

**K.R NARAYANAN NATIONAL INSTITUTE OF
VISUAL SCIENCE AND ARTS**

THEKKUMTHALA, KANJIRAMATTOM P.O,

KOTTAYAM, KERALA – 686 585

Ph: 0481 270 6113, email: krnnivsa@gmail.com, web site: www.krnnivsa.edu.in

Short Tender No. 594/A1/KRNNIVSA/2019 dt 28.12.2019

**NAME OF WORK:
PROVIDING INFORMATORY ROAD SIGN BOARDS OF KRNNIVSA
IN VARIOUS LOCATIONS**

**K.R NARAYANAN NATIONAL INSTITUTE OF VISUAL SCIENCE AND ARTS,
THEKKUMTHALA, KANJIRAMATTOM P.O,
KOTTAYAM, KERALA – 686 585**

Ph: 0481 270 6100, email: krnnivsa@gmail.com, web site: www.krnnivsa.edu.in

Tender No: 594/A1/KRNNIVSA/2019	Dated : 28.12.2019
Name of work :	Providing informatory road Sign boards of KRNNIVSA in various locations
Earnest money deposit :	Rs.3,700/- (in the form of DD in favour of KRNNIVSA, Kottayam)
Time of completion :	20 Days
Last date and time of submission of tender :	3.00 pm on 14.01.2020
Date and time of opening of Tender :	4.00pm on 14.01.2020
Cost of tender documents :	Rs.650/- (inclusive of GST)
Receipt of tender :	The Director KRNNIVSA , Thekkumthala, Kanjiramattom, Kottayam -686 585
Issued to: Ph:..... Mob:..... ... Reg. No.	Issued on: D.D /Receipt No:..... Dated:.....

CONTENTS

	Items	Page nos.
1.	NOTICE INVITING TENDERS	4 - 8
1a.	SUMMARY OF NOTICE INVITING TENDERS	9
2.	CONDITIONS OF CONTRACT	10 - 18
3.	ELIGIBILITY CRITERIA & SCOPE OF WORK	19 - 20
4.	ARTICLES OF AGREEMENT	21 - 23
5	TENDER SCHEDULE	24

1.0 NOTICE INVITING TENDER

- 1.01. Sealed, item rate tenders are invited on behalf of **K.R Narayanan national institute of visual science and arts, Thekkumthala, Kanjiramattom Kottayam** for the work of **Providing informatory road Sign boards of KRNNIVSA in various locations** from competent firms for establishing the related advertising media. **[The eligibility criteria prescribed as herewith]**. The schedule of quantities and specifications etc of the contract are appended. **The last date of receipt of tender is 14.01.2020** at 3.00 p.m
- 1.02. The conditions of contract, schedule of quantities and the specifications may be carefully studied before they quote their rates. No claims for extra compensation over and above the quoted rates on the ground that the tenderers have misjudged site conditions, tender conditions or any other reason for any item of tender will be entertained by the KRNNIVSA. The tender documents can be obtained from **the office of the KRNNIVSA, Thekkumthala, Kanjiramattom** on cash payment of **Rs. 650/-** including GST, on any working day during office hours or down loaded from the web site. The amount so paid is not refundable. Those contractors who have down loaded the tender document from the web site have to procure a Demand Draft from a Nationalised Bank in favour of Director, KRNNIVSA, payable at Kottayam for the cost of the tender document and submit along with the tender documents. The tender of those contractors who have not paid the tender cost will not be entertained.
- 1.03. The tender documents signed and complete in all respects shall be forwarded so as to reach the office of the **KRNNIVSA, Thekkumthala, Kanjiramattom, Kottayam on or before 3p.m on 14.01.2020**. Any tender received after the due date and time will be rejected.
- 1.04. Tenderer will deposit a sealed envelope super scribed with the words **Tender No . 594/A1/KRNNIVSA/2019 dated 28.12.2019** for the **Providing informatory road Sign boards of KRNNIVSA in various locations** and containing the following details:-
1. Earnest Money Deposit as specified.
 2. Tender documents including.
 3. Demand draft for **Rs. 650/-** as cost of tender document in the case of tender document downloaded from the web site.
 4. Proof of experience/ registration etc. **[The eligibility criteria prescribed as here]**
- 1.05. **The received tenders will be opened in the presence of tenderers or their authorised representatives who are present at 4.00 p.m on 14.01.2020** in the office of the **KRNNIVSA, Thekkumthala, Kanjiramattom, Kottayam**
- 1.06.01 After the public opening of the tenders, the information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to the tenderer and other persons not officially concerned with such process.
- 1.06.02 Subject to **KRNNIVSA's** right to accept any tender and reject any or all tenders; the owner will award the contract to the tenderer whose bid has been determined to be substantially responsive to the tender documents and who has offered the lowest Evaluated Tender Price provided further that the tenderer has the capability and resources to carry out the contract effectively.

- 1.06.03 Prior to the expiry of the period of validity of the **KRNNIVSA**, will notify the successful tenderer in writing by registered letter that his tender has been accepted. This letter (hereinafter referred as letter of acceptance/work order) shall name the sum, which the **KRNNIVSA**, will pay to the contractor in consideration of the execution, completion, operation, maintenance and guarantee of the work by the contractor as specified by the contract (hereinafter called the contract price).
- 1.06.04 Before commencing the work and within a week after the letter of acceptance of the tender has been intimated to him, the tenderer shall make a security deposit as given in Clause 1.11 of this notice and furnish the same for the proper fulfilment of the contract and shall execute an agreement for the work in required non-judicial stamp paper in the format given as “Articles of Agreement”.
- 1.06.05. If the tenderer fails to execute the agreement as stated above within the specified period, the earnest money deposit shall be forfeited to the **KRNNIVSA** and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the tenderer to pay the required deposit, execute the agreement or take possession of the work site, any loss to the **KRNNIVSA** results the same will be recovered from the tenderer by deducting from any amount due to him from other works or revenue recovery or by any other suitable course of action including legal proceedings.
- 1.07. Tenders not properly filled up mutilated with incorrect calculations or generally not complying with the conditions of tender are susceptible to be rejected.
- 1.08. If the tender is made by an individual it shall be signed with his full name and his complete address shall also be given. If it is made by a partnership firm it shall be signed with the co-partnership name by a member of the firm who shall sign his own name and give the name and address of each of the other partners of the firm and attach a copy of "Power of Attorney" with the tender authorising him to sign on behalf of the other partners. If the tender is made by a private company/public company, it shall be signed by a person on behalf of the company having necessary authorisation or power of attorney to do so.

1.10 EMD

01. **Earnest Money Deposit as prescribed in the tender shall be drawn in the form of a crossed Demand Draft from a Nationalised Bank**, in favour of **KRNNIVSA** payable at Kottayam.
02. EMD of unsuccessful tender will be refunded without any interest on the finalisation of the contract with the successful Tenderer or on the expiry of the validity period whichever is earlier.
03. EMD deposited with the owners will be forfeited if a bidder withdraws his bid during the period of validity specified, if the successful bidder fails within the time limit to sign the contract document or fails to furnish the required security deposit.

1.11 SECURITY DEPOSIT

01. The successful tenderer on receipt of the letter of acceptance will deposit an amount equal to **5% of the probable value of contract subject to a maximum of Rs. One lakh** in the form of Demand Draft or Bank Guarantee from a scheduled public sector Bank in the format prescribed by **KRNNIVSA, Thekkumthala, Kanjiramattom, Kottayam** which shall remain valid till 30 days from the date of completion of the defects liability period as specified, within one week of the award of the work.

02. EMD will be refunded to the selected contractor after remittance of the security deposit and on execution of the agreement.
03. The SECURITY DEPOSIT will be refunded to the contractor after the expiry of the defects liability period as specified. If the contractor fails to execute the work as specified or if he abandons the work, the security deposit shall be forfeited.

1.12. RETENTION AMOUNT

01. **Retention Money at the rate of 10% of the value of work done for each running bill will be deducted from first and following part bills until such time as the cumulative total of such deductions (herein referred to as the Retention Money) shall amount to 5% of the contract price** named in the letter of acceptance. One half of the retention money shall be certified due for payment to the contractor after issue of certificate of completion of the work in all respects according to as per the clause 2.09.06 (VII) of the Condition of the Contract and the balance of the retention money shall be certified at the expiry of **defect liability period** provided always that if such time, there shall remain to be executed by the contractor any works ordered during such period pursuant to clause 2.09.03 of the Conditions of Contract the owner shall be entitled to withhold the payment until the completion of such work or so much of the balance amount as shall in the opinion of the Consultants represent the cost of the work so remaining to be executed.
02. If the Contractor so requests, the owner will when the cumulative amount of retention money has reached 5% of the contract price pay 50% of such cumulative amount of retention money to the contractor upon lodgement with the owner of a Bank Guarantee issued by a Nationalised Bank for a like amount. This Bank Guarantee has to be valid up to the end of defect liability period.
03. All the deposits of E.M.D, SECURITY DEPOSIT and RETENTION MONEY will not bear any interest whatsoever.
- 1.13. Income- tax at the rate prevailing at the time of payment will be deducted from each of the running bills and the final bill.
- 1.14. All statutory payments in connection with the employment of the 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 the necessary premium correctly to labour welfare funds constituted by the Union Government and Government of Kerala from time to time. Remittance to labour welfare fund shall be deducted from the bill.

- 1.15. **All statutory deductions like I.T, G.S.T, contribution to KCWW Fund etc shall be made from the amount eligible to the contractor in each part bill at current rates..** Any tax omitted to be deducted in any part bill shall be deducted in the subsequent bills/final bill.

1.16 PERIOD OF VALIDITY

The tender shall remain valid for acceptance for a **period of 2 months** from the date of submission of the tenders. If any tenderer withdraws his tender before the said period or makes

any modifications in terms and conditions of the tender, then the **KRNNISA** , has the liberty to forfeit the said Earnest Money Deposit.

1.17 INSPECTION OF SITE

Every tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions of substrata, approaches, availability of raw materials, geological and weather conditions, etc., before quoting his rates. He must also go through all the drawings, specifications and other tender documents. Any further clarifications in the documents can be had from the **KRNNIVSA, Thekkumthala, Kanjiramattom, Kottayam.**

1.18 QUANTUM OF WORK

01. A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Consultants/ owner do not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by deletions, deductions or additions at the discretion of the owner without affecting the terms of the contract.
02. The owner reserves the right to increase or decrease the quantum of work at site without assigning any reason.
03. Variations in the quantities put to tender will not be the basis of any claim or disputes. The rates agreed by the contractor shall hold good for any amount of variation in the quantities and no claims whatsoever will be entertained on this amount. The contractor shall carry out all works as directed by the supervising authority of **KRNNIVSA** at the same agreed rates.

1.19 ALL INCLUSIVE RATES

The contractor's rate must be firm and must include the cost of transportation of material to the site, all taxes such as Sales Tax, Excise and octroi, etc. and the fixing or placing in position for which the item of work is intended to be operated.

- 1.20 No alterations shall be made by the tenderer in the Notice Inviting Tender, conditions of the contract, special conditions, and specifications and if any such alterations are made or any additional conditions attached, the tender is liable to be rejected.
- 1.21 The work shall be carried out under the direction and supervision of Engineer of the **KRNNIVSA** or their representatives at site. On acceptance of the tender, the contractor shall intimate in writing the name of his accredited representative who would be supervising the construction and would be responsible for taking instructions for carrying out the work.
- 1.22 The Supervising Authority's decision with regard to the quality of the material and workmanship will be final and binding. Any material rejected thus shall be immediately removed by the contractor and replaced by materials as per specifications and standards including the standards prescribed by the BIS.

1.23 SUB-LETTING

No part of the contract shall be sublet without the written permission of the KSFDC nor shall transfers be made by the Power of Attorney authorising others to carryout the work or receive payment on behalf of the tenderer.

1.24 DEFECTS LIABILITY PERIOD

Any defect developed within '**Defect Liability Period**' of **18 months** will have to be rectified by the contractor at their own cost and in case the defects are not rectified by the contractor,

immediately on pointing out, the **KRNNIVSA** or their representative shall get the work done at the risk and cost of the contractor.

1.25 DELAYS IN COMMENCEMENT

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government Controlled or other materials.

1.26 OCCUPATION IN PART

If the **KRNNIVSA**, wants to occupy areas in part, the contractor shall complete the work of these areas in conjunction with the **KRNNIVSA**, and hand over the same to the **KRNNIVSA**, without affecting any of the clause of contract agreement.

1.27 The contractor must co-operate and co-ordinate with other contractors involved in other works at the site. The contractor should also note that they shall have to clear the site of vegetation, debris, etc. before the commencement of the work and that no extra payment is permissible on this account.

1.28. PERIOD OF CONSTRUCTION

Time is the essence of this contract. **The construction period shall be 20 days.** Commencement of the work shall be considered from the 5th day of date of letter of acceptance.

1.29 PENALTY FOR DELAY

If the contractor fails to complete the work within the period of completion as specified under Clause 1.24 or within any extended time allowed, the **contractor shall pay the owner as penalty an amount equivalent to 1% of the contract value of the work for every week of delay or part thereof in the case of each item of work subject to a maximum of 10% of contract value after which the contract stands cancelled.** Such amounts may be deducted by the owner from any money due or that may become due to the contractor.

1.30 INSURANCE

The successful contractor shall take out Contractor's All Risk (CAR) insurance policy, jointly in the name of the **KRNNIVSA** and the contractor, and the original policy shall be deposited with the **KRNNIVSA**.

1.31 This notice inviting Tender will form part of the tender document and the agreement executed by the successful tenderer.

I/We hereby declare that I/we have read and understood the above instructions and the terms and conditions mentioned above are binding on me/us.

Date : 2020

SIGNATURE OF THE TENDERER

SUMMARY OF NOTICE INVITING TENDER

1. Defects liability period : 18 months from the date of completion of work.
2. Period of final measurements and evaluation of final bill : 90 days
3. Date of commencement of work : 5th day from the date of work order
4. Period of completion of work : **20 days**
5. Interim Payments : Once a month or Minimum value of 30% of contract amount.
6. Earnest money deposit : **Rs.3700/-** as crossed Demand Draft from a Nationalised Bank payable to the **KRNNIVSA** Kottayam
7. Security deposit : 5% of contract value subject to maximum **Rs. 1,00,000/-** by Bank Guarantee of a Nationalised Bank.
8. Retention money : 10% of each running bill, limited to 5% of total contract value.
9. Firm period of tender : Two months from the date of Tender
10. Escalation : No Escalation

2.00 CONDITIONS OF CONTRACT

- 2.01.00 In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the contract otherwise requires.
- 2.01.01 The **“Owner”** or **“KRNNIVSA”** shall mean **K.R Narayanan national institute of visual science and arts, Thekkumthala, Kanjiramattom Kottayam is an Academic Institute under the Department of Higher Education, Government of Kerala.**
- 2.01.02 The **“Contractor”** shall mean person or persons, firm or company, whose tender has been accepted by the owners and includes the contractor’s legal representatives, successors and permitted assigns.
- 2.01.03 **“Tender”** shall mean the tender submitted by the contractor for acceptance by the owners.
- 2.01.04.1 The **“work”** shall mean and include all works to be executed in accordance with the contract or part thereof as the case may be and shall include all extras, additional, altered or substituted works required for the purpose of the contract.
- 2.01.05. The **“Contract”** shall mean the agreement between the owners and the contractors for the execution of the work including therein all documents such as the Notice inviting tender, Tender Form, conditions of contract, specification, schedule of quantities, special conditions, letter of acceptance, Agreed variation if any, drawings, work orders, and/or any other / correspondences or records as regards negotiations, etc.
- 2.01.06 **“Specifications”** shall mean all directions, various technical specifications, provisions and requirements attached to the contract which pertain to the method and manner of performing the work, and the quantity of materials to be furnished under the contract for the work as may be amplified or modified by the K.R Narayanan national institute of visual science and arts, drawings for the performance of the contract in order to provide the unforeseen conditions or in the best interest of the work.
- 2.01.07 **“Site”** shall mean the land handed over by the K.R Narayanan national institute of visual science and arts under, in or through which the work is to be carried out.
- 2.01.08 **“Letter of Acceptances”** shall mean intimation by letter, or e-mail to the tenderer that the Tender has been accepted in accordance with the provisions contained therein.
- 2.01.09 **“Engineer/Supervising authority”** shall mean the person representing the owners and entrusted with the work of supervision of work at the site.
- 2.01.10 **“Contract Price”** shall mean the total sum referred to in the schedule of quantities and rates and accepted by the owners.
- 2.01.11 **“BIS”** means Bureau of Indian Standards
- 2.02.00 **SITE**
- 2.02.01 The Site for the project is the land owned by the K.R Narayanan national institute of visual science and arts at K.R Narayanan national institute of visual science and arts. The exact location shall be pointed out by the K.R Narayanan national institute of visual science and arts. **The intending tenderer should inspect the site and familiarise himself with site conditions and available existing spaces and communication facilities, water sources and availability of power etc.**

2.02.02 Entry into the project area will be restricted. Passes and permits will have to be obtained from the owners for entry of all persons and vehicles into the project area.

2.03.00 SCOPE OF WORK

2.03.01. The scope of work includes, **Providing informatory road Sign boards of KRNNIVSA**

2.03.02 The contractor shall provide in time all necessary labour, materials, equipments and management and supervisory personnel to complete the works provided under this contract in time.

2.04.00 ASSIGNMENT AND SUB-CONTRACTING

2.04.01 ASSIGNMENT

The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written permission of the K.R Narayanan national institute of visual science and arts.

2.04.02 SUB-CONTRACTING

The Contractor shall not sub-contract the whole of the contract. The contractor shall not sub-contract any part of the works without the written consent from the K.R Narayanan national institute of visual science and arts and such consent, if given, shall not relieve the Contractor from liability or obligation under the contract and the Contractor shall be responsible for the acts, defaults and neglects of the Sub-contractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants or workmen.

2.05.00 DRAWING

2.05.01 ISSUE OF DRAWINGS

Drawings approved for construction will be issued to the Contractor within 15 days from the date of work order. However the revisions and work in progress drawings will be issued progressively during the contract period and the Contractor shall arrange for the execution of the works and the procurement of materials accordingly. The Contractor shall give adequate notice in writing to the **K.R Narayanan national institute of visual science and arts** or it's representative of any further drawings or specifications that may be required for the execution of the works or otherwise under the contract.

2.05.02 COPIES OF DRAWINGS TO BE KEPT AT SITE

One copy of the drawings furnished to the Contractor as aforesaid shall be kept at the site and the same shall at all reasonable times be available for inspection and use by a representative of the **K.R Narayanan national institute of visual science and arts** and by any other person authorised by the **K.R Narayanan national institute of visual science and arts** in writing or by architect or his representative.

2.05.03 OWNERSHIP OF DRAWINGS

All drawings supplied to the Contractor are deemed to be the property of the owner. The Contractor should not divulge or use, except for the purpose of this contract, any information contained in the drawings.

2.05.04 EXECUTION AS PER DRAWINGS

The Contractor must not vary or deviate from the drawings in any respect while executing the work or executing any extra work of any kind whatsoever unless authorised by the owners.

2.06.00 GENERAL OBLIGATIONS

2.06.01 RATES QUOTED FOR FINISHED WORK

The rates quoted in the tender by the Contractor must be for the finished work as per the drawings and specifications.

2.06.02 LOCATION OF WORK

Unless specifically mentioned in the item, the work described there-in may be at any location or elevation.

2.06.03 TENDER VALID FOR ACCEPTANCE

The tender shall remain valid for acceptance for a period of 2 months from the date of submission of the tender.

2.06.04 COMMENCEMENT OF WORK

The Contractor shall commence the work at site, within 5 days from the date of the formal work order/letter of acceptance and taking over of the site or being advised by the Kerala State Film Development Corporation shall be executed immediately.

2.06.05 CONTRACTOR'S EMPLOYEES

The Contractors shall provide and employ at site in connection with the project management, all the personnel they have offered to employ in the pre-qualification papers if filed before the owners.

Only such technical assistants as are skilled and experienced in their respective fields and such agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and, such skilled, semi-skilled and un-skilled labour as are necessary for the proper and timely execution and maintenance of works shall be provided.

2.06.6 REMOVAL OF WORKMEN

The Owner shall be at liberty to object to and require the Contractor to remove forthwith from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of them misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered to be undesirable and such person shall be replaced by the Contractor without delay by a competent substitute approved by the “**K.R Narayanan national institute of visual science and arts**”.

2.06.7 COMMUNICATIONS TO BE IN WRITING

All references, communications, correspondences made by the Owner/Contractor concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognised.

2.06.8 OCCUPATION AND USE OF LAND

No land, building belonging to or in the possession of the Owner shall be occupied by the Contractor. The Contractor shall not use, or allow to be used, the site for any purpose other than that for executing the works.

2.06.9 TOLLAGES ETC.

The Contractor shall pay all tollages and other royalties, rent and other payments or compensations, if any, for getting stone, gravel, sand, clay and all other materials required for the works.

2.06.10 SETTING OUT

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the 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 any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the Contractor on being required to rectify such error by the Supervising authority, shall at the contractor's own cost do so to the satisfaction of the Supervising authority or his representative. The Contractor shall provide all necessary instruments, appliances and labour required by the Owner for checking the accuracy of setting out. Such check by the Supervising Authority shall not in any way absolve the contractor of the

responsibility of accurately setting out various works under the contract. The Contractor shall carefully protect and observe all benchmarks, site levels, pegs and other things used in setting out the works. The rates quoted for the work shall also include the cost of reference and level pillars and their dismantling, when no longer required.

2.06.11 DAMAGE TO PERSONS AND PROPERTY

The Contractor shall indemnify and keep indemnified the KRNNIVSA against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

2.06.12 CO-OPERATION WITH OTHER AGENCIES

The Contractor shall co-operate with the function of KRNNIVSA office or work of other agencies or Contractors that may be employed or engaged by the OWNER as far as it relates to the Contractor's work. The sequence of work shall be so arranged that the work of other agencies can also attain satisfactory progress simultaneously.

2.06.13 BARRICADING AROUND EXCAVATED TRENCHES, ETC.

The Contractor shall at his own cost provide around excavation, temporary barricading with wooden scantlings and bamboo and erect warning signals and boards during day and night and shall maintain them so long as the trenches are not filled up. Similar barricades shall also be provided at all locations where dismantling work, erection of structural, sheeting work, etc. are in progress. No extra claim shall be entertained for providing, maintaining and removing such barricades and warning signals and boards.

2.06.14 WORK IN SHIFTS AND ON OFF-DAYS

The Contractor shall work in one or more shifts as also on Sundays and off days to complete the work on time, if so required for which the owner shall not be liable to pay any extra charge. If instructed by the Owner/Consultants, the Contractor should carry erect out the work in the night also.

2.06.15 CONFLICT IN MEANING BETWEEN SCHEDULE OF RATES AND SPECIFICATIONS

The specifications of each item of work given in the schedule of quantities shall be read in conjunction with the general specification also and in the event of a conflict in meaning between the two, the specification of each item in the schedule of quantities shall always have precedence over the general specifications.

2.07.00 LABOUR

2.07.01 LABOUR RULES

In respect of all labour directly or indirectly employed on the works by the Contractor, the Contractor shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936 and any amendments thereof and all legislation and rules of the State and/or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works. The contractor will be liable for claims on bonus, retirement benefits, and retrenchment/lay off, compensation and all other matters of liabilities. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register, etc. shall be deemed to be part of the contract.

2.07.02 REPORTING ACCIDENT OF LABOUR

The Contractor shall be responsible for the safety of all employees and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to the Owner or his representative and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

2.07.03 PROVISION OF WORKMEN'S COMPENSATION ACT

The Contractor shall at all times indemnify and keep indemnified the Owner against all claims for compensation under the provisions of the workmen's Compensation Act 1923 or any other law for the time being in force by or in respect of any workmen employed by the Contractor in carrying out the contract and against all cost and expenses or penalties incurred by the Owner in connection therewith. In any case in which, by virtue of the provision of the said act, the Owner is obliged to pay compensation to a workman employed by the Contractor in executing the works, the Owner shall recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of Owner under the said Act. The Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any amount due by the Owner to the Contractor, whether under this contract or otherwise without prejudice to any other remedy that may be available to the Owner, in law. The Owner shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Owner full security for all cost for which the Owner might become liable in consequence of contesting such claim.

2.07.04 ACCIDENT OR INJURY TO WORKMEN

The Owner shall not be liable for, in respect, or any damages or compensation payable as per regulations or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor and he/they shall indemnify and keep indemnified the Owner against all such damages and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

2.07.05 PRESERVATION OF PEACE

The Contractor shall take requisite precautions to prevent any riotous or unlawful behaviour by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works.

2.07.06 OBSERVANCE BY SUB-CONTRACTOR

The Contractor shall be responsible for the observance of the provisions of aforesaid clauses by the sub-contractors if any employed by him in the execution of the contract.

2.08.00 MATERIAL TESTS AND WORKMANSHIP

2.08.01 QUALITY OF MATERIALS, WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Owner's/Supervising authority's instructions and shall be subject, from time to time, to such tests as the Owner or his representative may direct at the place or any of such places. The contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by the K.R Narayanan national institute of visual science and arts /Supervising authority. The quality of material and the tests made to check such quality shall conform to relevant standards prescribed by BIS.

2.08.02 CONSTRUCTION OF PROTOTYPES OR SAMPLES OF WORK

The contractor shall construct prototypes or samples of work as laid down in the contract or as instructed by the K.R Narayanan national institute of visual science and arts. Such prototypes or

samples or work, after approval by the KRNNIVSA, shall serve as the standards to be achieved in the final construction.

2.08.03 COST OF SAMPLES

All samples shall be supplied by the Contractor at his own cost.

2.08.04 COST OF TESTS

The cost of making any test as per specifications shall be borne by the Contractor, and the Contractor should arrange for all facilities like meters, instruments etc. as required for carrying out such tests.

2.08.05 EXAMINATION OF WORK BEFORE COVERING UP

No work shall be covered up or put out of view without the approval of the Owner/Supervising authority and the Contractor shall afford full opportunity to them to examine and measure any work which is about to be covered up or put out of view and to examine foundations, before permanent work is placed thereon. The contractor shall give due notice to the authority wherever any such work or foundations is or are ready or about to be ready for examination and the authority shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

2.08.06 REMOVAL OF IMPROPER WORK AND MATERIALS

The Owner /Supervising authority or his representative shall during the progress of the works have power to order the following in writing from time to time of which no extra payment will be made to the Contractor.

- a) The removal from the site within such time or times as may be specified in the order of any materials, which in the opinion of the authority or his representative are not in accordance with the contract.
- b) The substitution of proper and suitable materials.
- c) The removal and proper re-execution notwithstanding a previous test there of or interim payment thereof of a work which in respect of materials or workmanship is not in the opinion of the Owner/Supervising authority or his representative in accordance with the contract.

2.08.07 SUSPENSION OF WORK

The Contractor shall, on the written order by the Owner or Supervising authority suspend the works or any part thereof for such time or times and in such manner as they may consider necessary and shall during such suspension, properly protect and secure the work, so far as is necessary in the opinion of the Owner.

2.09.00 TIME OF COMPLETION AND TAKING OVER

2.09.01 POSSESSION OF SITE

Save in so far the contract may prescribe the extent of portions of the site of which the Contractor is to be given possession from time to time and the order in which such portions will be available to his and subject to any such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, the Owner/representative shall give to the Contractor possession of so much of the site as may be required to enable the Contractor to commence with such reasonable proposals of the Contractor as he will make in writing to them and shall, from time to time as the work proceeds give the Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the construction of the works in accordance with the said programme or proposal.

2.09.02 TIME OF COMPLETION

Time is deemed to be the essence of this contract and the whole of the works shall be completed within the time frame as stipulated below or within such extended time as has been allowed under Clause 2.09.03 and 2.09.04.

The period of completion of the work is 20 Days counting from the 5th day of date of work order.

2.09.03 EXTENSION OF TIME OF COMPLETION

Should the amount of extra or additional work of any kind or changes in scope of work or other special circumstances of any kind whatsoever which may occur, be such as fairly to justify the Contractor's request for extension of time for the completion of the works the Owner/Supervising authority shall determine the amount of such extension and with the approval of the Owner shall intimate the Contractor in writing provided that the Owner is not bound to take into account any extra or additional work or other special circumstances unless the contractor has within 28 days, after such work has been commenced or such circumstances have arisen, submit to them full and detailed particulars of any request for the extension of time to which he may consider to be justified.

2.09.04 EXTENSION OF COMPLETION TIME DUE TO UNAVOIDABLE CASUALITIES.

If in the opinion of the Owner/Supervising authority the progress of the work has at any time been delayed by un-avoidable casualties, etc. beyond the control of the Contractor then the time of completion of the work may be extended for such reasonable time as the Consultants may decide with the approval of the KRNNIVSA and this will be indicated in writing.

2.09.05 PENALTY FOR DELAY

If the contractor fails to complete the work within the period of completion as specified under Clause 2.09.02 or within any extended time allowed, the **contractor shall pay the owner as penalty an amount equivalent to 1% of the contract value of the work for every week of delay or part thereof in the case of each item of work subject to a maximum of 10% of contract value** of that part of the work for the period during which the work shall remain unfinished. Such amounts may be deducted by the owner from any money due or that may become due to the contractor.

2.09.06. WORK TREATED AS COMPLETE

The works shall not be treated as complete until:

- i) The site is clear from all materials, site shed, etc. and the Owner/Consultants are satisfied with the job done by the Contractor.
- ii) All equipments, tools, plant taken from the owner have been returned by the contractor.
- iii) Any other materials, taken on loan/transfer from other agency have been returned by the Contractor.
- iv) All power and water supply connections taken for the execution of the works have been disconnected by the Contractor.
- v) Rectification of any damage done by the contractor to the work has been completed by the contractor.
- vi) The works shall not be considered as completed until the Owner/Supervising authority has certified in writing that the works have been completed in all respects and the Defects Liability Period shall commence from the date of such certificate.

2.09.07 TAKING OVER

After completion of works or any substantial part of the works before the completion of the whole of the works, the Contractor shall notify the Owner in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the K.R Narayanan national institute

of visual science and arts and occupied or used by the Owner or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the works, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part that is such period of the work as certified. The works in whole or part shall not however, be treated as completed for the purpose of other relevant clauses hereof unless and until the provision of clause 7.5 hereof are fully complied with.

2.09.08 MAINTENANCE

For a period of 6 months commencing immediately after taking over the work by the owner, the contractor's liability shall be replace the defective parts, rectify/reconstruct the defective work that may develop of his own construction or those of his sub-contractor approved by the owner arising solely from faulty materials or 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 expiry of three months from the date of such replacement or renewal or until the end of the above mentioned **period of 6 months**, whichever may be later. If any defects were 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.

The Contractor shall bear the cost of such repair/rectification carried out on his behalf at site. Immediately upon expiry of the maintenance period the Owner shall issue a final certificate indicating that the Contractor has completed his obligation under the contract.

2.10.00 TERMINATION OF CONTRACT

2.10.01 If the Contractor has abandoned the contract or has failed to proceed with the work due to negligence or the progress on any particulars item, items is slow or has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or frequently neglecting to carry out his obligation under the contract, then it shall be lawful for the **K.R Narayanan national institute of visual science and arts** to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, in case the Contractor has done any substandard work, he shall be asked in writing to dismantle and redo the same at his own expense. If the Contractor fails to comply with the above instructions immediately, then the **K.R Narayanan national institute of visual science and arts** shall proceed with the above rectification work, through another agency or agencies. Similarly, if the Contractor goes slow on any particular item or items of work, the **K.R Narayanan national institute of visual science and arts** shall have the right to execute this item or items through another agency or agencies, including its own department.

2.11.00 ALTERATIONS, ADDITIONS AND OMISSIONS

2.11.01 VARIATION

The Architects/Engineer with the approval of the Owner shall be entitled to make any variation of the quality or quantity of the works or any part thereof that may in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- a) Increase or decrease the quantity of any work included in the Contract.
- b) Omit any portion of work.
- c) Change the character or quality or kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of the works and

e) Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way vitiate or invalidate the contract and the value, if any, of all such variations shall be taken into account in ascertaining the amount of the contract price.

2.11.02 ORDER FOR VARIATIONS TO BE IN WRITING

No such variation shall be made by the Contractor without an order in writing of the Owner/Supervising authority, provided that no order in writing shall be required for increase or decrease in the quantity of any item or work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the bill of quantities which are estimates. In such cases, the Contractor shall be paid only for the actual quantity of work done as certified by the Owner/Engineer at the accepted unit item rate and no compensation shall be allowed. Provided also that if for any reason the Owner/Engineer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the Owner/Supervising Authority, which shall be deemed to be an order writing within the meaning of this clause.

2.12.00 MEASUREMENTS

2.12.01 QUANTITIES

The quantities set out in the bill of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities of the works, to be executed by the Contractor in fulfilment of his obligations under the contract.

2.12.02 WORKS TO BE MEASURED

For the purpose of measuring such permanent work as is to be measured by record and drawings, the Owner /Engineer or his representative shall prepare records and drawings month by month and the Contractor, as and when called upon to do so in writing, shall within fourteen days, attend to examine and agree such records and drawings with Owner and shall sign the same when so agreed. If the Contractor does not so attend to examine and agree such records and drawings they shall be taken to be correct if, after examination of such records and drawings, the contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with the K.R Narayanan national institute of visual science and arts for decision by the K.R Narayanan national institute of visual science and arts, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

2.12.03 METHOD OF MEASUREMENT

The works shall be measured in accordance to relevant IS codes notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

I/We have carefully read the above said condition of contract and shall comply with the same.

Place:.....

Date :... .. 2020

Signature of the tenderer

3a. ELIGIBILITY CRITERIA :

The bidders for this contract will be considered only from companies who meet the requisite eligibility criteria prescribed as under:-

1. Intending bidder must have an advertising company with minimum 10 years experience in similar works.
2. The firm shall have team of experts having track record of completing at least one job in any of the organisation.
3. The bidding company must have more than one year of existence in related business and registered with State or Central Government.
4. Qualification & experience of key personnel in the time of technical qualification interview personnel in site management and technical personal proposed for the experience of similar job shall be submitted.
5. The bidder should have good understanding and exposure to latest technologies of road signage.
6. Bidder shall provide the company profile and giving details of the material used for the signage making including fabrication of signage.

3b. SCOPE OF WORKS :

An indicative scope of work (but not limited to) is given below and should be deliverable by the selected bidder entirely.

1. The selected bidder has to be fabricating, printing, erecting & displaying of road direction signage to KRNNIVSA.
2. KRNNIVSA has selected the locations where needed the board and the selected bidder has to display the signage in good vision manner for public awareness.
3. The selected bidder has to visit the site and select a most suitable location for fabricating, printing, erecting & displaying of road direction signage to KRNNIVSA.
4. The selected bidder shall submit a plan for the establishment of the work.
5. **All sanction and approvals from the required authority's viz. PWD, Grama Panchayats, Municipality etc have to be arranged by the selected bidder. The statutory fees remitted by the bidder will be reimbursed separately on submission of the payment receipt in original. The agreement entered with the authorities if any has to be provided along with the final bill.**

6. The selected has to observe all the prevailing rules and regulations in the implementation of the work. All taxes and levies required for the implementation of the work are to be borne by the selected bidder
7. The bidder should not destroy any of the sculptures already created at site or damage the tree growth. If any such instances are noticed without prior approval the same has to be compensated by the bidder as decided by KRNNIVSA.
8. The selected bidder shall establish the work and public and official liaison work as per the approved authorities.
9. The selected bidder shall make his own arrangements for water and electricity required for the works. KRNNIVSA takes no responsibility for the supply of either electricity or water.
10. The selected bidder shall depute a staff for commissioning the work schedule.
11. The selected bidder shall complete the entire work within 20 DAYS of the 5th day of date of work order.

We have carefully read the above said selection criteria and scope of work and shall comply with the same.

Place:

Date : 2020

Signature of the tenderer

4 ARTICLES OF AGREEMENT

(to be executed after work order)

ARTICLES OF AGREEMENT made this day 2020 at Kottayam, between **K.R Narayanan national institute of visual science and arts, Thekkumthala, Kanjiramattom Kottayam (KRNNIVSA)**, having its registered office at Kottayam, represented by its Director, (Hereinafter called the **OWNER/KRNNIVSA**, which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of THE ONE PART AND (Hereinafter referred to as the Contractor, which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) OF THE OTHER PART.

Whereas the **K.R Narayanan national institute of visual science and arts** is desirous of execution of the **Providing informatory road Sign boards of KRNNIVSA in various locations** on Schedule and Specifications describing the work to be prepared by **Consultant/ Engineer** (hereinafter referred as the “Consultant/Engineer”) engaged by KRNNIVSA.

And WHEREAS the said the specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

And WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the notice inviting tender, special conditions, unit rate specifications, technical specifications and in the schedule of quantities and conditions of contract (all of which are collectively hereinafter to as the said conditions and forming part and parcel of this articles of agreement) the work shown upon the said drawings and/or described

in the said specifications and included in the said schedule of quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as the said contract amount).

NOW IT IS HEREBY AGREED AS FOLLOWS:-

In consideration of the said contract amount to be paid at the time and in the manner set forth in the conditions, the contractor shall upon and subject to the conditions of the contract execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities at the agreed rates.

The KRNNIVSA shall pay the contract amount or such other sum that may become payable at times and in the manner hereinafter specified in the said conditions.

The said conditions and appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions.

The Specifications, agreement and documents mentioned herein above shall form the basis of this contract.

The contract is neither a fixed lump sum contract nor a piece work contract, but is a contract to carry out the work in respect of the entire works to be paid for according to actual measured quantities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.

The contractor shall offer every reasonable facility for the carrying out of all works relating to installations of sanitary works and fittings, permanent water supply, electrical installations/fittings, lifts telephone, air conditioning etc., in the manner laid down in the said conditions and shall make good any damage done to walls, floors etc, at his cost after the completion of such works.

The KRNNIVSA reserves to themselves the right of altering the drawings and nature of the work by adding or omitting any items of work form the contract or having portions of the same carried out without prejudice to this contract.

The time shall be considered as of the essence of this Agreement and the Contractor do hereby agree to commence the work within five days from the date of work order and immediately after handing over of site as provided for in the said conditions and to complete the entire works within the specified period of time subject nevertheless to the provisions for extension of time. The contractor will also be bound to adhere to the time schedule laid down in **Clause 2.09.02** of the Conditions of Contract with regard to completion of the work, subject to provisions for extension of time. The contractor will be liable for payment of liquidated damages as laid down in **Clause 2.09.05** of the Conditions of Contract.

It is specifically understood that the Contractor shall not be eligible for or entitled to claim any amount except to the extent allowed or due under the terms of this contract.

The Contractor shall indemnify and keep indemnified the KSFDC against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, cost, charges, expenses whatsoever in respect thereof in relation thereto.

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Kerala and only courts in Kottayam shall have jurisdiction to determine the same.

The several parts of this contract have been read by us and fully understood by us.

AS WITNESS OUT HANDS CONTRACTOR ... DAY OF
..... **2020.**

Signed by the said **CONTRACTOR** :

In the presence of :

Address :

Occupation :

Signed by **“KRNNIVSA”**:

Director

K.R Narayanan national institute of visual
science and arts

In the presence of :

Address :

Occupation :

5. TENDER SCHEDULE

FABRICATING, SUPPLYING AND PROVIDING REFLECTIVE INFORMATIVE SIGN BOARDS IN VARIOUS LOCATIONS FOR KRNNIVSA

Sl. no	Description	Qty.	Unit	Rate in		Amount
				Figures	Words	
1	Manufacturing, supplying and fixing retro reflective signage boards made up of 3 mm thick G.I HARD STEEL sheet of 1.20 x 0.45m or nearest suitable size , face to be fully covered with high intensity and encapsulated lens type heat activated retro reflective sheeting conforming to type - III of ASTM-D-4956-01 as approved by Engineer-in-charge, letters, borders etc. as per IRC : 67-2001 in silver white with blue/Green colour back ground and with high intensity grade, pasted on substrate by pressure sensitive adhesive backing which shall be activated by applying pressure conforming to class II of ASTM-D-4956-01 and fixing the same to the structural frame work by means of suitable sized aluminium alloys, rivets or bolts & nuts @ 300 mm centre to centre along the vertical post of 75 x 75x6mm angle in the centre portion including the cost of painting with two or more coats of epoxy paint in approved colour on the back side of sheet and frames including cost and conveyance of all materials, applying priming coat with epoxy primer, earth work, concreting the post in correct position and charges for necessary, liaison and obtain permission form the authorities etc complete .	11	Each			
	TOTAL					

I/we agree to undertake to execute the work as per the specification mentioned and at the rate quoted above, in time.

CONTRACTOR

.....

LOCATIONS FOR SIGN BOARDS TO BE PLACED

Sl.no	Locations	No. of boards	NAME OF LOCAL AUTHORITIES
	LOCATIONS FROM KRNNIVSA		
1	Kanjiramattam jn.	1	Akalakunnam Pt.
2	Mynkandam	1	Akalakunnam Pt.
3	Kozhuvanal Hospital junction	1	Kozhuvanal
4	Mutholy	1	Mutholy
5	Mevada Junction	1	Mutholy
6	Mundankunnu Hospital Junction	1	Akalakunnam Pt.
7	Cherppunkal Palli	1	Kozhuvanal
8	Cherppunkal Palli - Highway side	1	Kidangoor
9	Chengalam	1	Akalakunnam Pt.
10	Koorali	1	Elikkulam
11	Poovathilappu	1	Akalakunnam Pt.
12	Pallickathode	1	Pallickathode
13	Kooropada	1	Kooropada
14	Oravackal	1	Kooropada
15	Manarcad (K.K Road jn.)	2	Manarcad
16	Pampady jn	1	Pampady
17	Kodungoor jn.	1	Vazhoor
	Total boards :	18	