

GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITIONS.

The following words and expressions shall have the meanings hereby assigned to them:

- 1.1 **COMPANY / OWNER** : Shall mean the TRANSFORMERS AND ELECTRICALS KERALA LIMITED, herein after shall be called as TELK, incorporated under the Companies Act 1956 with its registered office at Angamally, Angamally South PO, Ernakulam (District), Kerala State, India and shall include its lawful successors and assigns.
- 1.2 **TENDERER / BIDDER** : Shall mean the person, firm, company or corporation to whom the tender documents have been officially issued by the company and who have duly submitted the same to the company.
- 1.3 **TENDER DOCUMENTS** : Shall mean the comprehensive set of documents issued by the company to the Bidder/ tenderer comprising of the invitation to tender, instruction to the Bidder, General conditions of contract, Special Conditions of the Contract, Technical specification with scope of work, information and instructions issued by the company from time to time, other documents, drawings, applicable standards etc.
- 1.4 **CONTRACTOR** : Contractor means the person or persons, firm or company whose tender has been accepted by the company and with whom the company has entered into an agreement for execution of the work and shall include their executors, successors, administrators and permitted assigns.
- 1.5 **CONTRACT** : Contract means the agreement between the company and the contractor for the execution of the work and shall include all the documents such as invitation to tender, the Instructions to the Bidder, Special Conditions of the Contract, General Conditions of Contract, Technical Specification with scope of work, drawing etc.
- 1.6 **CONTRACT PRICE** : Contract price means lump sum amount specified in the contract as payable by the company for the work done by the contractor including the amount payable for the agreed deviations if any.
- 1.7 **WORKS** : Works means the works to be executed in accordance with the contract and includes all services and activities to be performed by the contractor under the contract.
- 1.8 **SPECIFICATION** : Specification shall mean the Technical Specifications forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 1.9 **SITE** : 'Site' shall mean and include the land and other places on, into or through which the specified equipments / system are to be erected and commissioned and any adjacent land, path, street which may be allocated by the Company for the performance of the Contract.
- 1.10 **ENGINEER** : Shall mean the officer appointed by the Owner to act as Engineer from time to time for the purpose of the Contract.
- 1.11 **DATE OF CONTRACT**: Shall mean the date on which Notice of Award of Contract / Letter of Award has been issued.

2.0 SCOPE OF CONTRACT.

- 2.1 The scope of the Contract shall be the design, manufacture, supply and erection including testing, commissioning and successful handing over of the equipment in accordance with the specifications and documents forming part of the contract.
- 2.2 The contractor will also carry out any modification of design / addition or substitution of any work which may be required to be done for the desired functioning of the equipment/ system in discussion with TELK.
- 2.3 The General Terms and Conditions shall form a part of the specifications and documents.

3.0 AWARD OF CONTRACT.

- 3.1 If the company desires the intimation of intention to award the contract will be made in writing to the successful tenderer by the company/ Consultant initially in the form of letter of intent / fax of intent which will be formalized by a Work order/ letter of award and an agreement to be signed by the tenderer and the company.
- 3.2 The contractor on receipt of the Work order/ Letter of award will sign on the Original copy of the Letter of Award and send it to TELK within Fifteen (15) days as a token of acceptance of the Work order/ letter of award.
- 3.3 The company after issue of the Work order/ letter of award shall send to the contractor a copy of an agreement as indicated in Clause No. 20 of Instruction to Bidder for his signature. The agreement shall be signed within 60 (Sixty) days of receipt of Work order/ Letter of award in the office of TELK at Angamally.

4.0 GENERAL OBLIGATION.

- 4.1 The Contractor shall design, manufacture (including associated purchases and/or subcontracting), install and shall execute all work with due care and diligence, following good engineering practices and within the time frame for completion of the work. The Contractor shall also adhere minutely to the approved drawings, specifications and other written instructions if any issued, relating to the work which may be issued from time to time by the Company or Company's Engineer authorized in this behalf.
- 4.2 The contractor shall also comply with all applicable laws in the execution and performance of the work under the contract.
- 4.3 The contractor shall be available at site or shall keep a competent and fully authorized representative available at site and a letter intimating the posting of authorized representative shall be given to the owner. The authorized representative shall also supervise the work under the contract. The orders given by the company to the Contractor's representative shall be considered to have the same effect as if they have been given to the Contractor himself. Such representative shall be authorized to represent the contractor in all matters related to the contract.
- 4.4 The works under execution shall always be open to the Inspection and Supervision of the Company' Engineer or its authorized representative.
- 4.5 On all questions relating to the meaning of drawings and specifications and to quality of workmanship and materials used on the work, the TELK's decision shall be final and conclusive.

5.0 ENGINEER'S DECISION.

5.1 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor give in writing a decision thereon.

5.2 If in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and Intent of the Contract, the Contractor may file with the Engineer within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Engineer's decision and the decision shall become final and binding.

6.0 CONTRACTOR TO INFORM HIMSELF FULLY.

6.1 The Contractor shall be deemed to have carefully examined all Contract Documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents and in case need any clarification shall, before submitting the tender, he may submit those points to TELK in writing, in order that such doubt may be removed. TELK will provide such clarifications as may be necessary, in writing, to the Contractor. Any information otherwise obtained from any source shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the Contract.

6.2 By submitting the tender, he is also deemed to have visited site and gathered information so as to submit his valued offer considering the site conditions, local conditions, labour conditions etc and these factors also give an idea of the problems he may face during the execution of the contract. The Owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.

7.0 CO-OPERATION WITH OTHER AGENCIES.

7.1 Company is getting various other Civil, Structural, Mechanical, Electrical works executed at the same time directly or through other agencies/ contractors within its factory campus where the works under this tender also have to be executed. It is the responsibility of the contractor to co-operate with other working agencies / contractors within the campus so that others works are not affected / damaged due to his site activities.

8.0 LIABILITY FOR ACCIDENTS AND DAMAGES TO TELK STRUCTURE.

8.1 The Contractor shall be responsible for loss or damage to the equipment / system which are under the contract till the equipment/ system is taken over by TELK.

8.2 Contractor should also ensure that no damage is made to owner's existing structures/ equipments due to his site activities. In case any such damages incurred, same should be rectified at the cost of the contractor.

9.0 DEDUCTIONS FROM CONTRACT PRICE.

All costs, damages or expenses which TELK may have paid, for which under the Contract the Contractor is liable, will be claimed by TELK. All such claims shall be billed by TELK to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the Contractor within

the period, TELK may then deduct the amount, from any money due or becoming due to the Contractor under the Contract or may be recovered by actions of Law or other-wise, if the Contractor fails to satisfy TELK of such claims.

10.0 INSURANCE.

The contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interest and the interest of TELK, against all risk. The form and the limit of such insurance, as defined herein together with the under-writer thereof in each case shall be acceptable to TELK. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all times during the period of Contract shall be that of the Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

Any loss or damage to the equipment during handling, transporting, storage and erection till such time the equipment / system is taken over by TELK shall be to the account of Contractor. The Contractor shall arrange, secure and maintain insurance as may be necessary and for all such amounts to protect his interests and the interests of TELK, against the risks that are to be covered under the insurance like fire, lightning, earth quake, pilferage, theft, damage in transit etc.

11.0 CONTRACT AGREEMENT AND CONTRACT PERFORMANCE GUARANTEE

The Contractor shall enter into a Contract Agreement with TELK within **Sixty days (60)** days from the date of acceptance of 'Notice of Award of Contract. The Performance Bank Guarantee for the proper fulfillment of the Contract shall be furnished by the Contractor in the prescribed form within forty five (45) days of 'Notice of Award of Contract'. The Performance Guarantee shall be as per terms prescribed in clause 22, Instructions to Bidders.

12.0 EFFECT AND JURISDICTION OF CONTRACT.

12.1 The Contract shall be considered as having come into force from the date of the issue of Letter of Intent/Letter of Award.

12.2 All disputes, differences arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at Ernakulam, Kerala State, India.

13.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT.

13.1 The Contractor may, after informing the Engineer and subject to his written approval, assign or sub-let the Contract or any part including erection. In case suppliers of the equipments which he wants to sub-let are not identified in the Contract or any change in the identified supplier is required it shall be subject to approval by the Engineer. Such assignment /sub-letting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. Any assignment as above without prior written approval of Engineer shall be void and shall be construed as a Contracting Default as mentioned in clause No.15.0

14.0 PATENT RIGHTS AND ROYALTIES.

Royalties and fees for patents covering materials, articles, apparatus, devices, equipments or processes used in the Works under the contract shall be deemed to have

been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep TELK indemnified in that regard. The Contractor shall, defend all suits or proceedings that may be framed for alleged infringement of any patents involved in the equipment/process of the Works under the contract at his own cost and expense. In the event of any equipment/ device/ process provided by the contractor is in such suit or proceedings of alleged infringement of any patent rights the contractor shall at his own expense, either procure the right to continue the use of such equipment / process or replace it with non-infringing equipment. In case of any suit or other proceedings instituted against TELK, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply any decree, order or award made against TELK.

15.0 CONTRACTORS DEFAULT.

15.1 If the Contractor becomes insolvent, or otherwise becomes unable to carry out the work or if without the written consent of the Company, the Contractor assigns or sublets this contract or if in opinion of the Company the Contractor delays or neglects to finish the work in time or shall refuse to execute the work in time, the Company may give notice in writing to the contractor to make good the failure. In case the contractor fails to comply with the notice in thirty (30) days, it shall be at the liberty of TELK to terminate the contract forthwith and employ any other agency to continue and complete the work at the risk and cost of the Contractor. The Contractor shall have no claim to compensation for any loss that may incur from any materials he may have procured or engagements he may have made into on account of this work.

15.2 In the event of termination of contract as mentioned above, the Contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under this contract unless and until the company shall have certified the performance of such work and the value thereof. The Contractor shall only be entitled to be paid the amount so certified after deducting the value of damages if any caused to the Company.

16.0 FORCE MAJEURE.

16.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the TELK as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- (a) natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- (b) acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes;

provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

16.2 The Contractor or TELK shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of his obligations has been delayed for other causes.

17.0 TERMINATION OF CONTRACT ON TELK INITIATIVE.

17.1 TELK reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under the clause entitled Contractor's Default.

TELK shall in such an event give fifteen (15) days' notice in writing to the Contractor of its decision to do so.

17.2 The Contractor upon receipt of such notice shall discontinue the work under the contract to the extent specified in the notice with immediate effect. The contractor shall stop all further sub-contracting or purchasing activity related to the work terminated, and assist TELK in maintenance, protection, and disposition of the Works acquired under the Contract.

17.3 In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

17.4 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then unless TELK is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract TELK shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of TELK that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation TELK shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

18.0 TIME-THE ESSENCE OF CONTRACT.

18.1 The time and the date of completion of the Works as stipulated in the Contractor's proposal and accepted by TELK and incorporated in the Letter of Award shall be deemed to be the essence of the Contract. The Contractor shall so organise his resources and perform his work as to complete it not later than the date agreed to.

18.2 The Contractor shall submit a detailed BAR CHART within the time frame agreed as per the Letter of Award consisting of adequate number of activities covering various key phases of the Works such as design, procurement, manufacturing, transport and field erection activities within fifteen (15) days after the date of acceptance of Notice of Award of Contract. This network shall also indicate the interface facilities if any to be provided by TELK and the dates by which such facilities are needed. During the performance of Contract, if in the opinion of the Engineer proper progress is not maintained suitable changes shall be made in the Contractor's operations to ensure proper progress.

19.0 CONTRACT PRICE.

The lump sum prices quoted by the Contractor in his bid with additions and deletions as may be agreed before signing of the Contract, for the entire scope of the work viz. supply and erection of equipments covered under the specifications and documents shall be treated as the Contract Price. The rates specified in the Letter of Award / Work order shall be fixed firm and no claim for enhancement / escalation on any ground whatsoever will be entertained and considered.

20.0 CONSTRUCTION OF THE CONTRACT.

20.1 Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a divisible supply and erection Contract.

Award will be placed on the successful Bidder as follows.

- i) First Contract: For Ex-works supply of all equipment and materials.
- ii) Second Contract: For providing all other services like inland transportation, insurance for transportation to site, unloading, storage, handling at site, erection, testing and satisfactory commissioning in respect of all the equipment supplied under the first contract.
- iii) Both these contract will contain interlinking cross – fall breach clause specifying that breach of one contract will constitute breach of the other contract.

20.2 In case of divisible supply and erection contract, or where TELK hands over its equipment to the contractor for executing, then the contractor shall at the time of taking over of the equipment is required to give an undertaking in the form acceptable to TELK for keeping the equipment in safe custody and to utilize the same exclusively for the purposes of the said contract.

20.3 The Contract shall in all respects be construed and governed according to Indian laws.

20.4 It is clearly understood that the total consideration for the Contract(s) has been broken up into various components only for the convenience of payment of advance under the Contract(s) and for the measurement of deviations or modifications under the Contract(s).

21.0 CHANGE OF QUANTITY

The Owner reserves the right to change the quantities of items or groups of items to be ordered as specified in the accompanying Technical Specifications, as may be necessary, during the execution of the Contract, but such variations unless otherwise specified in the accompanying Technical Specifications shall be limited to plus or minus twenty percent (20%) of the original quantity ordered.

22.0 MATERIALS BROUGHT BY THE CONTRACTOR.

22.1 All materials brought by the contractor for use in the work shall be in good condition and shall be presented for inspection to the Engineer –in- charge of the company and if rejected for any reason the contractor shall replace it at his cost.

22.2 The materials, tools and equipments brought by the contractor to the company's premises shall not be removed without the written consent of the Engineer-in-charge or any officer authorized for that by the company.

22.3 All materials, tools, equipment brought to the Company premises shall be entered as per the guideline of the company and the formalities to be followed are to be collected from the Engineer-in-charge or the authorized person of the Company.

23.0 WARRANTY PERIOD/ MAINTENANCE PERIOD.

All the works carried out by the contractor shall be guaranteed for a period of Twelve (12) months from the date of successful commissioning unless otherwise specified in the specifications/special conditions of contract. In case of any defect in the work carried out or in the equipment supplied arising out of poor workmanship or design defect observed during the guarantee period of 12 months the same will be rectified by the contractor free of any cost to the company within a reasonable time period. In case the contractor fails to rectify the defects to the satisfaction of the company, same will be got done by the company at the risk and cost of the contractor and all expenses on this account shall be recovered by appropriating any amount due to the contractor or en-cashing the Performance Bank Guarantee.

24.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS.

24.1 During the progress of works if it has been observed by the Engineer that the contractor has manufactured any equipment /plant or part of the plant/ equipment in unsound or imperfect or has supplied any part of the equipment/ system inferior than the quality specified, the contractor on receiving the details of such defects or deficiencies shall at his own expense re-construct or remove such work and furnish fresh equipment to the satisfaction of the Engineer. In case contractor fails to do the rectifications / replacement the Engineer will get the deficiencies rectified at the cost of the Contractor after giving seven (7) days notice to the contractor.

25.0 PAYMENTS.

25.1 The payment to the Contractor for the performance of the works under the contract will be made by TELK as per the guidelines and conditions specified in the contract after making deduction like income tax, applicable Goods & Services Tax, levies, duties etc and any other deduction recommended by the Engineer-in-charge. All payment made during the Contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the Contractor of all his liabilities under the Contract. The company's Engineer's certificate of measurement shall be accepted as final and binding on all parties.

25.2 Currency of Payment.

All payments under the Contract shall be in Indian Rupees or equivalent foreign currency as per the terms & conditions of the contract.

25.3 Due Date for Payment.

TELK will make progressive payment as and when the payment is due as per the terms of payment set forth in the accompanying Special Conditions of Contract / Technical Specification. Payment will become due and payable by TELK within sixty (60) days from

the date of receipt of Contractor's bill/invoice, provided the documents submitted are complete in all respects.

- 25.4 On account payment if any made to the contractor can't be construed as acceptance by TELK of the equipment or any part(s) thereof
- 25.5 TELK will make all payments by way of electronic transfer unless otherwise mentioned in the letter of award.
- 25.6 Measurement : As per mutual agreement.

26.0 TAXES AND DUTIES.

The successful bidder shall pay the taxes, duties, fees and other impositions as may be levied under the applicable laws in India, the amount of which is deemed to have been included in the quoted price. Further, all taxes, levies and duties payable outside India shall be the liability of the successful bidder and included in the quoted price. Bidders shall clearly specify the responsibility & liability of the income tax applicable in the contract and payable in India. All the documents which may be required by TELK for the payment of income tax shall be provided by the bidder to TELK. The bidder shall be responsible for the assessment of his income as per the applicable income tax laws in India. TELK will not accept any liability on account of additional tax/penalty/interest/burden etc due to bidder's failure in submission of the relevant documents for assessment of his taxable income by the India tax authorities. The bidders shall pass on the benefit of income tax available to them in his country under double taxation avoidance agreement.

Service tax if any to be paid in India on this contract will be borne by TELK. Tax liability if any on deputation of the successful bidder's personnel to India shall also be borne by the bidder and shall be the responsibility of the bidder per Tax laws of India.

27.0 CONTRACT PRICE BASIS - FIRM PRICE BASIS.

28.0 PACKING, FORWARDING AND SHIPMENT.

- 28.1 The Contractor, wherever applicable, shall after proper painting, pack all equipment in such a manner as to protect them from deterioration and damages while transporting them to the Sites and its storage at the Sites till the time of erection. The dimension, approximate weight, indication for location of sling for lifting the material /cases and other important instructions to be taken care of while handling of the cases/ packets are to be written on them.
- 28.2 All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

29.0 LIABILITY FOR ACCIDENTS AND DAMAGES.

29.1 ACCIDENT TO WORKERS.

The Contractor will be liable for payment of all claims of damages, compensation or expenses payable as a result of any accident or injury sustained by workmen employed or used by him for the execution of the contract .The expenses, if any, incurred by the Company for medical expenses to the Contractor's workmen will be realized from him either by way of adjustment in his bills or deduction from the Security Deposit as the Company deems fit. If any accident or injury is sustained by any worker, the Contractor

should immediately inform the Company's Engineer. The contractor shall comply with all labour laws in this regard as indicated in clause no.33 and any other applicable laws.

29.2 SAFETY MEASURES.

The contractor has to make his own arrangement to ensure safety of the workers deployed by him. He has to provide all personnel safety appliances like safety helmet, safety belt, safety shoe etc. He has to follow the instructions given by the safety officer of Owner.

30.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION.

If the contractor fails to execute and complete the work and or deliver any or all of the services within the period specified in the contract, company shall without prejudice to its other remedies under the contract or law, deduct from the contract price as liquidity damages a sum equivalent to 1 % of the contract price for each week or part thereof the delay until actual completion of performance subject to a maximum of 10% of the contract price.

31.0 DELAYS BY TELK/OWNER OR HIS AUTHORISED AGENT.

31.1 In case the performance of Contractor is delayed due to any act of omission on the part of the Owner or his authorised agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of TELK / Owner has caused delay in completing the work awarded to the Contractor by the owner. Regarding reasonability of time extension, the decision of the Engineer shall be final.

32.0 COMPANY / OWNERS OBLIGATION.

32.1 Construction water and power supply [each at one point only] will be provided free of cost by the Company to the extent available. It has to be noted that this will be entirely at the discretion and convenience of the Company and supply of water/power cannot be claimed by the Contractor as a matter of right.

32.2 Company will hand over the front / site for erection in proper form as per the contract.

33.0 WAGES TO LABOUR.

33.1 The contractor shall comply with the provisions of the Minimum Wages Act and the Payment of Wages Act and the Rules framed there under in respect of the employees employed by him in the execution of works under the contract.

33.2 The Contractor shall be familiarized himself with the Contract Labour (Regulation and Abolition) Act 1970 and the Rules there under and should obtain the license for engaging the labor as per the above Act before commencing the works.

34.0 COMPLIANCE WITH EMPLOYEES STATE INSURANCE & PROVIDENT FUND LAWS.

34.1 If and when the Employees State Insurance Act and the Employees Provident Fund and Miscellaneous Provisions Act is made applicable to the site work, the contractor should accept full responsibility and exclusive liability for compliance with all obligations imposed by the said two Acts from time to time.

- 34.2 If the provisions of Employees State Insurance Act (ESI) and the Employees Provident & Miscellaneous Provisions Act (PF Act) are applicable to the contractor, the contractor shall be liable to arrange the following for his work :
- (a) To register all his workmen under the ESI scheme before starting the work and to submit the attendance particulars and statement of wages, contribution due and paid for the period on or before 5th day of the succeeding month to the ESI section of the Owner.
 - (b) To recover PF and PF dues if any (both employer's and employees) in accordance with the provisions of the PF Act
 - (c) Failure to comply with the above will attract penalty and the Accounts Department of the Owner will recover the due amount from the Contractor's bill without any reference or Notice.
 - (d) The contractor shall maintain a register/muster sheet showing clearly the name of workmen, wages paid, PF deduction made etc and submit the same to the Human Resource (HR) Department of the Owner.
 - (e) In case the contract is exempted from the provisions of the above mentioned Acts, he shall produce authentic documentary evidence in support of the same and satisfy and convince the concerned officer in the HR Department of the Owner.
- 34.3 The contractor has to comply with the provisions of the Kerala Construction Workers Welfare Fund Contribution and the amount is to be remitted to K.C.W.F and a compliance report to that effect has to be submitted to the concerned officer in the HR Department of the Owner.

35.0 OBJECTION TO CONTRACTORS EMPLOYEES.

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 of the work who in the opinion of the Owner, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered undesirable by the Owner.

36.0 PROVISION OF WORKMEN'S COMPENSATION ACT.

In every case in which by virtue of the provisions of the Workmen's Compensation Act the Owner is obliged to pay compensation to a workman employed by the contractor in the execution of the work, the Owner will be entitled to recover from the contractor the amount of compensation so paid and without prejudice to the right of the Owner under the said Act, the Owner shall be at liberty to recover such amount or any part thereto by deducting it from any other sum payable to the contractor.

37.0 CLEARANCE OF SITE ON COMPLETION OF WORK.

On completion of the work the contractor shall remove all temporary structures, debris etc from factory premises and hand over the site at which he has worked in clean condition.

38.0 LANGUAGE OF THE CONTRACT.

All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing

shall be written in English language. Information in any other language shall be accompanied by its translation in English. The metric system of measurement shall be used exclusively in the Contract.

39.0 DEFENCE OF SUITS.

If any action in Court is brought against TELK or Engineer or an officer or agent, for the failure or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his sub-contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep TELK, and the Engineer and / or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

40.0 PROGRESS REPORTS.

40.1 During the various stages of the works in the pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer with such materials as charts, net works, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Engineer and shall be submitted in at least three (3) copies.

41.0 TRAINING OF OWNER'S PERSONNEL.

41.1 The Contractor shall train Owner's employees regarding the equipment/system/operation/maintenance as per mutually agreed terms and conditions.

42.0 INSPECTION.

The agency shall offer the equipment / material for inspection by the owner before dispatch. The agency shall submit the manufacturing quality plan for approval by the owner and stage inspection if any shall be finalized after mutual discussion with the successful bidder.

43.0 SPARES.

The Bidder shall submit a list of mandatory spares for three years operation of the system/ equipment for which order may be placed by the owner at its discretion along with the main equipment .The cost of the spares shall be considered for evaluation.

44.0 The above terms & conditions are prepared applicable in general to the supply, erection, testing & commissioning of Capital Equipments and execution of other Contracts. If, any of the clauses are found not applicable or not relevant to the particular Supply/Contract shall be identified, listed and submitted by the bidder to TELK along with the technical bid.
