

**TENDER
FOR**

**REVITALISATION OF PEROORKADA FACTORY,
TRIVANDRUM (PFT)**

Volume - III

SPECIFIC CONDITIONS OF CONTRACT

**Tender No. HITES/IDS/HLL-PFT/26/02
(e-tender ID: 2026_HITE_288209_1)**

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(e-Tender)

GENERAL

1. Execution of works:

The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and complete the Works & remedy any defects therein in accordance with the Contract. The Contractor shall provide all labour, including the supervision thereof, materials, Constructional Plant and machineries and all other things, whether of a temporary or permanent nature, required in and for such execution, completion, maintenance and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

If the contractor finds any discrepancy in the drawings or between the drawings, bill of quantities and specifications, he shall immediately and in writing refer the same to the Engineer - in- Charge for clarifications who shall decide the matter.

The successful contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the bill of quantities and rates instructions in respect of such additional items and their quantities will be decided as per the provision of the contract and issued in writing by the Engineer-in-charge.

The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the requirements/ satisfaction/ direction of the Engineer-in-charge and no deviation of any account will be permitted.

The contractor shall have to use materials from the makes / manufacturers specified in the list of materials of approved brand and/or manufacture contained in the contract documents and as approved by the Engineer - in- Charge. Wherever different pattern/ Design/ Quality of materials with same specification/ make as specified in the contract, is available in the market, Engineer-in-Charge will approve the pattern/ Design/ Quality of the material/ item which shall be final and binding on the contractor. The contractor shall supply samples of all the materials/ fittings/ fixtures proposed to be used in the work and obtain approval of the Engineer - in- Charge. These samples shall be retained at site till completion of the work. If subsequently it is found that approved material upon testing does not meet the requirement as specified in the contract the contractor shall get approval of alternate material.

2. Shop Drawings

The Contractor shall furnish for approval of the Engineer-in-charge, Shop drawings of all equipments and materials required to complete the work as per specifications well in advance, as per the direction of EIC. These drawings shall contain details of construction, size, arrangement, operating clearances, performance characteristics, and capacity of all items of equipment, as also the details of all related items of work of other trades. All shop drawings are to be made in accordance with latest fire safety norms and building codes.

3. Disruption of Progress

The Contractor shall give 4 weeks, in advance, written notice to the Engineer-in-charge whenever planning or progress of the Works is likely to be delayed or disrupted due to non-issue of any drawing or order by the Engineer-in-charge. The notice shall give details of the drawings or order required explaining why and by when it is required and if any delay or disruption is likely to be suffered on that account.

If by reason of any failure or inability of the Engineer-in-charge to issue drawings/ order/ clarifications within 4 weeks of such notice by the Contractor and the contractor suffers delay, then the Engineer-in-charge, shall record the facts for any extension of time under respective clause of the agreement. Notwithstanding anything stated above, the Contractor shall not be eligible for any financial compensation arising due to any delay.

No compensation and/ or interest arising out of that, whatsoever shall be payable to the contractor for any damage by rains, lightening, wind, storm, floods, tornadoes, earthquakes, or any other natural calamities during execution of work and no claim on this account will be entertained for such damages.

4. Samples & Approval of Materials

The Engineer-in-charge will not supply any materials required for execution of the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials including steel and cement.

Prior to ordering any equipment/ material/ system, the Contractor shall submit to the Engineer-in-charge the catalogues, along with samples from approved list of manufacturers. No material shall be procured without written approval of the Engineer-in-charge.

Prior approval of each and every material including steel cement, aggregate, bricks etc or any other fittings & fixtures shall be taken by the contractor from the Engineer-in-charge. Samples for all the materials to be used in the work shall be got approved from Engineer-in-charge before their bulk procurement. Samples approved shall be kept in the sample room till the completion of the work.

All materials used on the Works shall be new and of the approved quality and make available, conforming to the relevant specifications of the contract. Prior approval shall be obtained in writing from the Engineer-in-charge for all materials proposed and when necessary, approved samples duly identified and labeled shall be deposited with the Engineer-in-charge and shall be kept in the sample room at Site. List of approved make indicates make/ manufacturer generally acceptability. Final choice of make/ manufacturer of material & models shall be with the Engineer-in-charge.

5. Material and Equipment

All material and equipment shall conform to the relevant Indian Standards and bear IS marking where ever applicable.

Where interfacing is involved, both equipments shall be mutually compatible in all respects.

Where an item of equipment, other than as specified or detailed on the drawings, is approved by Engineer-in-charge, requires any re-design of the structure, partitions, foundation, piping, writing or any other part of the mechanical, electrical or architectural layout, all such re-design, and all new drawings and detailing required therefore, shall be prepared by the Contractor at his own expense and approval obtained from the Engineer-in-charge.

All similar equipment, materials, removable parts of similar equipment etc. shall be inter-changeable with one another

6. Approved makes for materials and vendor list

The contractor shall procure materials amongst the vendors as mentioned in the approved make lists enclosed with this tender. In case a material is not available from any of the vendors in the enclosed vendor lists, the contractor may intimate and submit details of source from where the contractor wishes to procure the material, along with complete details and the particular material shall be got approved from the Engineer - in- Charge before procurement.

7. Safe Custody and Storage

The contractor shall be responsible for safe custody of all materials, machinery and equipment supplied and installed till the final taking over by the Client/ HITES.

8. Safety Measures

The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

The contractor shall take all precautions and measures to ensure safety of works and workmen and shall be fully responsible for the same. The contractor shall ensure that the works are governed by relevant safety codes and as per direction of Engineer-in-Charge

The Contractor shall be fully responsible for the adequacy, stability and safety of all site operations and methods of work/ construction. The contractor shall ensure that all safety norms are followed as per statutory requirements.

The Contractor shall at his own expense, erect and maintain in good condition temporary barricades all around the working area as per directions of the Engineer-in- charge.

The Contractor shall provide required safety PPE to all its staff and labourers engaged at site. Required PPE shall be supplied to HITES Engineers free of cost.

9. Watch & Ward and Lighting

The Contractor shall throughout the execution and completion of the Works and the remedying of the site and the Works and the remedying of any defects therein have full regard for the safety of all persons entitled to be on the site and keep the site and the Works in an orderly state to avoid any accident or danger and provide safety measures, lights, guards, fencing and barricades where ever necessary or required by the Engineer-in- charge, or by any duly constituted authority, for the execution and for the protection of the Work, and/or for the safety and convenience of the public or others and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to person or property of the public or others resulting from pollution, noise and other causes etc. at his own cost.

10. Care of Works

From the commencement to the certified completion of the whole of works, the contractor shall be responsible for the care, safety and maintenance of the works executed under the contract thereof and of all temporary works. In case of any damage/ loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever save and except the expected risks, the contractor shall at his own cost repair and make good the same, so that on completion the works shall be in good order and condition in conformity to every respect with the requirements of the contract. The contractor shall also be liable for any damage to the works occasioned by him including his subcontractors in the course of any

operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under the Contract. In case of failure on the part of the contractor the damage/ loss/ injury shall be made good by the HLL at the risk and cost of the contractor.

11. Temporary Working arrangements

The Contractor shall furnish to the Engineer-in-charge full particulars i.e. site location and area required including drawings, etc. of all temporary works necessary for the execution of the works and shall give adequate time to the Engineer - in- Charge for his approval. The Contractor shall be solely responsible for the stability and structural safety of all temporary works including obtaining statutory approvals and payment of statutory fees, if any. Should it be necessary to shift the temporary works to some other place during the execution of the works, the Contractor shall do so, at his own cost.

12. Initial and Final Clearance of site for temporary works:

The Contractor shall be responsible for the clearance of the site of all scrub, debris, rubbish, etc. to be removed off site to a location to be provided by the contractor and approved by the Engineer- in-charge. However, no trees shall be removed without the prior permission of the Engineer-in-charge. The structures, services and works required to be demolished and removed shall also be removed off site to a location as mentioned above. The Contractor shall obtain necessary permissions and approvals from the local authorities for such disposals. The demolition shall include digging, excavating and removal of substructures, foundations and buried works. The cost of all this shall be included in the rates quoted by the Contractor.

The above is applicable for all site offices, labour camps, and godowns etc., which are not required after the work is completed.

13. Storage, Cleaning and Dewatering

The Contractor shall at all the times during the execution of work keep the Site clean and free from all debris and unwanted materials on a daily basis as per instructions of the Engineer-in-charge.

Storage of materials shall be in an organized manner and in proper compartments as directed by the Engineer - in- Charge. Storage on suspended floors shall not be permitted unless specifically approved in writing by the Engineer-in-charge for specific materials in specific locations and in approved manner. The Engineer-in-charge shall be furnished with load details, if requested, before seeking approval for storage.

Regular cleaning operations shall be undertaken to remove all dust, debris, waste materials etc.

The Contractor shall make his own arrangement for storage of those materials, which can be accommodated at site. Contractor shall be fully

responsible for safe custody of the same. Materials shall be considered as “Delivered at Site” only after the physical presence of materials at site are verified by the Engineer-in-charge. Storage of materials / equipment elsewhere shall not be considered as “Delivered at Site.”

The Contractor shall be responsible to keep entire site free from water due to water coming from any source at any level and shall protect all materials and works from being damaged by the water from any source. Contractor shall make proper arrangements for drainage prior to use of water for curing, testing, cleaning etc.

Any expenditure incurred by the Contractor in fulfillment of his obligations under this sub-clause shall be deemed to have been included in the financial bid and subsequent contract.

14. Contractor's Superintendence

(a). The contractor shall be solely responsible for the means, methods, techniques sequence and procedure of construction. The Contractor shall be responsible to see the completed work complies accurately with the Contract requirements. The Contractor shall provide all necessary superintendence during the execution of the Works as per contractual provisions.

(b). Contractor's Representative for Execution & Coordination of Works

The Contractor shall ensure his presence at site all times during working hours throughout the course of the Contract or depute a competent representative who shall be empowered to receive instructions from the Engineer - in- Charge in respect of all matters likely to arise in connection with the execution & coordination of the works at the site. Contractor's Authorized Representative shall take joint measurements and sign the measurement books / bills. Any direction, explanations, instructions or notices given by the Engineer-in-charge to such representative shall be held to be given to the Contractor. In case of absence of said Representative other alternative representative should also be mentioned having same responsibilities.

The contractor should submit curriculum vitae (CV) of the key personnel proposed to be deployed at site as per Schedule "F" of GCC for supervision and execution of work.

The contractor under normal circumstances would not be allowed to replace the key personnel during the execution of the contract. However, for any reasons, due to unavoidable circumstances if it becomes necessary in the interest of the project to replace any one / all the above key personnel the contractor must submit the CV of the new personnel (having qualifications and experience as per requirement of the contract) to Engineer-in-Charge for their approval.

A list of all technical and key personal staffs must be submitted to the Engineer- in-Charge with their area of work/ responsibility with verified signature and the link persons to receive the instructions at site (in case the main person was not found at site) during the inspection by representative of Engineer-in-charge. Any staff of contractor found incapable/unsuitable to execute the assigned work shall be replaced by the Contractor if desired by the Engineer-in-Charge.

(c). Contractor's Employees

The Contractor shall employ competent Engineering staff/ technical assistants/ technicians who are qualified, skilled and experienced in their respective trades, to ensure proper supervision, quality & output of the work they are required to supervise. No child labour shall be employed on the work. All the skilled semi-skilled and unskilled labour shall work under the sole guidance of the contractor/his representative.

(d). Removal of Contractor's Employees

The Contractor shall on the direction of the Engineer-in-Charge immediately remove from the work any person employed thereon by him who may, in the opinion of the Engineer-in-Charge has misconducted himself and such person shall not be again employed on the works without the permission of the Engineer-in-charge.

(e). Unauthorized Persons

No unauthorized persons shall be allowed on the site. The contractor shall provide complete security arrangement for the campus during construction to avoid trespassing. The Contractor shall ensure all such persons are kept out and shall take steps to prevent trespassing. However, the contractor will make sure to provide free access at any time for Engineer-in-charge to the site and other working places.

15. Compliance with Statutes, Regulations, Etc.

The contractor shall conform to the provisions of all statutes, ordinance, laws, acts of the legislature relating to the works, and to the regulations and by-laws of any local or other duly constituted authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected. The Contractor shall keep the HITES indemnified against all fines or penalties or liability of every kind for breach of any such statutory ordinance, law act of the legislation, regulations, and byelaws as aforesaid.

The contractor shall before making any variations from the drawings or specifications that may be necessitated by such regulations, give to the Engineer- in-charge written notice, specifying the variation proposed to be made and the reasons for making it and apply for instructions thereon. The contractor will not execute any work without written permission from the Engineer-in- charge

The contractor shall bring to the attention of the Engineer-in-charge any specific requirement of the local authorities or any notice required for execution by virtue of such acts, regulations or bye-laws of such authority, or public office. All fees that may be chargeable in respect of these works shall be reimbursed by the HITES on production of authorised receipts.

16. Setting out

The contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels or reference issued by Engineer-in-charge in drawing or in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the works, and during defects liability period, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do by the Engineer-in-charge and/ or his authorized representative shall at his own cost, rectify such error to the satisfaction of the Engineer-in-charge. The checking of any setting out or of any line or level by the Engineer-in-charge not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve the benchmarks; sight-rails, pegs and other things used in setting-out the Works. Any rectification works required should be done by the Contractor at his own cost.

17. Quality of Materials, Workmanship and Test

All the materials used in the work shall be subjected to the mandatory tests as prescribed in the specifications or as directed by EIC and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the Engineer-in- charge's instructions and shall be subjected from time to time to such tests as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the Site or at an approved testing laboratory. The source of supply and/ or manufacturing within/ outside India may be inspected by the Engineer-in-charge or any representative as nominated by the HITES. The expenditure on this account is deemed to be included in the rate quoted.

The contractor shall upon the instruction of the Engineer-in-charge's representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The Engineer-in- charge may issue instruction in regard to removal of material

from site or any work, if these are not in accordance with the contract. The contractor shall provide such assistance, instruments, machinery, labour and materials as are required for examining, measuring, sampling, testing of material or part of work.

The Engineer-in-charge may carry out Third Party Quality Assurance /Audit by an independent agency/ individual/firm/institute at any time appointed by client / HITES. The agency will be permitted and offered all support related to site inspection by the Contractor. Observations/ discrepancies noticed by third party quality assurance/audit shall be attended by the contractor at his own cost and compliance report to be submitted to the Engineer-in-charge. No compensation and /or any interest arising out of that shall be payable due to any delay during the technical audit till receipt of satisfactory report from the audit agency which shall be a pre-requisite for release of final bill payments.

Samples:

All samples of materials and/or items of works in adequate numbers, sizes, shades & pattern as per specifications shall be supplied free of charge by the contractor without any extra charge. All other expenditure required to be incurred like conveyance for taking the samples for testing at the laboratory, packing, etc., shall be borne by the contractor. If the test results do not conform to the specifications and standards laid down, the materials shall be rejected, the contractor shall remove such materials from site. The laboratory for testing of samples shall be decided by the Engineer – in charge, whose decision shall be final and binding. A register shall be maintained for the materials brought to site, tested and test results shall be recorded and verified by Engineer-in-charge.

18. Defect after completion

(a). General

Any defect, shrinkage, settlement or other faults that may appear within the “Defects Liability Period” which in the opinion of the Engineer-in-charge are due to materials or workmanship not in accordance with the contract, shall be rectified as per the directions in writing of the Engineer-in-charge to the Authorized representative of the contractor within such reasonable time as shall be specified therein by the contractor, at his own cost. In case of default, the Engineer-in-charge may employ any person’s to amend and make good such defects, shrinkage, settlements or other faults and all expenses consequent thereon or incidental thereto shall be borne by the contractor. Such damages, losses and expenses shall be recoverable from the bills due or may be deducted from any money due to or that may become due to the contractor. If no amount is available to the credit of contractor, the Engineer-in-charge may recover the amount from the dues of the contractor from any other contract made by the Contractor with the Engineer-in-charge with any government/ department.

(b). Execution of work of repair etc.

Any defects, shrinkage, settlement or other faults which may appear or be noticed within the defect liability period, and arising in the opinion of the Engineer-in-charge from materials or workmanship not having in accordance with the contract, shall upon the direction in writing of the Engineer-in-charge’s representative and within such reasonable time as shall be specified therein and without any delay, be amended and made good or replaced by the contractor at his own cost.

(c). Cost of Execution of Work of Repair, Etc.

All such works shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer-in-charge, be due to the use of materials or workmanship not in accordance with the Contract, or due to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor’s part under the Contract

(d). Contractor's personnel to be at site

During the defects liability period the contractor shall depute at least one of his authorized representative at site along with required tradesmen to attend the defects to the satisfaction of Engineer-in-charge.

19. Force Majeure

Any failure or delay in the performance by either party hereto of its obligations under his Contract shall not constitute a breach thereof or give rise to any claims for damages if, and to the extent that it is caused by occurrences beyond the control of the party affected, namely, acts of God, floods, explosions, wars, riots, storms, earthquakes, insurrection, epidemic or other natural disasters. The party so affected shall continue to take all actions reasonably within its power to comply as far as possible with its obligations under this Contract. The affected party shall promptly notify the other party after the occurrence of the relevant event and shall use every reasonable effort to minimize the effects of such event and act in all good faith with due care and diligence.

20. Facilities for site office

The contractor shall, at his own cost, provide brand new computer / laptop (1 No.) with licensed version of Auto Cad, MS Office etc. and a multi-function printer (1 No.) with their consumables for the exclusive use of HITES.

List of approved make / manufacturer is attached as Annexure I.
