TENDER DOCUMENT

For

NIT No: DLI/CON/Arthungal/407

Construction of Fishing Harbour at Arthunkal in Alappuzha District - Construction of Break Waters, Auction Hall, Hygienic Arrangements, Covered Fish Loading Area, Approach Road, Internal Road and Parking Area.

VOLUME – II

Additional Conditions of Contract

Drawings

Client Documents
1. These conditions are called Additional Conditions of Contract (ACC) and shall be read in conjunction with the General Conditions of Contract (GCC) of EPI. If there are any provisions/conditions in the ACC that are in variance with the GCC, the provisions/conditions of the ACC shall take precedence over those of the GCC.

2. The clause no. 6 of GCC shall stand amended as under.
   Tender Documents: Following documents shall form the part of tender documents subsequently forming part of the contract Documents with the successful bidder.
   a) Notice inviting the Tender
   b) Addendum to Instructions to Tenderers.
   c) Letter of Undertaking
   d) Form of Tender
   e) Memorandum
   f) Additional conditions of Contract
   g) Client Documents & Drawings in 1(one) volume
   h) Priced BOQ
   i) Summary of Cost
   j) All Addendum and Corrigendum

3. **Order of Precedence**

   In general the following order of precedence will prevail:

   Additional Conditions of Contract of EPI (Volume –II )
   Memorandum (Volume –I)
   Client Documents (Volume – II)
   Bill of Quantities (Volume – III)
   General Conditions of Contract of EPI (Volume- I)

4. The clause no. 7.6, 8.0 and 10 (including its sub-clauses) of GCC shall stand deleted.

5. The clause no 9.0 shall stand amended as under:
   The Contractor shall submit security deposit in the form of bank guarantee equivalent to 10% (ten percent) of the contract value and a performance guarantee in the form of bank guarantee equivalent to 10% (ten percent) of the contract value in the prescribed formats of EPI from any Nationalized bank or Scheduled bank within 10 (ten) days from the date of issue of letter of intent or within such extended time as may be granted by EPI in writing. The amount mentioned in the letter of intent issued by EPI shall be taken as the contract value.

6. Commencement and Completion of Project: The date of start of contract shall be reckoned from the 10 Th day of issue of letter/telegram/FAX of Intent and the total work has to be completed in –25(Twenty Five) Months in accordance with table of milestone as given below:
7 The following stands added to clause no. 11.00.
The contractor shall be required to undertake all required design & detailed engineering. The contract price shall be deemed to include all cost and expenses in his account.

8 Taxes and Duties:
The following stands added to clause no. 13 (including its sub-clauses) of GCC. The relevant and required documents in respect of VAT assessment/ service tax assessment for EPI for availing exemption/deductions by EPI are to be submitted along with each RA bill falling which the VAT Tax levied/suffered by EPI is to be borne by the contractor and will be recovered from the forth coming bills. The bills are to be submitted in the format required under the respective tax acts indicating input tax.

9 The clause no. 35 (including its sub-clauses) of GCC shall stand deleted.

10 The Contractor shall submit to EPI a Bank Guarantee for an amount of 10% of the contract value (as mentioned in the Letter of Intent i.e. LOI issued by EPI to the contractor) from a Nationalized Bank/Scheduled Bank towards Security Deposit. The Bank Guarantee submitted by the contractor as security deposit shall be retained by EPI up to 28 days after the defect liability period (36 months after project completion). The said security deposit shall be returned to the contractor on expiry of the said 28 days after the defect liability period, free of any interest, in case EPI has not incurred any expenditure in liquidation of any or all defects arising out of the works completed by the contractor under the present scope of tender/contract.

Besides the contractor has to furnish a bank guarantee equivalent to 10% of the contract value in the prescribed format of EPI issued by a Nationalized bank/Scheduled Bank towards Performance Guarantee with validity period up to 2 months from the period of completion of the work.

The contractor shall be required to submit the above security deposit and performance guarantee within 15 days from the date of LOI failing which EPI at his discretion may revoke the LOI & forfeit the EMD furnished by him along with tender.

11 The following stands added to clause no. 37.
In case of final payment the contractor has to submit all clearances, approvals, certificates etc. as per agreement of EPI with the client for the “Works” and as per statutory requirement irrespective of the fact whether the client has released payment to EPI.

<table>
<thead>
<tr>
<th>Period after date of Commencement</th>
<th>Percentage of work completed (Based on Contract lump-sum amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>within 3 Months</td>
<td>15%</td>
</tr>
<tr>
<td>within 6 Months</td>
<td>25%</td>
</tr>
<tr>
<td>within 9 Months</td>
<td>35%</td>
</tr>
<tr>
<td>within 12 Months</td>
<td>50%</td>
</tr>
<tr>
<td>within 15 Months</td>
<td>60%</td>
</tr>
<tr>
<td>within 18 Months</td>
<td>70%</td>
</tr>
<tr>
<td>within 22 Months</td>
<td>80%</td>
</tr>
<tr>
<td>within 25 Months</td>
<td>100%</td>
</tr>
</tbody>
</table>
In case the project execution is delayed beyond the contractual scheduled completion period due to reasons attributable to the contractor, the contractor shall be required to pay to EPI at the rate of Rs.50,000/- (Rupees Fifty Thousand only) per month towards staff and site office expenses of EPI for such extended period of completion. This shall be in addition to the facilities provided by the contractor to EPI and the Liquidated Damages/Compensation for delay/Penalties etc. if any, levied by Client. The decision of EPI in this regard shall be final & binding on him.

The contractor shall be responsible for timely completion of the “Works” within the contractual completion period. Total Liquidated Damages/ Compensation for delay, if any imposed/deducted from EPI’s bills by Client shall be recovered from his bills or other dues. Otherwise, Liquidated Damages/ Compensation for delay shall in general be governed by the relevant clauses of GCC.

Issues related to interpretation and claims, if any, related to the contractor’s scope of work, arising out of contract between EPI and Client shall be referred with full justification by him to EPI for settlement with Client including arbitration with Client, if inescapable, and outcome of such a settlement shall be binding on him. EPI at its option may associate the contractor in the above process of settlement for his portion of work. The cost & expenses on arbitration with Client shall be shared by EPI and the contractor in proportion of his offer and EPI's markup towards its overheads & profits. In case the award/settlement with the Client is in favour of EPI, ninety percent of the award/settlement amount shall be shared between EPI and the contractor in proportion of his contract price with EPI and EPI's mark-up towards its overheads & profits. The balance ten percent of the award/settlement amount shall be retained by EPI towards its administrative charges. In case the award/settlement is against EPI, the entire damages/counter claims imposed, if any, shall be borne by the contractor alone and he shall have no claim whatsoever against, EPI in such a settlement. Further, EPI shall have no liability towards any claim of the contractor, which are not paid by the Client.

The contractor shall plan and execute the “Work” in his scope of work in such a manner that the other works, connected with his “Works”, but not included in his scope of work do not get affected/delayed.

The bid should be submitted in original documents as issued by EPI or as downloaded from the website: www.epi.gov.in and rwww.eprocure.gov.in.. No alteration or correction should be made under any circumstances in the bid documents issued by EPI or as downloaded from the website.

The contractor shall have to execute the work in pace and in such a way to facilitate agencies engaged simultaneously for execution of other works required for completion of the Structure/Building. No claim shall be entertained due to work being executed in the above circumstances.

The contractor has to deploy engineering personal as per the details provided in tender documents. In case contractor fails to deploy sufficient engineering personal the same will be engaged by EPI and recoveries as per actuals shall be recovered from contractors' bill at the rate decided by Client/ Engineer in charge EPI.
TRUNK - 3.00 M WATER DEPTH
BREAK WATER SECTION FOR

C/E

10 KG to 200 KG Layer: 68.01 m²
300 KG to 500 KG Layer: 33.66 m²
3T to 5T Layer: 32.53 m²

C/S area calculations:

0.00

sea side
TRUNK - 4.10 M WATER DEPTH
BREAK WATER SECTON FOR

C/s area calculations:

10 kg to 200 kg layer: 92.62 m²
300 kg to 500kg layer: 38.10 m²
3T to 3T layer: 38.44 m²

sea side
BREAK WATER SECTION FOR TRUNK 4.50 M WATER DEPTH

CS area calculations:

3T to 5T Layer: 45.95 m
100 kg to 500kg Layer: 29.36 m
10 kg to 200 kg Layer: 99.13 m

FOR TENDER PREPARE ONLY
BREAKWATER SECTION FOR

4.50 M WATER DEPTH

sea side

C/S area calculations:

-10 kg to 200 kg layer: 115.53 m²
-300 kg to 500 kg layer: 48.13 m²
-3T to 5T layer: 78.63 m²
CLIENT DOCUMENTS
KERALA STATE HARBOUR ENGINEERING DEPARTMENT

Form No. 83

NOTICE INVITING TENDERS FOR WORK

Name of work: Construction of Fishing Harbour at Arthungal in Alapuzha District-IIInd Stage- Construction of Breakwaters, Wharf, Auction hall and hygienic arrangement, Covered fish loading area and Approach road, Internal road and Parking area

Locality: Arthunkal
1. Not applicable and hence deleted

2. The items and subheads of work to be done are enumerated in the subjoined schedule. Unless otherwise specified, the tender must be for the whole or any individual work and part tenders are liable to rejection. A contractor may tender for more than one work with the earnest money deposit specified in each case, but shall not tender for any part of a work only, unless specifically so required.

3. All works shall be done in conformity with the specifications and conditions of contract in force in the HED/PWD/Irrigation Departments. In the case of schedule rate contract, tenderers must quote their own rates specifically for each item without reference to the departmental estimates or the current schedule rates and for percentage rate contract, only a single rate as an overall percentage above or below or at the rate given in the schedule by a single entry at the bottom of the schedule under the head, quoted rate may be made. The rates quoted shall be inclusive of ones covering all the operations contemplated in the specifications and tender schedules and all incidental works necessary for such operations such as shoring, bailing, formwork, scaffolding etc. The rates quoted shall be inclusive of all taxes.

(a) When tenders are delivered based on contractor’s alternate designs such tenders should be accompanied by a schedule of quantities of materials to be used for each items of the work with complete detailed specifications and data. In such cases the benefit of any savings in the quantities of materials actually used up under each item of work during execution will accrue to the department.

(b) The overall percentage rate accepted and specified in the agreement shall not be varied on any account whatever.

4. Not applicable and hence deleted.

5. Selected contractor will be required to produce income tax and sales tax clearance certificate before final payment is made for the work and before security deposits released.

6. The contractors submitting tender should produce copies of solvency certificates clearly indicating to what extent they are solvent from the Tahsildar of the Taluka where they reside along with their tenders – DELETED.

7. Each tenderer must also send a certificate of income tax verification from the appropriate authority in the form prescribed thereof.

    In the case of proprietary or partnership firm, it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partners as the case may be.

    If a certificate had already been produced by the tenderer during the calendar year in which the tender is made in respect of a previous tender, it will be sufficient if particulars regarding the previous occasion on which the certificate was produced are given.

8. The tenderer shall examine closely the Madras Detailed Standard Specifications, and also the standard preliminary specification contained therein excluding clause 73 and other clauses relating to arbitration contained therein and sign the Divisional office copy of the Madras Detailed Standard
specification and its addenda volume in token of such study therefore submitting his tender unit rate which shall be for finished work at site. He shall also carefully study the drawings and additional specifications and all the documents, which form part of the agreement to be entered into by the accepted tenderer. The Madras Detailed Standard specification and other documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials etc. can be seen at any time during office hours on office days in the office of the Superintending Engineer, Harbour Engineering Central Circle, Ernakulam.

9. The tenderers attention is directed to the requirements for materials under the clause "Materials and workmanship" in the "Preliminary Specification" Materials confrm to the Indian Standard Specification shall be used on the works, and the tenderer shall quote his rate accordingly

10. Every tenderer is expected before quoting his rates to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. The best class of materials to be obtained from the quarries or other sources defined shall be used on the work. In every case, the materials must comply with the relevant standard specification, samples of materials as called for in the standard specification or in this tender notice, or as required by the Engineer in any case, shall be submitted for the Executive Engineer's approval before the supply to the site of work is begin. If the contractor after examination of the source of materials defined in the Descriptive Specification sheet, is of opinion that materials complying with the standard or other specifications of the contract cannot be obtained in the . Descriptive Specification sheet, he shall so state clearly in his tender and state where from he indents to obtain the materials subject to the approval of the Engineer. The Government will not, however after acceptance of contract rate pay any extra charges for lead or for any other reasons in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard 'Preliminary Specification' excluding clause 73 and other clauses relating to arbitration therein regarding payment of seigniorage, tolls etc.

Note :- The department does not undertake to construct or make available any approach road or other means of approach to the proposed work site and tenderer shall get acquainted with the available means of approaches to the proposed ite and quote for the various items. The department shall not be liable for any claim raised later on the plea of non-availability or non-access to the site.

11. The tenderer's particular attention is drawn to the sections and clauses in the standard "Preliminary Specification" dealing with:-

1. Test Inspection and rejection of defective materials and work.

2. Carriage.

3. Construction plant.


5. Cleaning up during progress and for delivery.

6. Accidents.

7. Delays and

8. Particulars of payment.
The contractor should closely peruse all the specification clauses, which govern the rates, which he is tendering.

12. Drawings, Schedule of quantities, specifications of work to be done and conditions of contract to be entered into can be seen at the office of the under-signed on any working day during office hours. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of the schedule, that the schedule is liable to alteration by omissions, deductions or additions at the discretion of competent departmental officer or as set forth in the conditions of contract.

13. Work should be completed in all respect in 30 months from the date of handing over the sit[e or from the 10th day of executing agreement whichever is earlier.- DELETED.

14. The execution of an extra item of work and payment therefore will be based on the following conditions:

(i) There shall be an order in writing to execute the extra item of work duly signed by an Engineer not below the rank of an Assistant Executive Engineer before its commencement.

(ii) If the contractor finds, after examining the specifications and plans that extra are involved, he should give notice to the Engineer to this effect and shall proceed with the execution of the extra item, only after receiving instructions in writing from the Engineer.

15. Extra items may be classified as additional, substituted or altered items, depending on their relation or otherwise to the original item or items of work.

16. The rates for extra items shall be worked out as below:-

(i) In the case of all extra items whether additional altered or substituted, if accepted rates for identical items provided/or in the contract, such rates shall be applicable

(ii) In the case of extra items whether altered or substituted, for which similar items exist in the contract; the rate shall be derived from the original item by appropriate adjustment of cost of affected components. The percentage excess or deduction of the contract rate for the original item with reference to the departmental estimated rate should be applied in deriving the rates for such items,

(iii) In the case of extra items, whether altered or substitute and for which similar items do not exist in the contract and rates exist in the schedule of rates, the rates shall be arrived at, on the basis of the departmental data rate current at the time or ordering the extra item, after applying the tender deduction except on cost of departmental materials. Tender excess, if any, will not be applied

(iv) In the case of additional items, the rate shall be arrived at on the basis of the departmental data rates current at the time of ordering the extra item or the date of commencement of the extra item, whichever is earlier, after applying the tender deduction except on the cost of departmental materials. Tender excess, if any, will not be applied

(v) In the case of extra items, whether additional, altered · or substituted for which the rates cannot be derived from similar items in the contract, and only partly from the departmental schedule of rates, the rates for such part or parts of items as are not covered in the schedule of rates shall be determined by the Engineer on the basis of the prevailing market rates giving due consideration to
the analysis of the rate furnished by the contractor with supporting documents, including contractor's profit. This shall be added on to the departmental rate (including contractor's profit) current at the time of ordering or executing the extra item, whichever is earlier for the other part of the item, for which rates can be derived from the schedule of rates.

(vi) In the case of extra item, whether additional, altered or substituted, for which the rates cannot be derived either from similar item of work in the contract or from the departmental schedule of rates, the contractor shall within 14 days of the receipt of the order to carry out the said extra item of work, communicate to the Engineer the rate which he propose to claim for the item supported by analysis of the rate claimed and the department shall within one month thereafter, determine the rate on the basis of the market rate giving due consideration to the rate claimed by the contractor.

(vii) In the case of percentage rate contract, the rate for extra item shall be arrived at by applying the percentage excess or deduction to the departmental data rate as per the original schedule on which the tenders were invited.

17. Wherever the term "Departmental data rate" appears, it shall mean the rate derived from the departmental schedule of rates and shall include conveyance charges and contractor's profit.

18. The contractor shall not without the previous sanction in writing of the authority accepting the tender, execute any power of attorney in respect of any matter, touching this contract, and any such power of attorney executed without such sanction shall not be recognized by or be binding upon Government or their officers. It shall be entirely within the discretion of the authority accepting the tender either to grant such sanction or to refuse it or to revoke a sanction once again.

19. In making payment the total amount of the bill will be rounded off correct to the nearest rupee if the amount is above Rs. 25 and to the nearest paisa if amount is below Rs. 25/-.  

20. The tenderer shall accept one third of the total cost of earth work actually executed in respect of road works and minor irrigation works in kind in the form of any cereal under the food for work programme subject to availability; and take delivery of it from any godown of the Food Corporation of India (as directed by the Executive Engineer).

21. The contractor shall employ engineering personal as detailed below for a period of one to two years according to the tenure of the contract paying at the prevailing rates of the department

<table>
<thead>
<tr>
<th>Cost of Work</th>
<th>No. of personnel to be employed</th>
</tr>
</thead>
<tbody>
<tr>
<td>For works costing from Rs 10 lakhs to Rs.20 lakhs</td>
<td>One Engineering Diploma holder</td>
</tr>
<tr>
<td>For works costing above Rs.20 lakhs</td>
<td>One Engineering Graduate</td>
</tr>
<tr>
<td>For Pre-qualification works</td>
<td>One Engineering Graduate and one Engineering Diploma holder</td>
</tr>
</tbody>
</table>
22. In the case of the percentage rate contract, percentage rate quoted by the contractor shall not be varied on any account whatever and it shall hold good for all items done irrespective of variations in quantities.

23. The quantities provided for in the schedules may vary widely and the contractor should be prepared to do 25% excess over the schedule quantities at his quoted rates for the works.

24. The contractor further assures that it is clearly understood that the settlement of claims either by part bill or by final bill will be made only according to the availability of budget provisions and allotment of funds made with the Divisional Officer in charge of the work under the respective head of account in which work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the belated settlement of claims of bills.
2. GENERAL SPECIFICATIONS, TECHNICAL SPECIFICATIONS AND ADDITIONAL CONDITIONS OF CONTRACT
A) GENERAL SPECIFICATIONS

Name of Work: Construction of Fishing Harbour at Arthungal in Alappuzha District- 2nd Stage - Construction of Breakwaters, Wharf, Auction hall and hygienic arrangement, Covered fish loading area and Approach road, Internal road and Parking area
The following General specification and additional conditions should be read in conjunction with the conditions of contract and whenever there is a conflict of expression or variation the conditions given herein shall prevail.

1) Location of work and site conditions.

a) Location: The proposed site lies at Latitude 9° 40' North and Longitude 76° 19'0" East. Arthunkal in Alappuzha District situated 22 KM. North of Alappuzha, around 48KM from Koehl and 8 KM from Cherthala.

b) Terrain: Sea Shore.

c) Wind, Wave and Tidal observations:

Wind and wave observation were taken for one year. The predominant direction of the prevailing winds along the shore is from West and North West during May to September. The predominant direction of the waves is from West and those from North West are contributory factors during July, August and September. The waves approach the coast mostly from an angle between 240° and 360°, which is an indication of predominant southerly sediment transport, the average wave height is 2.75m with % of occurrence of about 20 % in the month of July and the period of wave is 6.0 to 8.0 seconds.

Tidal readings for months January were taken and the water levels are shown below

<table>
<thead>
<tr>
<th>Level</th>
<th>Datum</th>
</tr>
</thead>
<tbody>
<tr>
<td>MHHWL</td>
<td>+0.920CD</td>
</tr>
<tr>
<td>MLHWL</td>
<td>+0.780CD</td>
</tr>
<tr>
<td>MHLWL</td>
<td>+0.570CD</td>
</tr>
<tr>
<td>MLLWL</td>
<td>+0.280CD</td>
</tr>
</tbody>
</table>

The levels are with reference to chart datum as 0.582mtr below MSL

Type of soil and sub-soil condition:

The region is proving to mud banking phenomenon and top soil in sea bed is seen clayce soil.

2) Description of work:

The work involves construction of two rubble mount breakwaters. The contractor have to install weighbridge according to the specifications given and maintain during execution period of work. Approach road to the breakwater and Wharf and Auction hall with hygienic arrangements, Covered fish loading area, approach road, internal road and parking area have to be done.

The Salient features of the breakwater are as follows

   (A) Southern break water

Length 1110Mtr
Top Level +4.10mtr
Top Width 5 mtr
Core Material 10 to 200Kg granite Stones
Secondary Armor 300 to 500kg Granite Stone
Primary Armor 3000 to 5000Kg Granite Stone

(B) Northern break water
Length 310Mtr
Top Level +4.10mtr
Top Width 5 to 7.5 mtr
Core Material 10 to 200Kg granite Stones
Secondary Armor 300 to 500kg Granite Stone
Primary Armor 3000 to 5000Kg Granite Stone

(c) Quantity of work involved:

The total quantity of different sizes of granite stones will be about 424975 tonnes. No extra rate/claim will be given if there any variations of quantities due to bed level changes etc. The work involves identification of suitable quarry, preparation of quarry for blasting after obtaining required blasting licenses, posting required number of qualified personnel for operation as per rules, sorting stones of required size, transportation to site, installation of weighbridge, installation of laboratory for testing of stones etc. and proper placement as per detailed specification and drawing at contractors cost.

The period of completion is 30 months including monsoon period. The contractor is bound to engage sufficient number of T&P required for the work including for transportation of required quantity of stones so as to complete the whole work in time.

3) Site investigation and availability of materials.

The tendered shall satisfy himself as the nature and location of work, the general and local conditions including those bearing upon the availability of prescribed quality and quantity of stones, sizes of stones, variation in cost of materials and labour charges, transportation, storage, disposal, handling etc. of materials, availability of labour or similar physical and weather conditions at the site, the configuration and condition of the sea bed, the character, quantity and quality of surface and sub-surface materials to be encountered, the character of equipment and facilities needed primarily and during the execution of the work and all other work which may on any way affect the working or the cost thereof under the contract.

Any default or failure by the tenderer to auquint himself the all necessary information concerning these conditions will not relieve him of the responsibility for the proper fulfillment of the contract.

THE CONTRACTOR SHALL NOT BE ELIGIBLE FOR ANY COMPENSATION ON ACCOUNT OF CHANGES IN WEATHER, LABOUR STRIKE, FAILURE OR SHORTAGE OF ELECTRIC POWER SUPPLY, VARIATION IN QUANTITIES OF ITEM OF WORK, VARIATION IN CONVEYANCE DISTANCE, VARIATION IN COST OF MATERIALS AND LABOUR DURING THE COURSE OF THIS CONTRACT.

4) Availability of materials:

Various sizes of granite stones required for the construction of break waters are to be obtained
by the contractor from quarries approved by the department after due examination of
the quality of stones. The granite stones can be obtainable from the quarries operating in the
locality. The tenderer shall satisfy himself as the nature and location of quarries, general and
local conditions bearing upon the availability, blasting, quality, handling and transportation
facilities or any such conditions in respect of the quarries. The contractor is free to bring stones
from any quarry with prior approval of the Executive Engineer, but will not be eligible for any
extra claim on this account.

THE STONES TO BE USED FOR THE WORK SHOULD HAVE A MINIMUM SPECIFIC
GRAVITY OF 2.65. THE STONE SHOULD ALSO HAVE SUFFICIENT RESISTANCE TO
WEAR BY ABRASION AND COMPRESSIVE STRENGTH. IT IS THE RESPONSIBILITY OF THE
CONTRACTOR TO SATISFY THE EXECUTIVE ENGINEER ABOUT THE QUALITY OF
STONES PROPOSED TO BE USED FOR THE WORK BY STANDARD SAMPLE TEST RESULTS
ETC. AS DECIDED AT HIS COST. THE DECISION OF THE EXECUTIVE ENGINEER
REGARDING THE USE OF STONES FROM ANY PARTICULAR QUARRY/QUARRY FACE
SHALL BE BINDING ON THE CONTRACTOR. STONES WILL BE ACCEPTED FOR USE
ONLY AFTER SUCH PRIOR APPROVAL BY THE EXECUTIVE ENGINEER.

It will be the responsibility of the contractor to observe all the rules and regulations regarding
the operation of quarries including all safety measures regarding handling and storage of
explosives, blasting etc. at his expense and of all such expenses. Explosives or machinery to
operate the quarries will have to be procured by the contractor and the department has no
responsibility on this account. Proper license will have to be procured by the contractor and
informed to Executive Engineer before starting of blasting operation in quarries.

Wherever the contractor is procuring different sizes of stones/construction materials he is
bound to observe all formalities regarding the ecological balance and environmental
precautions of the surrounding area.

5) Setting out of the work:

All setting out work including alignment and profiles are to be done by the contractor as per the
directions of the departmental officers and got approved by the Executive Engineer in charge of
the work at his cost. Since the break waters are considerably long, in order to verify the
correctness of the alignment at various stages of the work, the contractor will have to put
up sufficient number of trestles with suitable materials as per the instructions of the
department. The contractor shall provide necessary labour, T&P, Survey instrument etc.
required for setting out the work as and when required without extra charges. Contractor
have to provide labour, boat and equipment assistants to take sounding along the alignment of
break water for which no extra claims will be given.

6) Bench marks and Chart datum:

The chart datum is fixed as 0.582 m below MSL.

7) Clearing up:

Upon completion of the work, the contractor shall move from the vicinity of the work all plants,
sheds, rubbish, unused materials etc. and other like materials belonging to him or need under
his direction during construction and on the event of his failure to do the same shall be
removed by the Engineer in charge at the expense of the contractor and his surety or sureties
shall be liable thereafter. Also during the course of the work any clearing up works as
directed by the executive Engineer shall be attended to by him without delay and in case of failure the department shall remove such materials from the work site at the expense of the contractor and he will have no further claim on such materials.

8) Suspension of work on account of climatic conditions:

The Engineer in charge may order the contractor to suspend any work that may be subjected to damage by climate or weather conditions. Contractor should protect the unprotected length to avoid damages due waves to break water. While stopping the work due to climate or weather the core should be properly covered to avoid damages. The contractor shall have no additional claim or compensation on this account.

9) Commencement of work and period of completion:

The work shall be completed in all respect within 30 calendar months from the date of handing over the site or from the 10th day of executing the agreement, whichever is earlier. However, a period of 30 days will be allowed for mobilizing machinery, putting-up sheds and for fulfilling other procedures and formalities from the date of handing over the site or from the tenth day of executing the agreement whichever is earlier and this is inclusive of 30 month already fixed completion of work.

10) Construction program

Within 30 calendar days after the date of award of contract or at the time of executing agreement (whichever is earlier) the contractor shall furnish a complete construction program of operations which shall provide for the orderly performance of the work. The construction program shall be in such form and in such detail as to properly show the sequence of operations and the time required for completion of the work under each item of the schedule.

Respective of the fact that the contractor's program is accepted in general, the contractor will have to expedite or allow down certain items of work as directed by the Engineer in charge when sufficient and reasonable notice is given him. Revised construction program shall be submitted at intervals of 3 months for the approval of the Engineer in charge. In addition there to the contractor shall immediately intimate the Engineer in charge of any proposed changes in his construction program. Such provision shall not however affect or supersede the period of completion as laid down in clause-10.

11) Negligence and Termination of contract

If the contractor shall neglect to execute the work in accordance with the approved program chart with due diligence, and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Engineer in charge or shall contravene the provisions of contract the Engineer in charge may give 7 days notice in writing to the contractor to make good the failure, neglect or contravention complained of and should the contractor fail to comply with the notice within a reasonable time from the date of service thereof in the case of failure, neglect or contravention capable of being made good within that time, then and in such case the Engineer-in-charge shall be at liberty to employ other workmen and forthwith perform such work as the contractor may have neglected to do or if the Engineer-in-charge shall think fit he shall be lawful for him to take the work wholly or impart out of the contractor's hand and recontract at a reasonable price with any other person or provide any other materials, tools, tackle or labour, for the purpose of completing the work or any part thereof and in that event the department shall without being responsible to the
contractor for the fair wear and tear of the same have free use of all the materials, tools, tackle or other things which may be at the site for use at any time in connection with the work to the exclusion of any right of the contractor over the same and the department shall be entitled to retain and apply any balance which may otherwise be due on the contract by them to the contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make to good the deficit the said materials, tools, tackles and other things which are the property, of the contractor may sold by the department and the proceeds applied towards the payment of such difference and the costs incidental on such sale. Any outstanding, balance existing after crediting the proceeds of such sale shall be paid by the contractor on the certificates of the Engineer-in-charge but when all expenses costs and charges incurred in completion of the work are paid by the contractor all such materials, tools, tackles or other things remaining unsold shall be removed by the contractor.

Recoveries on this or any other account due to the department by the defaulting agency will be made either from any sum that may be due to the contractor on this or any other way or under the Revenue Recovery Act in force in Kerala.

In the event of termination of contract the contractor must forth with make available to the department all the working areas and access tiere to as well as all sites which was in his occupation for the performance of the contract. He should also return the tools and plants which were given if any to him by the department. In this case the contractor will be called upon to bear the extra cost if any involve in making fresh arrangements for the work but shall have no claim whatsoever should the fresh arrangements result in profit to the department.

12) Working time:

The working time will generally be from 8 AM to 5 PM. The contractor shall not carry out any work on Sundays and other public holidays except with the prior permission of the Executive Engineer.

13) Contractor's representatives and workmen:

The contractor shall employ competent representatives whose name or names shall have previously been communicated in writing to the Engineer-in-charge by the contractor to supervise the execution of the work. Any written orders or instructions which the Engineer in charge may give to the said representatives of the contractor shall be deemed to have been given to the contractor.

The Engineer-in-charge shall have the right to object the employment continuance of any such representatives.

14) Drawings:

The following drawings attached form part of contract documents.
1. Breakwater Cross section 7Nos.

The drawings which form part of these specifications shows the work to be done under these specifications. The drawings will be supplemented and/or superseded as the work progresses by such additional, general and detailed drawings as may be considered necessary or desirable.
by the Engineer-in-charge. The contractor shall check the tender schedule and any errors or
omissions discovered shall be got clarified before submitting the tender and no further claims
on such account will be entertained after tendering.

The contractor shall on request be furnished with an additional copy of the
specifications and drawings as may be required carrying out the work, should any
discrepancies however appear or should any misunderstanding arise as to the meaning and
interpretation of the said specifications or drawings or as to the dimensions or to the quality
of materials or to the proper execution of the work or as to the measurements or quality and
valuation of works executed under the contract or as extra thereupon, the same shall finally be
decided by the Engineer-in-charge.

15) Tools and plants:

The contractor has to provide all the tools and plants required for the work. The department will
hire out the contractor any machinery available at the time, but Will not give any guarantee
regarding their working.

Recovery of the hire charges of such tools and plants hired out the contractor will be made at
the appropriate hire rates fixed by the department from time to time. The tender percentage
under the contract will be applicable only to the amount less the hire charges of any tools and
plants hired out to the contractor for the use on this work.

The maintenance schedule for the department machineries have to be followed by the contractor
for the period on which the machinery is under his custody. The hire charges do not include
operating cost and also cost of conveyance of the plant to the required place and back. Both these
charges are payable by the hirer Operating cost includes the pay and allowances etc. payable to
the operating crew and also cost of fuel lubricants and other consumable stores used, while the
plant is also hired.

If there is no departmental crew, the hirer should employ crew having the
qualifications, experiences and skill for the operation of the plant. The prior approval of the
Executive Engineer should be obtained before such crew is employed. Such crew will work under
the hirer who will pay their wages and allowances etc. directly. In case of accidents to the
operating crew while the plant is hired out, the compensation under the workmen’s compensation act should be paid by the hirer irrespective of whether the crew belong to the
department or whether the crew were directly employed by the hirer.

The maintenance schedule for the departmental machineries have to be followed by the hirer for
the period on which the machinery is under his custody. The cost of normal maintenance
including replacement of worn out parts (i.e. parts work out due to normal wear and tear) will
be borne by the department. Any repair necessitated to while the plant has been hired out which
is not attributable to normal wear and tear should be done at the cost of the hirer. The Executive
Engineer-in-charge of the cranes shall classify the repairs coming under the above categories and
his decision will be final and binding on the contractor.

The departmental tools and plants available if any will be issued to the contractor from the
office where it available, which shall be conveyed by him at his expense from the place of
issue to the site and back to the stores unless otherwise directed by the Engineer-in-charge. At
the time of returning of tools and plants they should be in working condition. Due
allowance will be given to fair wear and tear. The decision of the concerned Assistant Executive Engineer in this regard shall be binding on the contractor. In case the contractor is
not fully satisfied with the decision of the Assistant Executive Engineer, he can appear to the
Executive Engineer and his decision to this matter will be final and binding on the contractor.

In case any of the equipment issued to the contractor is lost or damaged more than by fair wear and tear the cost of repairing or replacing the same as the case may be will be recovered from the contractor as assessed by the Assistant Executive Engineer-in-charge in addition to the hire charges. The contractor can appear to the Executive Engineer against any assessment made by the Assistant Executive Engineer if he is not satisfied with it, and the decision of the Executive Engineer is final and binding on the contractor.

**Advance Payment:**
The request from the contractor for mobilization advance or work advance shall not be considered at any cost.

16) **Lien to withhold any Payment due to the contractor:**
The department shall have a lien on all and overall or any money that may become due and payable to the contractor under these present and or also or and over deposit on security amount or amounts under the conditions of contract in respect of any debit or sum that may become due and payable to the Government by the contractor either alone or jointly with another or others and either under this or under any other contract or transactions of any nature whatsoever between the Government and the contractor and also in respect of any government tax or taxes or other money which may become undue and payable to the Government by the contractor either alone or jointly with another under the . Provisions of the Government Acts or any other statutory enactment or enactments in force in modifications or substitutions thereof. The department shall at all times be entitled to deduct the said debit or sum or tax due by contractor from the money securities or deposits which may become payable or returnable to the contractor under these presents.

17) **No claim for delayed payment due to dispute etc.**
No claim for interest or damages will be entertained by the department with respect to any money or balance which may be lying with the department owing to any dispute, difference or mis-understanding between the Engineer-in-charge on the one hand and the contractor on the other hand or with respect to any delay on the part of the Engineer-in-charge in making periodical or final payment or in any other respect whatsoever.

18) **Jurisdiction:**
The contract shall be governed by the laws of India and Kerala in force with amendments from time to time and be subject to the jurisdiction of the courts of Kerala.

19) The department reserves the right to execute any portion of the contract either by themselves or otherwise or to stop or postpone the work without assigning any reasons thereof. The term Engineer-in-charge mentioned in the tender documents means, the Chief Engineer, Harbour Engineering Department, or his duly authorized representative.

20) **Responsibility for the damages due to non-completion of work in time:**
If due to delay in finishing a particular stretch of the break water in the specified period to its full shapes any damages that occurs to the structure shall become the liability of the contractor and the department shall make good such losses. Protection at the forward and of the structure
before the commencement of monsoon are to be carried out timely as per the instructions of the Executive Engineer and any loss due to non-compliance of the same shall be a liability of the contractor and such losses will be made good from him.

21) The existing road leading to the breakwater site should be maintained by the contractor till the completion of the work. This road will be used by the public as well as other contractors for the construction of other works related with the Harbour construction and other purpose.

22) **Mobilisation of Machineries**

If the contractor/firm fail to mobilize machineries required for the construction works in time as indicated in the pre-qualification bids leading to delay in the progress of construction (against the progress given in the agreement), it will be presumed that the firm/contractor has given false statement for getting pre-qualified. Accordingly the agreement executing authority will be at liberty to terminate the work at the complete risk and cost of the contractor.

If the contractor fail to bring all the machineries and equipments required for the work as agreed by them in the prequalification documents and for want of such machineries if the required progress of work is affected the contract will be terminated at their risk and cost by the Agreement executing authority.
B) TECHNICAL SPECIFICATION
It is proposed to construct a breakwaters in the sea. The Breakwater is to be aligned as per the approved lay out plan with modification if any ordered during the course of execution. Highest waves are found during rough weather and waves of maximum height up to 3.0 metres may occur at that time. The contractor is bound to take all the precautionary measures against possible damages which may occur to the structure during the course of construction. No extra claim will be entertained on this account.

a) The breakwater should be advanced to convenient length of maximum 30 m. of 10 to 200 kg stones. Necessary filter layer/core/berm as per the approved section has to be formed after dredging the sand bar wherever if necessary. The core material (10 to 200kg) for the trapezoidal section with top elevation as per the approved drawing and the toe portions can be formed by dumping the stones either manually or mechanically. No less than 50% of the core materials should consist of stones 120kg. After obtaining the necessary crest width and elevation for this section, the section has to be trimmed to the correct profile as specified in the drawings and as derived for the positions between the approved cross sections and the excess materials can be pushed forward. For these operations elevation, width and side slope for the various sections shown in the drawings are to be followed during smooth transitions at points where cross sections changes as per drawing. The bed levels shown in the cross section may vary depending upon the site conditions at the time of construction. The bottom width of the Breakwater will get suitably adjusted while keeping the crest elevation and width. Side slopes and the layer thickness are shown in the drawings.

b) After operation (a) is completed for a convenient length, the core may be covered immediately by armour stones weighing between 300 to 500 kg. For the extreme seaward ends floating pontoons and cranes mounted on them may be required if the crane engaged on the top of the core does not possess the required operational radius for the profile. The armour layer should be formed as per the approved drawing. The number of stones, the minimum sizes, the method of laying etc. explained in detail in the general specification drawings, schedule site instructions etc. are to be followed. The slopes and elevations as shows in the various sections are to be achieved with fair accuracy. The principles of transitions explained under (a) above have to be followed between the various cross sections. The maximum period in which a stretch of core formed may be left unprotected with armour stones 300 to 500 kg shall be 10 days during fair weather and two days during rough seasons. At the slopes the stones are to placed from below and proceeded upwards. No portion of the core material should be left unprotected with armour stones. This various categories of stones should be supplied according to the specification and work should be done according to the different sections of drawing to lines and levels.

c) After operation (b) for a convenient length is completed this portion has to be formed to the correct profiles and formation levels in layers as indicated in the drawings provided with primary armour for both breakwaters. The 3000 kg to 5000 kg ruble rock are to be laid in position using cranes.

d) Method of measurement

The measurement of all sizes of stones will be done by weighment on weigh bridge. If the stones brought to site are found to be not in conformity with the specifications, the same will be rejected by the Engineer in charge. The measurement for blasting will be based on initial level and final level.
IF THE CONTRACTORS FAIL TO BRING ALL THE MACHINERIES AND EQUIPMENTS REQUIRED FOR THE WORK AS AGREED BY THEM IN THE PREQUALIFICATION DOCUMENTS AND FOR WANT OF SUCH MACHINERIES IF THE REQUIRED PROGRESS OF WORK IS AFFECTED THE CONTRACT WILL BE TERMINATED AT THEIR RISK AND COST BY THE AGREEMENT EXECUTING AUTHORITY
4. KERALA STATE HARBOUR ENGINEERING DEPARTMENT SPECIFICATIONS
1. The rates tendered by a Contractor for the work shall include the Cost of

(a) All labour and supervision thereof, all materials, tools, implements and plant of every description, ladders, cordage, tackle, etc., as well as the provision of safe and substantial scaffolding required for the proper execution of the work in conformity with the specifications for the various items of work.

(b) Supplying the requisite agency with necessary equipment, to set out the work as well as to afford facilities for such examination of the work as the Departmental Officers may, at any time consider desirable, as also to count, weigh and assist in the measurement or check measurement of the work or materials.

(c) Providing and maintaining all temporary fences, shelters, lights, watchmen and danger signals and such other precautions as are necessary, for the protection of the work or materials, as well as to protect the public, and those connected with the work from accidents at the site of, or on account of the work.

(d) All sheds, mortar mills and mixing platform of every kind required for the proper execution of the work according to the specification.

(e) All fees and royalties of materials; and

(f) Finally clearing away of all rubbish, surplus materials, plant etc. on completion of the work and dressing and leveling off and restoring the site to a tidy condition prior to handing over the work to the Division Officer or his authorized assistant and also its maintenance until so taken over.

2. In the case of supplies of materials such as rubble, broken stones, gravel; sand, etc., which may have to be measured prior to being used on the work the Contractor must always, stack or arrange them neatly on level ground or on ground cleared and leveled by him for the purpose in such manner as may be ordered by the Officer in-charge so that they may be easily susceptible of inspection and measurement, the cost of such clearing, leveling and stacking or arranging being included in the rate of work Each stack must be straight and of uniform section throughout and of the dimensions specified by the Officer-in-charge. Materials not stacked or arranged in accordance with instructions issued will not be measured and paid for.

3. The Contractor shall be bound to bear the expenses of defense of any action or law proceedings that may be brought by person for any injury sustained owing to neglect of above precautions in connection with the execution of the work, and to pay any damages and cost which may be awarded in consequences.

4. The Contractor shall also help himself out of any difficulties of penalties arising from interference with private property in the execution of the contract.

5. The tenderer should state whether he has all the plants necessary for the execution of the work. If, in the opinion of the Division Officer, Contractor's own plant is neither sufficient nor suitable for the proper execution of the work, the Department may supply other available plant and recover
reasonable hire for the same. The Division Officer's decision in the matter shall be final and binding on the Contractor.

6. The Contractor shall bear the running expenses inclusive of pay of the departmental staff attached to such plant and cost of repairs of all Government plant while in his possession on hire as also the cost of restoring the same in good condition at the time of return, due allowance being made for fair wear and tear.

7. All materials and plants that are to be made over to the Contractor by the Department shall be handed over to him at the Division Office or Store Yards at Division Head Quarters and the charges for their handing, loading and unloading, and conveyance to and fro for the respective work as also for stacking the materials neatly and in regular heaps on the ground or sheds to which they are brought shall be deemed to be included in the rates for the work.

8. Unless otherwise specifically provided for in the contract, the Contractor shall at his own cost keep all portions of the work free from water, weather due to springs, soakage or inclement weather and in a neat and sanitary condition and shall also see that drainage and sewage are prevented from entering the site or work or accumulating therein.

9. The Contractor shall be responsible for the proper use and bear the cost of protection of materials made over to him by the Department for use on the work and bear any loss from deterioration or from faulty workmanship or any other cause. The cost of materials thus allowed to deteriorate amounting as it does to an excess issue over sanctioned quantities will be recovered at the rate of 20% over the actual cost. The orders of the Division engineer in this matter shall be final and binding on the Contractor.

10. The Contractor shall be responsible to see that the level or other pegs, profiles, bench marks, masonry pillars or other marks set up by the department for guidance in the execution of the work are not disturbed, removed or destroyed. If any such marks are in the opinion of the Division Officer, found disturbed, removed or destroyed, they will be replaced by the department at the cost of the Contractor.

11. Any materials brought to the site of work, or any work done by the Contractor but rejected by the Officer-in-charge as being not up to the specifications shall in the case of materials supplied be then and there removed from or broken up at the site of work, and in the case of work done be dismantled or rectified at the expense of the Contractor as may be ordered by the Officer-in-charge.

12. In all cases whether so specified in the contract or not, the work shall be executed in strict accordance with the Contractor's accepted tender and these specifications and with such, further drawings and specifications and orders as may from time to time be issued by the Division Officer.

13. Whenever the Contractor is ordered by the Division Officer or his authorized assistant or subordinate to execute any item of work which is not in the tender, it shall be the Contractor's duty to get a special price arranged for the item and to see that it is written in the work spot order book (which shall be provided by the Division Officer and kept in the work by the subordinate in charge) and that this order is initialed and dated by the contractor and the Officer ordering that particular item of work. For any extra item executed by the contractor and not so entered in the work spot order book and initialed both by the Contractor and the Departmental Officer ordering such extra
item, the Contractor shall have no claim for extra payment.

14. All disputes and differences arising out of the contract that may be executed in pursuance of this notification shall be settled only by the civil court in whose jurisdiction the work covered by the contract is situated or in whose jurisdiction the contractor was entered into, in case the work extends to the jurisdiction of more than one court.

15. The tenderers should execute and attach with the tender a preliminary agreement in Kerala stamp paper worth Rs 100/- in the prescribed form. Tenders without preliminary agreement are liable to be rejected outright.

16. Arbitration shall not be a means of settlement of any disputes or claim arising out of the contract relating of the work.

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<th>Specifications</th>
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<td>Part II</td>
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<td>Part III</td>
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5. SPECIAL CONDITIONS

1. All works shall be done in conformity with the specification and condition in the contract in force in the P.W.D. The tenderer shall quote only single rate as an overall percentage above or below or at the rates given in the schedule by a single entry at the bottom of the schedule under the head "quoted rate of the contractor" by scoring out the irrelevant portion and attesting all the corrections. The rates quoted shall be inclusive once covering all the operation contemplated in the specification and tender schedule and all incidental work necessary for such operations such as shoring, bailing; form work, scaffolding etc. The rates quoted shall be inclusive of sales tax.

2. The rate quoted by the contractor for the various items shall be inclusive of all tools and plants required for the proper execution of work and all other incidental charges and separate claim for these will not be entertained under any circumstances.

3. The quantities shown in the schedule are only approximate and are subject to variations and the contractor is bound to do additional quantities of work if found necessary at his agreed rate.

4. All the rates quoted should be inclusive of sales tax also.

5. All corrections and insertions in the original tender schedule whether in the printed matter or elsewhere shall be attested by the tenderer.

6. The contractor has to quote for the specification and unit noted in the schedule. No correction of specification, unit or quantity is admissible and if they make any correction in the specification etc., the same will be rejected. If they have to note anything, they shall note the same as a footnote at the bottom of the page.

7. The earnest money deposit receipt should be attached to the tender, properly, unless the tender will be rejected.

8. The contractor should note his Division Register number and amount of permanent earnest money deposited by him in this tender.

9. The contractor should produce the declaration in the form attached.

10. The contractor is bound to carry out items of works, which are not expressly, or impliedly described in the tender schedule, plans, specifications and agreement but which are found necessary for the proper completion of the work during execution. Payment for such extra items will be made on the basis of extra items conditions vide clause 23 (e) of Form No. G.W.D 83.

11. For L.S items, the contractor will be paid only for the actual quantity of work done or materials supplied and labour engaged at agreed rates for such items and as per condition No.10 above for extra items, but such payment will be limited to the lump sum quoted by the contractor. If he fails to quote definite L.S rates for such items, the L.S amount provided in the schedule will be operative in his case.
12. Roofing tiles, hip tiles, wire cut bricks, surkhi etc., required for the work should be purchased from suppliers approved by the Store Purchase Committee.

13. Bitumen required for the work, if issued departmentally, will be paid at Rs.…. Per MT excluding cost of drum containing the bitumen. Recovery rate of bitumen used in excess of the normal wastage of 2\% will be double the issue rate of Rs.………. per MT (excluding cost of drum). The drum containing bitumen need not be returned to the Department. Cost of drums will be recovered @Rs.………..per MT of bitumen, then the total recovery rate of bitumen including drums become Rs.………. Per MT.

14. For materials issued for the work but not used and not returned to the store sales tax as per prevailing rates will be recovered in addition to the departmental recovery plus 20% storage.

15. For cement and M.S. Rods issued for the work but not used, penalty will be recovered as per rules in addition to the value, 20% storage and sales tax.

16. It will be the responsibility of the contractor to obtain necessary land for stacking the materials for arranging the work.

17. Metal of the required sizes alone should be brought to the site of the work. Breaking boulders or rubble into metal will not be allowed either on or the side of the road. Metal should be stacked on one side of the road only and in such a way as not to cause any hazards to traffic. The stacks should be formed as per the standards profile current in the department.

18. Granite stone metal supplied should be sound, hard, enough and durable free from any decayed matter and of uniform colour and texture. Each piece should have sharp angular edge. The metal should not also contain any quarry dust or earth.

19. Siliceous gravel shall consist of only hard nodules not more than 40mm or less than 6 mm diameter in any direction, scraped from the Hill sides and free from admixture of earth or laterite chips.

20. Sand supplied should be clean, sharp and gritty to the touch, free from clay and other impurities and obtained from free watercourses.

21. Variation in supply in each 200 Meter length exceed 1% from the approved indent will not ordinarily be allowed. Supplies above 1% over the stipulated quantity in the particular 200meter length may be accepted at the discretion of the Executive Engineer and that case such will be paid at 3/4 the agreed rates. Excess supplies or deficiency in supplies by 10% however will be accepted only at the discretion of the Executive Engineer subject to its being penalized at half of the agreed rates. The maximum penalty shall however be limit to 10 % of the contract.

22. The contractor will have to make his own arrangement to convey the materials supplied by the department and for stacking of material and site shed etc. which are found necessary for the proper execution of the work. He will also responsible for the safe custody of the materials till they used for works.

23. The contractor should take out license for storing gun powder and explosive required for rock blasting as per Explosive Act, 1940.

24. Empty gunny cement bags will not be taken back but its cost at Rs.....+ VAT per bag will be
25. Recovery of MS rods shall be affected at agreed rate for the quantity actually used plus wastage if any. The percentage of wastage will be fixed by the Executive Engineer, but at any rates it should not exceed 3% of the actual usage.

26. If the department undertake the supply of any controlled materials, no claim for extra payment due to delay in supply of those materials will be entertained.

27. If material other than those specified in the tender are issued by the department, recovery will be effected at data rate plus storage plus sales tax or at current market rates at the time of issue whichever is higher.

28. Hire charges of the tar boiler and sprayer if supplied departmentally will be recovered at Rs........ per day for the whole period they are in the custody of the contractor.

29. Machinery like concrete mixer, pump set, etc. if available will be supplied by the department as per rules and hire charge recovered from the contractor at the prevailing departmental rates. The contractor has to take the machinery from the store and return to the same spot at his cost and responsibility

30. A day means 8 working hours for the purpose of calculation of hire charges rollers, pump sets and other machinery unless otherwise specified.

31. The contractor has to take the roller from the Place of delivery from the place pointed out by Executive Engineer and returns it to the same spot at his own cost and responsibility.

32. If part payment is claimed for metal supply 20% of the supply will only be made in the part bill. The spreads and consolidation should be done within two months of supply.

33. The payment of the earthwork items will be made as per level measurement as per rules prevailing in the department.

34. All items should be carried out as per relevant specification in the MDDS and all clauses of preliminary specification excluding clause 73 and other clause relating to arbitration should be complied with.

35. The moulds, shuttering etc. required for the work should be made by the contractor and got approved by the departmental officers at site before use

36. Tribes of the locality should be employed to the extent possible. The contractor should pay fair wages to the labour engaged on the work, which will be fixed by the Government and any dues to the labour will be recovered from his bill as fixed by the departmental officers.

37. The contractor alone is responsible for the safety of his labour and damages, if any, payable under "Workmen's Compensation Act" will be to his debit.

38. It shall be the contractor's responsibility to protect the public and his employees against accident
from the any cause during execution of the work and he shall indemnify the Government against any claim for injury of person or property coming from any such accident. And he shall, provisions of "Workmen's Compensation Act" apply, take steps to properly insure against any claims hereunder.

39. The contractor shall be liable for any loss caused to the Government on account of the above work including that may arise due to non-fulfillment of the contract. He should comply with the rules laid down in the Central PWD Contract regulations regarding fair wages.

40. The work should be completed in all respects as at the rate of progress within the time limit and stipulation in the from No.83 notice Inviting Tender failing which the contractor is liable to be fined as stipulated in special condition No. 47.

41. Defects, if any, noticed within the guarantee period here under from the date of completion of the work will be got rectified by the contractor, in default of which will be attended by the department and the cost made good from the contractor.

(a) The guarantee period of bridge works will be on three years from the date of completion as certified by the agreement authority.

(b) The guarantee period for building works will be two years from the date of completion of the work as certified by the agreement authority.

(c) The guarantee period for newly constructed roads will be one and half years and for works of renewal and resurfacing of roads, the guarantee period will be one year.

(d) For annual maintenance and repairs of buildings, reaching, construction of temporary sheds, patch works in road, repair works of roads excluding resurfacing and renewals, painting sign boards and direction boards, road marking and other similar works specified from time to time by government will have a guarantee period of minimum six months.

(e) or works having guarantee period of more than one year the security deposit will be released after one year after executing an indemnity bond in the specified form for an equal amount for the remaining guarantee period.

42. The contractor should produce latest Sales Tax and Agriculture Income Tax Clearance Certificate and also Income Tax Clearance Certificate for receiving final payment.

43. The contractor shall be responsible for the payment of Sales tax as per rules in force from time to time and the rates quoted for various items remain. Unaffected by any changes that may be made from time to time in the rate at which such tax is levied Sales. Tax, Agriculture Income Tax and Income Tax due to the Government from the contractor will be recovered from his bill for the works as per the advice of the authorities concerned.

44. All sums due to the Government under or by virtue of this contract shall be recoverable first from the security furnished by the contractor and if the same is found in sufficient, such deficit amount shall be recoverable under the provision of the Revenue Recovery Act for the time being in force as though same were arrears of land revenue or in any other manner as Government may deem fit.

45. The contractor agrees that before final payments shall be made on the contract, he will sign and deliver to the Executive Engineer either in the measurement book or otherwise as demanded a
valid release and discharge from any and all claim and demands whatsoever for all matters arising out or connected with the contract, provided that nothing in this clause shall charge or release the contractor from his liabilities under contract. It is further expressly agreed that the Executive Engineer in supplying the final measurements certificate need not be bound by the preceding measurements and payments. The final measurements, if any, of the Executive Engineer shall be final conclusive and binding on the contractor.

46. The tender notice and from No. 83 Notice Inviting Tender shall from part of the agreement.

47. (i) The date fixed by the Superintending Engineer for commencement and completion of works as entered in the agreement shall be strictly observed by the contractor.

(ii) To take care of any departmental delays or delay occurring due to unexpected technical problems faced during execution of work, a grace period of 20% of the original time of completion will be allowed, if found necessary, to complete the work. The officer granting grace period will record the reasons for allowing the extension in detail. The grace period will not be granted if the extension is necessitated due to the default on his part of the contractor.

(iii) For extension of time of completion beyond the grace period, fine will be imposed at the following rates:

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<tr>
<th>Period of extension</th>
<th>Rate of fine</th>
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<tbody>
<tr>
<td>First three months</td>
<td>1% of the PAC subject to a minimum of Rs.300/- and maximum of Rs.15,000/-</td>
</tr>
<tr>
<td>For every three months beyond first three months.</td>
<td>2% of PAC subject to a minimum of Rs.600/- and maximum of Rs.30,000/-</td>
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For extension of time of completion for part of the said period, proportionate amount of fine will be levied.

(iv). Bonus will be paid to the contractor@ 1% of T.S. amount subject to a maximum of Rs. 3,00,000/- for completion of works within the prescribed time limit in respect of the works which exceed T.S. powers of the Superintending Engineer after getting fund for the bonus amount.

48. If during execution, the proportion of usage of material issued departmentally alone is varied for which the price has been fixed in the tender, the quoted rate of the item will be allowed, effecting short/excess department materials actually used as well as labour charges for handing the short or excess if any provided is in the same position.

49. All the other condition and specification of contract are the same as those current in the department.
50. The methods of measurements will be as per Indian standard 1200-1958

51. All concrete should be machine mixed and vibrated.

52. FAIR WAGE CLAUSE

(a) The contractor shall pay not less than fair wages to labourers engaged by him on the work. Fair wage means wage whether for time or piece work notified at the time of inviting tenders for the work where such wages have not been so notified the wage prescribed by the Central P.W.D. for the District in which the work is done.

(b) The contractor shall not withstanding the provision of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour by his sub contractor in connection which the said work as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with (the Central PWD Contractor's Labour) regulations made by Government in regard to payment of wages, wage period deduction from the wages, recovery of wages not paid and deduction unauthorisedly made, maintenance of wages register, other terms of employment, inspection and submission of periodical returns and all wage cards, publication of scale of wage and return and all other matters of like nature.

(d) The Executive Engineer or Sub Division Officer concerned shall have the right to deduct from the moneys due to the contractor and any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of the non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or deductions made from his or their wages which are not justified by their terms of the contract or non-observant of the regulations.

(e) Vis-a-vis the Central Government, the contractor shall be primarily liable for all payments to be made under and for the observant of the regulations aforesaid without prejudice to his right to claim from his sub contractors.

(f) The regulation aforesaid shall be deemed to be a part of this contract and breach thereof shall be breach of this contact


(a) When excavations have been made or obstacle have been put in public thoroughfares or in places where there is likelihood of accident, the contractor shall comply with any requirement of law on the subject and shall provide suitable hoarding, lighting and watchman as necessary.

(b) It shall be the contractor's sole responsibility to protect the public and his employees against accident from any cause and he shall indemnify Government against any claims for damages for injury to person or property, resulting from any such accidents and he shall, where the provisions of the Workmen's Compensation Act apply, take steps to properly insure against claims there under.

(c) On occurrence of an accident which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the
contractor shall within 24 hours of happening of such accident, intimate in writing to the concerned Section Officer of the Department the fact of such accident. The contractor shall indemnify Government against all loss or damage sustained by Government resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines, if any, payable by Government as a consequence of Government's failure to give notice under the Workmen's Compensation Act or otherwise confirm the said Act in regard to such accident.

(d) In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923 whether by the contractor or by the Government as principal, it shall be lawful for the Executive Engineer to retain out of money due and payable to the contractor such sum or sums of money as may in the opinion of the said Executive Engineer, be sufficient to meet such liability. The opinion of the Executive Engineer shall be final in regard to all matters arising under this clause.

53. CONSTRUCTION WORKERS WELFARE FUND SCHEME

The contractor for the work shall be bound to remit an amount equal to 1% (one percent only) of the value of work to be done on account of this contract. Including cost of departmental materials towards the employer's contribution to the Kerala Construction Workers Welfare Fund as provided in the Kerala Construction Workers Welfare Fund Act, 1989. This amount shall be recovered proportionately from the part bills and the final bill for the work and the contractor shall abide by such recoveries.
6. ADDITIONAL CONDITIONS
1. No road material should be stacked at the sides of the road within 4.50 m from the centre line of the district road and 6 m in the case of Highways.

2. Road shoulders never be used as quarries for breaking of rubble into metal at the road beams and if the shoulders are found to be so used penalty of Rs.5/- per 2.83 m$^3$ of metal will be recovered from him without even calling for an explanation.

3. Advance payment for the metal brought to site for road works will be limited to 20% of the value of metal. Balance payment for metal will be paid only after finishing the spreading item, which shall be completed within 2 months from the date of supply.

4. Variation in supply in each 2 hectometers exceeding 1% from the approved indent will not ordinarily be allowed. But supplies above 1% over the stipulated quantity in the particular 2 hectometers may be accepted at the discretion of the Executive Engineer and will in that case be paid for at the agreed rate. Similarly if the supplies fall short more than 1% recovery rate, the extra deficiency will be made at the $\frac{1}{4}$th agreed rate. Excess supplies or deficits over 10% of the contract will however be accepted at the discretion of the Executive Engineer, subject to its being penalized at half the agreed rates only. The maximum penalty shall however be limited to 10% of the contract.

5. Supply of material for each layer of metalling should be completed first and got check-measured before spreading each layer is started. Collection for metalling should not be started before the soling is completed.

6. Bitumen required for the work is to be procured by the contractor himself from IOC etc. and the cost will be reimbursed to him on production of the bill and no tender excess will be admitted towards the cost of bitumen for all work.

7. Conditional tenders are liable to be rejected outright.

**MEASUREMENTS OF EARTH WORK**

All measurements for payment of earthwork finished as per the specification will be on level basis. The contractor should make necessary arrangements for taking levels and check levels. The initial and final levels taken for the purpose of measurements being signed by the contractor in token of his acceptance of such levels taken by the Departmental officers.

Before starting the earthwork, initial levels should be taken by the Assistant Engineer check measured by the Assistant Executive Engineer and the initial levels plotted with the proposals should be got approved by the Sanctioning authority.
SCHEDULE-D

APPLICABLE TO ALL CLASSES OF WORK OTHER THAN THOSE RELATING TO ROADS, CHANNELS AND CANALS, WHERE A MINIMUM OF FIFTY WORKERS ARE EMPLOYED. (Rules (or the provision of Health and sanitary arrangements for workers)

The Contractor's special attention is invited to clauses 37, 38, 39 & 51 of the preliminary specification of the Madras Detailed Standard Specification of Roads and Bridges and he is requested to provide at his own expenses the following amenities to the satisfaction of the Executive Engineer.

1. First Aid: - At the work site, there shall be maintained in a readily accessible place, first aid appliances and medicines including an adequate supply of sterilized dressings and sterilized cotton-wool. The appliances shall be kept in good order. They shall be placed under the charge of a responsible person who shall be available during working hours.

2. Drinking Water: (a) Water of good quality for drinking purpose shall be provided for the workers on a scale of not less than three gallons/head per day.

(b) Where drinking water is obtained from an intermittent public water supply, such work site shall be provided with a storage tank where such drinking water shall be stored.

(c) Every water supply storage shall be at a distance of not less than 15m from any latrine, drain or other sources of pollution. Where water has to be drawn from an existing well, which is within such proximity of any latrine, drain or other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and provided with a trap door, which shall be dust and waterproof.

(d) A reliable pump shall be fitted to each well, the trap door shall be kept locked and opened only for inspection and checking of which shall be done at least once a month.

3. Washing & Bathing Places: - Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept clean and well drained. Bathing or washing should not be allowed on or near any particular drinking water well.

4. Latrine & Urinals: - There shall be provided within the premises of every work site, latrines and urinals in such accessible place and with accommodation separately for each of them shall be on following scale or in the scale directed by the Executive Engineer in any particular case.

   1. Where the number of persons employed does not exceed 50. - 2 Seats
   
   2. Where the number of persons employed exceed 50 but does not exceed 100. - 3 Seats
3. For every additional 100 (per hundred). - 3 Seats

If women are employed, separate latrines and urinals screened from those for men shall be provided on the same scale.

Except in work sites provided with water, flushed latrines connected with water born sewage system, all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year. The excreta from the latrines shall be disposed off at the contractor's expenses in out way pits approved by the local public health authority. The contractor shall also employ adequate number of scavengers and conservancy staff to keep the latrines and urinal in a clean condition.

5. Shelters during Rest: - At the work site, there shall be provided free of cost of two suitable sheds. One for meals and the other for rest for the use of workers.

6. Crèches: - At every work site at which 50 or more women workers are ordinarily employed, there shall be provided two huts of suitable size for the use of children under the age of 6 years belonging to such women. One hut shall be used for infant's games and play and other as their bedroom. The huts shall not be constructed on a standard lower than the following: 1) Thatched roofs  (2) Mud floor and walls  (3) Planks spread over the mud floor and covered with matting. The use of the huts shall be restricted to children, their attendants and moths of the children.

7. Canteens: - A cooked food canteen on a moderate scale shall be provided for the benefit of workers if it is considered as expedient.

8. Sheds for Workers: - The contractor should provide at his own expense sheds for housing the workers. The sheds shall be on a standard not less than the cheap shelter type to live in which the workers in the locality are accustomed. Floor of about 1.80 x 1.50 m for two persons shall be provided. The sheds are to be in rows with 1.5m clear space between sheds and 24m clear space between roofs if conditions permit. The worker's camp shall be laid out in units of 400 persons, each unit to have a clear space of 12 m feet on each side.

FORM OF DECLARATION

1. I.......................................................... do hereby declare that none of my relations as per the list given in Section 6 and Schedule A of the Companies Act, 1956 is in charge of the above work or are having control over it.
2. I.......................................................... do hereby distinctly and expressly declare and acknowledge that I have read the Madras Detailed Standard Specification and the preliminary specification therein.
7. ADDITIONAL SPECIAL CONDITIONS
The following additional conditions should be read in conjunction with the conditions of contract mentioned in form No.83 and wherever there is a conflict of expression of variation, the conditions given here in shall prevail.

1. Supply of departmental materials:– Cement and steel will not be supplied departmentally in respect of works in which the estimated cost exceeds the amount of Rs. 45 lakhs. The contractors will purchase the same and complete the works. They will also establish laboratory facilities for testing quality of the materials at their cost.

In respect of works in which the estimate cost is below Rs. 45 lakhs, the contractor shall be bound by the agreement to purchase approved quality of Cement and steel from open market and to complete the work as per the time schedule fixed and he will be paid the market rates to the nearest available source as fixed by the Executive Engineer P W D of concerned district. Similarly for all works, involving usage of bitumen, the actual cost of bitumen purchased will be reimbursed to the contractor and in doing so and no contractors profit and tender excess will be allowed for the purpose.

2. Extension of time of completion of work and fine:-

a) To take care of any departmental delays or delay occurring due to unexpected technical problems faced during execution of a work, a grace period of 20% of the original time of completion will be allowed, if found necessary, to complete the work. The officer granting grace period fill record the reasons for allowing the extension in detail. The grace period will not be granted if the extension is necessitated due to the default on the part of the contractor.

b) For extension of time of completion beyond the Grace period, fine will be imposed at the following rates:-

<table>
<thead>
<tr>
<th>Period of extension</th>
<th>Rate of fine</th>
</tr>
</thead>
<tbody>
<tr>
<td>First three months</td>
<td>1% of the PAC subject to a minimum of Rs.300 and maximum of Rs.15,000/-</td>
</tr>
</tbody>
</table>
For ever 3 months beyond the first three months 2% of the PAC subject to a minimum of Rs. 600/- and maximum of Rs. 30,000/-

For extension of time of completion for part of the said period, proportionate amount of fine will be levied.

c) Termination of contract

The present system of risk and cost termination will continue.

If the contractor fails to execute the work as per the agreement or neglect to execute the whole work or Part or fail to maintain specific rate of progress in accordance with program or work, the department has liberty to terminate the contract and re-arrange the whole or part of the work at the risk and cost of the contractor. If as a result such measures due to the default of the contractor any loss to Government will be recovered from the contractor arrears of revenue. Recoveries on this or any other account will be made from the sum that may due to the contractor or this or any other subsisting contract in this or other department or under the Revenue Recovery Act or otherwise government may decide.

3. Responsibility for safe custody of materials at work site/stores:-

The responsibility for safe custody of materials at work site and during transit will be vested with the contractors. The concerned Overseer in charge of the work will verify the stock and initiate action if shortage in stock is noticed. Other inspecting officers will also verify the stock during inspection.

4. Performance guarantee:-

The contractor who quote very lower will remit performance guarantee with a view to curb the tendency to quoted rates and execute the works unsatisfactorily.

a) If the quoted rate for a work is below 50% it will be rejected.

b) If the quoted rate is between 25% and 50% below estimate rate, the contractor will remit performance guarantee equal to the difference between estimate PAC and quoted PAC. This will be released after satisfactory completion of the work.

5. Time of executing agreements:-

Execution of agreements for work will be made within the time limit prescribed as follows:-

a) Time allowed for executing agreement without fine will be 20 days from the date of acceptance of tenders.

b) Further time of 10 days shall be allowed to execute agreement by realizing a fine of % of the PAC subject to a minimum of Rs. 500/- and maximum of Rs. 15,000/-

c) Tenders will be rejected if agreement is not executed within 30 days and work will be
awarded to the next lowest tender as stipulated under clause 4.10.5 of the Code.

d) Bank guarantee:-For pre-qualification works unconditional bank guarantee at the rate of 10% will be insisted at the time of executing agreement.

6. Handing over site of works: - The contractor will take over charge of the site within 10 days after executing agreement and commence the work

7. Tender Conditions - Examining of site conditions before submitting tender: - The contractors will examine the site conditions and satisfy themselves of the availability of materials at nearby places, difficulties which may arise during execution etc. before submitting tender for the work.

8. If any materials required for the work is issued departmentally, the contractor shall use. These stores items for the work and the cost of such items will be recovered at the rate fixed by the Executive Engineer as per the rules of department

9. The contractor shall not be eligible for any claim of interest on any amount due to him on account of any delay in payment of bills for any reason.

10. If the rate of progress of the works as per the agreement is not achieved at any time appropriate action to maintain the rate of progress shall be taken by the department and the same shall be settled in accordance with the Clause 60 and relevant Clause of MDSS.

11. The weigh bridge to be installed by the contractor should confirm to the following specifications:

The weigh bridge should be of minimum 30 Tonne pitless electronic compression type conforming to ISI specification of size 9mx3m or the nearest available with computer, display panel, UPS, printer, table and chair, having four/six load cells which should have special mounting hardware to ensure universal motion in eliminating impact of non axial loads100% stainless steel construction, over load safe capacity 150% of rated capacity. The digital weight display should be self contained microprocessor based system for indicating gross and net weights, at least 23mm character size with protection against all forms of electromagnetic and radio frequency interference and oscillatory loads. The system should have built in software and have a battery back facility of at least 3 hr. which can be used separately when the mains power is not available. Also the software should have provisions for printing weights for each trip, category of stones, daily total, periodical totaling. The stamping should conform to Indian weights and measures regulations and necessary stamping should be obtained by the contractor from legal metrology department as per rules. The whole system should be tested and made operational to the satisfaction of departmental officers at site, including all cost, taxes, operation charges, hire charges, electricity connection and subsequent energy charges etc. complete.

All stationery materials required for measurement, printing also to be supplied by the contractor in time at his own cost.
12. The contractors participating in the pre qualification tender should produce the relevant certificate from the agreement authority to the effect that he has satisfactorily completed the construction of similar work costing not less than 40% of the PAC cost not less than during the last five years. Tender without the above certificate is liable to be rejected.

13. The contractor shall provide the land required for the erection of weighbridge near the foot of the breakwaters with sufficient access to play all kinds of vehicles for measuring various items required for the breakwaters at his own cost.

14. The contractor shall provide sufficient extent of land required for casting yard for casting required number of tetra pods for the breakwaters as per the program of work near the site with sufficient access for conveying the pre cast tetra pods and materials at his own cost.

15. Sampling and strength of concrete mix for all concrete works under the agreement shall be in accordance with Clause 15 and the acceptance criteria shall be in accordance with Clause 16 IS: 456. All cost for sampling, testing shall be born by the contractor and the same is treated as included in the rate for the item. If the sufficient strength confirm to the IS Specification is not obtained, all the tetra pods for which the sample taken will be summarily rejected.

16. Testing machine of approved quality with required size and capacity shall be provided by the contractor at site at his own cost.

17. If any work is arranged beyond day time after obtaining prior permission from the Executive Engineer, the site including breakwaters should be well illuminated.

18. All arrangements are to be made by the contractor at his own cost for taking periodical soundings along the alignment of breakwater/fixing permanent reference station in land and sea and fixing alignment etc.

19. All Environmental factors are to be strictly observed as per rules.

20. No destruction of mangroves should take place during the construction and operation of the project.

21. The dredging materials from the project should not be dumped with any part of the biosphere reserve on eco sensitive area or fishing areas.

22. Groundwater should not be drawn at the project site.

23. Concreting and other fabrication jobs, if any, should be undertaken in yard on the land located outside CRZ area and the transfer of materials to the site should be through a pre-decided corridor. Similarly, the movement of construction barges, machinery etc. should be restricted to the pre-decided operational area.

24. Temporary colonies of the labour work force etc. should be established outside CRZ area and proper sanitation including toilets and bathrooms should be provided to the
inhabitants to prevent abuse if the inter-tidal area. Sewage and other waste generated in these settlements should not be released to the sea.

25. The noise level during the construction phase should be kept within the prescribed limits in the project area by adopting appropriate control measures such as through proper lubrication, muffling and use of modern equipments.

26. It should be ensured that inter tidal and super tidal areas are restored to their original contours after the construction is completed. General clean up along the corridor adjacent areas and incidental regions should be taken up and extraneous materials such as drums, sacks, metal scrap, ropes, excess sediment, make shift hut and cabins should be cleared from the site.

27. Regular sprinkling of water or 2% solution of CaO12 around vulnerable areas of the construction sites should be made from trucks or through water sprinklers or any other suitable methods to control fugitive dust.

28. The implementing agency shall also identify suitable sites for disposal of the dredged materials. Construction materials will be obtained only from the approved licensed quarries.

29. Construction spoils including bituminous materials and other hazardous materials must not be allowed to contaminate water courses and the dump sites for such materials must be secured so that they should not leach into the ground water.

30. The construction material should be obtained only from approved quarries. In case new quarries are to be opened, specific approvals from the competent authority should be obtained in this regard.

31. Adequate precautions should be taken during transportation of the construction material so that it does not affect the environment adversely.

32. Specific percentage rate should be quoted and the contractor will be paid at the above rates only.

33. If there is any increase in the fair wage or minimum wage during the course of work due to enactment of law or execution orders by the Government, the contractor will be bound to pay the same and the department will not entertain any claim on account of such arise in wages.

34. Payment for the earth work items will be made as per level measurement or tape measurements as per rules prevailing in the department.

35. All items should be carried out as per Kerala Standard specifications. If any item not covered by the provisions under KSS the specifications or items of work as approved by the Chief Engineer, Harbour Engineering Department, will be final and binding on the
36. The program approved by the Engineer-in-charge should be strictly followed as the completion of one item may be linked with the commencement of another item of work.

37. No modification in the rates will be admissible in case the size or shape or both of R.C.C. are modified during execution, as the rate per unit shall be binding in all cases.

38. Defects if any noticed within the guarantee period will be rectified by the contractor at his cost in default of which this will be attend to by the department and the cost of made good from the contractor.

39. The conditions stated herein and those specified in the notice inviting tenders will be deemed to form part of the contract.

40. The rate quoted should be in metric units.

41. The Chief engineer reserves the right to abandon the work at any stage if Harbour Engineering Department finds such a course necessary and the Contractor will be paid only for finished items of work.

42. If it shall appear to the Executive Engineer or his subordinates in charge of the work, that any work has been executed with unsound imperfect or unskillful workmanship with materials of inferior description, the contractor on demand in written, forthwith rectify, remove or reconstruct the same in whole or in parts as the case may required at his own proper charge and cost, and in the event of his refusing to do so within a period of to be specified by the Executive Engineer or his subordinates or he shall falls to remove from the site of the work within a specified period any materials or articles which are considered by the same officer unsound or bad in quality or not agreeable to the terms of the contract and to provide immediately suitable materials in lieu of those condemned there the on tractor shall be liable to pay damages for every day not excluding ten days that he fails to comply with the written demand of the Executive Engineer or his subordinates.

43. All materials to be used on the works have to be approved by the Engineer-in-charge before use of works whether issued from the department store or procured directly by the contractor.

44. The contractor will have not claim for any compensation due to any delay in supply of departmental materials mentioned in the tender.

45. Within 10 days from executing the agreement the contractor shall prepared a working programme for the whole work keeping in mind the progress of work required as per additional special conditions item No:7 and the program should be got accepted by the Executive Engineer before commencing the work.

46. While carrying out the work damages in any done to the existing structures will have to
be made good by the contractor.

47. Rate of tax will be as applicable as per government orders or notifications in the matter from time to time.

48. The tenderer/contractor must clearly understand that the settlement of claims either by part bill or by final bill will be made only according to the availability of budget provisions and allotment of funds made with the Divisional Officer in charge of the work under the respective head of account in which work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the belated settlement of claims of bills.

49. The contractor should take his own responsibility in getting land for constructing weigh bridge and road to dumping site. Non availability of road and land for weigh bridge construction should not be a reason for completing work in time.

50. The rate once quoted should not be enhanced at any cost and the rate should be inclusive of all taxes, incidental expenses, mobilization, royalty etc.

51. While evaluating tenders, regard would be paid to national defense and security consideration.

52. The contractor shall accept it as a condition that the contractor shall be bound to execute any item/items of work as per the instructions of departmental officers at site, irrespective of individual item/items exceeding more than 25% of the quantity given in the schedule of items and such item shall be paid only at the agreed rates. However, the overall excess will be 25% of the estimated quantity.

53. In the case of prequalified tenders, the tenderer shall keep the tender firm period valid for a period of 4 months from the date of opening of his price bid.

54. EMD in the form of Bank Guarantee will also be accepted.

55. Security for work at 10% of PAC shall be in the form of Bank Guarantee with validity period up to 28 days after the defect liability period.

56. Performance guarantee 10% of PAC shall be furnished in the form of Bank Guarantee with validity period up to 2 months from the period of completion of the work as per notification.