CONDITIONS GOVERNING EXECUTION OF WORK AND CONTRACTOR'S RESPONSIBILITIES

I. Scope & Performance

1. **Contract Documents:** The Contractor shall be furnished, free of charge, two certified true copies of the Contract Documents except Standard Specifications and the Schedule of Rates. All further drawings which may be issued during the progress of the works shall also be provided free of cost. He shall keep one copy of the documents in the site, in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-in-charge, his representatives/ other inspecting Officers. None of these Documents shall be used by the Contractor for any purpose other than that of this Contract. The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have KCA noticed that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them, and shall continue to apply even after the execution of such works under the Contract.

2. **Works to be Carried out:** The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, conveyance, taxes levies etc., which may be required in preparation of and for and in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste on materials, carriage and cartage, disposal of surplus materials, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

3. **Sufficiency of Tender** :The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

4. **Deviations/Variations extent & Pricing**: The KERALA CRICKET ASSOCIATION shall have power:

   - to make alteration in omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and
   - to omit a part of the Works, in case of non-availability of a portion of the site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing, signed by the KCA, and such alterations, omissions, additions or substitution shall form part of the Contract, as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out

by the Contractor on the same conditions in all respects including price on which he agreed to do the main work.

5. **Insurance Policy:** The Contractor shall provide insurance, in the joint names of the KCA and the Contractor, for the following events which are due to the Contractor's risks:
   a. loss of or damage to the Works, Plants and Materials;
   b. loss of or damage to Equipment;
   c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract;
   d. Workman compensation policy to cover personal injury or death.

6. If the Contractor does not provide any of the policies and certificates required, the contractor alone will be responsible for any losses including those on workers. KCA will not be held responsible for any losses on account the work.

7. **Contractor's Supervision:** The Contractor shall either himself supervise the execution of the Works or shall appoint a competent person. If the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the Works, the Contractor shall at his own expense, employ as his accredited agent an engineer. Orders given to the Contractor's agent shall be considered to have the same force if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable agent, the Engineer-in-Charge shall have full powers to suspend the execution of the Works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.

8. **Inspection and Approval:**

   i. All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorized representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

   ii. No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall afford full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorised representative whenever any such work or foundation is ready for examination and the Engineer-in-Charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice, he shall if required by the Engineer-in-Charge, uncover such work at the Contractor's expense.

iii. KCA's Officers concerned with the Contract shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be required for such inspection and examination.

9. **Completion Certificate:** When the work is completed, the Contractor must inform the Engineer-in-Charge. Within 30 days, the Engineer will inspect and issue a Completion Certificate. The work will not be considered complete until the Contractor:
   - removes scaffolding, surplus materials, huts, and waste
   - cleans the entire site (floors, drains, etc.)
   - fixes doors, locks, and fittings
   - hands over keys properly
   - makes the site ready for use

   The defect liability period starts from the certified completion date of that part.

10. **Contractor's Liability:** From commencement to completion of the Works, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage.

11. **Extension of Time of Completion:** On happening of any events causing delay as stated hereinafter, the Contractor shall intimate immediately in writing to the Engineer-in-charge:
    a. due to any reasons defined as Force Majeure.
    b. non-availability of stores which are the responsibility of the KCA to supply
    c. non-availability or breakdown of tools and plant to be made available by the KCA
    d. delay on the part of the Contractors or tradesmen engaged by the KCA not forming part of the Contract, holding up further progress of the work
    e. non-availability of design or detailed drawings or specifications time, which are to be made available by the KCA during progress of the work
    f. any other causes which, at the sole discretion of the KCA is beyond the control of the Contractor.

12. **Contractor Store, Site offices and other Facilities:** It is agreed that Contractor has inspected the site and has made his own assessment towards the availability of space at site for his stores, yards, offices, placement of batching plant, steel & shuttering yards, cranes, material hoists and other facilities. A mutually determined area within the constraints of the Site will be allowed to the Contractor free of cost for the purpose of storing his tools, plant, materials, Site office, cement godown, canteen, plant & machinery etc. Water tank for the purpose of construction, Site offices, toilets, workshops and storage sheds etc. shall be built by the Contractor at the Contractor's cost. Water tank/s constructed for the purpose of construction should be of such dimensions as to provide storage for at least two days consumption. Site offices shall be of such dimensions to accommodate the Contractor's own office. A separate sanitary facility shall be provided and maintained for, Engineers and workers. The same shall be cleared or removed after construction period. The Contractor shall remove all the temporary construction constructed by him at the Site for the purpose of completing the Work after the Work is completed. Costs of all such facilities including construction & removal shall be borne by the Contractor.

13. **Defect Liability Period**: The Defect Liability Period shall be 12 months. Maintenance by contractor during defects liability period: All defective items of work and defects noticed and brought to the attention of the Contractor by the Engineer in writing during the Defects Liability Period shall be promptly and expeditiously attended to and replaced and/or rectified and made good by the Contractor at his own cost, to the complete satisfaction of the Engineer-in-Charge.

14. **Labour Regulations :** The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act-1923, Employees State Insurance Act-1948, Employees Provident Fund Act-1952, Industrial Disputes Act 1947, the Maternity Benefit Act-1961, the Contract Labour (Regulation and Abolition) Act-1970 and the Factories Act-1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The Contractor shall assume liability and shall indemnify the Employer and Engineer-in-Charge from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. Insurance cover towards the above shall be affected by the Contractor as called for in respective clause. In general, in respect of all labour directly or indirectly employed in the Work for the performance of Contractor's part of the Contract, the Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The Contractor shall at his own cost obtain a valid licence for himself and the Employer under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable rules before the commencement of the Work and continue to have a valid licence until the completion of the Work.

15. **Safety/Site Conditions:**

i. The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and ensure that the methods of carrying out the Work and the Work by the Contractor including his workmen, employees, Sub-Contractors and Vendors meet all the necessary safety standards and requirements. In order to fulfil this obligation, the Contractor shall appoint a permanent, full time and suitably qualified safety officer for the Site, who shall be responsible for incorporation, implementation and enforcement of all safety measures and requirements for maintaining safe working conditions, safety of manpower and equipment, general safety and security of Site as per the various safety codes and stipulations mentioned in contract documents. The Contractor shall provide Id-Cards (Identity Cards) to each of his worker with designated number & colour only of the card as directed by the Engineer-in-Charge.

ii. The Contractor has full responsibility for maintaining the Site in good and clean condition and removing all trash and debris on a daily basis to the satisfaction of the Engineer the Contractor is responsible for providing adequate sanitary facilities and maintaining them in a clean and healthy condition. If the Contractor fails to comply with the above the Engineer-in-Charge will have the authority to get the same cleaned by an external agency

and debit the expenses incurred on the same to the Contractor's account; but without being under any legal obligation to do so.

iii. If, by reason of any accident, or failure or other event occurring to, in, or in connection with the Work, or any part thereof, either during the execution of the Work, or during the Defects Liability Period, any remedial or other work is, in the opinion of the Engineer-in-Charge urgently necessary for the implementation of the safety programme of the Work by the Contractor and the Contractor is unable or unwilling at once to do such work, the Engineer-in-Charge shall be entitled to employ and pay other persons to carry out such work as the Engineer-in-Charge may consider necessary. If the work or repair so done by the Engineer-in-Charge is work which, in the opinion of the Engineer-in-Charge, the Contractor is liable to do at its own cost, then all costs consequent thereon or incidental thereto shall be recoverable from the Contractor and may be deducted by the Engineer-in-Charge from any of the Performance Security Deposit and any moneys due or to become due to the Contractor and the Engineer-in Charge shall notify the Contractor accordingly, provided that the Engineer-in-Charge shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof. The Contractor shall ensure that all operations by the Contractor, his workmen, employees, Sub-Contractors to complete the Work and the remedying of any defects therein shall, so far as compliance with the requirements of this Agreement permit, be carried on so as not to interfere unnecessarily or improperly with: a) The convenience of the public, or b) The access to, use and occupation of public or private roads, railways and footpaths to or of properties whether in the possession of Employer/Engineer-in-Charge or of any other person. c) The Employers /Engineer-in-Charge's operation and utilization of the facility at the Site; and d) The Work of Vendors/other contractors.

iv. If any hazardous or obnoxious materials (as defined by Indian law) are specified for use or are being used by Sub-Contractors or Vendors, the Contractor shall take necessary clearances from concerned departments and keep record of such material and forthwith give written notice to the Engineer-in-Charge and shall ensure that the Sub Contractors and Vendors, as applicable, use, store and dispose of such hazardous or obnoxious materials strictly in accordance with all applicable laws.

v. The Contractor understands that the Site is free from pollutants at the time of access to the Site and commencement of the Work. The Contractor shall comply with all applicable environmental laws and regulations and shall ensure that the Site is and remains free from pollutants at the end of the Work. The Contractor shall ensure interalia, that neither the soil nor the ground water is polluted or contaminated by fuels or lubricants emitted by machinery operated on the Site or by other dangerous or poisonous substances which are or are deemed to be hazardous to the environment. Notwithstanding the above, the Contractor shall comply with all the directions and decisions of the Engineer-in-Charge in this regard.

16. Child Labour: The Contractor shall not employ any labour less than 18(eighteen) years of age on the job. If female labour is engaged, the Contractor shall make necessary provisions at

his own expense for safeguarding and care of their children and keeping them clear of the Site. No children shall be permitted at the Site.

II. Valuation & Performance

1. Work Execution and Measurement:

i. The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith.

ii. All items having a financial value shall be entered in computerized bill format, Level book, etc. prescribed by the Engineer so that a complete record is obtained of all work performed under the Contract. Measurements shall be recorded and entered in MS Excel work sheet of computerized format by the contractor and shall be submitted to the Engineer in both Soft and hard copies along with the site measurement book. Measurements shall be taken jointly by the Engineer and by the Contractor or his authorised representative. The Contractor shall, without extra charge, provide assistance with every appliance, labour and other things necessary for measurement.

iii. Measurements shall be signed and dated by both parties each day on the site on completion of measurement.

iv. The Contractor shall set out the works using a Total Station and shall be responsible for the accuracy of all setting out operations. Any errors arising from inaccurate setting out shall be rectified by the Contractor at his own cost. During the execution of the work, the Contractor shall regularly verify and cross-check the work with the approved levels and drawings. The Contractor shall be solely responsible for any discrepancies or errors in this regard. Initial and final levels for each stage of work, especially for earthwork excavation, rock cutting, filling, and related activities, shall be jointly recorded and submitted to the Engineer-in-Charge for verification. Quantities for the respective works shall be computed based on the approved level records and entered in the Level Field Book for measurement and payment purposes.

2. Contractor's Temporary Work Design : The Contractor shall, prior to commencing the construction of any temporary Works like earth protection works for deep excavations, temporary platforms/formworks for heavy concreting etc , submit a certificate to the Engineer signed by him certifying that the temporary Works have been properly and safely designed and checked to carry the intended load without failure and that the Contractor has checked the effect of the Temporary Works on the Permanent Works and has found this to be satisfactory. The Employer and the Engineer shall not be responsible for any failure of such temporary structures and the Contractor is bound to take care of all expenses related to such failures, its rectification and subsequent remedial measures if any at no extra cost.

3. Permits and NOC Requirements: The Contractor shall also obtain all necessary statutory permissions, approvals, clearances, permits, and NOCs from the concerned departments or authorities as required for the execution of the work. The actual statutory fees paid towards such permissions, approvals, clearances, permits, or NOCs shall be reimbursed to the

Contractor upon submission of original receipts and supporting documents, subject to verification and approval by the Engineer-in-Charge.

4. Extra, additional, altered or Substituted items:

i. KCA reserves the right to alter the Scope of Work and consequently the Contract Price shall be suitably adjusted for such changes by applying the approved rates. All change orders shall be issued by the Engineer-in-Charge and the onus shall be on the Contractor to obtain such prior written consent of the Engineer-in-Charge/Employer.

ii. If the contractor finds, after examining the specifications and plans that extras are involved, he should give notice to the Engineer-in charge to this effect and shall proceed with the execution of the extra item only after receiving instructions in writing from Engineer-in charge and Agreement Authority.

iii. Extra items may be classified as new, additional, substituted or altered items, depending, on their relation or otherwise to the original item or items of work.

iv. The rates for extra items shall be worked out as below:

a. In the case of extra items whether additional, altered or substituted, for which similar items exist in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components. The percentage excess or deduction of the contract rate of the original item with reference to the departmental estimated rate shall be applied in deriving the rates for such items. The Engineer's interpretation as to what is a similar class of work shall be final and binding on the Contractor.

b. In the case of extra items whether additional, altered or substituted and for which similar items do not exist in the contract and rates exists in the prevailing departmental data rate, the rates shall be arrived at on the basis of the departmental data rate current at on the time of ordering the extra item, after applying the tender deduction except on cost of departmental material. Tender excess, if any, will not be applied.

c. In the case of extra items whether additional, altered or substituted, for which the rates cannot be derived from similar items in the contract, and only partly from the departmental schedule of rates the rates for such part or parts of items which are not covered in the schedule of rates shall be determined by the Engineer-in charge on the basis of the prevailing market rates(if available in the LMR published by the Department the same shall be taken) giving due consideration to the analysis of the rate furnished by the contractor with supporting documents, including contractor's profit, overheads and other allowed charges if any. This shall be added on to the departmental rate (including contractor's profit, overheads and allowed other allowed charges if any) current at the time of ordering or executing the extra item, whichever is earlier for the other part the item for which rates can be derived from the schedule of rates, after applying the tender deduction except on cost of departmental material and market rate items. Tender excess, if any, will not be applied.

d. In the case of extra item whether altered or substituted, for with the rates cannot be derived either from- similar item of work in the contract or from the departmental schedule of rates, the contractor shall within 14 days of the receipt

of the order to carry out the said extra item of work communicate to the Engineer-in charge the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the department shall within one month thereafter determine the rate on the basis of the market rate(if available in the LMR published by the Department the same shall be taken) giving consideration to the rate claimed by the contractor, after applying the tender deduction except on cost of departmental material and market rate items. Tender excess, if any, will not be applied.

5. Setting out and site surveys:

i. The Contractor shall establish, maintain and assume responsibility for all bench marks and grid lines, and all other levels, lines, dimensions and grades that are necessary for the execution of the Work, in conformity with the Contract Documents. The Contractor shall establish his relation to the permanent benchmarks and boundary lines established at the Site. The Contractor shall verify and co-relate all the survey data available at the Site before commencing the Work and shall immediately report in writing any errors or inconsistencies to the Field Engineer. Commencement of Work by the Contractor shall be regarded as his acceptance of the correctness of all survey and setting out data available at the Site and no claims shall be entertained or allowed in respect of any errors or discrepancies found at a later date. If at any time error in this regard appears during his progress of the Work, the Contractor shall at his own expense rectify such error to the satisfaction of the Engineer-in-charge. The approval by the Engineer-in-Charge of the setting out by the Contractor shall not relieve the Contractor from any of his responsibilities, obligations, and liabilities under the Contract.

ii. The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment for all levels and dimensions and for the correctness of every part of the Work, and he shall rectify effectively any errors or imperfections therein. All such rectifications shall be carried out by the Contractor at his own cost and to the instructions and satisfaction of the Engineer-in-Charge

iii. The Contractor shall employ qualified surveyors to carry out all the surveys and setting out works.

6. Certificates: The Contractor shall furnish, at his own cost, test certificates, calibration certificates for the various materials and equipment as called for by the Engineer-in-Charge. Such test certificates should be for the particular consignment/lot/piece as decided by the Engineer-in-Charge. The details in respect of the test and calibration certificates shall be as decided by the Engineer-in-Charge for the relevant items.

7. Construction Programme and Site Register:

i. The contractor should furnish an overall construction programme for the approval of the Engineer-in charge before the start of the works. The construction programme shall clearly show all the sequential activities of work required to be carried out from the commencement of the Work up to the Virtual Completion

ii. The construction programme shall be based on the mutually agreed milestones.

iii. Every month, or sooner if required by the Engineer-in-Charge, the approved programme charts shall be reviewed in relation to the actual progress of the Work, and shall be updated as necessary. If at any time it appears to the Engineer-in Charge that the actual progress of the Work does not conform to the approved programme, the Contractor shall produce, at its expense and without reimbursement therefore, a revised programme showing the modifications to the approved programme and the additional input of resources by the Contractor necessary to ensure completion of the Work within the time stipulated for completion.

iv. The Contractor shall maintain a site register that records the name and time of arrival and departure, at Site, of any visitors.

8. **Time Limit for the submission of Final Bill:** The final bill shall be submitted by the Contractor within three months of physical completion of the Works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished

Declaration

I/We hereby declare that I/We have read and understood all the terms and conditions furnished, and agree to execute the work in accordance with the tender requirements, specifications and directions of Kerala Cricket Association.

Name and Signature:

Address of the Contractor:

Date: