Special Conditions of Contract

1. Quantity Variation

The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. The Contractor shall be bound to carry out and complete the stipulated work irrespective of variation in individual items, at the same rate as specified in the Bill of Quantities subject to variation in the value of the Contract being limited to ±25% of the total original value of the contract.

The above provisions supersede the clause 12.5 of GCC.

2. **Price Variation :**

Prices quoted by the tenderer shall be fixed throughout the period of the contract and no price adjustments will be entertained during the period/extended period of contract.

3. Advance Payment :

Contractor will not get Mobilization advance or any other advances.

4. **Defects Liability Period**

Defect liability period shall be 12 months from the date of issue of completion certificate. During the Defects Liability Period the Contractor shall provide, free of cost, competent and skilled personnel and maintain adequate stock of spares so as to promptly fulfill his obligations during the Defects Liability Period as laid down in GCC and Employer's Requirements.

5. Payment Term

60% (Sixty percent) payment against supply of material at site based on production of invoices and execution of indemnity bond,
15% (fifteen percent) payment against laying and installation of material,
20% (Twenty percent) payment against testing and commissioning of system, and
5% (Five Percent) payment after Handing Over and issue of completion certificate.

6. All the work should be done as per relevant **IS/DMRC/KSEB specifications**.
7. Contractor shall be fully responsible for safety of their man & material and SHE Manuals part of the Tender documents is applicable on the Contractors.
8. No interest shall be payable upon the tender security submitted by the Tenderers.
9. The Tenderers shall be entirely responsible for sufficient of rates quoted by him in his tender.
10. No work outside of the scope of this tender shall be carried out by the contractor without the prior approval of **Project Director/DMRC/ Kochi.**
11. All the work carried out by the contractor shall be up to the full satisfaction of **Project Director/DMRC/ Kochi** or his authorized representatives.
12. Contractor has to arrange all manpower and machinery. Department will not supply/provide anything.

13. Tenderer shall be responsible for coordination with KSEB, BSNL,VSNL, NHAI, PWD, KWA, Railways, Gas Companies, Chief Electrical Inspector, Municipal Corporations, Panchayaths, Municipalities and Kerala Traffic Police and other associated agency at his own risk and cost.
14. The payment shall be subject to deduction of all the taxes, duties & cess where ever applicable.
15. Contractor shall responsible to Store dismantled material properly in his custody. Cost of any theft or misplace of dismantled materials shall be deducted from their running bill, and the dismantled materials will be handed over to KSEB and proper handing Over/ Taking Over documents of the released material shall be submitted to the employer.

16. The contractor shall verify the arrangement of the KSEB scheme and relevant standards.

17. One copy of Special specifications shall be supplied to the Contractor. KSEB Specification/other Specification; viz. BIS shall be procured by the Contractor themselves from the market. Wherever, tender specifications or KSEB Specifications are not available, corresponding BIS Specification of the same item may be followed **with the approval of the employer.**

18. **No material, tools, plant and equipment shall be supplied by the Employer.** The Contractor has to arrange all tools, plant, equipment as well as construction materials at his expense. The Contractor shall have to identify sources for supply of all such construction materials and get them approved by the Engineer before the supply starts.

19. The Contractor shall arrange inspection of the materials at the manufacturer's site and material shall be dispatched from the manufacturer's premises only after it is approved. Nothing extra shall be payable to the Contractor on this account.

20. Existing roads and other public roads may be used by the Contractor to carry out construction activities, with prior approval of the competent authority. The Contractor shall pay the statutory vehicle license and permit fees for use of public roads to the statutory bodies.

21. The Contractor's heavy construction traffic or tracked equipments shall not travel on any public road or bridge, unless the Contractor has made arrangements with the authority concerned and has obtained the approval of the Engineer to such arrangements.

22. Where night working is permitted by the Engineer to facilitate the Contractor's Work operations temporary lighting arrangement as per approved layout shall be provided, installed, maintained for the duration of the contract and removed after completion of work by and at the expense of the Contractor.

23. The Contractor shall provide and maintain adequate fire fighting equipment and take adequate fire precautions for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to or destruction by fire of trees, shrubs and grasses.

24. No extra payment will be made for the provision of temporary lighting and fire prevention measures and entire cost of all such work shall be deemed to have been included in the costs of items of Bill of Quantities.

25. The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. The Contractor is required to visit the site for actual assessment of required quantity of materials and procurement action shall be taken accordingly. The payment will be made as per actual used quantity at site.

26. SECURITY MEASURES

- The Contractor shall be responsible for security of all man & materials and works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations.
- At work sites in close proximity of traffic corridors where public and traffic are likely to come close to the work area, suitable barricading as directed by Engineer shall be provided.

27. PENALTY CLAUSE

- Since the concerned cables are supplying electrical power for large and important area, the shutdown of supply should be for the minimum/limited time. A penalty of Rs. 10,000/- shall be imposed for every hour delay beyond the approved shut down period, subject to maximum of Rs.50,000/-. Necessary certificate for actual shut down period from KSEB is required to be submitted for above purpose.
- A token penalty of 10% per week of period of delay subject to a maximum of 10% of the value of the unexecuted portion of the contract work would be levied in case of delay in execution of the work beyond the stipulated completion period of extension any, granted to them by DMRC..

28. **All shut down will be taken by Contractors/his authorized representative** in writing from concerned department and proper intimation should also be given to DMRC. **All shut down taken from KSEB etc. will be the responsibility of Contractors.** Non-availability of shutdown will not be accepted as a reason for delay in the execution of the work. The contractor will be responsible for obtaining permission from local authorities concerned such as PWD, BSNL, VSNL, NHAI, KWA, Railways, Traffic Police, Municipal Corporations, Petroleum Companies etc. for digging of trenches, cutting of road, traffic diversion etc. connected with this work. The actual road restoration charges shall be paid by DMRC, if any and necessary help shall be provided by DMRC, if needed.

29. The contractor shall take necessary steps to ensure that all the electrical installation of KSEB & other services like water connection, pipe lines, sewer pipe lines, petroleum pipe lines, open drains, telephone cables, railways equipments/cables, etc. are not damaged by his workers in any way. The contractor will be responsible for all such damage and shall have to repair such damages at his own cost or failing which he has to pay entire cost of damage. In case of damage to KSEB's property/material, the contractor has to pay replacement cost.

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other services like water connection, pipe lines, sewer pipe lines, petroleum pipe lines, open drains, telephone cables, railways equipments/cables, etc. are not damaged by his workers in any way. The contractor will be responsible for all such damage and shall have to repair such damages at his own cost or failing which he has to pay entire cost of damage. In case of damage to KSEB's property/material, the contractor has to pay replacement cost.

31. All the surplus material, debris etc, should be removed as soon as the work in a particular stretch is completed. The idea is to see that no bottleneck is caused to the free flow of traffic and minimum inconvenience is caused to the road users.

32. Responsibility for damage to other utilities.

Responsibility for rectifying damages to other utilities like water mains/pipe lines, petroleum pipe lines, telephone cables, Railway equipments/cables and electric cable/lines will lie with the contractor. It may further be noted that any damage done to the existing services under the ground or overhead during execution of the work shall have to be made good by the contractor at his own cost to the entire satisfaction of the civic agency/agencies.