms by the Employer who reserves to himself the right of paying direct for any such goods or work and deducting the said prices or sums from the amount of contract. The Contractor shall receive and sign for such goods and be responsible for their safe custody as and from the date of their delivery upon the works, and shall be paid for fixing, where applicable, in terms of the contract. Fixing shall cover unloading, getting in, unpacking and return of empties and other incidental work.
- b) If any provisional items are provided for work of a nature usually carried out by the Contractor in the ordinary course of his business the Employer shall give the Contractor an opportunity for tendering for the same without prejudice to the Employer's right to accept any or reject any or all of the tenders received.

26. Certificates and Payments

Running Bills in triplicate shall be submitted by the Contractor each month on or before the date fixed by the Employer or if no date is so fixed, by the 15th of every month, or at other suitable intervals consistent with the stipulation in the appendix to this conditions of contract regarding, "Value of work for interim payments", along with detailed measurements also in triplicate for the work executed in the previous month or period, and the Employer/Architect shall check/take measurements or cause the measurements to be checked/taken for the purpose of having the same verified and to the extent work has been executed in accordance with the contract, issue interim certificate, and the Employer shall make payments to the Contractor on the basis of such certificates within the period specified for honouring contract), subject to retention of such sums at the percentage marked in the appendix till the whole of the retention money (part security deposit) is collected whereafter the instalments (interim payments) shall be upto the full value of the work subsequently so executed and fixed.

The Employer may at his "sole discretion include in the interim payment such amount as he may consider proper on account of any materials which are in his opinion nonperishable and are in accordance with the contract and which have been brought to the site (but not prematurely) in connection with the work and adequately stored and or protected against damage by weather or by other causes, but which have not at the time of advance been incorporated in the work, upto 75% of their value. When the materials on which advance has been made are incorporated in the work, the amount of advance shall be deducted on the basis of actual consumption on the works from subsequent bills.

When the works have been virtually completed and the Employer shall, have verified, that they have been so completed, the Contractor shall submit the final

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bill in respect of the contract work within one month thereafter and payment shall be made by the Employer as specified in the Appendix "Installment after virtual completion", and "Period for honouring bills".

The Contractor shall be entitled to the payment of the final balance in accordance with the final verification by the Employer after the expiration of the period referred to as "the Defects Liability Period" in the Appendix attached hereto from the date of virtual completion or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning thereof whichever shall last happen, provided always that the verification by the Employer during the progress of the works or at or after their completion shall not relieve the Contractor from his liabilities under the relevant Clause of the tender nor relieve the Contractor of his liability in case of fraud, dishonest or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defects and insufficiencies in the works or materials of which a reasonable examination would not have disclosed. No verification/payment by the Employer shall not itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract neither will the Contractor have a claim for any amounts which the Employer might have paid and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

The Employer shall have power to withhold any payment if the works or any parts thereof are not being carried out to his satisfaction.

The Employer may make any correction in any previous verification/payment, which shall have been made by him. No payment will be made by the Employer if the Contractor fails to insure the works and keep them insured as per clause mentioned above. Also payment may be refused if the Contractor fails to execute the formal agreement.

27. Security Deposit bear no interest

Security Deposit or the balance available with the Employer, however, shall be refunded to the Contractor in the manner specified in the Appendix to the conditions of contract and shall bear no interest whatsoever until the date of its return.

28. Employer entitled to recover compensation paid to workmen

If, for any reason, the Employer is obliged, by virtue of the provisions of sub-section (1) of section 12 of the Workmen's Compensation Act 1923, to pay compensation to workmen employed by the Contractor, in execution of works, the Employer will recover from the Contractor the amount of compensation so paid, and without prejudice, to the right of the Employer under sub-section (2) of section 12 of the said Act, the Employer will be at liberty to recover such amount or any part thereof by deduction to the Contractor under this contract or otherwise. The Employer shall not be bound to contest any claim made against him under sub-section (1) of section 12, of the said Act, except on the

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written request of the Contractor and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of constructing such claim.

29. Labour Laws/ Regulations

The Contractor shall employ labour in sufficient numbers directly or through sub-Contractors to maintain throughout the period of the contract the rate of progress required according to the approved programme of the work and of quality to ensure proper workmanship in accordance with specifications and drawings and the Architect's/ Employer's instructions.

The Contractor will comply with the provisions of all Acts of Government relating to labour and the rules and regulations made thereunder from time to time. He shall also submit at the proper time all particulars and statements required to be furnished to the Labour Authorities on being directed to do so by the Architect.

30. When Contractor dies

Without prejudice to any rights or remedies under this contract, if the Contractor dies, the Employer shall have the option of terminating the contract without compensation to the Contractor.

31. Site Drainage

All water which may accumulate on the site during the progress of the works, or in trenches and excavations, from other than the excepted risks (as defined in this contract) shall be removed from the site to the satisfaction of the Employer, at the Contractor's expense.

32. Nuisance.

The Contractor shall not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbances or inconvenience to owners, tenants or occupiers of other properties near the site and to the public generally. The Contractor also shall take care to cause minimum interruption of power at the hospital while carrying out the work.

33. Progress of Work

To ensure good progress during the execution of the work the Contractor shall be bound to complete

100% of the work within : 30 days from the commencement of work at site.

SPECIAL INSTRUCTIONS

1. The tender documents shall be downloaded from our website: www.mcc.kerala.gov.in
2. The detailed Notice inviting tender also available in the same website
3. Tender submission fee : Rs.1000+18%GST.
4. The EMD : Rs.12,500/- [Rupees Twelve thousand and five hundred only]

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5. The above 2 charges (Sl.No: 3 & 4) shall be submitted along with tender in the form of DD in favour of Director, MCC payable at Thalassery in separate cover.
6. The EMD of selected tenderer shall be treated as Security Deposit for the work.
7. The earth should be disposed off from the MCC compound within 30 days from the date of issue of work order.
8. The payment for the excavated earth should be paid in advance.
9. The excess amount shall be returned after completion of the work; balance amount also shall be paid in advance.
- 10. The rate quoted for the excavated earth is in cubic metre, and hence the quantity of earth shall be calculated as per the measurements of lorry/tipper used for the disposal of the earth.**
11. GST of earth will be extra over the quoted rate.
12. Royalty charges for the earth shall be extra extra in addition to the quoted rate.
13. Royalty charges shall be as per relevant order/notification.
14. The usage of earth and place to be filled etc. should be informed by the contractor before taking earth from MCC campus.
15. The number of lorries/tippers and its Vehicle Number should be submitted by the Contractor before the disposal.
16. The tokens issued by the Concerned Department for each load of lorry/Tipper shall be surrendered at MCC gate-gate man.
17. After surrendering the token at MCC gate, MCC will not take any responsibilities.
18. All instruction given by MCC at time to time should be followed by the Contractor without fail.
19. If the Contractor fail/not required full quantity available at site, the decision of MCC in this regard will be final.
20. An amount of Rs. 500/- per day shall be fined/deducted from any money due with the Contractor, if he fails to complete the work in time as specified in the work order (refer clause 26 of Special Conditions of Contract).
21. Any terms and conditions mentioned in the clause of "special instructions" is contradicted to the any of the conditions mentioned in this tender document, the special instructions shall be the final.
22. The Employer shall have the right to accept or reject the any of tenders without assigning the reason. The Employer also has the right to reduce or increase the quantity of earth to be disposed and the decision shall be final.

BILL OF QUANTITIES

Sl. No	Description of works	Qty	Unit	Rate/unit in figure	Rate/unit in words
1	Disposal of surplus excavated earth from the site by lorry & other machineries. The rate includes all cost of labour & hires charges of vehicle/machineries etc. complete.	Available at site	m ³		

* **GST shall be extra**

* **Royalty shall be extra**

DECLARATION

I do here by agree to execute the above works as per the rate quoted above. I have read all the terms and conditions in the Tender document and also admit unconditionally that if at any stage the above conditions are found to have been contravened, my Earnest Money/Security Deposit will be forfeited and the contract entered in to the will stand cancelled.

Place:

Date:

Signature of Tenderer:

Name:

Address:

.....

Signature of the Contractor

DIRECTOR