**2. GENERAL TERMS AND CONDITIONS**

* 1. For this contract and subsequent contract, unless inconsistent with or otherwise indicated by the context, the following terms shall have the meaning defined here under:-
     1. `The Owner’ shall mean The Managing Director , Kerala State Film Development Corporation ,Chalachithra Kalabhavan , Vazhuthacaud, Thiruvananthapuram , or his duly authorized representative to deal with matters regarding this work on his behalf.
     2. `Tenderer` shall mean person, firm or corporation who has submitted a tender against invitation to tender and shall include his legal representative, successors and assigners.
     3. `Contractor` shall mean person, individual or firm or company whose tender with or without later amendments has been accepted and to whom a letter of intent/work order has been issued.
     4. `Contract` shall mean and include the tender notice/invitation to tender, the tender and all pertaining documents, the letter of intent, the purchase order, the correspondence exchanged after receipt of tenders and before issue of the letter of intent, the drawings, technical specifications and standard relating to the contract work and the formed agreement executed by the successful tenderer/vendor with the purchaser.
     5. `Work/works` means and include all the work specified or set forth and required if any by the specification, drawings and other documents which form part of this contract or to be implied thereof or incidental thereof to be hereafter or required in such further explanatory instructions, drawings etc., as shall from time to time during the progress of the work be given by the consultant
     6. The courts situated at the place where the office of the Managing Director, KSFDC is situated viz Thiruvananthapuram alone will have jurisdiction to entertain civil suits pertaining to this contract.
  2. GENERAL CONDITIONS OF CONTRACT

The following general conditions of the contract shall be read in conjunction with the Special Conditions of the contract. The following clauses shall be considered as extent and not limitations of the obligations of the contractor.

* + 1. Tenderer should quote both in figures as well as in words the rates and amount tendered by him for each item in such a way that interpolation is not possible. All corrections and alterations in the entries of tender papers will be signed in full by the tenderer with the date. The tenderer shall sign at the right hand bottom of each page of the tender document.
    2. The tenderer should submit a statement along with his tender giving details of the tenderer`s previous experience of similar work of comparable nature, also the type and size of the organization owned by him.
    3. Tenders which are incomplete in any respect are liable to be rejected.

**2.2.4 A. EMD/Performance Guarantee/Security Deposit**

Tenderer should deposit Rs.22,500/- towards EMD. If the tender is finalized, the tenderer shall submit 5% of the contract value as performance guarantee. At least 50% of the performance guarantee can be in the form of treasury fixed deposit and rest in the form of Bank Guarantee. In addition to the performance guarantee and security deposit for 2.5% of the gross amount shall be deducted from the running /final bill of the contractors. Final claims till expiry of defect liability period. EMD/Performance Guarantee/Security Deposit will not bear any interest what so ever. This can be released only after the expiry of Defect Liability Period of one year.

B. **GST/Taxes , KCWW fund, ESI** contribution etc at the rate prevailing at the time of payment will be deducted from each running bill and final bill.

C. All statutory payment in connection with employment of workmen for this work will be borne by the contractor. The contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and pay premiums correctly to labour welfare funds constituted by the Union Government and Government of Kerala from time to time.

2.2.5. INSPECTION AND TESTING

Owner/authorized representative shall have all powers to inspect any portion of the equipment, examine the materials and workmanship of the contractor’s work at the site or any other place **pertain to this contract.**

2.2.6 MATERIALS, TOOLS AND PLANT

All materials required for the execution of the works other than those mentioned in the Special Conditions shall be supplied by the Contractor. Materials so supplied shall have the approval of the Consultant before using on the works. All the rejected materials shall be removed at once from the site of work at the Contractor’s own cost.

2.2.7 Tollages etc

The contractor shall pay all tollages and other royalties, rent and other payments or compensation, if any for getting all the materials required for the works.

* + 1. Supplying requisite agency with necessary equipments for setting out and of facilitate checking of accuracy as and when necessary should be the contractors responsibility and no extra cost will be paid for that.
    2. Temporary fences, shelters, watchman, danger signals and such other precautions as are necessary for the protection of materials and to protect the public and properties of public as well will include in the rates quoted by the contractor.
    3. The work site should be always kept clean of unwanted materials, rubbish etc., and all necessary safety precautions should be taken by the contractor as safety rules.
    4. The final clearing will include dismantling and removing all the temporary structures put up by the contractor from the premises and cleaning off the area of work so as to make it neat and tidy to the full satisfaction of the Owner.

2.2.12 REJECTION OF DEFECTIVE EQUIPMENT & MATERIALS

If the equipment or any portion of materials thereof before it is taken over, is found to be defective or fails to fulfill the extent of the requirements, the contractor on receipt of a written notice from the Owner, shall forthwith make good the defective materials within the stipulated period mentioned in the written notice or replace the equipment at no extra cost. Any damage caused during the transit testing etc. shall be made good by the Contractor without any extra charges.

* + 1. MAINTENANCE

For a period of 12 months commencing immediately after taking over of the work by the “Owner” Contractors liability shall be to replace the defective parts, rectify/reconstruct the defective work that may develop in his own construction or those of his sub contractors approved by the “Owner” arising solely from faulty materials or poor workmanship.

If it is necessary for the Contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal until the end of the above mentioned period of **twelve** months, whichever may be later. If any defects be not remedied within a reasonable time the “Owner” may proceed to do the work at Contractor’s risk and expense, but without prejudice to any other rights which the “Owner” may have against the contractor in respect of such defects.

* + 1. DEFECTS LIABILITY PERIOD

Any defect developed within `Defect Liability Period` of 12 months will have to be rectified by the contractor at their own cost and in case the defects are not rectified by the contractor, consultant/”Owner” or their representative shall get the work done at the risk and cost of the contractor.

2.2.15 Work treated as complete

1. All the defects and liabilities notified during the period of 12 months including the alteration or addition of works or devices rectified by the contractor at his own cost and risk as suggested by the owner or his representative from time to time for the smooth functioning of the system. If the defects are not cleared by contractor the work shall be treated as completed only after its completion by the owner at the cost and risk of the contractor.
2. The site is clear from all materials, site shed, etc**.**
3. The owner is satisfied with the job done by the Contractor and certified the work completed in all respects fulfilling the contractual obligations by the contractor.
4. The contractor has submitted the reconciliation statement regarding the stores received from the “Owner” and all the surplus and salvaged materials are returned to the stores

v) All equipment, tools, plant taken from the “Owner” have been returned by the contractor.

vi Any other material, taken on loan/transfer from other agency have been returned by the contractor.

vii) All power and water supply connections taken for the execution of the works have been disconnected and **all dues** cleared by the contractor.

viii) Rectifications of any damage done by the contractor to the work executed have been satisfactorily done by the contractor.

2.2.16 BY LAWS

The contractor shall comply with by-laws and regulation of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all fees and other charges and the giving and receiving of all necessary notices and the Owner shall be kept informed of the said compliances with by-laws, payment made, notices issued and received

* + 1. COMPLETION TIME

The work covered by the contractor shall be executed in accordance with the drawings within **90** days from the date of award of work or along with the civil work whichever is the earlier. As this is a co-ordination work with civil contract, all efforts must be made for smooth progress of work. However no hindrance in the HT out door works are expected as most of the civil works are indoor type. The entire work must be completed with the civil works.

* + 1. EXTENSION OF TIME

No extension of time will be allowed.

* + 1. QUANTITIES

The quantities set out in the bill of quantities are the estimated quantities of the work and are approximate. They are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract. On award of work the contractor of his own has to estimate the actual quantities of work and to communicate to the owner. No extra cost shall be paid for any variation in quantities.

* + 1. MEASUREMENT AND BILLING

Wherever mode of measurement is specified, the measurement will be taken at site as per the latest IS code of practice for measurement. The contractor or his representative shall accompany the ”Owner” or their representative in taking measurements and shall agree to the measurements taken on spot. All necessary tapes shall be of steel and shall be supplied by the Contractor. The contractor shall then present his bill based upon the agreed and recorded measurements and as per the directions of the Owner. If the contractor fails to accompany the ”Owner” for measurements, then he shall be bound by the measurements taken by the ”Owner”.

The contractor shall raise bills once a month or for a minimum payment of 25% of contract amount.

Payment towards all interim bills will be made by the “Owner” within a time limit of 30days of presentation by the Contractor.

Period of final measurement shall be one month from the time of completion of the project.

* + 1. POWER TO MAKE ALTERATIONS

The Owner shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with the instructions which may be given to him by the Owner or his representative. On submission of electrical scheme to the Electrical Inspectorate it is bound to have some changes in the panels, cables rating etc.

Such alterations, omissions, additions, substitutions shall not invalidate the contract. Any altered additional or substituted work which the contractor may be required to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respect on which the main works was agreed to be done and at the rates derived according to clause 2.2.21

* + 1. EXTRA ITEMS

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.

Rates for authorities extra items, additional, altered or substituted work as may be ordered shall be determined by the Consultant/”Owner” as follows:

* + 1. In the case of all extra items whether additional, altered or substituted, if accepted rates for identical items provided for in the contract, such rates shall be applicable.
    2. In the case of all extra items whether altered or substituted ,for which similar items exist in the contract, the rates 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 estimated rate shall be applied in deriving the rates for such items.
    3. In the case of extra items, whether altered or substituted, for which similar items do not exist in the contract, the rates shall be arrived at on the basis of provision of standard date Book prevailing schedule of rates of Public Works Department of Kerala by adding profit of 10% and applying the contractor’s quoted percentage above or below.
    4. 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 similar items in the contract, and only partly from the public work departmental rates, the rates for such part of parts of items as are not covered in the schedule of rates shall be determined by the Consultant/`Owner’ 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 prevailing schedule rates (including contractor’s profit). For the other part of the items the rates can be derived from the schedule of rates of P.W.D.

e. In the case of extra item whether additional, altered, 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 4 days of the receipt of order to carry out the said extra item of work, communicate to the owner the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the `Owner’ shall within one month thereafter, determine the rate on the basis or the market rate giving due consideration to the rate claimed by the contractor.