

Rajiv Gandhi Centre for Bio Technology, Thiruvananthapuram

Name of work : RGCB - Construction of the Semi permanent sheds for keeping lab and kitchen waste and storing Agricultural equipments in the RGCB Campus.

Conditions of Contract

1. The work contemplates supply of materials and carrying out the work for completion strictly with the approved specification and schedule.
2. The rates accepted shall be for finished work and inclusive of Sales tax, Income tax, Additional Sales tax or any other taxes payable.
3. The contractor is bound to carry out items of work not included in the schedule, but which are found necessary during the course of the work for proper completion of the work. These items will be treated as extra items and paid at the rates worked out providing current schedule of rates (2009) of original estimate for materials and labour adding 10% contractor's profit and applying tender excess / deduction. For items not available in the schedule of rates, market rates will be allowed for which no tender excess or deduction will be allowed / deducted.
4. The rates are inclusive of cost of all materials and it is the responsibility of the contractor to purchase the required items before hand so that the work may not be held up for want of any commodity.
5. All materials used for the work should be of approved quality as specified in the schedule and approved by the Owner / Engineer / Consultant.
6. The quantities in the schedule may vary during execution depending on actual requirement. The contractors should execute all such excess quantities at the agreed rates.
7. The contractor shall undertake to complete the work in all respect with in a period of 45 days from the date of work order. To take care of any departmental delays or delays 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 grace period will not be granted if the extension is necessitated due to the default on the part of the contractor, For extension of time of completion beyond the grace period fine will be imposed at the following rates.

Period of extension

Rate of fine

First three months

1% of the PAC subject to a minimum of Rs. 300/- and maximum of Rs. 15,000/-

For every three months beyond the first three months

2% of PAC subject to a minimum of Rs. 600/- and a maximum of Rs. 30,000/-

For extension of time of completion for part of the said period proportionate amount of fine will be levied. If in the opinion of RGCB, that the contractor is inordinately delaying work inspite of extension granted, the work will be terminated and rearranged at the risk and cost of the contractor.

9. The selected contractor should execute an agreement in stamp paper of worth Rs. 100/- after furnishing a security deposit of 5% of PAC as DD drawn on any Indian Nationalized / Schedule Bank enclosed in favour of the RGCB payable at Thiruvananthapuram which shall be released after a defect liability period of six months. Execution of agreements shall be within the time limit prescribed which is described as below.
 - a. The time allowed for executing agreement without fine will be 20 days from the date of acceptance of tenders.
 - b. Further time upto 10 days shall be allowed to execute the agreement by realizing a fine of 1% 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 tenderer as stipulated under clause 4.10.5 of the KPWD code.
10. Payments will be made on certifying the bills by the Consultants.
11. From each running bill 10% of the bill value will be deducted as retention till it reaches 5% of PAC which shall be released on virtual completion. In addition to retention, Income tax, Sales tax / Purchase tax, Contribution to Construction Workers Welfare Fund etc. Payable to Government will be deducted and remitted to the respective departments at the prevailing rates.
12. The employer reserves the right to accept or reject any offer with out giving any reason thereof.
13. Secured advance will be given for Cement and Steel supplied at site at 75% of the material cost which will be recovered from the next bill.
14. The contractor has to specify the details of service tax, if he / they propose to claim the same. The service tax component if not specified, will be considered as included in the accepted contract value.
15. All conditions regarding the tender are the same as those prevalent in Kerala State P W D.

Contractor

Controller of Administration