

TENDER NOTICE

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GENERAL CONDITIONS OF CONTRACT AND
INSTRUCTIONS TO TENDERERS

Volume I

GENERAL CONDITIONS OF CONTRACT AND INSTRUCTIONS TO TENDERERS

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GENERAL CONDITIONS OF CONTRACT

001 Definition of terms

- i. The “Government” shall mean “The Government of Kerala”
- ii. The “KCA” shall mean “The Kerala Cricket Association”
- iii. The “Secretary” shall mean the administrative head of the Kerala Cricket Association appointed by the KCA from time to time.
- v. The “Contractor” shall mean the tenderer whose tender has been accepted by or on behalf of the KCA and shall include the contractor legal/personal representative(s), successors and assignees.
- vi. The “Sub Contractor” or “Piece work contractor” shall mean only the person named in the contract for part of the work or any person to whom any part of the contract has been sub let with the consent in writing of the Engineer and the legal representatives, successors and assignees of such persons.
- vii. The “Site” shall mean and include the lands and buildings over, under, upon or in which the works are to be executed in accordance with the contract.
- viii. The word “specification” shall mean collectively, all the terms and stipulations contained herein including the general conditions, other conditions of contract, technical provisions and annexure thereto and list corrections and amendments.
- ix. A ‘month’ or “Calendar month” shall mean not only the period from the 1st of the particular month, but also any period between a date in a particular month and the day previous to the corresponding date in the subsequent month unless specifically stated otherwise.
- x. ‘Fiscal Year’ shall mean a year beginning on first April and ending on 31st March in the succeeding year.
- xi. ‘Plant: Work’ or ‘Works’ shall mean and include all plant and

materials to be provided and all the work to be done by the contractor under the contract.

xii. The 'Contract' shall mean and include the General Conditions, other conditions of contract agreed to Specifications Schedules. Drawings, Annexure, Form of Tender accepted schedule to Prices and the Agreement to be entered into

xiii. The word "Drawings" shall mean collectively, all the accompanying general drawings as well as all detailed drawings and revisions of drawings which may be issued by the Project in charge of Krisnagiri Cricket stadium, KCA Wayanad from time to time.

xiv. 'Writing' shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

xv. Words imparting the singular number shall include the plural number and plural the singular and the words imparting the masculine gender shall include the feminine and the neutral gender where the context so requires.

xvi 'Labourer' shall mean, all categories of labour engaged by the contractor, his sub contractor and his piece work contractors for work in connection with the execution of the work covered by these specifications. All these labourers shall be deemed to be employed primarily by the contractor even though the KCA may stand as principal employer to these contractors to enable them to get the required license as per the Contract labour Regulation & Abolition Act, 1970.

xvii The clause headings shall not limit, alter or affect the meaning of the specifications, conditions of tendering

xviii 'Department' means the Kerala Cricket Association.

xix 'Agreement authority' is the authority in the KCA who is competent to enter into agreement with contractors depending upon value of contract and the delegation of powers of the officers of the KCA. Agreement authority may be the KCA, Secretary, Kerala Cricket Association.

xx 'Tenderer' shall mean the person, firm or corporation tendering for the

works and his/ its executors or administrators, or successors, or assignees.

xxi Whenever figures are shown after the word 'Elevation' 'Reduced Level' or an abbreviation thereof they shall mean the height in metres based on Bench marks established by the KCA at the site.

xxii The KCA stores near site shall mean the stores under the control of the circle /division which makes payment for the work

xiii 'Time of Completion' shall mean the period within which the work under the contract is required to be completed satisfactorily in accordance with the specifications, drawings etc including all extra items required to be executed for satisfactory completion of the work and including all extension of time duly granted by the department.

xxiv The rates agreed to will be given in the schedule and valid during the currency of the contractor

Currency of Contract means the period covered from the date of commencement of work to the date of satisfactory completion of work including all duly sanctioned extensions. It is emphasized that even in the case of extensions applied for and duly sanctioned for reasons beyond the control, of both the KCA and the contractor; the later will not be entitled to any enhanced rate for the work done during the period so extended.

xxv Departmental obligations are only those obligations which have been specifically agreed to in the agreement.

xxvi 'Agreed rate' in item rate quoting system

002 Submission of Tenders :

The tender shall be submitted by attaching the relevant tender documents in their designated covers. The tenderers are instructed to attach to the bid an agreement accompanying the tender, the sample copy of which is attached to this tender, on Kerala stamp paper for the value of Rs. 200/- duly signed by him and attested by two witnesses. Bids without agreement in stamp paper of proper value in proper form are likely to be rejected.

Each tender shall contain an address for service of notices, if necessary or required to be served on or given to the tenderer in connection with the tender.

Each tender shall contain the name, residence, and place of business of the person or persons making the tender and shall be signed by the tenderer with his usual signature.

Tender by partnership shall furnish the full names of all partners. It shall be signed in the Partnership name by one of the members of the partnership authorized for the purpose or by an authorized representative followed by the name and designation of the person signing.

Tenders by corporations shall be signed with the legal name of the corporation followed by the name of State of incorporations shall be signed with the legal name of the corporation followed by the name of State of incorporation and by the signature and designation of the President, Secretary or other person authorized to bind it in the matter.

The attested copy of the constitution of firm/partnership with the name of partners and the instrument authorizing the persons to sign on behalf of the firm shall be furnished.

The tenderer shall prepare and submit as part of his tender a complete execution programme, showing in details his proposed programme of operations for the orderly performance of the work within the time specified in the specifications. The construction program shall be in such form and in such details as to show

properly the sequence of operations, the progress for each item or group of like items in the schedule of quantities and rates.

003 Earnest Money Deposit:

Each tenderer is required to deposit earnest money as given in the tender notice with the tenders in the form of Demand Draft only

The earnest money shall be returned to the contractor after he has furnished security deposit and agreement executed. Earnest money of unsuccessful tenders will be returned as early as possible.

Earnest Money will be forfeited to the KCA in the event of the tenderer refusing to enter into an agreement within 30 days from the date of acceptance of the tender subject to the conditions mentioned.

004. Doubts about the conditions and specifications

If the tenderer has any doubt on the meaning of any portion of these instructions or conditions or specifications, he should at once submit the drafts thereof to the Engineer in writing in order that the doubts are removed before the submission of bid .

005 Stipulations of additional conditions while tendering

The tenderer shall quote for the work taking into consideration the provisions given here in the specifications. No additional conditions shall be stipulated by the tenderer while submitting his tender, if however, some special conditions are deemed necessary by the tenderer a ceiling for the financial impact due to such conditions must be specified in the tender. If the tenderer does not specify the ceiling of the financial impact due to the introduction of the special conditions item-wise, and it shall be open to the Engineer to reject such tenders. Stipulating conditions of incalculable financial implication will also disqualify the tender.

If the KCA finds that the additional conditions incorporated by the tenderer in the Tender are not justified in the circumstance, the KCA reserves the right to reject the tender in to.

006 Financial stability of contractor

The contractor has to establish his financial stability to the satisfaction of agreement authority before executing agreement. If during execution of the work the agreement authority is satisfied that the contractor has no sufficient financial resources to proceed on with the work, the KCA reserves the right to terminate the contract and arrange the work, at the contractor's risk and cost, in such a case the provision regarding termination of contract shall apply.

007. Acceptance of tender

A tender shall be accepted with relevant documents in their designated covers and has been delivered to or sent to the tenderer **by REGISTERED POST/SPEED POST** only to the address appearing in the tender or such other address notified by the tenderer.

The date of acceptance of a tender shall be the date of which the communication regarding acceptance is tendered to the tenderer for receipt where it is sought to be served in person to the tenderer in the office of the Engineer and where the acceptance is conveyed by post/courier the date on which it is laid with the Postal Department for transmission to the tenderer.

The acceptance of the tender rest with Kerala Cricket Association or its authorized officials who may accept or reject any tender without assigning any reason thereof. The KCA will not be responsible for any expenses or any losses that may be incurred by the tenderer in the preparation of the tender. The terms of this contract cannot be added to, varied or reduced by any oral agreements previous or subsequent to its signature and such oral agreements shall not be valid.

008.Execution of Agreement and Security Deposit

The tenderer who is awarded the contract shall within **10 days** of receipt of the acceptance of the tender, execute an agreement in the form prescribed herein and given after furnishing security deposit as specified in the letter awarding the work the security deposit can be made in any form as for earnest money.

The security deposit shall be as follows:

5% of the contract amount without ceiling. This is to be furnished by cash/DD/Bank guarantee.

The security deposit, if desired to be furnished in the form of Bank Guarantee shall only be from Banks approved by KCA.

In the event of failure of tenderer to furnish the security deposit and to sign the said contract form within a period of 10 days from the date of receipt of notice of acceptance of his tender, the KCA or its officers shall have power and authority to forfeit the earnest money deposited in cash or in any other form where applicable and forfeit the cash thus received as earnest money to the KCA in which case the tenderer will not have any further claim over the forfeited earnest money whatever be the form in which it has been furnished. However, in case of extreme necessity, the Engineer or other authorized officials may, if he so chooses, grants extension of time for execution of the agreement after considering the merit of the grounds urged for extension.

As and when KCA revises the Security deposit, The tenderer/contractor is bound to remit the revised amount of security deposit as per the rules prevailing in KCA at the time of award of contract.

009. Commencement of work

The contractor shall begin the works under this contract immediately after executing the agreement. The work shall be completed in all respects within the time of completion. The time of completion will be reckoned from the date of execution of agreement. The time of completion specified shall include that required all preliminaries and enabling works as well as final clean up of the premises.

010 Staking out work

The work to be done shall be staked out by the contractor at his cost and checked by the KCA officers independently. The contractor shall provide such reasonable assistance as may be required for checking free of cost. No work shall be commenced before such checking and clearance given by an officer, entrusted by the KCA. For the purpose of this contract 'Staking out work' shall include necessary surveys and setting out. Bench Marks

and survey stakes shall be preserved by the contractor and in the event of their destruction or removal by him or his employees they shall be replaced by the KCA at contractor's cost. The KCA reserves the right to establish Bench Marks in structures put up by the contractor and such Bench Marks will also be governed by the above condition.

011. Retention Money

From each bill of the contractor, a 10% deduction will be made towards additional security subject to the condition that the maximum amount that may be retained by way of guarantee fund (i.e. by way of security deposit and deductions in part bills in respect of a contract as security for the due fulfillment of the terms of contract) shall not ordinarily exceed 10% of the probable amount of contract for works costing up to Rs. 5 lakhs 8% of probable amount of contract for works costing Rs. 5 lakhs to Rs. 25 lakhs and 5% of probable amount of contract for works costing above Rs. 25 lakhs except in cases where the Engineer in charge considers that a higher amount of guarantee is necessary to cover the liabilities under the contract as far as the work is concerned. It is also incumbent, on the contractor to ensure that security and retention are sufficient to cover all possible liabilities pertaining to issue of materials, loss, if any, arising out of poor workmanship amount, if any, that may be required towards the risk and cost of the contractor in case alternative arrangements are made and any other dues of a miscellaneous nature. A review of liabilities shall be made by the Engineer to satisfy himself of the position before making payment and any dues to the KCA will be recovered from his bills or otherwise.

The retention amount including the security deposit will not be released until the work is completed all respects to the satisfaction of the Engineer-in-charge and taken over by the KCA, till then responsibility of the structure and works will rest with the contractor.

012 Tender Rates

The Rates are to be quoted for the items of work set forth in the 'Bill of Quantity' attached. The rates should be for finished work and should be inclusive of all auxiliary items to complete the works according to the specifications and drawings, the rates are deemed to be inclusive of all labour, materials, chargeable expenses and all taxes excise duty that may be levied by the Government or any other Body unless otherwise specifically mentioned herein.

The tenderer shall include in the rate quoted by him all wages and other benefits to be paid to the labour and other employees directly or indirectly engaged on the work or part of it by him or his sub contractors, piece work contractors.

In the case of percentage rate contract the contractor, is expected to quote the percentage increase or decrease only on the rates furnished in the Bill of Quantity.

013 Rates of Wages and Recruitment of Labour

a) No labourer below the age of 14 years shall be employed on the work. Fair wages not less than minimum wages that may be fixed from time in accordance with the law or act or rules there under applicable to the area covered by the work plus fringe benefits and other customary benefits that are or may become payable in the locality shall be paid by the contractor to all labour including 'Sub-contractors' and piece work Contractor s labour and their wage rates shall be prominently displayed in the labour camp and important work sites in Malayalam and English scripts. The payment of wages to the labourers shall be made at regular and reasonable intervals and shall be governed by the Labour Regulations. Proper identity cards and acquaintance records for such payment shall be maintained and made available for inspection at any time.

b) The contractor must assume as responsibility for payment of wages and other benefits that may have to be paid by him to his labour and employees from time to time till the completion of work whether minimum wages have been notified or not. Any entries in the fringe benefits and other customary benefits that the contractor may have to pay from time to time either based on conciliations or otherwise will not be reimbursed

c) While recruiting labour he should give preference to those labourers available in local area.

014 Adoption of Delhi Schedule of Rates (DSR)

The Delhi Schedule of Rates (DSR) is adopted by the KCA for estimating purposes where applicable. This 'DSR' will be revised from time to time. The revision of DSR adoption in the KCA shall not be a reason for claiming revision of rates by the contractor.

The item wise rates agreed by the contractor shall be independent of DSR and shall be based on Contractor's own judgment on cost of Labour, Materials Transportation, chargeable expenses etc. he has to pay during the currency of contract and for the extended periods, if any. No claim for revision of rates agreed to will be allowed on any account the currency.

015 Firm Period of Acceptance

The tenders will be considered firm period for accepted for a period of 120 days after the date of opening of tenders. No tender can be withdrawn or altered before the firm period is over.

Any tenderer who withdraws his tender or alter it before the end of this period will do so at the risk of his earnest money being forfeited to the KCA.

016 Site Investigations and Representations:

It shall be clearly understood that the contractor has satisfied himself as to the nature and location of the work, the general and local conditions, including those bearing upon transportation, disposal, handling and storage of materials, flow through the river at site availability and nature of labour availability of water etc, or similar physical conditions at the site of configuration and conditions of ground, the character, quality and quantity of the surface and sub surface materials to be encountered, the character and capacity of equipment and facilities needed preliminary to and during the execution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any default or failure by the contractor to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for the execution of the contract unless the contract expressly provides that the responsibility therefore is assumed by the KCA.

If the drawings, specifications or description of items in "Bill of Quantity" do not contain particulars of materials and work which are obviously necessary for the proper completion of the work and the intention to include which is nevertheless to be inferred, all such materials and works shall be supplied and executed by the contractor without extra charge, and the KCA will furnish to the contractor with reasonable

expedition after receiving from the contractor a request in writing thereof such details are necessary.

017 Data in support of Item Rates:

Prior to or after formal acceptance of the tender, the tenderer shall submit to the KCA if and when called upon to do so, data in support of the rates quoted.

The tenderers are directed to study the detailed specifications and then frame their own estimates accordingly and work out the net probable amount of contract of their tender by putting each and every item rates after deducting the total value of the departmental materials as shown in the tender if applicable.

Tenderers should not show in their tenders the individual rates or their total probable amount of contract or their net probable amount of contract.

The item rates quoted by the contractor should be exclusive of GST and the GST should be shown separately.

The contractor is not eligible for any escalation or otherwise of the rates other than that of the quoted and accepted rates.

(b) PREPARATION AND PAYMENT OF BILL

Bills for part payments and final payments shall be prepared as follows:

The amount of the individual items as well as the sum total of items measured record as billed for shall be arrived at on the basis of the estimate rates given in the schedule attached to the agreement. After thus arriving at the total amount, the value of the departmental materials that could be used as per sanctioned estimate on the items billed for at schedules agreed rates shall be deducted to arriving at the net amount of work done. Then the item wise rate quoted by the contractor and accepted by the KCA shall be applied over the net amount of work done. To the amount so arrived at the value of the departmental materials previously deduction shall be added to give the gross amount to be passed in favour of the contractor, recovery for departmental materials actually used for the items will be made as per agreement conditions.

018 Rates for Lump sum items:

The tenderer should quote specific amount of LS items when called for to do so and payment for these items will be regulated for the actual carried out at DSR rates without profit or based on tenderer rate allied items of work if such items exist, but the total amount payable will be limited to the LS amount quoted by the tenderer in case the total amount thus paid works out to an amount less than the L.S. agreed to the balance amount also will be paid on completion of the L.S items of work.

019 Change in quantity

The quantities given in the schedules shall be treated as approximate only for comparing tender and no claim shall be made against the KCA for excess or deficiency therein whether actual or relative. The contractor shall agree to do the entire quantity required for completing the work as per the specifications at agreed rates irrespective of change in quantities. The schedules are prepared based on preliminary designs and data available.

020 Right to Vary work

The right to carry out the work either in conformity with or in a manner entirely different from the terms of this intimation that may be considered most suitable subsequent to the receipt of tenders due to exigencies of work reserved with the KCA and the contractor shall carry out such changes as directed to be done by him.

021 Correctness of the tender

It shall be definitely understood that the KCA do not accept any responsibility for the correctness or completeness of the schedule that the schedule is liable to alteration by omissions, deductions, or additions at the discretion of competent department officer or as set forth in the conditions of the contract.

022 Failure to execute the work

If due to the default of the tenderer / contractor to pay other the requisite deposit, sign contracts or take possession of the work and execute the work with proper diligence any loss to the KCA results the same will be recovered from him as arrears of revenue but should it be a saving to the

KCA the original contractor shall have no claim whatever be the difference. Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any other subsisting contracts or under the prevailing laws in force or otherwise as KCA may decide.

023 Signature of the Tenderer

The Tenderers should affix their signature in the tender documents before submission of tender.

024 Power of Attorney

Contractor shall not without previous sanction in writing of the authority accepting the tender execute any power of attorney in any respect of any matter touching this contract, and any such power of attorney executed without such sanction shall not be recognized by or be binding upon the KCA or their officers. It shall be entirely within the discretion of the authority accepting the tender either to grant such sanction or to refuse it or to revoke a sanction once given.

025 Quickness or Promptness

The tenderer may take note that quickness and promptness in execution is the essence of this contract.

026 Tax Clearance Certificate

The KCA may require the contractor to produce income tax, agricultural income tax and sales tax clearance certificate before entering in to the agreement with him for the contract, and the contractor will have to produce all such certificate as called for. Final payment will be made only after the production of the tax clearance certificates. Recoveries of the above taxes payable by the contractor may be made from the bills due to him from the department on receipt or advice from assessing authorities and as per rules in force from time to time.

027 Orders after Award

After the tender has been accepted by the KCA all orders and instructions to the contractor shall except as herein otherwise provided shall be given by the Engineer-in-charge on behalf of the KCA.

028 Labour Rules

The contractor shall be bound by the provisions of contract labour *Regulation and Abolition Act 1970 and the Rules* framed thereunder. He shall get himself registered under the Act at the appropriate time. The contractor shall implement the provisions of this Act scrupulously.

The Contractor shall also be bound by the applicable Contract Labour Regulations in respect of wages. Payment of wages, Fixation of wage periods, Registers to be maintained by the contractor, Display of Notice regarding wages, fines and deductions, Maintenance of registers, submission of returns etc.

029 Safety Code

The contractor is bound to follow the applicable safety provisions provided here in these specifications and to follow the directions of the Engineer-in-charge to ensure safety. The cost of providing safety provisions shall be deemed to be included in the rates agreed to. All safety rules and regulations introduced from time to time by appropriate authorities shall also be followed at no extra cost.

030 Safeguards for Environmental Protection

The Contractor is bound to follow the safeguards that are provided herein these specifications in respect of safeguards for environmental protection at no extra cost. The acts, rules and regulations in this respect introduced from time shall be followed at his cost without fail.

031 Management of Works

It is contractor s responsibility to manage the entire works to produce the results as contemplated herein. It is for him to plan, organize and execute the work and to manage the labour. The KCA's responsibility is strictly limited to the obligations specified herein and for making payments for the finished works carried out.

In case the Contractor is not able to manage the work properly and his conduct, is conducive to create indiscipline at site and to create confusion in contract administration as adjudged by the agreement authority it shall be competent to the agreement authority to terminate the contract at Contractor's risk and cost. The contractor shall also comply with the directions of department in respect of planning; organizing execution and management of work, failure to do so will lead to termination of contractor at Contractor's risk and cost. In the case of termination provisions herein shall apply. In case of any labour strikes, gheraos, indiscipline or unrest of the labourers of the contractor, if the contractor sustains any loss or damages the KCA shall not be liable for any loss or damage to the contractor.

032 Law and Order

The maintenance of the Law and order is the responsibility of the Government. It is the Contractor's responsibility to maintain good relations with the labour and others and to maintain discipline of Labour at site. Any problem on maintenance of Law & Order has to be referred to the appropriate Government authority for redressal by the Contractor.

033 Disputes with Labourers

Any dispute between the labourers and the Contractor shall be received by the contractor without loss of time and in case the dispute cannot be resolved in reasonable time it shall be referred to the Labour Department of the Government for conciliation and a decision taken by the Labour Department during conciliation meeting shall be binding on the Contractor. Any extra cost involved as a result of conciliation settlement shall be borne by the Contractor.

All disputes between the Contractor and Labourers shall be classified as industrial disputes in case it is found that the disputes between Labour and Contractor are not resolved in time the KCA may help the Contractor in accelerating conciliation settlement without any commitment on the part of the KCA.

034 Subletting of Contract

The contractor shall not, without the consent in writing of the Engineer which shall not be unreasonably withheld, assign or sub-let his contract or any substantial part thereof other than for raw materials or for minor details or for any of the works of which the makers are named in the contract, provided that any such consent shall not relieve the contractor from any obligation, duty for responsibility under contract. If for sufficient reason at any time during the progress of work the Engineer determines that any Sub contractor/ piece work contractor is competent of undesirable he will notify the contractor accordingly and immediate steps shall be taken for cancellation of such Sub contractor/ Piece work contract. Subletting by Sub-Contractors shall be subject to the same regulations. Nothing contained in this contract shall create any contractual relation between any sub contractor/piece work contractor and the KCA.

035 Labour Reports

No sub contractor shall be engaged on the work without the written permission from the Engineer in charge. The contractor shall report monthly, within 5 days after the close of each calendar month, on forms to be specified by the Engineer, the no of persons under different category on their respective payrolls and the payrolls of their subcontractor and piecework contractor and such other information as may be required by the Engineer.

Labour reports showing the strength of labour and other details under each category should be submitted by the contractor every week if so required by the Engineer.

036 Power to add, Vary or omit work

No alternations, amendment, omissions additions, suspensions or variations of the work herein after referred as VARIATIONS under the contract as shown by the contract drawings of the specifications shall be made by the contractor except as desired or directed in writing by the Engineer-in-charge, but the Engineer-in-charge shall have full power from time to time during the execution at the contract by notice in writing instruct the contractor to make such variations without prejudice to the contract and the contractor shall carry out such variations and bound by the same conditions as far as applicable as though the said variations occurred in specifications.

When additional information regarding foundations or other conditions become available as a result of the excavation work, further testing design studies or otherwise, it may be found desirable to change the location, alignment, dimensions or design of the work under the contract as shown on the contract drawings to conform to such condition. It may be possible to improve the design given herein. In such cases the KCA reserves the right to make the reasonable changes in the work as in the opinion of the Engineer may be considered necessary or desirable. The contractor's plant shall be laid out and his operations shall be conducted so as to accommodate any reasonable change in location and design of the work of any part thereof, without any additional cost to the KCA. The rates quoted by the contractors shall hold good even then.

037 Extras

1. i) An extra item of work is an item of work not expressly or impliedly provided for in schedule of items, plans or specifications of the contract. They will include only items of works, which though highly necessary for the proper execution of the work and for its completion were not provided for in the original contract.

ii) The rate for an extra item will be determined depending on the cost of various elements which should be considered in arriving at the rate for an extra from and will be fixed on the principle laid down below.

iii) The extra items will be paid only after executing supplementary agreements.

2. The following conditions will precede the execution of extra items of work

i) There shall be an order in writing to execute any extra item of work duly signed by the concerned agreement authority. Failing such a sanction the KCA may not entertain any sort of claim for such an extra item.

ii) If the contractor for any reason finds, that extras are involved he should give notice to the concerned agreement authority to this effect, and shall proceed with the execution of the extra item only after receiving instruction in writing from the concerned agreement authority.

3. Extra items for the purpose of payment may be classified as additional substituted or altered items, depending on their relation or otherwise to the original item of items of work.

4. The principles of arriving at the rate of an extra item are given below. Normally the rate for an extra item will also be specified when the work order for the extra item is given. If this is not done the rates will be fixed separately and intimated to him for executing supplementary agreement.

The rate for extra items shall be worked out as below.

i) In the case of all extra items whether additional, altered or substituted, if departmental data rates for identical items are provided for in the contract, such rates shall be applicable with the percentage increase or decrease as the case may be except on cost of materials, if any, supplied by the KCA.

ii) In the case of extra items, whether altered or substituted for which similar items do not exist in the contract and rates exist in the departmental schedule of rates, the rates shall be arrived at on the basis of the departmental data rates after applying the percentage excess or decreases as the case may be except on cost of the departmental materials.

iii) In the case of extra items whether additional, altered or substituted, for which the rates cannot be derived from similar items in the contract, and only part from the schedule of rates, the rates for such part or parts of items as are not covered in the schedule of rates shall be determined by the Engineer on the basis prevailing market rates giving due consideration to the analysis of the rates furnished by the contractor, with supporting documents, including contractors profit. This shall be added on the departmental rate for the other part of the item for which rates can be derived from the schedule of rates.

5. The rate once fixed for an extra item will not be varied during the currency of the contract the escalation clause in the case of major contract agreements, shall also be made applicable to the extra items of work provided. The rates for the extra item are worked out based on the schedule of rates applicable to the original sanctioned estimate .

6. The incidence of cost of equipment which will come under direct charges will be based on standards followed by KCA from time to time.

9. For extra items cost on labour / material and transport charges will be calculated on the basis of those applicable for the locality as given in DSR prevalent at the time of invitation of tenders for the work.

10. If any material is supplied by the KCA for any extra item, the cost thereof will be excluded while allowing profit.

11. The contractors profit for extra items will be reckoned at 10% excluding cost of departmental materials.

038 Death, Bankruptcy:

If the contractor shall die or commit any act of bankruptcy or if being a corporation commence to be wound up except for reconstruction purposes or carry on its business under receiver, the executors, successors of other representatives in law of the estate of the contractor any such receiver, liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to the Engineer-in-charge and shall for one month during which time he shall take all reasonable steps prevent a stoppage of the works, have the option of carrying out the contract subject to his or their providing such guarantee as may be required by the Engineer-in-charge not exceeding the value of the work for the time being remaining unexecuted. In the event of the stoppage of the works, the period of the option under this clause shall be 14 days only, provided that should the above option not be exercised, the contract may be terminated by the KCA by notice in writing to the contractor.

039 Works on Site and Co-operation with other Contractors:

The works shall be carried out at such time as the Engineer-in-charge may approve and so not to interfere unnecessarily with the conduct of the KCA's business but the Engineer-in-charge shall give the contractor all reasonable facilities for carrying out the work.

In the execution of the work no person other than the contractor or his duly appointed representative, sub contractor and workmen shall be allowed to do work on the site except by the special permission in writing

of the Engineer –in-charge on his representative, but access to the work at all times shall be accorded to the Engineer-in-charge and his representative and other authorized officials or representative of the kca.

Nevertheless, the contractor shall permit the execution of work by other contractors or tradesman whose name shall have been previously communicated in writing to the contractor by the Engineer-in-charge and offered them every facility for the execution of their several works simultaneously with his own.

040 Limited Possession of Site:

The KCA will provide at the work site the right of way for permanent works or installations, the site for contractor s colony, the site for borrow pits and quarries, channels spoil banks ditches and right or way for access thereto over routes established by the KCA. The Contractor will be permitted to have limited use of such land as well as other available KCA land for construction. In case of medium and large works the contractor shall furnish to the KCA within one month after the award of the contract the exact details of the land required by him for the work at the sites, so that the KCA may move the Government for necessary sanction and further requests for land will not ordinarily be entertained. Should any delay take place in making available the above facility that delay shall not be deemed to be a breach of contract by KCA or should it give the contractor any claim for compensation but appropriate extension of time for the performance of the contract shall be applied for and got sanctioned from the Engineer-in-charge.

In the event of being decided by the Engineer-in-charge that for any reason such as non-acquisition of land and other contingencies the work shall not be commenced shall be suspended or stopped before completion, the contractor will be paid for work actually done and materials supplied up to date of stoppage but the KCA will in no work maybe held responsible for and further liability or loss or damages or any prevented gains.

Until such facility is given as aforesaid no material shall be delivered to or work performed upon the site or other lands for the purpose of carrying out this contract.

The use of site or other lands provided by the KCA shall not be deemed to give the contractor any right of exclusive possession of land, but only such

right of use as shall be necessary to enable him to perform the works effectively as a license.

041 Finds on works:

All gold, silver, oil or other minerals of any description and all precious stones, coins treasure, relics of antiquity and other similar things which shall be found in or upon, the site shall be the absolute property of the KCA and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-charge and shall from time to time deliver the same to such person or persons as the Engineer-in-charge may from to time appoint to receive the same.

042 Inspections:

(a) All materials and work-man ship shall be subjected to inspection, examination and testing by the Engineer-in-charge at any and all times during manufacture and / or constructions and at any and all places where such manufacture and / or construction are carried out. The KCA shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with proper material without charge therefore and the contractor shall promptly segregate and remove the rejected material from the premises at his own cost. If the contractor fails to proceed at once with the replacement or rejected material and / or the correction of defective workmanship the KCA may be contract or otherwise replace such material and / or correct such workmanship and charge the cost thereof to the contractor and / or may terminate the right of the contractor to proceed further as provided.

(b) The contractor shall furnish promptly and without any additional charge all reasonable facilities, labour and materials necessary for the safe and convenient inspection and test that may be required by the Engineer-in-charge. All inspection and tests by the KCA shall be performed in such a manner as no to unnecessarily, delay the work, special, full size, and performance tests shall be as described in the specifications. The contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time of inspection, as required by the Engineer-in-charge.

(c) If the contractor fails to comply with any of the conditions of the contract or with instructions or decision of the Engineer-in-charge issued there under except where otherwise specifically provided in this contract, the Engineer-in-charge may after giving written notice to the contractor take other necessary steps for the compliance of the said conditions,

instructions or decisions and any expenditure thus incurred shall be recoverable from the contractor.

(d) Should the Engineer-in-charge, consider that work, although not executed in strict accordance with the specification may be allowed to stand, he is empowered to pay for the same at such reduced rates as he may fix, but this proceeding is quite optional on his part.

043 Lines and Grades

The contractor shall provide such forms, ladders; spikes, nails, light and such assistance as may be required by the Engineer-in-charge in checking lines and grades. The line and grades takes and bench marks shall be preserved carefully by the contractor until they have served their purpose. Works shall be suspended at such points and for such reasonable tie as may be required to check the lines and grades established by the contractor. No additional compensation will be paid to the contractor for required assistance in checking lines and grades or for loss of time on account of such necessary suspension of work or otherwise on account of requirement of this paragraph.

044 Experience and Qualifications of Contractor

Previous experience on the part of the tender in the construction of similar works of sufficient magnitude will be a consideration in the award of this contract. Tenders from those who do not have sufficient financial and technical resources and previous experience may not be considered. Proof in support of his experience and financial and technical resources shall be furnished along with the tender.

The tenderer should attach a list of works satisfactorily executed by him during the past five years under KCA works, Government departments or Quasi Government concerns noting there in the name and description of works, probable amount of contract etc.

Those contractors who are related to any officer of the KCA who is in charge or having control of this work are not eligible for tendering. Relationship in this respect will be restricted to father, Mother, Son, Daughter, Brother, Sister, Direct Uncle, Nephew, Father-in-law, Mother-in-law and First Cousin of the officer concerned. A declaration to the effect that the tenderer is not related to any Board Officials in charge of this work as mentioned herein shall be furnished with the tender in the form attached to this.

045 Engagement of Workmen by Contractor and Workmen's Compensation:

a) The accepted tenderer or firm after executing the agreement should forward to the Secretary, Secretary, Kerala Cricket Association, K.C.A Complex, T.C-24/131(1), Sasthamkovil Road, Thycad, Thiruvananthapuram, 695014 where the work is being carried out, a list of workman proposed to be engaged every day with their names and full address in details, The contractor should maintain muster roll of the workmen showing the details of wages and allowances paid to individual workmen whose address should be clearly indicated and other documents as required by contract labour (Regulation and Abolition Act 1970). The workmen should be mustered in the morning of every day and the muster roll should be made available for inspection of the workers wherever required and produced for inspection when called for by the Secretary, Kerala Cricket Association, or to his authorized nominee. There should not be any workmen who are not borne in the muster roll present for work on any day of the work.

b) In the event of an accident, the contractor should immediately report in writing the matter to the Secretary, Kerala Cricket Association and to Police and the Labour Commissioner. He shall also have to arrange for medical aid & shall pay such compensation to the concerned parties as is payable according to workmen s compensation Act. If on any account such Compensation is paid by the KCA, it shall be recovered from the contractor concerned by deduction from any amounts due to the Contractor from the KCA by virtue of this contract or otherwise. Interest at the ruling rate prevailing in the KCA shall also be recovered from the contractor. If the accident is a fatal one the commissioner of workman s compensation should be immediately intimated the details of accident by the contractor, stating whether he accepts or disclaims the liability. In any event KCA will have the right of keeping an amount equal to the probable amount of compensations from the amount payable to the contractor and if the contractor declines to accept the responsibility in genuine case, the KCA will also have the right to recover the amount of compensation from the amount set off and make payment to the injured workmen or the commissioner for workman s compensation in the case of fatal accidents or in regard to persons of legal disability.

c) The Secretary, Kerala Cricket Association, K.C.A Complex, T.C-24/131(1), Sasthamkovil Road, Thycad, Thiruvananthapuram, shall have the right to deduct from the moneys due to the contractor, any-sum required or estimated to be required for making good the loss suffered by a worker or workers on any reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, nonpayment of wages or deductions made from his or her wages which are not justified by their terms of the contract or non-observations of the regulations.

d) The contractor shall be primarily liable for all payments to be made under and for the observations of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

e) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be a breach of this contract:

046 Engineer's Decision:

In the respect of all matters which are left to the decision of the Engineer-in-charge including the granting or withholding of certificates, the Engineer-in-charge shall, if required to do so by the contractor give in writing a decision thereon and his reasons for such decisions. All decisions of the Engineer-in-charge shall be final and binding and not liable for arbitration.

047 Contractor's Representative and Supervision:

The contractor shall employ at least one competent representative whose name or names shall have previously been communicated in writing to the Engineer-in-charge by the contractor to superintend the execution of the work. The said representatives or if more than one shall be employed then one of such representatives shall be present at the site during working hours. Any written orders of instruction which the Engineer-in-charge or his duly authorized representative whose name shall have been previously communicated in writing to the contractor may give to the said representative of the contractor, shall be deemed to have been given to the contractor.

The Engineer-in-charge shall be at liberty to object to any representative or person employed by the contractor in the execution of or otherwise about the works shall misconduct himself or be incumbent or negligent and the contractor shall remove the person so objected to, upon receipt from the

Engineer-in-charge of notice in writing requiring him to do and shall provide in his place a competent representative at the contractor's expenses.

For large works the technical organization, shall be suitably enlarged such that the works can be carried out smoothly as determined by the Engineer-in-charge.

The contractor shall intimate the Engineer-in-charge in writing the names and identity of technical personnel proposed to be engaged on the work.

048 Due date of Payments:

Payments shall be normally due and payable by the KCA within one month from the date of each certificate of the Engineer-in-charge.

049 Certificate of the Engineer:

Every application to the Engineer-in-charge for a certificate must be accompanied by a detailed invoice (in triplicate) setting forth in the order of the schedule of items particulars of the work executed in any form specified by the Engineer-in-charge.

The Engineer-in-charge may by a certificate make any correction or modification in any previous certificate which shall have been issued by him and payment shall be regulated and adjusted accordingly.

050 Suspension of Works:

The KCA shall pay to the contractor all reasonable expenses arising from suspension of the works or delay by order in writing of the KCA or the Engineer-in-charge unless such suspension be due to some default on the part of contractor or sub-contractor. The decision of the Secretary, Kerala Cricket Association, in respect of amount of reasonable expenses shall be final and binding on the contractor, and not liable for arbitration. The contractor shall not suspend the work without the written consent of the Engineer-in-charge. In the event of suspension of the work on contractor's own accord without written permission, the KCA shall have the right to recover all losses to the KCA on account of such a suspension even resorting to Recovery as per prevailing law provisions.

The KCA shall not be liable to pay to the contractor any reasonable expense or any amount towards any loss arising from suspension of the

works or delay in execution of the work due to any strike or agitation or gherao by the Laborers of the contractor.

051 Bribes, Commission etc.

Any bribe, commission, gift of advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant of any one of his or on their behalf to any officer, servant, representative or agent of the KCA relating to the obtaining or to the execution of his or any other contract with the board shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other contracts. Any question of dispute as to the commission of any offence under the present clause shall be settled by the KCA in such manner and on such evidence or information as they shall think fit and sufficient and their decision shall be final and conclusive.

052 Force Majeure:

In case the KCA is not able to discharge its obligations from time to time in respect of this contract due to reasons beyond the control of the KCA, the contractor is not eligible for any compensation.

053 Negligence and termination of Contract:

If the contractor shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply any reasonable order given to him in writing by the Engineer in charge in connection with the works, or shall contravene the provision of the contract, the Engineer-in-charge may give seven days notice in writing to the contractor, to make good failure, neglect or contravention complained or and should the contractor fail to comply with the notice within reasonable time the date of service thereof, in the case of failure, neglect or contravention capable of being made good within that time then and in such case, the Engineer-in-charge shall be at liberty to employ other workmen and forthwith perform such work as the contractor may have neglected to do or if the Engineer-in-charge shall think fit, it shall be lawful for him to take the work wholly or in part out of the contractor's hand and re contract at a reasonable price with any other person or provide any other materials, tools tackle and labour for the purpose of completing the work or any part thereof, and in that event the board shall without being responsible to the contractor for the fair wear and tear of the same have free use of all the materials. Tools,

tackle or other things, which may be on the site, for use of any time in connection with the work to the exclusion of any right of the contractor over the same, and the board shall be entitled to retain and supply any balance which may otherwise be due on the contractor by them to the contractor or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

If the cost of executing the work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit, the said materials, tools tackle or other things which are the property of the contractor may be sold by the KCA and the proceeds applied towards the payment of such difference and the cost incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the contractor on the certificate of the Engineer-in-charge but when all expenses, cost and charges incurred in completion of the work are paid by the contractor all such materials, tools tackle or other things remaining unsold shall be removed by the contractor.

Recoveries on this or any other account due to the KCA by the defaulting agency will be made either from the sums that may be due to contractor on this or any other work or if possible under the law in force in Kerala.

In the event of termination of contract, the contractor must forthwith make available to the department all the working areas and access thereto as well as sites which were in his occupation for the performance of the contract. He should also return the tools and plant which were given to him by the KCA. In this case the contractor will be called upon to bear the extra cost, if any, involved in making fresh arrangements for the work but shall have no claim whatsoever should the fresh arrangements result in profit to the KCA.

054 Progress:

The contractor should maintain proportionate progress in execution of work with the target date for the work in view. Shortly after the contract is awarded, the contractor should furnish a program of work keeping in view the above target dates and try to improve on the same. The program should be got approved and adhered to. Where the program has to be deviated, prior approval of the Engineer-in-charge should be obtained explaining the cause for such deviation and a revised program made out. In preparing such a revised program the target dates mentioned above will not normally be allowed to be altered except for reasons entirely unforeseen or beyond the control of the contractor. For medium and large size works, the

program shall be submitted in a PERT chart detailing the sequence of all operations from beginning till end of work. The work shall be proceeded with only after approval of the program. The contractor shall also report in prescribed proforma the progress of work during week and analyze the progress with respect to approved program and give reasons for delay and indicate steps taken to correct the shortfall.

To achieve the required progress, work has to be carried out round the clock whenever necessary the period of completion and number of working days specified shall not be affected by the number of shifts worked each day. No extra amount on account of any shift work is payable to the contractor. Sufficient notice should be given by the contractor to the Engineer-in-charge regarding the details or works in shifts so that necessary departmental supervision could be provided.

If the contractor shall be hindered in the execution of his work so as to necessitate an extension of time allowed for its completion he shall apply in writing to the Engineer-in-charge who shall, if reasonable grounds be shown, authorities such extension of time, if any, as may in his opinion, be necessary, and without such written authority of the Engineer-in-charge, the contractor shall not be exempted from the damages leviable under the terms of this contract.

055 Work carried out at night:

Wherever work is carried out at night, adequate lighting of working areas and access paths should be provided by the contractor, at his cost.

056 Liquidated Damages:

The data fixed by the agreement authority for the commencement and completion of work as entered in this agreement shall be strictly observed by the contractor who shall pay damages at the rate of one percent (1%) on the estimated value of the contract for every week limited to 10% that the work remains uncommenced or unfinished after the proper date. And further to ensure good progress during the execution of works, the contractor shall be bound unless the contract provides otherwise in all cases in which time allowed for the work exceeds one month to complete one fourth of the whole work to be done, when one-fourth of the whole time allowed for it has elapsed, one half of the work when one half of time has elapsed and three-fourths of the work when three-fourths of the time has elapsed, and the penalty for failure in either of these cases shall likewise be that the contractor shall be subject to pay weekly damages at the rate of one percent (1%) on the estimated value of the amount of the work, limited to 10%, that should be completed by that time. All damages payable under this clause shall be considered as liquidated damages to be applied to the use of the Board without reference to the actual loss sustained owing to delay.

The KCA shall also have right to claim damages for the loss sustained by the KCA owing to the delay in execution of the work by the contractor or due to the negligence or other action on the part of the contractor in violation of the provision of the contract.

057 Terms of Payment:

- (a) Payment will be made for works done at the rates specified in the accepted schedule .
- (b) The rates are expected to cover all incidental charges and are for finished work as per specifications and conditions of contract.
- (c) Normally part payment will be made once in every month based on quantities of work done subject to the limitations specified in respect of the following items.
 - (i) For excavation in any part of the work, payment will be made only after the excavation in that part is completed.
 - (ii) For drilling work, payment will be made only after the holes concerned in the measurement are drilled completely.
- (d) All payment made as above will be treated as part or interim payments subject to such adjustments as may be needed at the time of final measurements are taken.
- (e) In the case of large works KCA may consider fortnightly provisional payments for major items which will be adjusted in monthly consolidate bills which themselves are interim payments.
- (f) The final bill shall be submitted by the contractor in the prescribed form within one month of completion of the work. Otherwise the Engineer's certificate shall be accepted as final and binding on all parties.
- (g) The onus of preparing fortnightly / monthly bill in acceptable performa rests with the contractor, however payment will be made only after the department checking the measurements and satisfying itself

about the accuracy of the measurements and the bill.

(h) No work will be paid for, unless thoroughly good and fully in accordance with the specifications and should prove inadvertence bad work be passed and paid for, it will nevertheless be perfectly competent for the Engineer-in-charge to strike the same out of the account at any future time and record the value at any date previous to or at the time of granting the final certificate.

(i) If any amount which by virtue of this contract may be due to the contractor be not claimed for payment within 3 months from the date on which it falls due, the same will be placed in deposit account and if the amount so placed remains unclaimed for 3 years thereafter the contractor or others to whom it may legally be due will forfeit the same which will be finally credited to the KCA.

058 KCA's Right to execute the work:

The KCA reserves the right to execute any portion of the contract either themselves or otherwise without assigning any reason thereof and in such an event the contractor will have no claim for any compensation whatsoever, in case when the works are supplemented or arranged otherwise due to default on the part of the contractor, the provisions under termination of contract shall apply.

059 Advance to Contractors:

Advance amount of any kind will be given to the contractor as per the prevailing rules of the KCA.

062 Drawings:

The drawings which form a part of these specifications show the work to be done under these specifications as definitely and in as much detail as is possible at the present state of the development of the design. These

drawings will be supplemented or superseded as the work progresses by such additional general, revised and detailed drawings as may be considered necessary or desirable by the agreement authority. Such additional, general, revised and detailed drawings will show dimensions and details necessary for construction purpose more completely than are shown on the attached drawings for all features of the work and for the installation of machinery or equipment not yet purchased. In case here is difference in details or in specification in these drawings from those given in tender specifications and drawings, the details given in these additional, general, revised and detailed drawings shall prevail. The contractor shall be required to perform the work on these feature and in accordance with the additional general, revised and detailed drawings mentioned above. The contractor shall check all drawings carefully and advice the agreement authority any errors or omissions discovered. The contractor shall not take advantage of errors or omissions, as full instructions will be furnished to the contractor, should any errors omissions be discovered, the contractors shall on request be furnished with such additional copies of the specifications and drawings as may be required for carrying out the work.

The drawings and specifications are to be considered as explanatory of each other and should anything appear one that is not described in the other, no advantage shall be taken of any such omission. In case of disagreement between specifications and tender drawings, the conditions of the specifications shall govern the contract. Should any discrepancies however, appear, or should any misunderstanding arise as to meaning and interpretation of the said specifications or drawing or as to the dimensions or the quality of the material or the proper execution of the works or as to the measurements or quality and valuation of the works executed under the contract or extra thereupon the same shall be finally decided by the agreement authority.

Figured dimensions on drawings shall supersede measurements by scale and drawings to a large scale shall take precedence over those on a small scale. Special directions incorporated on the drawings shall be complied with strictly.

060 Clean up

Upon completion of the work the contractor shall remove from the vicinity of the work all plant, buildings, rubbish, unused materials, concrete forms

and other like materials belonging to him or under his direction during construction to the satisfaction of the Engineer-in-charge and in the event of his failure to do so, the same may be removed by the KCA at the expense of the contractor.

061 Works to be executed to the satisfaction of the Engineer -in-charge.

The contractor shall proceed with the works with diligence and expedition and the supervision and direction and shall be carried on to the entire satisfaction of the Engineer-in-charge who shall have full power to order the contractor to alter, enlarge or diminish the forms, dimensions portion or quantities of any of the works or to make use of materials and workmanship of different descriptions and qualities from those herein specified. Works are to be properly carried out to the satisfaction of the Engineer-in-charge.

The whole of the works entrusted to him together with any temporary works associated therewith, shall be carried out in the most substantial, proper and workmen like manner with the best materials and workmanship, and to the entire satisfaction of the Engineer-in-charge and in such order of time as he may direct. The contractor shall attend to and execute without deal, all orders and instructions which may from time to time be issued by the Engineer-in-charge, when the works or their appurtenants foul with the arrangements of other units of work not covered by this specification, working methods shall be discussed with the Engineer-in-charge and his prior concurrence obtained.

062 Execution of works in conformity with the contract documents

The whole of the works entrusted to the contractor shall be executed in perfect conformity with the contract documents, and such explanatory and detailed drawings and directions as may be furnished from time to time by Engineer-in-charge for the guidance of the contractor.

063 Contract includes all necessary operations:

The contract is to include the whole of the work, whether permanent or temporary which are described in or implied by the contract documents which may be inferred to be obviously necessary for the efficiency, stability and completion of the permanent works also the performance of all other operations and the supplying of all materials labour and chargeable expenses and things described in or implied by the

contract documents which may be desirable or required for the completion in all respects of the above works to the entire satisfaction of the Engineer-in-charge and all such matters shall be deemed as included in the contract rate / sum quoted by the contractor.

Works shown upon the drawings and not mentioned in the specification without being shown on the drawings shall nevertheless be held to be included in this contract, and their execution is to be covered by the quoted contract rate/sum in the same manner as if they had been expressly shown upon the drawings and described in the specification also. If the contractor has any doubt with regard to any details mentioned in the drawings or in the specifications, he may refer the matter to the Engineer-in charge in writing and get the clarifications needed.

064 The contractor to supply and be responsible for the sufficiency of the means employed

The contractor must take upon himself the entire responsibility for sufficiency of scaffolding, timbering, machinery, tools or implements and generally of all the means including labour, materials, etc., used for the fulfillment of this contract, whether such means may or may not be approved or recommended by the Engineer, and the Contractor must accept all risks in the execution of work including risks of accidents, or damages, from whatever cause they arise, until the completion of this contract.

065 Fencing and Lighting:

Except as herein after provided the contractor shall unless otherwise specified be responsible for the proper fencing, guarding, lighting and watching of all works comprised in the contract and for the proper provision of temporary roadway, footways, guards and fences as far as the same may be rendered necessary by reasons of the work for the accommodation and protection of foot passengers or other traffic and of the owners and occupants of adjacent property and of the public.

066 Liability for damage to works or plant:

The contractor shall during the progress of the work, properly cover up and protect the work and plant from injury by exposure to the weather, natural calamities such as flood, rain and by any other causes and

shall take every reasonable, proper timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable for and all liable accidents or injuries thereto, which may arise or be occasioned by the acts or omissions of the contractor or his supervisory staff or his workmen or his subcontractors, and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and sole cost of contractor and to the reasonable satisfaction of the Engineer –in-charge. Should any such loss or damage happen to units of works or plant or material falling outside the scope of this contract even these shall be replaced or compensated for by the satisfaction of the Engineer –in-charge.

Until the work shall be or deemed to be, taken over the contractor shall be liable for, and shall indemnify the KCA in respect of all damages or injury to any person or to any property of the KCA of others occasioned by the act of the contractor or members of this organization including his workmen or his sub-contractors or piece-work contractor or by defective work or materials but not due to causes completely beyond his control.

It is the responsibility of the contractor to ensure that his blasting operations will not cause hazardous ground movements such as land slide and rock fall, and will not induce any cracks, fractures dislocations in any engineering structures nearby. The contractor shall be liable for any damage resulting from his blasting operations and shall repair or reconstruct all damages caused by blasting operations to the satisfactions of the Engineer-in-charge at contractor's cost. The Engineer-in-charge may at any time direct the contractor to reduce the level of vibrations induced by his blasting operations and his directions shall be complied with. This assistance from the KCA will not in any way relieve the contractor of his responsibility of carrying out the blasting operations safely.

The contractor has to detail the techniques he intends to utilize to ensure safe blasting and thus prevent any damage to structures, rock, etc. While submitting his tender and he shall also establish the procedure suggested to ensure safe blasting. Blasting operations and storages of explosive shall conform to applicable rules and regulations.

067 Materials, workmanship etc.

The work shall be executed in a thoroughly substantial manner with materials workmanship of the best quality and strictly in accordance with the specification, and with the drawings or with such other drawings of written instructions as may from time to time be furnished to the contractor in accordance with the terms of this contract and shall be completed in every respect with all materials and workmanship implied and necessary accordance to the fair interpretation and meaning of the same and should there be any discrepancy between the drawings and specifications or any difference or dispute as to the dimensions to be worked to or the quality of the materials to be used or the mode of doing or periodical quantity of the work to be executed or with respect to any subject arising out of his contract the decision of the Engineer-in-charge shall be final and binding on the contractor.

068 Construction Programme:

The contractor shall draw up a construction program in such a manner as to complete the whole work in the time of completion specified elsewhere in the specifications. The construction program shall be in such form and in such detail as to properly show the sequence of operations and the period of time required for completion of the work under each item of the schedule, irrespective of the fact that contractor's program is accepted in general, the contractor will have to expedite or slow-down certain items of work as directed by the Engineer-in-charge when sufficient and reasonable notice is given to him. Revised construction program shall be submitted at intervals of 3 months for the approval of the Engineer in charge. In addition thereto, the contractor shall immediately advise the Engineer-in-charge of any proposed changes in his construction program such revision shall not however affect or supersede the period of completion stipulated.

069 Patents and or copy rights:

The contractor shall hold and save the KCA, its officers, agents servants and employees harmless from liability of any nature of kind, including costs and expenses for or on account of any copy-righted or un copy-righted composition, secret process patented or unpatented invention, article or appliance, manufactured or used in performance of this contract, including their use by the KCA unless otherwise specifically stipulated in this contract. Any patented invention the use of which by these specifications is required or permitted in the alternative to be used and which the Kerala Cricket Association, has the right to use, royalty free, shall be available to the contractor without the payment of royalty.

070 Suspension of works on account of climatic conditions:

The Engineer-in-charge may order the contractor to suspend any work that may be subject to damage by climatic weather conditions. The contractor shall have no claim or compensation for loss on this account. Any event of stoppage of work should immediately be brought to the notice of the Engineer-in-charge and the reason for such stoppage should be explained by the contractor.

No claims of extra works / expenditure necessitated due to stoppage due to the fault of the contractors will be entertained. The KCA shall also not be liable for any loss or damages or any other sum of money if any sustained by the contractor on account of supervision of works on account of climatic and weather conditions. On the other hand the loss/damage to the KCA caused by stoppage not justified according the Engineer-in-charge shall be realized from the contractor.

No claim of extra works / expenditure necessitated due to stoppage on account of strike or agitation by labourers of the contractor will be entertained.

071 Preservation of existing vegetation:

The contractor will preserve and protect all existing vegetation s, such as trees on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer-in charge. The contractor will be held responsible for all unauthorized cutting or damaging of trees including damage due to careless operation of equipment, stock piling of materials or tracking grass areas by equipment

care will be taken by the contractor in felling trees authorized for removal to avoid any unnecessary damage to vegetation and trees that are to remain in place and to structures under construction by workmen. All cutting and removal of trees shall be authorized by appropriate authorities.

072 Contractor's camp:

A. CAMP SITES

The contractor shall provide maintain and operate under competent direction camps and facilities convenient to the work sufficient for housing and accommodation of all his employees including labour (labour includes labourers of sub contractors and piece work contractors) at the sites as directed by the Engineer-in-charge. He shall also provide facilities for community latrines bathrooms, kitchens, dining halls and recreation facilities for labourers. The location, construction, operation and maintenance of such camps and facilities shall be subject to the approval of the Engineer-in-charge, the contractor will be permitted to use for construction camp purposes the land earmarked for the purpose. Such use of land shall not interfere with any part of the work or the work of other contractors or of the KCA in the vicinity. No camp construction of any kind other than that of the most temporary nature shall be undertaken until drawings and specifications have been necessary, the Maintenance of the streets, camp sites as in the opinion of the Engineer-in-charge may be required to provide for safe and satisfactory use by the public and shall construct suitable side walls to serve all parts of the camp site. The KCA will assume no responsibility for damage to or interference with the contractor's camp due to any operation under the contract or due to flooding or any other reason.

The contractor shall have an office near the works where notice of directions and instructions from the Engineer-in-charge may be served. The contractor shall have during all working hours on all working days clerk or same authorized person always present in this office who shall receive such notices on behalf of the contractor.

B. Water Supply and Fire Protection

Suitable source of water shall be located by the contractor and he shall provide water supply arrangement for supply of water required for the construction and domestic purposes and for fire protection at his cost wherever necessary.

The contractor shall provide at his cost, all pipe fittings, hydrants, pumps, tanks, purification apparatus and supplies and all other materials and apparatus required and shall construct, operate and maintain complete water supply system in the case of medium and large contracts. The design, construction and operation and maintenance of all water supply system shall be subject to the approval of the Engineer-in-charge. All mains in the streets shall be covered to a depth not less than 75cms to prevent injury by traffic. The contractor shall be prepared to furnish adequate water for fire protection either by storage tank capacity, pump capacity or both and an adequate supply of pure water for drinking and domestic purposes for each house in his camp sites and at the work site. Samples of the domestic water shall be taken at regular intervals at different points of the camp to ensure the suitability of water. If the domestic supply and fire protection supply are from different sources, there shall be no cross connection and only pure water shall be piped into houses for drinking and domestic purposes.

C. Sewerage and Sanitation:

The contractor's camp site shall be provided with complete sanitary systems and the contractor shall make arrangements for the protection of health and sanitation of his camp on a scale which should not be less than that contemplated in the contract labour (regulation and abolition) Act 1970. For the contractor's camp or camps, the contractor shall furnish and install necessary sanitary arrangements and all other materials required therefore and shall construct, operate and maintain complete sanitary system which shall serve every community building for the labourers within the camp site at his cost.

The design, construction, operation and maintenance of the sanitary systems shall be subject to the approval of the Engineer-in-charge. The disposal of sewage or the discharge of sewage into streams shall conform to the laws and regulation of the departments of public health of the State of Kerala. All garbage and refuse shall be collected regularly at such intervals as approved by the Engineer-in-charge and shall be disposed of by burial, incineration or other satisfactory means.

D. Camp Regulation:

The contractor shall be responsible for maintaining good order in his camp

and on the work and shall employ such officers, watchmen or persons as may be required, unauthorized persons may be excluded from the camp and from the work. If in the opinion of the Engineer-in-charge any employee or agent of the contractor misbehaves or obstructs the proper execution of the work or otherwise himself undesirable the Engineer-in-charge may ask the contractor to remove such employees or agent from his camp at once on the contractor shall promptly carry out such orders, if necessary, with the help of law enforcement officers.

E. Removal of Camps

After the completion of the work covered by these specifications and before final payment is made under the contract the contractors shall remove from any camp site located on lands owned to controlled by the KCA in the vicinity of the work all buildings and constructions above the ground surfaces except buildings not owned by the contractor shall neatly full with earth all cellars basements and other excavated areas, and shall leave the site in a clear and slightly condition, should the contractor refuse or fail to remove the buildings or other constructions as herein provided with in a period at 90 days after the time of completion specified in this contract of the work covered by these specifications, the building and other improvements shall become the property of the KCA and at the option of the KCA all or any part thereof may be removed as here in provided and in such event., the cost of such removal will be deducted from the final payment due to the contractor, However, with the written permission of the Engineer-in-charge buildings and other constructions may be abandoned and need not removed. Such buildings and other constructions shall then become the property of the KCA and the contractor shall have no claim what so ever over it.

073 Titles of clauses:

The titles of clauses do not form part of the same and shall not affect their legal construction.

074 Jurisdictions:

The contractor shall be governed by the laws of India and Kerala for the time being in force and be subjected to the jurisdiction of the courts in Thiruvananthapuram.

075 No additional compensation for operation not mentioned in the specifications:

While describing the mode of measurement and payment, the technical specifications have elaborated many operations required for completing the work. This description of carrying out each item of work does not in any way prevent the contractor from performing, all other operations not described, but required for completing the work as per specifications and the contractor is entitled to no additional compensation.

076 No claim for delayed payment due to dispute etc.:

No claim for interest or damages will be entertained by the KCA with respect to any money or balance which may be laying with the KCA owing to any dispute, difference or misunderstandings between the Engineer on the one hand and the contractor on the other hand or with respect to any delay on the part of the Engineer-in-charge in making periodical or final payment or in any respect what so ever, and the KCA shall not be liable for any interest or damages or loss to the contractor.

077 Misuse of materials:

All materials arranged for bonafide use on works including auxiliary works should not be misused in any manner. If any misuse or waste through negligence by the contractor comes to light, the contractor is liable to pay penalty as may be fixed by the Engineer – in – charge.

078 Interference with other works & safety of the Public:

All access to work sites and other areas other than those specifically agreed to be constructed by the KCA herein these specifications if any, shall be provided by the contractor at his own expense. The KCA assumes no responsibility for the condition of roads and structures there on that may be used by the contractor in performing the work under these specifications or in travelling to and from the site of the work. No payment will be made to the contractor by the KCA for any work done in constructing, improving repairing or maintaining any road or structure there on for use in the performance to the work under these specifications. All roads subject to interference by work shall be kept open or suitable detours shall be provided by the contractor. During the period of time covered by this contract, the KCA and others may be engaged in other construction work in the vicinity of the work under these specification. The contractor shall

arrange and prosecute the work under these specification so as not interfere with other work or with existing improvements. The contractor shall provide, erect and maintain all necessary barricades suitable and sufficient red lights danger signals and signs and shall take all necessary precautions for the protection of the work and safety to the public. Roads closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning and detour signs. All barricades and obstructions shall be illuminated at night and all lights shall be kept it from sunset to sunrise.

079 Disputes

In case of disputes between the contractor and the KCA, and in the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, to be appointed by KCA. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

080 KCA's right to split up the work:

The KCA reserves the right to split the work and award a portion of the work to any contractor instead of awarding the centre work to one contractor. Contractor shall carry out at the agreed rates such portions of the work as may finally be allotted to them by the officer deciding tenders.

081 Appointment of Nominee:

If the contractor is an individual of 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 all sums payable under this contract will be paid to the nominees of the individual contractor/ proprietor/ if there is one or two his/her legal representative and in the case of partnership to the surviving partners and the contractor should fill up the Form of Nomination at the time of executing the agreement and should sign in the presence of two witnesses.

082 Attestation of corrections:

The tenderer is requested to note the entries in ink / corrections effected in the tender documents which are to be duly attested with full signature of the tenderer before submitting the tenders.

083 Payment of solicitor's fee:

Solicitors fee if any to be paid to the law officers of government / board for scrutinizing or drawing up agreements will be paid and recovered from the successful tenderer.

084 Cement:

The cement used for the work by the contractor shall conform to Grade 53/43 of IS: 8112.

085 Steel

The steel used for construction shall conform to Fe 500/550 grade of IS: 800.

086 Power

Power for execution of work will be supplied to the contractor if deemed necessary at tariff rates in force , metered on the L.T. side near work site. Power will be supplied at 440 volts, 3 phase, 50 cycles. The KCA will not be responsible for any failure or interruption of electric supply and no compensation shall be claimed. Power will be supplied only at one point near the work site. Any extension of power line required will be at the contractor s cost. In the case of works using construction plant requiring large consumption of energy power may even be supplied at 11 K.V. and metered at 11 K.V. In such case all step down and distribution arrangements will have to be done by contractor at his cost.

In case due to unforeseen reasons department is not able to discharge its obligations in respect of power supply, then the contractor is eligible for extension of time only and not for any compensations. Electricity duty payable shall be paid by contractor at prevalent rates.

The contractor's electrical installation shall be in accordance with the requirements of the Electrical inspectorate of the Government of Kerala and Kerala State Electricity Board Ltd.

087 Tools and Plant:

The KCA proposes to make available to the contractor only such of those tools and plant if any, listed in schedule attached, subject availability. In case the KCA is not able to spare any or all the items specified in the list of T & P to be spared, the contractor shall make arrangements to do the work using his own T & P without any additional cost to the KCA. The items of T & P proposed to be spared in the list are given in the best faith and it may happen that these equipment may not be available for the particular works due to various reasons like non availability to spare, due to continue use in other works than anticipated, break down of machinery etc. Hire charges for these tools and plant will be recovered from the contractor at the rate specified in the schedule for period of tools & plant or equipment in the custody of the contractor including non working periods. The hire charges noted in schedule are exclusive of operating costs which must be met by the contractor. It is not necessary that all the tools and plant should be taken over by the contractor at the same time. He may obtain equipments as and when required by him, but once an equipment is taken over, it should ordinarily and as far as possible be returned only when its use is no longer required. Additional tools and plant not listed in schedule if required for the work and if available to spare with the department, to be hired out as per departmental rules in force.

All tools and plant hired to the contractor have to be taken from the KCA's stores and returned to the stores after use. The KCA however may ask the contractor to leave any particular plant at the site, in which case the plant so kept will be deemed to have been returned to the stores. At the time tools and plant are returned, they should be in good working condition, fair wear and tear being exempted.

In case any of the equipment is damaged more than by fair wear and tear, or lost the assessed cost of repairing or replacing the same as the

case may be, will be recovered from the contractor in addition to hire charges. In such a case, the hire charges will cease from the date, the plant in the damaged condition was returned or was reported lost as the case may be. The contractor shall satisfy the correctness of the above dates.

During the period the tools and plant are in the custody of the contractor he should attend to all the repairs and maintenance need to keep them in good working order. The Engineer-in-charge will be at liberty to ask the contractor to use particular grades of oil; grease etc. for the proper maintenance of the equipment and the contractor should follow such directions scrupulously. The contractor should get prior approval of the Engineer-in-charge in regard to the personnel who will be handling the tools and plant loaned by the KCA and should not allow the same being operated by persons not so authorized. He should also follow the directions of the Engineer-in-charge or his authorized assistant in regard to the manner in which the tools and plant should be maintained and used. Failure to follow such directions will be deemed to be an infringement of the contract and dealt with accordingly.

The KCA will assist in getting the tools and plant repaired in the workshops. The cost of all spares and other materials used and the labour employed for this work will be debited to the contractor but no centage or supervision will be charged for.

In the case where a plant is required by the contractor for only fractions of a month where the total period is less than a month or is in excess of one or more complete months hire charges will be recovered for such fraction at 1/20 of the monthly rate per item subject to the maximum of the monthly rate. The hire charges shown are for use of machinery at the rate of one shift a day. In case the machinery is used for more than one shift a day proportionate extra hire charges will be worked out for additional shifts used on the assumption that the monthly hire charges specified are for 25 shifts. Even if the machinery works only for a short time in the additional shift, the machinery will be considered to have worked the full shift. The contractor shall jointly keep a log for each machinery used by him.

If the KCA is not liable to make available any tools and plant mentioned herein to the contractor the KCA shall not be liable for any loss or damages to the contractor.

All the Tools and plant entrusted with the contractor in pursuance of the contract will be treated as an entrustment by the KCA and continued to be

treated as KCA's property until actually returned from the work or duly accounted for.

088 Explosives:

Normally the contractor will be required to procure explosives for the work, himself and he will have to make his own arrangements for the storage and handling of explosives. If the explosives are given by the KCA the issue rates will be given separately in these specifications. Otherwise the contractor will have to procure the explosive himself.

The requirement of explosives should be controlled and as far as possible only the actual quantity required for a week should be stored from the Source. The contractor shall solely and personally be held responsible for the safe custody, storage and proper use of the explosives issued to him. Any infringement of explosive rules or unauthorized use of explosives shall be dealt with as per rules under provision of law.

No explosive shall be stores within half a mile of the limits of camp sites. The storage of explosives and fuels such as gasoline, butane, propane and other liquified petroleum gases shall conform to the applicable act, rules and regulations of the Kerala State Government and the Government of India. Tanks above ground having a capacity in excess of 2000 liters to store fuels shall not be located within the camp area nor within 100 m of any building.

089 Other Materials:

Details regarding other materials which may be issued by KCA subject to availability in KCA's stores for the construction is given in the general specification. It may be understood that no department obligation is created by the above proposal to issue any material. If departmental materials are not available, the contractor has to purchase his own materials and the program of work shall not be affected in any way by non-availability of departmental materials.

090 Materials supplied by the KCA - General:

All materials supplied to the contractor shall remain the absolute property of the KCA, and shall not on any account, be removed from the work and shall at all times be open to inspection by the Engineer-in-charge. The contractor shall be responsible for the proper use and the costs of

protection of materials so made over to him by the KCA for use on the work and bear any loss from deterioration or from faulty workmanship or available excessive use of materials etc, or from any other causes of the materials so supplied the values of the quantities of materials certified by the Engineer-in charge as having been actually used on and for the specified and sanctioned requirements of the work including permissible percentage of wastage shall be deducted at the agreed rates of recovery, or in the absence of such stipulation at rates to be arrived by the Engineer-in-charge based on departmental rules from bill submitted by or payable to contractor. Unused balance if any, at the time of completion or determination of contract shall, if sound, to be returned to the store, otherwise the cost of materials either allowed to deteriorate or unaccounted amounting as it does to an excess supply over sanctioned requirements shall be recovered at the applicable stipulated rates + % GST and in additional specific penalty rates as may be fixed by the Engineer-in-charge shall also be recovered and the contractors shall not be permitted to return deteriorated materials into the store or claim any compensation for loss by wastage in such materials beyond what may be allowed in the estimate, it being assumed that all risk is provided for in the tenders.

In case when materials have to be measured and paid for, the contractor shall be responsible for such materials until they are formally taken over by KCA or use in the works.

The various facilities or the Departmental supply of materials as proposed to be made available by the KCA as stipulated in the tender conditions are strictly subject to the condition that the contractor will have no claim for any compensation on any account due to the delay of failure on the part of the KCA in rendering these facilities or supplying the materials or tools and plant.

The issue of materials by the KCA for various items of works shall be as directed and controlled by the Engineer-in-charge whose decision shall be final.

It shall also be clearly understood that the KCA will not be liable for any damage or compensation for hold ups caused by interventions of court or any extraneous forces beyond the control of the board.

091 Materials to be furnished by the contractor:

1. With the exception of materials to be supplied, by the board as specifically provided herein the contractor shall furnish in construction shall furnish all materials required for carrying out the works.
2. Except where otherwise specified, all materials that will become part of the competed works shall be new and shall conform to these specifications. Where the requirements for any materials are not stated in these specifications, the material shall conform with the appropriate and most recent Indian Standard specifications, or such other specifications as the agreement authority may approve.
3. When furnishing of any materials, is mentioned in the schedule of item, in quoting the rate the cost of furnishing, hauling, storing and handling of such materials shall also be included in the price tendered for.
4. While quoting for work in schedule of item, wherein separate mention has not been made about furnishing etc. the rate shall include the cost of all materials including the cost of hauling storing, handling etc. but excluded the cost of items agreed to be supplied free by the KCA.
5. The contractor shall make diligent effort to procure the specified materials, but where because of priorities or other causes, materials required but these specification are not available, substitute materials may be used, but no substitute materials shall be used without prior written approval of the agreement authority and the written approval will state the amount of price adjustment, if any, to be made. The decision of the agreement authority as to whether substitution shall be permitted and as to what substitute material may be used shall be final and conclusive. Where the amount involved or the importance of the substitution warrants an order for variation, the same will be issued, otherwise payments to the contractor will be adjusted on the basis of prices stated in the written approval.
6. Materials and equipment furnished by the contractor which will become part of the completed works shall be subject to inspection, examination and test. To allow sufficient time to provide for inspection, examination and testing, the contractor shall submit to the agreement authority at the time of issue, copies in duplicate of all orders, including drawing and other pertinent information covering the materials and equipment to be inspected, examined and tested or shall submit other evidence in the event of such orders and equipment or the waiving of inspection examination and testing thereof shall in no way relieve the contractor from the responsibility

for furnishing material and equipments meeting the requirements of these specifications.

7. All the materials entrusted with the contractor in pursuance of the contract will be treated as on entrustment by the KCA and continued

to be treated as KCA property until actually returned from the work or duly accounted for.

092 Weights of Materials:

The weights of materials, the furnishing, installing, handling or placing of which is to be paid for on the basis of weight, will be determined by the agreement authority. The weights given in schedule of items are advance estimates for the purpose of comparing bids only, and the actual weights may vary. The KCA will not provide scales for actually weighing all of the material and the weight of each part of item involved will be determined in the most practicable manner by use of the railroad shipping weight, manufacturer s weight catalogue weights and computed weights exclusive of weight of plant. Net weights only will be paid for and the weights of all tax, packing and blocking will be deducted.

If the materials are shipped by rail, the car weights will be accepted, provided that the actual weights of the materials only will be paid for and not minimum car weights used for assessing freights tariff. Weights of mortar or ground shines, wedges, lead and other caulking materials, gaskets, welds and welding rods, paint, coating materials and joint materials other than bolts, nuts and washers and similar materials are required or be placed or applied at the site of construction will not be included in the weights for which payments is made.

093 Reference Specifications:

The reference to specifications for the various materials to be furnished by the contractor shall include, in addition to the basic specifications referred all applicable amendments to the specifications and all emergency alternate specifications which have been promulgated and are in effect on the date of submission of tender. Where more than one reference specifications is referred to for a materials the material may be furnished in accordance with any one of the reference specifications at the contractor s option.

094 Approval and their storage:

a) All materials or articles shall be approved by the agreement authority, samples shall be submitted for approval when so directed and materials or articles, used without such approval shall meet the risk of subsequent rejection. Such approval shall not absolve the contractor from his responsibility to use materials and articles as per specifications.

b) The contractor shall at his own expense, provide and furnish sheds and yards in such situations and in such numbers as in the opinion of the agreement authority and requisite for carrying on the work under this contract for the storage of material arranged by him or handed over to him by KCA. The contractor shall keep at each of such sheds and yards a sufficient quantity of materials in stock so as not to delay the carrying out of the works with due expedition.

095 Protection of work:

The contractor shall maintain all works during progress thereof and shall take all necessary measures to preserve them and to keep them in good condition.

096 Contractor's risk:

a) The contractor shall take upon himself the whole risk of executing the works and all materials obtained for the purpose of contract and all work executed shall be at his risk until a certificate of completion of the works has been issued by the KCA.

b) The contractor shall at his own cost, make good to the satisfaction of the KCA all damage, loss or injury that may happen to any portion of the works, from whatever cause arising and shall deliver up the works complete and undamaged.

097 No claim for delay in or failure of assistance:

No claim for damages will be entertained by the KCA with respect to delay in or failure to provide and assistance referred to in these specifications.

098 Interventions by Extraneous Forces / Agencies:

It shall be understood that the KCA will not be liable for any damage or compensation for holdups or delay in discharge of departmental obligations caused by intervention of court or extraneous forces beyond the control of the KCA.

099 Royalty or other taxes, excise duty etc. and seigniorage charges on stone, sand etc.

Royalty, other taxes, excise duty and seigniorage charges on stone, sand etc obtained from quarries if payable by the contractor will not be reimbursed to him by the kca.

100 Octroi, toll tax, ferry tax, excise duty or similar taxes levied by Government or other local bodies:

The contractors are required to pay Octroi, Toll tax, Ferry Tax, Excise duty and other similar taxes, if any levied by government or local bodies on transport materials or for any other reason. These charges will not be reimbursed by the KCA.

101 Employees of contractor other than labour :

The rates quoted by the contractor shall be inclusive of all costs that he is likely to incur towards payment or wages, and other benefits to his employees other than labour. No price variation will be allowed consequent on change in the wage structure and other benefits of his employees. It is the contractors duty to see that these employees are paid reasonable remuneration and other benefits and that they maintain discipline for the smooth execution of work.

102 Use of materials arranged by KCA:

All materials arranged by KCA bonafide use on works including auxiliary works should not be misused in any manner. If any misuse or waste through negligence by the contractor comes to light the contractor is liable to pay compensation as may be fixed by the agreement authority

103 Contractor's liability not restricted by schedule or specifications:

The entire work described briefly in these specifications is proposed to be paid under various items listed in the schedule of items. The contractor shall carry out all works required for each item in schedule of items as per latest standards whether these works are detailed in these specifications or not. He shall furnish all labour, all materials, all plant and equipments and

meet the cost of all expendable items and other charges including incidental and overheads for completing the works given the schedule of items shall also meet the cost of designs and drawings which he has to make in carrying out the work.

It has been mentioned in these specifications that the rate quoted by the contractor shall include the cost of work mentioned therein or that the particular work shall be carried out at contractor s cost. That does not mean that where it is not so specified the work shall be done at department s cost. The departments obligation is restrict to those specifically agreed to here in these specifications and all other costs are of contractors; unless the work ordered to be carried out is determined to be only an additional item in the extra item by the agreement authority.

104 Accommodation:

The KCA will point necessary site, free of hire to the contractor to put up sheds for accommodation of his labour staff, stores, work sheds office etc. The sheds required should be put up by contractor and removed on completion of the job and the site handed over back in a neat and tidy manner. No payment will be made for clearing leveling and yard drainage etc. done at the site. The contractor is bound to maintain the sheds and premises in a hygienic manner and should arrange for such sanitary measures as are required by the department. The cost of providing accommodation and maintaining and dismantling the same will not be paid for but presumed as included in the rate of the works.

105 Medical facilities:

The services of the field dispensary if available can be used by the contractor for the use of his labourers and staff, on payment of the actual cost of the medicines.

106 Returns to be furnished by the contractor

The contractor shall furnish within five days after the close of each calendar month on sample forms to be supplied by the Engineer-in-charge, the number of persons on his pay rolls with wage rates and payment details and the log books for working of all machinery and any other information

of similar nature which may be required by the Engineer-in-charge. These returns shall be countersigned by the authorized representative of KCA. In case these returns are not submitted in time, future claims which has any reliance on these returns will be disallowed.

107 Possession prior to completion

The agreement authority has the right to take possession of or use any completed part of the work. Such possession or use shall not be deemed as an acceptance of any work not completed in accordance with the contract.

108 Costing

To arrive at the cost of production of main items, to serve as a guide for price fixing for future projects, to provide actual figures of cost or comparison with the estimates and to reveal cost arising from various equipment, methods etc, the contractor may be required to furnish data on printed forms to be supplied by the department to facilitate cost accounting, which he should furnish without any additional cost. The departmental cost accounting, which he should furnish without any additional cost. The departmental cost Engineer or his nominee will have access to the books of the contractor in order to ensure that the cost accounts and financial accounts are interlocked at suitable points in order to ensure that all expenditure concerning the items he will also have access to all work records.

109 Time limits for claims:

Any claim raised by the contractor should have been raised before the agreement authority and not before any subordinate authority, within 90 days from the earliest date he could have raised the claim. He is precluded from raising any such claim after the expiry of the above period.

110 Completion Certificate:

On completion of the work, the contractor shall be furnished with a certificate to the effect by the agreement authority, but no work shall be considered as complete until the contractor has removed all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, window, walls, floors or other parts of the structure not until the

works shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive, after the delivery of a notice in writing to the contractor or his agent 48 hours before the time appointed by the Engineer-in charge for measuring the work.

If the contractor shall fail to clear the work as herein provided before completion and delivery, he shall forfeit all claims to the surplus materials and the work shall be cleared at the expense of the contractor.

111 Status of printed general conditions:

Wherever the general conditions of contract as per this printed general conditions are at variance with the conditions inviting tender, specifications, general and technical the later will be deemed to prevail.

112 Pre-qualification Bids:

For works costing over Rs. 1 crore and supply contracts costing about Rs. 75 lakhs, pre-qualification bids will be insisted. For works costing Rs.1 crore or less pre-qualification bids are not necessary. In either case the general conditions of contract and instruction to tenders will govern with the modification that tenders to be submitted along with pre-qualification bids will further be governed by the modification that tenders to be submitted along with pre-qualification bids will further be governed by the special conditions of contract notified separately.

Price bids of a tenderer will not be opened unless the tenderer accepts the tender conditions or unless he offers only conditions whose financial commitment could be early evaluated. Tenderers must withdraw the conditions which cannot be evaluated definitely or which are ambiguous, before price bids are opened, failing which KCA will be free to reject such tenders.

113 Decision Revoked by KCA

The agreement authority is the authority in the KCA who is competent to enter into agreement with contractors. The agreement authority for the

KCA is represented by Secretary, Kerala Cricket Association, K.C A Complex, T.C-24/131(1), Sasthamkovil Road, Thycad, Thiruvananthapuram.

The Site Engineer in charge/ Project Engineer at site is delegated with certain powers regarding execution, measurement and payment of works. The commitments made by these officers at site and the Secretary, KCA are based on interpretation of agreement made by them. It may sometimes happen that the KCA / Secretary does not agree with the view of its / his subordinate officers and may have an entirely different view as far as interpretation of a clause in the agreement in such cases KCA / Secretary shall have the full right to revoke the decisions made by its / his subordinate officers and direct adjustments in payment based on the final decision of KCA / Secretary such decisions of the KCA / Secretary shall be communicated to the contractor under the title “Decision revoked by the KCA / Secretary” and shall be binding on the contractor.

114 Recovery towards Construction Workers Welfare Fund

One percent of the bill amount (less cost departmental materials will be deducted from the contractor’s bill and deposited in the construction workers welfare fund as per the statutory order of the Kerala State Government.

So the contractors are requested to give consideration of the recovery towards the welfare fund also while quoting the work.

115 Earth

The earth used for leveling site, back filling etc. shall be made available at contractor’s risk and cost. All permits and licenses required for transportation of earth to site shall be obtained by the contractor at his cost, royalty if any shall be remitted by the contractor. The KCA shall not entertain any claim in this regard. The earth supplied shall be of good quality, free from organic materials and other vegetations, boulders and clayey soil.

SAFETY ENGINEERING & SAFETY CODE

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SAFETY ENGINEERING & SAFETY CODE

01 General:

Accident prevention shall be an essential part of the program of the contractor for the work in order to reduce the cost of construction measured in terms of

- (a) Human life sacrificed;
- (b) Temporary & Permanent injuries to workers;
- (c) Loss of materials resulting from accidents;
- (d) Loss of damage to equipment;
- (e) The cost of workmen's compensation insurance
- (f) Loss of time due to accidents;

The safety program should be developed to cope with the particular hazards for each operation (blasting, tunneling, drilling excavation, transport, handling concrete etc)

02 General safety Programme :

The following programme when vigorously promoted by the management may be effective in reducing the accident rate on construction.

- (a) Secure full support of top management
- (b) Designate someone in the organization to direct the safety programme he should be responsible for all safety training and should have authority to inspect all operations to assure that adequate safety practices are adopted.
- (c) Public Safety Programme
- (d) Develop a safety programme for each job
- (e) Indoctrinate new employees. Educate the employee regarding the hazards of his work and explain to him how he can reduce the accidents to

himself and to other workers.

- (f) Make safety practices effective
- (g) Promote good house keeping
- (h) Maintain adequate first aid facilities
- (i) Seek assistance from insurance carrier, if available

03 Scaffolding and Ladders:

Suitable scaffolds should be provided for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra man shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot holds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{3}{4}$ to (3/4 horizontal and 1 vertical)

04 Scaffolding or Staging Guards:

Scaffolding or staging more than 3.5 metres above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 90 cms high above the floor or platform or such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building of structure.

05 Platform Gangways and Stairways:

Working platform, gangways stairways should be so constructed that they should not sag unduly or unequally, and if the platform or gangway or the stairway is more than 3.5 metres above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced as described above.

06 Protection for opening in Floor:

Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum, height shall be 90 cms in some cases it may be necessary to temporarily cover the opening.

07 Safe Access to working places:

Safe and easy means of access shall be provided to allow working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 meters in length. For long ladders this width should be increased at least 6mm for each addition 30 cms of length. Uniforms step spacing shall not exceed 30 cms.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident and shall be bound to bear expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

08 Excavation and Trenching

All trenches one metre or more in depth, shall at all times be supplied with atleast one ladder for such 30 metres in length or fraction thereof. Ladder shall be extended from bottom of the length to at least 90 cms above the surface of the ground. The sides of the trenches which are 1.5 metres more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of the sides collapsing. The excavated materials shall not be placed within 1.5 metres to the edge of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances under mining or under cutting shall be done.

09 Blasting Rock

The contractor shall observe all existing regulations in the country regarding storage, handling and using of explosives and detonators.

Care shall be taken to see that no damage is caused to the life and property of others working nearby and if any caused it shall be compensated by the contractor.

10 Demolition

Before any demolition work is commenced and also during the process of the work.

- (a) All roads and open area adjacent to the work site shall either be closed or suitably protected.
- (b) No electric cable or apparatus is liable to be source of danger over a cable or apparatus used by the operator shall remain electrically charged.
- (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire of explosion or flooding. No floor roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

11 Safety Equipment:

All necessary personal safety equipments as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- (a) Workers employed on mixing asphaltic materials cement and lime mortars shall be provided with protective foot wear and protective goggles.
- (b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- (c) Those engaged in welding works shall be provided with welder's protective eye shields.
- (d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

(e) When workers are employed in sewers and manholes. Which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get in to man holders and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

(f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting following precautions should be taken.

(i) No paint containing lead or lead products shall be used except in the form of paste or ready paint.

(ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

(iii) Overalls shall be supplied by the contractors to workmen and adequate facilities shall be provided to enable working painters to wash during cessation of work.

12 Drowning rescue and first aid:

When the work is done near any place where there is risk of drowning all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

13 Hoisting machines and tackle like cranes, cable ways etc:

Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standard or conditions.

(i) (a) These shall be of good mechanical construction, sound

materials adequate strength and free from patent defect and shall be kept in good repair and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and of adequate strength and free from patent defects.

(ii) Every crane or cable way operator or of hoisting appliance operators shall be properly qualified and no person under an age of 21 years should be in charge of any hoisting machine including any scaffold which or give signals to the operator.

(iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as a means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load of the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

(iv) In case of departmental machines, the safe working load shall be notified by the Engineer-in-charge. As regards contractor s machines the contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to sire of work and get it verified by the Engineer concerned.

(v) Every precaution shall be taken to see that the cable way skips are visible during night.

(vi) The cable way skips shall be firmly attached to the hooks.

(vii) The traveling and hoisting ropes of cable way shall be good quality and shall no break during operation of cable way

(viii) The limit switches showing the limits of travel of cable ways shall function properly at all times and shall be easily visible from the operator s seat.

(ix) The rope guides shall be so spaced to prevent any accident due to slippage of carriage from the ropes.

(x) Suitable signal men and telephone operators shall be posted on duty whenever cable ways or other hoists are operated.

(xi) The cable ways and ropes shall be inspected frequently to ensure safety of the people and materials on work site and nearby.

14 Motors, Gearing etc:

Motors, gearing, transmission electric wiring and other dangerous parts of hoisting appliance should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally disloaded. When workers employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

15 Maintenance:

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold ladder, or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

16 Display of safety Provisions:

The safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. The persons responsible for compliance of the safety code shall be name therein by the contractor.

17 Inspection by officers:

To ensure effective enforcement of the rules and regulation to safety precautions, the arrangements made by the contractor shall be open to inspection by the labour officer, Engineer-in-charge of the department or their representatives.

18 Safety Acts and Rules:

Notwithstanding the above clauses, there is nothing in these to exempt the contractor, to exclude the operations of any other Act or rule in force in the Republic of India.

19 Additional Compensations:

No additional compensation will be paid to the contractor for any work carried out for safety Engineering code. The rates quoted by the contractor shall include these incidental costs.

SECRETARY
KERALA CRICKET ASSOCIATION

SAFEGUARDS FOR ENVIRONMENTAL PROTECTION

<u>Paragraph No</u>	<u>Title</u>
01	Labourers
02	Contractor s Colony
03	Gun Licenses
04	Work area
05	Inspection by Officers
06	Acts and Rules

SAFEGUARDS FOR ENVIRONMENTAL PROTECTION

01 Laboures:

The total number of labourers and other personnel whom the contractor purposes to accommodate at the work site and details of their dependants staying with then should be given to the Engineer-in-charges on award of contract. Each of them when brought to site should given proper identify cards by the contractor charges in the number of personnel shall be brought to the notice of the Engineer-in-charge then and there. The contractor must ensure that his personnel do not enter any forest area other than such places where they are expected to camp and work as per the terms of the contract.

02 Contractor's Colony:

His housing sites and his camp area should bench terraced. The camp area should be suitably fenced by the contractor. The water supply arrangements, including the source of supply and its conveying arrangements to the colony shall be arranged without causing any kind of damages or destruction to the flora and fauna in the area. The contractor should get the approval of the Engineer-in-charge for his preliminary and enabling works including housing etc. before any work is started, on this. Drainage and sanitary arrangements for the contractor s camp shall be subject to the approval of the Engineer –in-charge.

No cattle, goat or sheep will be permitted in the contractor s camp and labour colony. The contractor shall provide strong fire protecting measures for his camp and work areas, to the satisfaction of the Engineer-in-charge. No tree cutting, whether big or small should be allowed. Fire wood, if required, shall be collected only with the permission of the forest department and from the areas pointed out by them.

03 Gun Licenses:

Guns shall be totally prohibited in the project areas.

04 Work Areas:

All quarrying and earth removal should be restricted to the grassy blanks or the submersible are as far as possible. All soil conservation measures in the work are or in his camp as considered adequate by the Engineer-in-charge should be taken. No forest land should be used for agriculture or cultivation of any kind.

05 Inspection by Officers:

To ensure effective enforcement of the rule and regulations relating to environmental safeguards, the arrangements made by the contractor shall be open to inspection by the Engineer-in-charge or any other officer entrusted by competent authority in this regard. The cost, if any, for enforcing the environmental safeguards must be borne by the contractor and will not be reimbursed.

06 Acts and Rules:

Notwithstanding the above clauses G1-05 to G1-01 there is nothing in those to exempt the contractor, to exclude the operations of any Act or Rules made from time to time in the Republic of India.