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**PROPOSED TURNKEY INTERIOR WORK**

**@**

**HEAD OFFICE KSSFCL, #246, 3rd MAIN, MARGOSA ROAD, MALLESHWARAM, BENGALURU 560003**

**TENDER DOCUMENT**

**PART: 1 - TECHNICAL BID**

**CONSULTANT:**

**SPACELINES INTERIOR NEEDS,**

#772, 2nd Floor, 59th Cross,

5th Block, Rajajinagar,

Bengaluru 560010

E-Mail :spacelines\_blr@yahoo.com

Tel : 080 4165 5290, Mob : 9845007151

**TENDER DOCUMENT**

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**KARNATAKA STATE SOUHARDA FEDERAL CO – OPERATIVE LTD**

NirmanBhavan, Dr.Rajkumar Road, 1st Block, Rajajinagar, Bengaluru 560010

**INFORMATION TO BIDDER**

NAME OF THE WORK **:** TURNKEY INTERIOR WORK (Furniture & Fixtures) @ HO

New Building.

DATE OF NOTIFICATION **:** 17 / 04 /2021

LAST DATE OF ISSUE OF BLANK TENDER **:**21 / 04 / 2021 to

DOCUMENT 03 / 05 / 2021 up to 5.00 PM

DATE OF PREBID MEETING **:** 30 / 04 / 2021 @ 4.00PM

TECHNICAL BID

PLACE OF PRE BID MEETING **:** KSSFCL.

 NiramanBhavan, Dr.Rajkumar,

 Road, 1st Block, Rajajinagar

Bengaluru 560010

LAST DATE FOR SUBMISSION OF **: 05 / 05 / 2021 up to 3.00 PM**

COMPLETED TENDER DOCUMENT

DATE OF OPENING OF TECHNICAL BID **:**05 / 05 / 2021 @ 4.00 PM

 @ the above address

DATE OF OPENING OF FINANCIAL BID **:**Eligible candidate / firms in

 Technical Bid will be informed

 Later by KSSFCL

OFFICER INVITING TENDERS **:** The Managing Director.

 KSSFCL Ltd.

 PLACE OF ISSUE OF BLANKS TENDER **:**KSSFCL.

 NiramanBhavan, Dr.Rajkumar,

 Road, 1st Block, Rajajinagar,

Bengaluru 560010

TENDER FEE **:**Rs. 3000.00 (Rupees Three

 ThousandOnly)by cash / online payment/

crossed DD in favour of

 KSSFCL

**For CONTRACTOR For KSSFCL**

**AUTHORISED SIGNATORY AUTHORISED SIGNATORY**

**NOTICE INVITING TENDER**

Ref :

 Date :

To

\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

\_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_ \_

Dear Sir,

**SUBJECT : NOTICE INVITING TENDER FOR TURNKEY INTERIOR WORK**

 **(Furniture’s & Fixtures)**

1. You are invited to Tender for the **Turnkey Interior Work (Furniture’s & Fixtures)including , AC, Electrical, Networking & Voice, CCTV & PA System, Fire Detectors.**
2. **Period of completion :**

The work shall be completed in all respects within (90+10) days inclusive of mobilization of material and including snag list completion, from the date of issue of letter of indent( LOI ) in a manner in accordance with the schedule laid down in the document.

1. **Obtaining Tender Document :**

The Tender Document consisting of Drawing, Specifications & BOQ along with soft copy available at the office of Managing Director, KSSFCL, Bengaluru.

1. **Scope of Work:**

The scope of work under this Tender is briefly as : Turnkey Interior(Furniture’s & Fixtures)Work including , AC, Electrical, Networking & Voice, CCTV & PA System, Fire Detectors **@ HO New Building # 246,3rd Main,Margosa Road, Malleshwaram, Bengaluru.**

1. **The Tender for Submission shall contain the following Documents:**
2. Letter of Tender.
3. Proposed Site Organisation with Qualification & Experience of key persons to be deployed for the execution of the work.
4. Proposed deployment of Tools & equipment’s & site logistics.
5. Project schedule & method statement.
6. List of nominated sub-contractors.
7. Priced schedule of quantity (both hard & soft copy).
8. Drawings.
9. The Tenderer shall quote rates in words & figures in hard copy. The amount of each item should be worked out and stated against the item. The same to be entered in figures in the soft copy.
10. The Tender Document should be sign on each page by the tenderer or his duly authorized representative. The Tender Document should be accompanied by a certified true copy of an absolute power of attorney in favor of signatory to the documents.
11. Any discrepancies, omissions, ambiguities or conflicts or any doubts as to their meaning in the Tender Documents should be brought to the attention of the consultant within 2 days of issue of Tender. Were information’s out is not clearly indicated or specified, the consultant will issue a clarification letter which will become part of the tender. The consultant will not make any oral instructions.
12. **Pre - Bid Meeting :**

A Pre – Bid Meeting will be held with all the Bidders on Dt : 30 / 04 / 2021 by 4.00 PM @ KSSFCL. NiramanBhavan, Dr.Rajkumar, Road, 1st Block, Rajajinagar, Bengaluru 560010. The contracts, consultants along with the client will coordinate with the Bidders for the above said meetings.

1. **Tender Receipt :**

The completed Tender Document in all respects in the form of Hard copy and soft copy shall be received at the office of KSSFCL. NiramanBhavan, Dr.Rajkumar, Road, 1st Block, Rajajinagar, Bengaluru 560010. On or before Dt: **05 / 05 / 2021 up to 3.00 PM**

1. The Tender received after the said Date and time, whether send by post or delivered in person will not be accepted.
2. **Validity :**

The Tender shall be valid for **45 days (Forty Five)** from the last day of opening of Tender which includes the opening date of revised quotes.

Yours Faithfully

 For KSSFCL

**KARNATAKA STATE SOUHARDA FEDERAL CO – OPERATIVE LTD**

NirmanBhavan, Dr.Rajkumar Road, 1st Block, Rajajinagar 560010

**ELIGIBILTY CRITERIA**

**TECHNICAL BID**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **REQUIRMENT** | **DOCUMENT TO BE SUBMITTED** |
|  |  |  |
| 1. | Should have valid Registered certificate issued by Govt Body | 1. GSTIN No
2. PAN No
3. TDS No
 |
| 2. | Should have successfully completed or executing at least one Turnkey Interior costing not less than 50.00 Lakhs in the last 5 ( Five ) financial year to till date.  | 1. Work Order / PO
2. Completion Certificate issued by the client
 |
| 3. | The annual Turnover of the company / Firm should be minimum 1.00 crore in the last 5 years.  | Attach required evidence of certified balance sheet / profit loss account.  |
| 4. | Should submit the list of technical staff and establishment working with the firm/contractor and the proposed pattern of staff on this work. | Declaration of the bidder with details regarding their names , qualification, experience etc. |
| 5. | Income tax clearance Certificate for the Financial year (Assessment year 2018-19, 2019-20) | Income tax clearance Certificate |
| 6. | Sales Tax (GST) clearance certificate for the finical year (Assessment year 2018-19, 2019-20) | Sales Tax clearance certificate.  |

**NOTE :**

Sl No: 1, 5, 6 are compulsory requirement from Bidder.

LETTER OF TENDER

**To,**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SUBJECT:** **TENDER FOR TURNKEY INTERIOR WORK @ # 246,3rd Main, MARGOSA**

 **ROAD, MALLESHWARAM, BENGALURU.**

Sir,

We have gone through the complete tender document for the above work including, conditions of contract, technical specifications, schedule of quantities and drawings. We have visited the site and familiarized with the site conditions.

KSSFCL has rendered all clarifications on the complete tender document. The decisions/ clarifications rendered to us vide letter no. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ have been duly received by us and form part of the tender as page no. \_\_\_\_\_ to \_\_\_\_\_\_. We confirm that no doubts/ ambiguities/ shortfalls now exist in the tender documents.

We the undersigned, offer to execute, complete and maintain the whole of the works as described therein and in conformity with the said tender documents, including addendum no. \_\_\_\_\_\_\_\_, for the sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

only) in accordance with the contract.

We undertake, if our tender is accepted, to commence the work within specified mobilization period and to complete and deliver the works in accordance with the contract conditions specified in the tender document.

**We agree to abide by this tender for a period of 45 (Forty Five) days from the latest date fixed for tender opening/revised tender quote opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period**.

**We understand that you are not bound to accept the lowest price or any tender that you may receive.**

Dated this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Tenderer) (Signature of witness)

NAME: NAME:

DESIGNATION: ADDRESS:

**AGREEMENT FORM**

RefNo**:**…………… Date **:**…………….

An agreement made on ……………………. between……………………………………………, herein after called the Contractor , which expression shall where the contest so admits or implies be deemed to include his executrices, administrator, legal heirs on one part and Managing Director, KSSFCL Ltd and his authorized officer on the other part of the work specified in the underwritten Memorandum within in the time specified in such Memorandum amounting RS……………………………………...(Rupees in words) as per the rates by the contractor in Financial Bid.

 **MEMORANDUM**

1. Name of work : Turnkey Interior Work (Furniture’s &

 Fixtures) including , AC, Electrical,

Networking & Voice, CCTV & PA

System, Fire Detectors.

2.

 a) Estimate amount : **Rs. 3.00Crore**

 b) Amount put to tender : RS……………………...

 c) Approved amount : RS………………………

 3. Earnest money deposit (1%) : **Rs. 3, 00, 000. 00/-**

( Rupees Three Lakh only )

4. Security deposit : 5% Retention money shall be

retained from every R.A. bill

shall be reimbursed on virtual

 completion of project against Bank

Guarantee of 5% (retention money

value)on covering defects liability

period.

5. Time allowed to complete the work from

the date of issue of letter of Award

including monsoon period of rainy season : **100 days ( Hundred Days )**

6. Running Bills : The Running Bills will be Certified for

the work completed and material in

stock @ site for Rs. 30.00 Lakhs

minimum for payments after deduction

of TDS & Retention money of 5% from

each RA Bills.

7. The following document shall be deemed to form and be read construed as part of this

Agreements, viz..:

1. Letter of Acceptance.
2. Contractor Bid.
3. General Conditions of Contract.
4. Specification
5. Drawings
6. Bill of Quantities
7. Pre-bid meeting minutes
8. Any other documents, Addendum, Corrigendum issued to the bid

I, hereby agree to abide fulfill all the terms and provision of the Conditions of contract annexed here to so far as applicable in default thereof to forfeit and pay to KSSFCL the sum of money mentioned in the conditions.

Name & Address of the Contractor

Signature of the Contractor

(Authorized Signatory duly authorized by a written Power of Attorney)

Name & Address of the witness

Signature of the witness

SIGNED BEFORE ME THE ABOVE AGREEMENT IS HEREBY ACCEPTED BY ME ON BEHALF OF M/s KSSFCL.

Managing Director.

Karnataka State Soharda Federal Co – Operative Ltd

NiramanBhavan, Dr.Rajkumar, Road,

1st Block, Rajajinagar,

Bengaluru 560010.

**SPECIAL CONDITIONS OF CONTRACT**

**1.GENERAL**

 The Special Conditions of Contract are an extension of and are to be read in conjunction with the General Conditions of Contract. Should there be any contradictory requirements in the two, the requirement as per the Special Conditions of Contract shall prevail.

**2.OWNER, ENGINEER-IN-CHARGE AND CONSULTANTS**

The Owner, Engineer-in-charge and Consultants for the subject work are:

Owner shall mean M/s. KSSFCL. NiramanBhavan, Dr.Rajkumar, Road, 1st Block, Rajajinagar, Bengaluru 560010. The term “owner” includes successors and assignees.

**Engineer-in-charge (E-in-C)** shall mean engineer duly appointed by owner to act for and on his behalf for the operation of the contract.

**Consultants** shall mean M/s.SPACELINES INTERIOR NEEDS, having their

control office at #772,2nd Floor,59th Cross,5th Block, Rajajinagar, Bengaluru 560010. The term “consultant” includes evaluation & final certification of work done. The contractor at his cost shall provide all required relevant information and data that are required or sought by the consultants.

**3. SITE**

The site is situated @ HO New Building # 246, 3rd Main Margosa Road, Malleshwaram, Bengaluru**.** The site is already in possession of the owner and will be made available to the contractor immediately on award of the contract for execution of works.

**4. SCOPE OF WORK**

The scope of work under this contract will broadly include:

**Turnkey Interior Work (Furniture’s & Fixtures) including, AC, Electrical, Networking & Voice, CCTV &PA system, Fire Detectors.**

**5. MOBILISATION**

Mobilization period shall be 7 days from the date of issue of LOI said as complete after the following are mobilized:

**6. TIME FOR VIRTUAL COMPLETION OF WORKS**

The period and time limit for virtual completion of the works shall be**100 Days(90+5 days for mobilisation + 5 days for completing snag list before handing over the site)** from the date of commencement of work. In case the contractor fails to meet the above stipulated completion period, contractor shall be levied liquidated damages as specified in the general conditions of contract.

**7. QUALITY ASSURANCE**

The contractor shall establish an effective quality control system and implement same through a special cell consisting of qualified experienced engineers and technical personnel to enforce quality control on all items of work at all stages. The details of same shall be furnished as called for.

**8. SAMPLES OF MATERIALS**

The contractors shall procure at his cost & provide samples wherever necessary for the approval of owner/consultants and shall provide alternate samples until the approval has been obtained. Samples approved shall be kept at site under custody of the EIC until completion of the project.

**9. SAMPLES OF WORKMANSHIP**

The contractor at his own expense shall prepare samples of any item of works prescribed in tender and shall obtain the approval of the Engineer-in-charge to the same before putting the work in hand. If so required by the consultants, the contractor at his own expense shall prepare the same and submit a second sample of each individual item of work. If the consultants require more than two samples to be made of any individual item of work, the contractor shall prepare the same and shall be paid the actual cost of preparing the third and any subsequent samples of such individual item.

**10. DRILLING, CUTTING, ETC.**

All cutting and drilling of walls or other elements of the building for the proper entry/ installation of pipes, cables, conduits, boxes and other equipment shall be carried out using electrically operated tools only. Manual drilling, cutting, chiseling, etc., shall be cut or chased with the written permission of the Engineer-in-charge.

**11. WATER FOR CONSTRUCTION AND OTHER USE**

The owner shall provide the water for construction at free of cost. Whereas contractor has to make his own arrangements for the supply/distribution and storage of water for work and nothing shall be paid extra for the same.

The contractor shall arrange for adequate storage arrangements so that sufficient quantity of water is available at all time to meet the contractor's construction, curing and all other requirements. The water proposed to be used should be tested by the contractor at his own cost and testreport to be submitted to the EIC/Consultant.

**12. POWER (ELECTRICITY) SUPPLY**

The owner shall be made Power (BESCOM) available at one source at site at free of cost. The contractor shall make his own arrangements for distribution, shifting within site. Contractor shall also be responsible for the periodical maintenance of such arrangements. The contractor is responsible for making adequate infrastructure and standby facilities for the continuous supply of electric power required for the satisfactory execution of the work without stoppage.

**13. OWNER SUPPLY OF MATERIALS**

When the owner chooses to supply materials on ‘free basis’, the contractor shall quote his rates including, loading, unloading, safe storage, security, handling and shifting to place of work, insurance, applicable taxes, etc.,

Contractor shall indent the material required well in advance.

**14. RECONCILIATION, RECOVERY AND WASTAGE NORMS OF OWNER SUPPLIED**

**MATERIALS**

14.1 Reconciliation Statements:

Irrespective of the mode of supply of materials by owner, the contractor shall prepare and submit monthly material indents based on the planned activities of work.

The contractor shall submit a material reconciliation statement, in a prescribed format, in respect of all materials issued to him by the owner for incorporation in the works. The reconciliation statement shall indicate the value and or quantity of materials incorporated in the works and the value and or quantity supplied by the owner.

The reconciliation statement shall be submitted without fail along with each running bill and the final bill.

15.2 Recovery of cost of owner supplied materials:

Based on the reconciliation statement submitted along with the bills, the value of the materials shall be recovered from each of the running account bills of the contractor.

15.3 Applicable wastage norms:

The applicable wastage norms will be considered while preparing the material reconciliation statement for owner supplied materials and consumed.

**15. ENVIRONMENT, HEALTH AND SAFETY**

After entering into contract the Environment, Health and Safety plan submitted by the contractor shall be revisited along with the method statements submitted for various works. The obligations of the contractors shall be strictly monitored for Environment, Health and Safety. The following documents shall be referred to for adherence to Environment, Health and Safety requirements at site:

1. EHS requirements along with the tender.
2. EHS plan submitted along with the tender.
3. Approved method statement for various works to be executed at site.
4. Written instructions given by Engineer in charge/ owner at site from time to time.

 All the EHS measures as called for should be followed with due diligence. Contractor

shall provide the following:

1. List of all the personal protective equipment deem to use site to be provided by contractor.
2. Housekeeping should be treated on high priority, debris chutes to be provided at convenient locations, no accumulation of debris is allowed at site.
3. If Debris not removed by the contractor as per the EIC given time frame. Owner has full right to reserve to accomplish the same with other agency at contractor risk & cost.
4. Contractor engineer/incharge to ensure that the Personal Protective Equipments (PPE) is provided to every individual at site and same is efficiently utilized.
5. Safety signages to be displayed at convenient locations all over the working area or as instructed by EIC.
6. Safety plan, safety policy and method statement to be submitted.
7. Dedicated electrician to be deputed at site. Sufficient lighting (general and focus lighting) to be provided at site.
8. Fortnightly report on safety at site to be submitted.
9. Cables to be routed on poles and not on the ground/ floor slabs.
10. Proper access to be provided at site for inspection.
11. Total safe man-hours or accident free hours achieved to be displayed at site (on daily basis).
12. Any accidents or incidents to be reported immediately to Engineer-in-charge.
13. First aid box to be provided at site.
14. Pep-talk on safety to be given to the people working at site before commencement of each day’s work.
15. The diesel generator sets used during the construction phase should be of low Sulphur diesel type and should conform to Environment protection rules prescribed for air and noise emission standards.
16. Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourse and the dump sites for such materials must be secured so that they should not leach into the ground water.
17. Any violations and or deviations from EHS plan/ instructions shall be penalized. Such penalties shall be deducted from the running bills. Despite such penalties, if the situation at site does not improve, Environment, Health and Safety requirements shall be taken over by the owner and shall be executed by appointing separate agencies. The costs incurred by taking over of EHS shall be debited to the contractors at actual costs plus 25% towards overheads and taxes.

**16.**Progress reports / photographs to be submitted every fortnight

**17.**Professional Integrity and Team Spirit

It is the intent of the owner and the Consultants that, this project will be executed in a spirit

of team work and full professional integrity. The contractor shall fully co-operate with all

agencies concerned to fulfill this objective.

**18.**Modification: Any modification in the project will be measured as per the BOQ items & paid same price.

**19.**No escalation of price is permitted throughout the project till completion for whatsoever may be the reason.

**20.**Space for labour camps SHALL NOT BE PROVIDED IN PROJECT SITE.

**GENERAL CONDITIONS OF CONTRACT**

**1. DEFINITIONS**

In the contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context otherwise requires.

**2. THE CONTRACT**

Contract’ means the agreement between the owner and the contractor for the proper execution and successful completion of the works in accordance with the contract documents.

**3. CONTRACT AGREEMENT**

The contractor whose tender has been accepted shall enter into a formal agreement with the owner for the execution and completion of the works, in the format prescribed in the contract documents, within one week from the date of the work order.

**4. CONTRACT DOCUMENT**

The contract document means collectively notice inviting tenders, letter of tender, contract agreement, general conditions of contract, special conditions of contract and annexure, specifications, drawings, letter of acceptance, further documents as may be expressly incorporated in the letter of acceptance or contract agreement, priced schedule of quantities, work order and all modifications thereof and additions thereto incorporated in and made to the documents during the currency of the contract.

**5. CONTRACTOR**

The contractor means the person or persons, firm, company or consortium whose tender has been accepted by the owner and includes the contractor’s legal representatives, successors and permitted assignee. (Wherever in the contract documents reference is made to the term “contractor“ and the context therein applies to the stage prior to tender acceptance, this term shall mean the tenderer).

**a. SUB-CONTRACTORS**

Sub-contractors means the persons, firms, companies or agencies who after approval of the Engineer-in-charge, have entered into a direct contract with the contractor in respect of any part of the works and include the sub-contractor’s legal representatives, successors and permitted assignee.

 As soon as practicable but at least two weeks before awarding any sub-contract, the contractor shall submit to the Engineer-in-charge in writing the names of the sub-contractors proposed for any part of the works, for the approval of the Engineer-in-charge. The Contractor shall employ such sub-contractors only after he has received confirmation in writing of such approval from the consultant through the Engineer-in-charge. The Engineer-in-charge’s approval, however, shall not relieve the contractor of any of his responsibilities, obligations and liabilities under the contract. The contractor shall be responsible for the acts, defaults and neglect of all sub-contractors and their agents, servants and workmen. The Contractor shall not employ any sub-contractor to whom or the Engineer-in-charge objects and or does not approve.

**b. NOMINATED SUB-CONTRACTORS**

Nominated sub-contractors refer to those specialist agencies, merchants, tradesmen and others, nominated by the owner for executing special works or supplying special equipment or goods or materials or services, for which prime cost and provisional sums are included in the contract documents. The contractor shall be required under the contract to sublet the execution of such special works or the supply of such special equipment or goods or materials or services to the nominated sub-contractors. Such nominated sub-contractors shall be deemed to have been employed by the contractor and the contractor shall sign a sub-contract agreement with them. The contractor shall be responsible for co-ordination of all work of such nominated sub-contractors, which work shall be to the approval and satisfaction of the Engineer-in-charge.

**6. OWNER / CONSULTANT/ ENGINEER-IN-CHARGE**

The Owner/ Consultant/ Engineer-in-charge shall be those mentioned as such in special conditions of contract and shall include all their consultants, representatives, permitted assignees and successors. They are treated throughout the contract documents as if they were of the singular number and masculine gender.

**7. THE WORKS**

The works shall mean the works in respect of which the tender by the contractor has been accepted and which are set out in the contract documents and shall be inclusive of all additions, substitutions and variations ordered by the Engineer-in-charge.

a. “**Works**” means the permanent works and the temporary works or either of them as

appropriate.

b. “**Permanent Works**” means the permanent works to be executed (including plant) in

accordance with the contract.

c. “**Temporary Works**” means all temporary works of every kind (other than contractor’s

equipment) required on site for the execution and completion of the permanent works and

remedying of any defects thereon.

d. “**Plant**” means machinery, equipments and the like intended to form or forming part of the permanent works.

e. “**Contractor’s Equipment**” means all appliances and things of whatsoever nature (other

than temporary works) required for proper and successful execution and completion of the

works and the remedying of any defects therein, but does not include plant, materials or

other things intended to form or forming part of the permanent works.

**8. THE SITE**

The site means the land and other places including any building and structures thereon, on, into, or through which work is to be executed under the contract or any adjacent land allotted or used for the purpose of carrying out the contract.

**9. CONTRACT SUM**

‘Contract sum’ shall be the sum stated in the letter of acceptance/ contract agreement which the owner has consented to pay to the contractor for the execution and completion of the works in conformity with the contract documents and shall initially be the sum at which the contract for the works has been awarded and which sum shall subsequently be amended and determined in accordance with the provisions contained in the contract documents.

**10. WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation/ organization/ firm for whom it is intended, or if delivered at and a written delivery receipt obtained, or if sent by registered mail or if sent through e-mail to the last known business/ e-mail address.

**11. WORKING DAY**

Working day shall mean any day from Monday to Saturday (both days inclusive) excluding public holidays and locally recognized holidays.

No work shall be carried out on the site on public holidays and locally recognized holidays unless:

* Otherwise stated in the contract
* The Engineer-in-charge gives written consent or
* Work is unavoidable or necessary due to protection of life or property or for the safety of the work, in which case the contractor shall immediately advice the EIC.

**a. NORMAL WORKING HOURS**

The normal working hours shall be between 8:00 A.M. and 6:00 P.M. on all working days.

May be extended beyond 6:00 P.M, or resources provided by KSSFCL.

**b. OVERTIME WORK**

If it is necessary for the contractor or any sub-contractor to work on other than working days or outside the normal working hours or staggered working hours in order to keep up to the time schedule and meet the construction programme, the contractor shall give due notice of his intention to do so and shall obtain the prior approval of the Engineer-in-charge in writing, which approval shall not be unreasonably withheld. The additional cost of wages and any other costs incurred as a result of overtime or any shift work shall be borne by the contractor.

**12. APPROVED EQUAL**

Approved equal shall mean an alternative product/ service approved by the Engineer-in-charge with prior approval of consultant as being equivalent to that specified in the contract documents.

**a. APPROVED/ APPROVAL**

Approved/ approval shall mean approved/ approval in writing.

**b. INTERPRETATION**

In the contract, except where the context requires otherwise:

1. Words indicating one gender include all genders.
2. Words indicating the singular also include the plural and vice versa.
3. Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing and
4. “Written” or “writing” means hand-written, type written, printed or electronically made and resulting in a permanent record.
5. The marginal words and other headings shall not be taken in to consideration in the interpretation of these conditions.

**13. COMMUNICATIONS**

Wherever these conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:

In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission &

Delivered, sent or transmitted to the address for the recipient’s communications.

**14. DATE OF COMMENCEMENT**

Date of commencement shall be the date as mentioned in the highlights of this document.

**15. VIRTUAL COMPLETION**

Virtual completion will be said to have been achieved upon a virtual completion certificate being issued by the E-in-C when the works, according to the owner, consultant and Engineer-in-charge have been completed in every respect in conformity with the contract documents and used for their intended purpose, complete with all systems and services having been tested and commissioned.

**16. DEFECTS LIABILITY PERIOD**

Defects liability period shall be the period between the virtual completion and the final completion of the works one year (12months) and during which period the contractor shall be bound to replace and or rectify and make good all defective materials, equipment and or workmanship which arise in the works or come to notice subsequent to the virtual completion of works and prior to the final completion of works.

**17. FINAL COMPLETION**

Final completion will be said to have been achieved when at the end of the defects liability period a final completion certificate has been issued by the Engineer-in-charge when all the requirements of the contract have been met and complied with and when all the defective items of work and defects have been replaced and or rectified and made good as directed by and to the satisfaction of the owner, consultant, Engineer-in-charge.

**18. DRAWINGS**

“Drawings” means all drawings and technical information of similar nature provided by the Engineer-in-charge to the contractor under the contract and all drawings, samples, patterns, models, operation and maintenance manuals and other technical information of like nature submitted by the contractor.

**19. SCOPE, EXTENT, INTENT, ETC.**

 **19.1 SCOPE**

The general character and the scope of the works shall be as illustrated and defined in the drawings, specifications, schedule of quantities and other contract documents. The defined scope of work shall be as set out under special conditions of contract.

 **19.2 EXTENT**

The contractor shall carry out and complete the works under the contract in every respect and his work shall include the supply of all labour, equipment, materials plant and machinery, tools, transportation, formwork, scaffolding and everything else necessary for the proper execution and successful completion of the works in accordance with the contract documents and to the directions and satisfaction of the Engineer-in-charge. The contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any work. Where sub-contractors may execute any parts of the works, such responsibility and liability of the contractor shall cover and extend to the work of all such sub-contractors

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 **19.3 INTENT**

The contract documents are complimentary and what is called for by any one shall be binding as if called for by all. Wherever it is mentioned in the documents that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards as are applicable.

 **19.4 PRIORITY OF DOCUMENTS**

The documents forming the contract are to be taken as mutually explanatory of one another.

For the purposes of interpretation, the priority of documents forming the contract shall be in accordance with the following sequence:

a. The contract agreement

b. The work order

c. The letter of tender

d. The construction drawings

e. Priced schedule of quantities

f. The technical specifications

g. The special conditions of contract

h. The general conditions of contract

i.Any other document specified in the contract

If any ambiguity or discrepancy is found in the documents, the E-in-C shall issue necessary clarification or instruction.

 **19.5 INSTRUCTIONS OF ENGINEER-IN-CHARGE**

The Engineer-in-charge may from time to time issue, further supplementary drawings, written instructions, details, directions and explanations which shall be collectively referred to as the instructions of Engineer-in-charge. The contractor shall forthwith comply with and duly execute the work comprised in such instructions of Engineer-in-charge, provided always that verbal instructions, directions and explanations given to the contractor or his works representative by the Engineer-in-charge shall, if involving a variation, be confirmed in writing by the contractor immediately thereafter.

 **19.6 APPROVAL OF CONSUTLTANTS AND ENGINEER-IN-CHARGE**

Approval of the consultants and Engineer-in-charge shall always mean approval in writing. The onus shall be on the contractor to obtain all the necessary approvals in writing. Such approvals, however, shall not relieve the contractor of any of his responsibilities under the contract.

 **19.7 VARIATIONS**

The owner in consultation with the consultant, reserves the right to increase or decrease the scope of work on any or all items or to change the nature of work involved in any or all items or to completely delete any items of the works under the contract, subject to the limitation laid down in clause 32. The contractor shall not be entitled to claim for loss of anticipated profits for mobilisation of additional resources, or for any such reason on account of these variations.

The owner in consultation with the E-in-C, reserves the right to get any deleted items of work executed by other agencies in the larger interest of the project.

 **19.8 ITEMS OF WORK FOR COMPLETION**

The contractor is bound to carry out any items of work necessary for the completion of the project even though such items of work may not be included in the schedule of quantities. Instructions in respect of any such additional items of work and their quantities shall be issued in writing by the Engineer-in-charge, in consultation with the consultants and the rates for any such additional items of work shall be determined in accordance with relevant clause.

**20. ENGINEER-IN-CHARGE**

**STATUS**

The owner will be represented for the purpose of the execution of the contract by the Engineer-in-charge. The Engineer-in-charge, along with his team shall be responsible for the day-to-day supervision, quality control checks, progress monitoring, co-ordination and direction of the works and generally to ensure that all work is carried out in strict conformity with the contract documents unless otherwise specified. The Engineer-in-charge shall have the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the work. The contractor shall provide all the necessary facilities to the Engineer-in-charge in the performance of his duties. The contractor shall refer all matters relating to the performance of the contract to the Engineer-in-charge.

**DECISIONS**

The Engineer-in-charge shall make decisions on all matters relating to the execution and progress of the works. The Engineer-in-charge shall also make decisions, within a reasonable time, on the claims and queries of the contractor. The decision, opinion, direction and interpretation of the Engineer-in-charge, with respect to any or all of the following matters shall be final and binding on the contractor, except matters involving financial implications and matters mentioned under item (b), (c), (j), (k) which will be decided in consultation and with prior written approval of owner.

a. The quality and quantity of each item of the works.

b. Variation items.

c. Any discrepancy in the drawings or between the drawings and specifications.

d. The removal and or re-execution of any work executed by the contractor.

e. The dismissal from the site of any person employed upon the works.

f. The opening up for inspection of any work covered up.

g. All materials and workmanship.

h. Everything that must be provided or done by the contractor in order to properly execute

andsuccessfully complete the works under the contract.

i. Assignment and sub-letting.

j. Delay and extension of time.

k. The replacing and or rectifying and making good all defective items of work and defects

during the defects liability period.

l. Removal of any material/ equipment/ plant and machinery brought by contractor to site

of work for execution of the works.

**21. DISMISSAL OF CONTRACTOR’S STAFF**

The contractor shall, on the instruction of the Engineer-in-charge, immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Engineer-in-charge, be incompetent or who engages in unlawful or disorderly conduct and such persons shall not be re-employed on the works without the permission of the Engineer-in-charge.

**22. ACCESS FOR OWNER, CONSULTANT AND ENGINEER-IN-CHARGE TO THE WORKS AND SITE**

The owner, Engineer-in-charge and consultants and their representatives shall at all times have access to the works and the site and to the workshops or other places of the contractor where work is being prepared for the contract and when work is to be so prepared in workshops or other places of sub-contractors and suppliers, the contractor shall by a term in sub-contract so far as possible, secure a similar right of access to those workshops or places for the owner, Engineer-in-charge and consultants and their representatives and shall do everything for the purposes of carrying out inspections to ascertain and ensure that work is being carried out in conformity with the contract documents or for any other purpose in connection with the works under the contract.

**23. COMMUNICATION PROTOCOL**

The owner, consultants and E-in-C will be in regular communication network with each other. All instructions to contractor from owner/ consultants are communicated through E-in-C in written form. Main Drawings, samples approval should be obtained from Engineer incharge.

**24. SITE**

Contractor to satisfy himself about site conditions before submitting his tender:

Before tendering for the works the contractor shall visit the site and satisfy himself about the site conditions for construction and for logistics and smooth flow of men and materials as well as permissions from authorities for this purpose. He shall examine the site and take note of existing roads and means of access and communication, the character of the soil and of the excavations, the correct dimensions of the work, facilities for obtaining any special articles called for in the contract documents and also the contractor shall make his own assessment and obtain all information on site constraints and on all matters that will affect the execution, continuation and progress and completion of the works.

The Engineer-in-charge will make available to the contractor such data on sub-surface conditions as have been obtained from investigations undertaken relevant to the works but the contractor shall be responsible for his own interpretations thereof.

Any extra claims made in consequence of any misunderstanding, incorrect information on any of these points or on the grounds of insufficient description or information shall not be entertained or allowed at any stage. Should the contractor after visiting the site find any discrepancies, omissions, ambiguities or conflicts in or among the contract documents or be in doubt as to their meaning, he shall bring this to the attention of and seek written clarifications from owner before submitting his tender.

**25. PERMISSION TO WOK AT SITE**

The permission to work atsite will be given immediately on award of the contract to the contractor, temporarily and for the purpose of construction only and the site shall be shared with other contractors and sub-contractors as applicable. The contractor shall upon being given such permission, commence the works and diligently precede with the execution of the works in accordance with the contract documents.

**26. TREASURES, ANTIQUITIES FOUND ARE PROPERTY OF OWNER**

All fossils, antiquities and other objects of interest or value which may be found on the site at the commencement or during the progress of the works shall be the property of the owner.

**27. RIGHT OF ACCESS TO THE SITE**

**27.1** The right of access of the contractor to the site shall be merely as a licensee for carrying out the construction of the works under the contract and the contractor shall not by his being allowed such access to the premises, acquire any right, lien or interest either in the works carried out by him under the contract agreement or anything appurtenant or attached thereto or to any part of the site/ premises and his claim will only be in the nature of money claim found due and payable to him in accordance with the certificates issued by the Engineer-in-charge under the provisions contained herein. This clause shall also apply to all sub-contractors whether employed by the contractor or nominated by the owner.

**27.2 SECURITY OF SITE**

Unless otherwise stated in special conditions:

The contractor shall be responsible for keeping unauthorized persons off the site and authorized persons shall be limited to the contractor’s personnel and the owner’s personnel and to any other personnel notified to the contractor, by the owner or the Engineer-in-charge, as authorized personnel of the owner’s other contractors on the site.

**28. TYPE OF CONTRACT**

**28.1 ITEM RATE CONTRACT**

The contract shall be an “Item Rate Contract“. The contract rates shall include for the supply of all labour, equipment, materials, plant and machinery, tools, transportation, testing of materials, formwork, scaffolding, Environment, Health, Safety and everything else required. The rate quoted shall include for the payment of all applicable taxes, duties, levies, royalties, fees, insurance premiums, contributions towards employee benefits and funds and anything else stipulated and required, shall include for the contractor’s establishment, infrastructure, overheads and all other charges, including taxes levied on day values of his sub-contractor’s work done and shall generally be inclusive of every cost and expense necessary for the proper execution and successful completion of the works under the contract, in conformity with the contract documents and the best engineering and construction practices and to the satisfaction of the Engineer-in-charge. The contractor shall be paid at the contract unit rates for the actual quantities of work carried out, excluding all replacement and rectification work, carried out by him under the contract.

The actual quantities of work carried out by the contractor shall be those which are measured in accordance with the dimensions shown on drawings to which the work shall be carried out and which quantities are certified by the Engineer-in-charge. The methods and modes of measurements shall be as stipulated in the schedule of quantities and its preamble and in other contract documents and as prescribed by the Bureau of Indian Standards (where such methods and modes differ between such documents and standards, the methods and modes as stipulated in the schedule of quantities and its preamble shall prevail). The amount, payable to the contractor for an item of work shall equal the actual quantity of work carried out by him for that item multiplied by the contract unit rate for that item.

**28.2 SCHEDULE OF QUANTITIES**

The quantities given in the schedule of quantities are provisional and are meant only to indicate the intent of the work and provide a uniform basis for tendering. The actual quantities of individual items can vary to any extent stated hereinafter from such provisional quantities subject to the overall variation being limited to as stipulated below. The contractor shall be paid for the actual quantities of work carried out by him, in accordance with sub-clause 28.1 above. The owner reserves the right to alter the scope of works and to increase or decrease any of the quantities or to totally omit any item of work and the contractor shall not be entitled to claim for or receive any extras or compensation of any kind whatsoever on these grounds, subject to the overall contract sum (the overall contract sum for this purpose shall mean the signed contract amount) not being varied by more than plus or minus twenty percent (± 10%). Should the variation in the overall contract sum exceed such limit of plus or minus twenty percent (± 10%), then the owner may consider to re-negotiate on or in respect of only that sum by which such limit of plus minus ten percent (± 10%) is exceeded, subject to such limit not being exceeded due to termination of contract in which case the matter shall be dealt with in accordance with stipulations of appropriate clause as applicable.

Any errors in description and or omission of any item in the schedule of quantities shall not vitiate this contract but shall be deemed to be a variation as applicable.

**29. TAXES, DUTIES, ETC.**

The Contract Price quoted for all works and other services or activities to be performed under the contract, inclusive of all duties and taxes, such as Excise Duty, Works Contract Tax, VAT, Royalty, Octroi, Service Tax, Labour Cess, Provident Fund, ESI, Freights and other local taxes and duties, levies etc. or any other cost payable for executing the works under the contract (hereinafter “Contract Price”) Contractor to pass on VAT input credit benefit to the Owner.

No claims on any account shall be entertained or allowed at any stage subsequently, unless there is a change in tax or levy imposed by statute after the date of opening of the tender and within the entire period of execution authorized by E-in-C for the project.

Service tax and the payments made due to any change in statute as above shall be reimbursed to the contractor on production of proof of payments made to the concerned authorities.

However all tax components to be shown separately.

**30. NOTICES, FEES, BYE LAWS, REGULATIONS**

The contractor shall comply with all government acts including the bye-laws or regulations of local authorities relating to the works in so far as construction, fabrication and installation activities are concerned and he shall obtain from the local authorities all permissions and approvals required for the plying of trucks, use of construction machinery, etc.

**31. LICENCES AND PERMITS**

All licenses and permits for the materials under government control and those required to be obtained by the contractor for the execution of his work, shall be directly obtained by the contractor. The contractor shall include in his rates for all transportation charges and for the other expenses that may be incurred in this connection and he shall indemnify the owner against all claims in this regard.

**32. ROYALTIES AND PATENT RIGHTS**

All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions for the carrying out of the works as described by or referred to in the drawings, specifications, schedule of quantities and other documents, shall be deemed to have been included in the contractor’s rates and the contractor shall indemnify the owner against all claims, proceedings, damages, costs and expenses which may be brought or made against the owner or to which he may be put by reason of the contractor infringing or being held to have infringed any patent rights to any such articles, processes and inventions. The contractor shall also include in his rates for the payment of all levies and royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, soil or any other materials required for the works and contractor shall submit proof of it to Engineer-in-charge on request.

**33. INSURANCE**

**33.1 INSURANCE POLICIES**

All insurance policies shall be taken in the name of the contractor and the original policies shall be submitted to the owner.

Before commencing the execution of works, the contractor, without limiting his obligations and responsibilities under this contract shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the owner to any person including any employee of the owner or a member of the general public, by or arising out of the execution of the works or in carrying out the contract. It shall be obligatory for the contractor to obtain the insurance cover under the following policies:

a. Contractor’s All Risk Insurance Policy to cover the following:

1. Entire contract value for the period of completion including defects liability period.
2. Third party insurance to cover for any damages to third party. This shall be up to the end of the defects liability period and shall include for any damage to the properties and or injury (including death) to the persons of the general/ public/ consultants/ owners personnel and anyone else deemed to be third party.
3. Civil commotion, riots, war and other disturbances.

b. Policy to cover contractor’s liability under Workmen’s Compensation Act 1923/ latest,

Minimum Wages Act 1948/ latest, Contract Labour (Regulation and Abolition) Act

1970/ latest and other relevant Acts listed elsewhere. This shall be for the period up to

Final completion of work, including the defects liability period.

c. Insurance cover against damage, theft or any other loss of all materials and

Equipment brought to site for which advance payment is claimed - Limit of liability not

Less than the value of such materials at any stage of the contract.

d. Owner materials and all materials supplied by the client/ owner for incorporation in the

Works.

The Contractor shall insure against all such liabilities and shall continue such insurance during the currency of the contract including defects liability period. Premium for all insurance policies shall be paid and borne by the contractor and shall not be reimbursable.

The contractor shall produce to the Engineer-in-charge all certificates of Insurance. These certificates shall be fully executed and shall state that the policies cannot be cancelled until ten (10) days after written notice of such cancellation has been given to the owner failing in this clause work order may be cancelled.

The contractor shall obtain written confirmation of similar certificates from all sub-contractors and thereby assume responsibility for any claims or losses to the owner resulting from failure of any of the sub-contractors to obtain adequate insurance protection in connection with their work.

**33.2 FAILURE TO INSURE**

If the contractor fails to comply with the terms of this condition, the owner may procure the insurance and deduct the expenses from the amount that may be or becomes payable to the contractor or may, at his option, refuse payment of any certificate to the contractor until the contractor complies with this condition.

**33.3. NO LIMIT TO LIABILITY**

In addition to the liability imposed by law upon the contractor for injury (including death) to persons or damage to property or his agents, which liability is not impaired or otherwise affected hereby, the contractor hereby assumes liability for and agrees to save the owner harmless and indemnifies him from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act of omission of the contractor, or indirectly employed by any of them or from the conditions of the premises or any part of the premises which is in the control of the contractor or any of his sub-contractors, or any one directly or indirectly employed by either of them or arising in any way from the work called for by this contract.

**34. CONTRACTOR’S SITE ORGANIZATION AND RESOURCES**

**a.PROJECT ENGINEER AND SUPERVISORY STAFF**

The contractor shall at his cost provide and ensure continued effective supervision of his work with the help of his project engineer, assisted by qualified experienced and competent engineers, supervisors and adequate staff, to the satisfaction of the Engineer-in-charge for the entire duration of the works. The contractor shall submit his proposed site organisation chart for the approval of the Engineer-in-charge. The project engineer of contractor shall be responsible for carrying out the work to the true meaning of the drawings, specifications, conditions of contract, schedule of quantities, the other contract documents and instructions and directions of the Engineer-in-charge. The instructions and directions given in writing to the project engineer or to any of his assistants at site by the Engineer-in-charge shall be deemed to have been given to the contractor officially. Attention is called to the importance of the contractor requesting for written instruction from the Engineer-in-charge before undertaking any work where Engineer-in-charge’s direction or instructions are required. Any such work done in advance of such instructions will be liable to be removed at the contractor’s expense and will not be paid for unless specifically approved by the Engineer-in-charge.

All key staff employed at site by the contractor shall be to the approval of the Engineer-in-charge. However, such approval shall not relieve the contractor of any of his contractual obligations. No staff including the project engineer and other technical supervisory staff shall be removed or transferred from the works without the prior written permission of the Engineer-in-charge who shall, however, have the authority to order the removal from site of any undesirable personnel. The contractor shall at all times be fully responsible for the acts, defaults and neglect of all of his representatives, agents servants, workmen and suppliers and those of his sub-contractors and nominated sub-contractors.

**b. MAN-POWER AND PLANT AND MACHINERY**

The contractor shall at his cost provide and install all equipment, materials, plant, electro mechanical hoists, ladders and scaffolding, necessary for the execution of the works and shall be functional at site till the completion of works or as directed by owner in conformity with the contract documents and to the satisfaction of the Engineer-in-charge. Also, all machinery, tools, trucks, form work material, man-power and everything else necessary for the proper and satisfactory execution and completion of the works in accordance with the contract document shall be provided by the contractor at his own cost.

 The contractor shall within two days of the award of contract submit a complete list of his man-power and plant and machinery for the approval of the Engineer-in-charge which approval however shall not relieve the contractor of any of his responsibilities, obligations and liabilities under the contract. The contractor shall augment his manpower and plant and machinery without extra cost to the owner whenever required or so directed by the Engineer-in-charge in order to conform to the approved construction programme for the achievement of milestones and virtual completion.

**c. SITE OFFICE ACCOMMODATION/ STORES**

The site office accommodation for the contractor shall be as per his own requirements and at his own cost, but shall be subject to the approval of the Engineer-in-charge regarding the location and size.

**d. SECURITY**

The contractor shall at his cost provide at all times adequate number of watchmen to guard the materials and equipment, to the satisfaction of the Engineer-in-charge. The contractor shall at all times be fully responsible for the security of all materials (including client supplied materials) and equipment on site, whether his own or those of any sub-contractor including nominated sub-contractor. Owner shall not be responsible for any loss due to theft, pilferage, fire accident or any other reasons, whatsoever.

**e. WATER AND SANITARY CONVENIENCES**

The owner shall provide all necessary drinking water at free of cost and contractor shall be permitted to use toilets at the site for the staff and all workmen. The contractor shall maintain such convenience in a clean orderly condition and shall clean, sanitize and deodorize the ground after their removal and meet all statutory requirements.

**f. SCAFFOLDING, STAGING, GUARD RAILS, BARRICADES**

The contractor shall at his cost provide scaffolding, staging, guard rails, barricades and safety barriers around, all excavations, openings and at all edges temporary stairs and other temporary measures required during construction. The supports for the scaffolding, staging guard rails, barricades and safety barriers and temporary stairs shall be strong, adequate for the particular situations, tied together with horizontal pieces and braced properly. The temporary access to the various parts of the area under construction shall be rigid and strong enough to avoid any chance of mishaps. The entire scaffolding arrangement together with the staging, guard rails, barricades and safety barriers and temporary stairs shall be to the approval of the Engineer-in-charge which approval shall not relieve the contractor of any of his responsibilities, obligations and liabilities for safety and for timely completion of the works.

**g. TEMPORARY LIGHTING**

The contractor shall make his own arrangement in respect of the provision of adequate lighting at all places where his workmen are engaged for carrying out the work in a proper safe and satisfactory manner.

**35. LABOUR REGULATIONS**

**a. 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/ latest, Employees Liability Act 1938/ latest, workmen’s Compensation Act 1923/ latest, Industrial Disputes Act 1947/ latest, the Maternity Benefit Act 1961/ latest, the Contract Labour (Regulation and Abolition) Act 1970/ latest and the Factories Act 1948/ latest 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 owner 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 existing or to be introduced at a future date during the currency of the contract. Insurance cover towards the above shall be affected by the contractor as called for elsewhere.

In general, in respect of all labour directly or indirectly employed in the works for the performance of contractor’s part of the agreement, 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 obtain valid license under the Contract Labour (Regulation and Abolition) Act 1970/ latest and the Contract Labour (Regulation and Abolition) Central Rules 1971/ latest and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work.

**b. PAYMENT OF WAGES**

The contractor shall pay to labour employed by him either directly or through sub-contractors in time wages not less than fair wages as defined in the appropriate labour regulations act. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the works, as laid down by the concerned local authorities.

**c. MODEL RULES**

The contractor shall at his own expense comply with or cause to be complied with, Model Rules for labour welfare framed by government or other local bodies from time to time for the protection of health (spraying of pesticides every day) and for making sanitary arrangements, malaria control and other such epidemics, etc., for workers employed directly or indirectly on the works and in the workers hutment area.

**d. SAFETY NORMS**

The contractor should strictly follow the safety guidelines as prescribed by Consultant / Engineer-in-Charge and 3rd party safety agency should also be strictly adhered.

In respect of all labour, directly or indirectly employed on the works for the performance and execution of the contractor’s work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Bureau of Indian Standards (iii) The Electricity Act (iv) The Mines Act and (v) Rules & Regulations and orders made there under and such other acts as applicable.

Precautions as stated in the safety clause are the minimum necessary and shall not preclude the contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor’s labour, the owner, consultant and Engineer-in-charge’s representatives or any member of the public or resulting in the death of any of these.

Protective gear such as safety helmets, safety boots, safety belts/ harness and safety nets, etc. shall be provided by the contractor at his own cost to all his manpower at site. The contractor shall impose such requirements on all sub-contractors also. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel working at site.

**FIRE PRECAUTIONS:** The contractors shall take all precautions and preventive measures against fire hazards at the site, in his stores, workshop, labour camp, etc. and shall assume full responsibility for the same.

**The entire site shall be tobacco free zone. Usage of tobacco shall not be allowed within the site.**

The Engineer-in-charge shall have the right to stop from working or impose fine to any person violating any of the clauses mentioned above.

In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the owner shall be entitled to do so and recover the costs thereof from the contractor. The decision of the consultant/ Engineer-in-charge in this regard shall be final and binding on the contractor.

**e. CHILD LABOUR**

The contractor shall not employ any labour less than 18 years of age on the job. If female labour is engaged the contractor shall make necessary provisions at his own expense for the safeguarding and care of small children and keeping them clear off the site of operations. No children shall be permitted on the construction site.

**36. CONTRIBUTION TOWARD EMPLOYEE BENEFITS, FUNDS, ETC.**

The contractor shall include in his rates for all expenses necessary to meet his obligations for making contributions toward employee benefits funds (such as Provident Fund, old age pension if any or any other benefits/ compensation payable by the contractor, etc.) in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the contractor and produced for scrutiny by the concerned authorities and the consultant / Engineer-in-charge whenever called for.

**37. SETTING OUT AND SITE SURVEYS**

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 his work, in conformity with the contract documents. The contractor shall establish his benchmarks and grid lines with reference to and in relation to the permanent benchmarks and boundary lines established at site. The contractor shall verify and co-relate all the survey data available at site before commencing his work and shall report any errors or inconsistencies to the Engineer-in-charge. Commencement of work by the contractor shall be regarded as his acceptance of the correctness of all survey and setting out data available at 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 the progress of the works, 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 of any of his responsibilities, obligations and liabilities under the contract.

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 works 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.

The contractor shall employ qualified surveyors to carry out all the survey and setting out works.

**38.DRAWINGS, SPECIFICATIONS, INTERPRETATIONS, ETC.**

After the contract agreement is signed, the contractor shall be furnished with three copies of the drawings or as mutually agreed and two copies of contract document without cost to him for his own use and for the use of his sub-contractors until the completion of the contract. Additional copies of drawings and other contract documents over and above the mutually agreed number of copies will be supplied on payment at actual cost basis.

**REFERENCE DRAWINGS:** The contractor shall maintain one set of all drawings issued to him as reference drawings. These shall not be used on site. All corrections, deviations and changes made on site shall be shown on these drawings for final incorporation in the completion drawings.

In general, the drawings shall indicate the dimensions, positions and type of construction, the specifications shall stipulate the qualities and the methods and performance criteria and the schedule of quantities shall indicate the provisional quantities and the rates for each item of work. However, the above documents being complementary, what is called for by any one shall be as binding as if called for by all.

In case of contradictory requirements between specifications and schedule of quantities, the requirements given in schedule of quantities shall prevail.

Special conditions being mainly an amplification of general conditions, they shall be read in conjunction with each other. In case of contradictions special conditions shall prevail over general conditions.

Any work indicated on the drawings and not mentioned in the schedule of quantities or specifications or vice versa, shall be deemed as though fully set forth in each. Work not specifically detailed, called for, marked or specified, shall be the same as similar parts that are detailed, marked or specified.

From time to time during the progress of the works the contractor will be issued with revisions of drawings as well as additional drawings and written instructions in connection with and necessary for the proper execution and successful completion of the works. All such revisions of drawings and additional drawings and written instructions shall be part of the contract documents and the contractor shall be bound to carry out the work that is shown and detailed on all such drawings and shall be bound to follow and comply with all such instructions.

All drawings and their subsequent revisions will be issued via listing on transmittals by the Engineer-in-charge to the contractor. The contractor shall maintain a drawing register listing all the drawings and their latest revisions. All superseded drawings shall be so stamped and withdrawn from circulation at the site. It shall be the responsibility of the contractor to ascertain and ensure that all the work is carried out in accordance with the latest revisions of the drawings issued to him. Should the contractor fail to do this, all the rectifications and remedial work that may be required to conform to the latest revision of the drawings shall be at the contractor’s cost.

Whenever it is mentioned in the conditions of contract, specifications and other contract documents that the contractor shall perform certain work or provide certain facilities, it is understood that the contractor shall do so at his own cost, unless otherwise provided in the schedule of quantities.

No deviations shall be made by the contractor, in the execution of his work, from the drawings, specifications, schedule of quantities and other contract documents. The consultant’s interpretation of these documents shall be final and binding on the contractor. Clarifications shall be issued only by the consultant, through the Engineer-in-charge. All the drawings issued from time to time by the Engineer-in-charge must bear the signatures and stamp of the consultant.

The contractor shall bring any errors or inconsistencies in the drawings and specifications to the attention of the Engineer-in-charge for interpretation or correction before proceeding with the affected portion of the works and no claims or losses alleged to have been caused by such discrepancies shall be entertained or allowed at any stage.

Local conditions which may affect the work shall likewise be brought to the attention at once of Engineer-in-charge. If at any time it is discovered that work which has been done or is being done is not in accordance with the approved drawings and specifications, the contractor shall correct the work immediately. Correction of such work shall be at the expense of the contractor and shall not form a basis for any claims for payment or extension of time. The contractor shall carry out all the rectification work only after obtaining approval for the same from the Engineer-in-charge.

No scaling of any drawing shall be done to obtain the dimensions. Figured dimensions on the drawings shall be used for carrying out the work. Drawings with large scale details shall take precedence over small scale drawings. Where any drawings and details have not been provided but are necessary for the execution of the work, it shall be the responsibility of the contractor to seek these drawings and details in writing from the Engineer-in-charge at least four weeks prior to the latest date by which the contractor needs these drawings and details to suit the programmed execution of the works. No extension of time shall be allowed for any delays caused due to the contractor’s failure to seek such details.

All drawings, schedule of quantities, specifications and other contract documents and all copies thereof furnished by the consultant are his property. They shall not be used on any other work and shall be returned to him at his request or at the completion of the contract.

**39.ASSIGNMENT AND SUB-LETTING**

The contractor shall not assign this contract or sub-let any part of the works without the written consent of the Engineer-in-charge. Any permission to sub-let parts of the works shall not relieve the contractor from any of his responsibilities, obligations and liabilities under this contract, including disorderly conduct by the sub-contractors.

**40.SEPARATE CONTRACTS**

The owner reserves the right to let other contracts in connection with the project works. The contractor shall afford other contractors reasonable opportunity for their access to the project works, for the storage of their materials and for the execution of their work, or if specified give assistance to such contractors for such purposes as are specified. The contractor shall properly connect and coordinate his work with that of the other contractors. If any part of the contractor’s work depends for proper execution or results upon the work of any other contractor, the contractor shall inspect and promptly report to the Engineer-in-charge any defects in such work that render it unsuitable for such proper execution and results. The contractor’s failure to so inspect and report shall constitute an acceptance of the other contractor’s work as fit and proper for receiving the work of the contractor.

**41. CO-ORDINATION OF WORK**

At the commencement of work and from time to time, the contractor shall confer with other contractors, sub-contractors, persons engaged on separate contracts in connection with the project works, the suppliers, and with Engineer-in-charge for the purpose of the co-ordination and execution of various phases of the project works. The contractor shall determine and ascertain from the other contractors, sub-contractors and persons engaged on separate contracts, in connection with the project works, the extent of all chasing, cutting and forming of all openings, holes, details of all inserts, sleeves, etc. that are required to accommodate the various services.

The contractor shall determine and ascertain the routes of all services and the positions of all floor and wall openings, outlets, traps, the details of all inserts, equipment and services and shall carry out the construction and making good of all “builder’s work” in accordance with and as shown, described and or measured in the drawings, specifications, schedule of quantities and other contract documents. Also, the contractor shall ensure that all required services, inserts, sleeves, embedment, etc. are in place/ position before he proceeds with his work. Should the contractor fail to comply with these requirements and the consequence of such failure necessitates the breaking, re-doing and making good of any work, then the cost of all such breaking, re-doing and making good of any work shall be to the account of the contractor and shall be borne by him. No breaking and cutting of completed work shall be done unless specifically authorised in writing by the Engineer-in-charge. No work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work, as determined by the Engineer-in-charge.

**42. MATERIALS, WORKMANSHIP, STORAGE, INSPECTIONS, ETC.**

**42.1 Materials and Workmanship**

All materials and equipment to be incorporated in the works shall be new. The materials, equipment and workmanship shall be of the best quality of the specified type, in conformity with contract documents and the best engineering and construction practices and to the complete satisfaction of the Engineer-in-charge. This requirement shall be strictly enforced at all times and stages of the works and no pleas whatsoever shall be entertained on the grounds of anything to the contrary being the prevailing practice. The contractor shall immediately remove from the works any materials, equipment and or workmanship which, in the opinion of the Engineer-in-charge, are defective or unsuitable or not in conformity with the contract documents and best engineering and construction practices and the contractor shall replace such rejected materials, equipment and or workmanship with proper, specified and approved materials, equipment and or workmanship, all at his own cost within a period of 7 (seven) days from the date of issuance of such notice. The contractor shall, whenever required to do so by the Engineer-in-charge, submit satisfactory evidence and necessary test results as to the kind and quality of the materials and equipment.

**42.2 Special Makes of Brands**

Where special makes or brands are called for, they are mentioned as a standard. Others of equivalent quality may be used provided that consultant considers the substituted materials as being equivalent to the brand specified and approval for the use of such substituted materials is obtained in writing from the consultant through the Engineer-in-charge. Unless substitutions are approved by the consultant, no deviations from the specifications and other contract documents shall be permitted.

Alternative equivalent brands if suggested by contractor during construction may be considered provided the suggested brand fully meets the requirements and subject to the conditions of contract and is acceptable to the Engineer-in-charge.

**42.3 Proper Scheduling and Delivery of Materials**

All materials and equipment shall be scheduled and delivered so as to ensure a speedy and uninterrupted progress of the work and the same shall be properly stored. Where after permission has been sought and obtained from the Engineer-in-charge, any material or equipment is kept on any portion of the structure, this shall be done in such a manner as to prevent any overloading whatsoever of the structure, to the complete satisfaction of the Engineer-in-charge. The cost associated with any damage to any portion of the structure in this respect shall be to the account of the contractor and shall be borne by him.

**42.3 List of Materials**

Within one week of the signing of the contract agreement, the contractor shall submit for the approval of the consultant and the Engineer-in-charge a complete list of all materials and equipment the contractor and his sub-contractors propose to use in the works, of definite brands or makes, which differ in any respect from those specified, or the particular brand where more than one is specified as standard. The contractor shall also list items not specifically mentioned in the contract documents but which are reasonably inferred and are necessary for the proper execution and successful completion of the works.

**42.4 Storage of Materials and Equipment at site**

The contractor shall, at his own cost, provide adequate storage sheds and yards at site, at locations approved by the Engineer-in-charge, for all materials and equipment that are to be incorporated in the works. This shall be for all the materials and equipment, supplied by the contractor or any sub-contractor. In addition to being water-tight and weatherproof, the storage facilities shall be of such a manner that all the materials and equipment are adequately protected in every way from any deterioration or contamination or damage whatsoever and to the complete satisfaction of the Engineer-in-charge.

Should any of the materials or equipment deteriorate or be contaminated or damaged in any way due to improper storage or for any other reason, such materials and equipment shall not be incorporated in the works and shall be removed forthwith from the site and the replacement of all such materials and equipment shall be entirely at the cost and expense of the contractor. The contractor shall be responsible for also providing, at his own cost, proper and adequate security for all the materials and equipment stored at site so as to prevent any theft, pilferage, etc.

Should delays be caused on account of removal and replacement of any materials or equipment or on account of any lack of security, the contractor shall not be entitled to any extension of time.

Wherever applicable the storage of materials shall be in accordance with the relevant Indian Standard specifications.

Cement storage capacity of contractor shall be adequate to store substantial quantity of cement, keeping in view the schedule of work.

Coarse and fine aggregates shall be stored over hard concrete base or paved brick platforms. Reinforcement bars shall be stored diameter-wise over raised sleepers and protected from rain in suitable manner as approved by the Engineer-in-charge.

**42.6 OWNER SUPPLIED MATERIALS**

The owner reserves the right to supply any material at site at one point being contractor’s godown/ yard. These spaces shall be at locations and sizes jointly worked out by the contractors, E-in-C and owner.

For materials supplied by the owner, contractors shall work out the quantity of materials required and shall indent the same well in advance or as per mutually agreed periodicity.

The supply of materials by the owner shall be in the godown/ yard of the contractor. In the event that these materials cannot unloaded at contractor’s godown/ yard due to logistics, insufficient space, etc., then materials shall be unloaded at appropriate place as deemed fit by the owner. Shifting of materials from such temporary spaces/ places to the work place of contractor’s godown shall be done by the contractor at his own cost and risk.

The quantity of requirement for consumptions shall be based on the indents raised by the contractor with mutually agreed lead time for procurement and periodicity. The owner there upon shall procure such quantities of materials indented and issue the same to the contractors. Any excess materials indented after considering the wastages indicated elsewhere in the tender, shall be recovered at highest purchase cost (landed at site) with a markup of 25%.

The contractor shall be fully responsible for the safe custody including preservation and stacking of materials supplied to him by the owner for incorporation in the works. The onus of testing of all owner supplied materials shall rest with the contractor; the cost shall be borne by the contractor.

The contractor shall return all scraps, wastage, unused left over materials at designated storage points indicated by owner/ consultant, neatly stacked and accounted for any point before certification of pre-final bill.

**42.7 Right type of Workmen, Plant and Machinery, Jigs, Tools, etc.**

The contractor shall employ the right type of workmen, plant and machinery, jigs, tools, etc. to fabricate and or install all materials and equipment. They shall be fabricated and or installed without any damage and in accordance with the manufacturer’s instructions and manuals and to the satisfaction of the Engineer-in-charge.

**42.8 Inspection**

All materials, equipment and workmanship shall be subject to inspection, examination and testing at all times and stages during construction, manufacture and or installation, by the Engineer-in-charge, consultants and they shall have the right to reject and order the removal and replacement of any defective material, equipment and or workmanship or require its correction and rectification. The contractor shall not proceed with any operation or sequence or trade of the works until the previous operation or sequence or trade has been inspected and approved by the consultant/ Engineer-in-charge.

No embedded items or any other work shall be covered up unless these have been inspected and approved by the Engineer-in-charge. The onus shall be on the contractor to get such inspections carried out and obtain such approvals. Should the contractor fail to comply with these requirements, then all additional or redoing of work necessitated as a consequence thereof shall be at the contractor’s cost and expense. No inspection or approval shall relieve the contractor of any of his responsibilities, obligations and liabilities under the contract. No defective workmanship shall be repaired or patched up in any way without inspection and direction of the Engineer-in-charge.

Rejected workmanship shall be corrected and rectified and rejected materials and equipment shall be removed and replaced with proper, specified and required materials and equipment by the contractor to the approval and satisfaction of the consultant and Engineer-in-charge. The cost of all such correction and rectification and such removal and replacement shall be to the account of the contractor and shall be borne by him and also, the contractor shall be responsible for all delays in this regard.

The contractor shall furnish promptly and without any charge, all facilities, access, labour, materials, plant and tools required and necessary for enabling the Engineer-in-charge, consultants to carry out inspections and tests in a safe and convenient manner.

**42.9 Testing**

All the tests on materials, including those that are supplied by owner, equipment and workmanship that shall be necessary in connection with the execution of the work, as decided by the Engineer-in-charge and as called for in the contract documents, shall be carried out at the cost of the contractor at the place of work or of manufacture or fabrication or at site or at an approved testing laboratory or at all or any such places. The contractor shall provide all assistance, instruments, machines, labour and materials as are required for the examining, measuring and testing as described above and all expenses connected with the tests and as described above shall be borne by the contractor.

**42.10 Test Certificates**

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

**42.11QUALITY ASSURANCE**

The contractor shall establish an effective quality control system and implement same through a special cell consisting of qualified experienced engineers and technical personnel to enforce quality control on all items of work at all stages. The details of same shall be furnished as called for.

**43. SAMPLES, SHOP DRAWINGS**

After the award of the contract, the contractor shall furnish for the approval of the consultant through Engineer-in-charge, all samples of materials and shop drawings called for in contract documents or required by the Engineer-in-charge. The samples and shop drawings shall be delivered as directed by the Engineer-in-charge. No extra payment shall be due to the contractor for submission of material sample and preparation of shop drawings. A schedule giving dates of the submission of samples and shop drawings shall be included in the time schedule.

**43.1SAMPLE:**Samples**/** materials approved by Engineer-in-charge, consultant/ owner shall be kept at site under safe custody of Engineer-in-charge and on completion of the work handed over to owner.

**43.2 SHOP DRAWINGS:** The contractor shall submit shop drawings to the consultants through Engineer-in-charge for scrutiny and approval. Shop drawings shall be submitted generally for those items of works as indicated in the BOQ and Technical Specifications. The contractor shall submit catalogues, manufacturers’ drawings, equipment characteristics data and performance charts, etc., as required by Engineer-in-charge.

**44. CONSTRUCTION PROGRAMME AND PROGRESS REPORTS**

**44.1 Integrated Programme Chart**

The contractor shall prepare integrated programme charts for the execution of the works, showing clearly all the activities of work required to be carried out from the commencement of the works up to their completion, with details of manpower and plant and machinery required for the fulfillment of the programme and submit the same for approval to the Engineer-in-charge within 2 weeks of the award of contract. Such programme charts shall be based upon and be within the parameters and time schedules enumerated in the master programme prepared by the Engineer-in-charge for the execution and completion of the overall projects works.

The programme chart of the contractor shall incorporate the milestones shown in the master programme and shall include the following:

a. Descriptive notes explaining the sequence of various activities.

b. Construction materials - status and mobilisation programme (fortnightly) for next fortnight.

c. Schedule of submissions by the contractor of samples and shop drawings.

d. Progress digital photographs (fortnightly)

Every week, or sooner if required by the Engineer-in-charge, the approved programme charts shall be reviewed in relation to the actual progress of 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 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 works within the time stipulated for completion.

The submission to and approval by the Engineer-in-charge of such programme or the furnishing of such particulars shall not relieve the contractor of any of his responsibilities, obligations and liabilities under the contract.

**44.2 Site Register and Daily Reports**

The contractor shall submit daily site reports to the Engineer-in-charge in a prescribed format. The contractor shall also maintain at the site a works diary showing an accurate record of the progress of the work item-wise, the number of men employed under each trade, plant and machinery at site, the weather, temperature and other aspects having a bearing on the work. The works diary shall be made available for inspection by the Engineer-in-charge whenever called for.

**44.3 Weekly Progress Report**

The contractor shall submit in duplicate to the Engineer-in-charge, in a format approved by the Engineer-in-charge, a weekly report giving an accurate record of the progress of the work, the number of men employed in each trade, list of plant and machinery at site, the weather, temperature, visitors to the site and any other events influencing the progress of the work. Photographs shall be submitted along with all such reports, pictorially demonstrating the progress of the work, every fortnight.

**45. BUREAU OF INDIAN STANDARDS**

A reference made to any Indian Standard specifications in the contract documents shall imply reference to the latest version of that standard, including such revisions/ amendments as may be issued, during the currency of the contract, by the Bureau of Indian Standards and the corresponding clause/s therein shall hold valid in place of those referred to. The Contractor shall keep copies of all latest publications of relevant Indian Standard specifications applicable to the works at site, as listed in the specifications.

Amendments to BIS codes announced before finalisation of contract shall be followed. Financial implications if any, due to same, will be taken into consideration.

**46. TOLERANCES**

The contractor shall exercise every care to ensure that all structural members are plumb and true to line level and dimensions called for on the drawings, for the purposes of structural requirements as well as in order to receive finishes, equipment and similar items. The details of the finishing items are based upon allowing tolerances as per the most stringent requirements laid down in the contract documents/ Indian Standard specifications/ Best Trade Practices and the limits of tolerances shall be in strict conformity with such Documents and Standards. Any variations beyond such limits shall require, in accordance with the directions and to the approval of the Engineer-in-charge, rectifications in the structural members and or wall openings or the remaking or replacing of the finishing elements and or equipment, fabricated to fit into the openings or spaces shown on the drawings. All such rectification or remaking or replacing of work shall be carried out by the contractor at his own cost and expense and he shall be responsible for all delays in this regard. All such costs and expenses shall be recovered from the contractor and shall be deducted by the owner from any money that may be payable or that may become payable to the contractor.

In case of separate contracts and nominated sub-contracts, the contractor or sub-contractor whose work does not conform to the dimensions and limits of tolerances specified in the contract documents and or the Indian Standard specifications shall be liable for all costs and expenses incurred for rectifications and or replacements of any other contractor’s and or sub-contractor’s work required, in accordance with the directions of the Engineer-in-charge, for the proper installation of the finishing elements and or equipment, and or for this respect shall be final and binding on the contractors and sub-contractors, from the pertinent contractors and sub-contractors and shall be deducted by the owner from any money that may be payable or that may become payable under the contract to such pertinent contractors and sub-contractors.

**47. PROTECTION AND CLEANING OF WORKS AND CLEARING OF SITE**

**47.1 Protection of Works**

The contractor shall take full responsibility for the proper care and protection of the works from commencement of work till completion and handing over of work to Engineer-in-charge. The contractor shall protect and preserve the works in every way from any damage, fire or accident, including by providing temporary roofs, boxing, suitable nets to protect against falling particles or other construction as required by the Engineer-in-charge. This protection shall be provided for all property on the site as well as adjacent to the site. The contractor shall adequately protect to the satisfaction of the Engineer-in-charge, all the items of finishing work to prevent any chipping, cracking, breaking of edges or any damage of any kind whatsoever and to prevent such work from getting marked or stained or dirty. Should the contractor fail to protect the works or any part thereof and should any damage be caused to the same, the contractor shall be responsible for all replacement and rectification, as directed by the Engineer-in-charge and all costs and expenses in connection with such replacement and rectification shall be to the account of the contractor and shall be borne by him.

The contractor shall in connection with the works provide and maintain at his own cost all lights, security guards, fencing and anything else necessary for the protection of the works and for the safety of the public and everyone associated with the works, all to the approval and satisfaction of the Engineer-in-charge.

All operations necessary for the execution of the works shall be carried out so as not to interfere with the convenience of the public, or with the traffic, or the access to use and occupation of public or private roads and foot paths or of properties whether in the possession of the owner or of any other person. The contractor shall save harmless and indemnify the owner in respect of all claims, proceedings, damages, costs, charges, and expenses whatsoever arising out of or in relation to any such matters.

**47.2 Cleaning of Works and Clearing of Site**

The contractor shall maintain the site and all works thereon in neat, clean and tidy conditions at all times. The contractor shall properly clean the work as it progresses and shall remove all rubbish and debris from the site at all levels on daily basis and as directed by the Engineer-in-charge.

Just prior to the virtual completion of the works, or whenever so directed by the Engineer-in-charge, the contractor shall carry out all the work necessary to ensure that the site is clear and the works are clean in every respect, the surplus materials, debris, sheds and all other temporary structures are removed from site, the areas under floors are cleared of rubbish, the gutters and drains are cleared, the doors and sashes are eased, the locks and fastenings are oiled, all electrical, plumbing and other services are tested and commissioned, the keys are clearly labelled and handed to the Engineer-in-charge, so that at the time of virtual completion the whole site and the works are left fit for immediate occupation and use, to the approval and satisfaction of the Engineer-in-charge.

Should the contractor fail to comply with the cleaning requirements, whether progressively or before completion, or fail to clear the site as directed and required, then the Engineer-in-charge, after giving due notice in writing to the contractor, shall have the right to employ other persons or agencies to carry out the cleaning and or clearing work and all costs incurred on such work shall be recovered from the contractor and shall be deducted by the owner from any money that may be payable or that may become payable to the contractor.

**47.3 Debris Chute**

Contractor at his own cost shall construct a closed chute meant for dumping debris generated during construction activities. Chute shall be dismantled and cleared before handing over the site. Debris collected shall be cleared off the site at regular intervals in order to keep the site free of debris.

**48. METHOD OF MEASUREMENT**

For measuring of all work, the standard method of measurement in accordance with the standards laid down by Bureau of Indian Standards (IS: 1200 - latest version) shall be followed. However, if definite methods of measurements are stipulated in the schedule of quantities or other documents, then the same shall supersede BIS methods and shall be followed. In the event of any dispute with regard to the method of measurement of any work, the decision of the consultant/ Engineer-in-charge shall be final and binding and no extra claims shall be entertained or allowed at any stage in this regard. Where measurements and or levels need to be verified and recorded by the Engineer-in-charge prior to the contractor proceeding with the work, the onus shall be on the contractor to get such measurements and or levels verified and recorded by the Engineer-in-charge.

**49. COVERING UP**

The contractor shall give at least seven working days clear notice to the Engineer-in-charge before covering up any of the work in foundations or any other such areas in order that proper measurements may be taken of the work as executed. In the event of the contractor failing to provide such notice he shall, at his own expense, uncover such work as required to allow the measurements be taken and thereafter shall reinstate the work to the satisfaction of the Engineer-in-charge.

**50. PAYMENTS AND SECURED ADVANCE**

**50.1 Payments for Executed Work**

a. The bill shall be duly supported by detailed measurements and sketches as required, if the bills are not submitted along with the supporting documents consisting of but not limited to reconciliation statement for owner supplied materials, supporting checklists, drawings showing coloured portions for which bill is claimed, joint measurement records, etc., then the date of submission of all relevant supporting documents would be considered as date of submission of bill.

The contractor on submitting the bill is entitled to receive payment proportionate to the part work thereof executed to the satisfaction of the Engineer-in-charge whose certificate of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim nor shall it conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

The final bill shall be submitted by the contractor within one month of the date of the certificate of completion of the work or of the date of the certificate of completion furnished by the Engineer-in-charge and payment shall be made within a period of as stipulated elsewhere in the document.

The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do this his claim shall be deemed to have been fully waived and absolutely extinguished.

No further claim shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

b. From every interim bill, a sum equal to five percent (5%) of the value of work done shall be deducted and held as retention money by the Engineer-in-charge. 50% of the retention money shall be released to the contractor after virtual completion of work against submission of Bank guaranty equal to 5% of retention money.. The balance 50% shall be released along after the expiry of the defects liability period. Such amounts withheld, as retention money by the Engineer-in-charge shall not carry any interest over the principle amount what so ever.

c. The contractor shall submit all bills in the approved format (hard and soft copies) duly supported by detailed measurements and the charges in the bills shall always be entered at the rates specified in the contract or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

All payments due under the contract shall be paid within 15 days of bill certification by means of crossed cheque to the contractor account payee only.

**51. WITHHOLDING OF PAYMENTS**

The Engineer-in-charge may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the owner from loss on account of the following:

1. Defective work pointed out by the consultant and Engineer-in-charge and not remedied by the contractor.
2. Failure of the contractor to make payments properly and regularly to his own workers, to his sub-contractors, to his suppliers, or to nominated sub-contractors.
3. Damage by the contractor to the work of other contractors or sub-contractors.
4. A reasonable doubt that the contract cannot be completed for the balance unpaid amount.
5. A reasonable doubt that the contractor intends to leave work/items incomplete.
6. Failure of the contractor to execute the works in conformity with the contract documents.
7. Failure of the contractor to meet or keep up with the approved construction programme and the milestone events.
8. Failure of the contractor to comply with and fulfil all contractual obligations and liabilities stipulated in the contract documents.
9. Poor housekeeping.
10. Not adhering to safety norms.

**52. RECTIFICATION OF IMPROPER WORK NOTIFIED BY AUTHORITIES**

If it shall appear to the consultant or Engineer-in-charge that any work has been executed with unsound, imperfect or unskilful workmanship or with materials of any inferior description to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing forthwith rectify or remove and reconstruct the work so specified in whole, or in part as the case may require remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost.

**53. VARIATIONS, ADDITIONS, DELETIONS IN THE WORKS**

If at any time during the execution of the works, it is deemed expedient or necessary by the Engineer-in-charge, on the written instructions of the consultant, to order materials or work of a different description or nature from that specified, or to alter their situation, or vary the form or dimensions of the works or of any part thereof, or to substitute one class of work for another, or to change the sequence for the different portions of work to be executed, he shall have full powers to do so and to order and direct any such variations or additions or deletions in the works.

 Such variations or additions or deletions in the works shall not annul this contract in any way. The time for the completion of the work shall be extended in proportion that the altered, additional, substituted work bears to the original contract work as certified by Engineer-in-charge.

The rates for all additional, altered or substituted work shall be determined in accordance with the following provisions and order of precedence:

a. If the rates for the additional, altered or substituted work are specified in the contract for the works, the contractor is bound to carry out the additional, altered or substituted work at the same rates as those specified in the contract.

b. If the rates for the additional, altered or substituted work are not specifically provided in the contract for the works, then such rates shall be derived from the rates that are specified for a similar class of work in the contract. The Engineer-in-charge’s interpretation as to what is a similar class of work and his decision on the method in which the rate is to derived shall be final and binding on the contractor.

c. If the rates for the additional, altered or substituted work cannot be determined in the manner specified in sub-clauses (a) and (b) above, then the rates for such work shall be determined on the basis of required consumption of materials and required use of labour and plant and machinery, as detailed below:

1. Cost of materials supplied by the contractor, at prevailing market rates, actually

Incorporated in the work.

1. Cost of labour actually used at the site on the work, at prevailing rates of labour.
2. 3%(Three percent) for plant, tools & tackles and machineries etc.,
3. 10% (Ten percent) of the actual costs in respect of (i), (ii) and (iii) towards

Contractor’s establishment, safety, overheads and profit. Applicable taxes will be paid

At the prevailing rate.

But if the contractor and the Engineer-in-charge cannot agree on a rate as determined in accordance with this sub-clause, then the Engineer-in-charge may order and direct the work to be carried out by such other persons or agencies as he may think fit and such other persons or agencies shall be permitted by the contractor to enter upon the works for the purpose of carrying out such work. The contractor shall not be entitled to any payment whatsoever in connection with such work.

The contractor should submit the analysis before commencement of works or within 7 days from the date of instruction given to him. Before any extra work or work of an altered value or class is undertaken by the contractor, he shall procure an order in writing from the Engineer-in-charge for carrying out such extra or variation work. The contractor shall not be entitled to any payment for such extras or variations unless he produces the written order for the same. The contractor shall not be entitled to plead that the Engineer-in-charge did not provide such written order, as it is to be distinctly understood that the responsibility for obtaining such order shall be that of the contractor.

**Note :**The KSSFCL will not accept any price / cost escalation whatever may be the reason other than the price / rate agreed in the work order.

The contractor shall not be entitled to any other rates than the rates in the contract for the works on any plea that the work was in a different position, or of a different class from or in a more difficult position than that shown on the drawings or described in the specifications or schedule of quantities or carried out under circumstances not contemplated in the specifications or schedule of quantities or other contract documents, or for any other such reason.

The contractor shall at monthly intervals submit to the Engineer-in-charge an account giving particulars, as full and detailed as possible, of claims for any variations or additional work ordered in writing by the Engineer-in-charge and which the contractor has executed during the preceding month.

The Engineer-in-charge shall after carrying out the necessary checks in accordance with the terms of the contract, reject or alter or certify as the case may require, such claims. No claim for any such work will be considered which has not been included in such particulars. Any claim not included in the final bill shall be deemed to have been waived.

VIRTUAL COMPLETION OF WORKS

The works shall be considered as virtually complete only upon fulfilment of the procedure laid down in relevant clause and only after the works have been completed in every respect in conformity with the contract documents and after all the systems and services have been tested and commissioned and after the site has been cleared and the works cleaned as called for and when the Engineer-in-charge has certified in writing that the works are virtually complete. The defects liability period shall commence from the date of such certificate of virtual completion.

Before virtual completion, should the owner decide to occupy any portion of the works or use any part of any equipment, the same shall not constitute an acceptance of any part of the works or of any equipment, unless so stated in writing by the Engineer-in-charge.

Prior to the issue of the virtual completion certificate, the contractor shall submit and hand-over to the Engineer-in-charge the keys to all locks, all operation and maintenance manuals for systems and services, any spares called for in the contract and everything else necessary for the proper use and maintenance of the works complete with all systems and services.

**55. TIME FOR COMPLETION**

**55.1 Time - Essence of Contract**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be of the essence of the contract and shall be reckoned from the date of commencement of work. The work shall be carried out with due diligence throughout the stipulated period of the contract. The contractor shall prepare a time schedule keeping in view the completion period stipulated for specific portions of work and also the overall completion time and submit the proposed schedule for the approval of the Engineer-in-charge.

**55.2 No Compensation for Delays**

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or in executing or in completing the works, whatever might be the cause of the delay. Such delays shall include but not be limited to delays for which extension of time may be granted or delays arising out of modification to the work entrusted to the contractor or in any sub-contracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other buildings materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever, no claim in respect of compensation or otherwise, as the result of extension granted under above clause shall be admitted.

**56. PROPRIETARY OF EXECUTED WORK**

All executed work, whether in part or in whole, shall be the exclusive property of the owner. The contractor or any of his sub-contractors or their employees or workmen shall not be entitled to the use of any such work except for the purpose of carrying out under the contract. The owner shall have the right to occupy and take over the works or any part thereof at any time during the progress of the works or upon their completion, irrespective of any pending claims or disputes that the contractor may have against the owner..

**57. INDEMNITY**

The contractor shall indemnify the owner from and against all actions, suits claims and demands brought or made against the owner in respect of any matter or thing done or omitted to be done by the contractor or any of his sub-contractor(s) or nominated sub-contractor(s) or their employees or workmen in the execution of or in connection with the works of this contract and against any loss or damage to the owner in consequence of any action or suit being brought against the Contractor or any of his sub-contractor(s) or nominated sub-contractor(s) or their employees or workmen for anything done or omitted to be done in the execution of the works under this contract.

**58. CORRECTION OF WORK BEFORE VIRTUAL COMPLETION OF WORKS**

The Engineer-in-charge, consultant and consultants and representative of owner shall jointly conduct an extensive inspection just prior to the virtual completion of the works and shall prepare a list of materials, equipment and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the contract documents. The contractor shall promptly remove, replace, re-execute, rectify and make good, to conform to the requirements stipulated in the contract documents and to the satisfaction of all concerned, all such materials, equipment and or workmanship/ items included in the said list and the contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other contractors destroyed or damaged by such removal, replacement, re-execution, rectification and making good. If the contractor fails to remove, replace, re-execute, rectify and make good the rejected materials equipment and or workmanship within a reasonable time, fixed by written notice, Engineer-in-charge may employ and pay other persons or agencies to carry out such removal, replacement, re-execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental thereto shall be recovered from the contractor and shall be deducted by Engineer-in-charge from any money that may be payable or that may become payable to the contractor.

**59. DEDUCTIONS FOR UNCORRECTED WORK**

If the Engineer-in-charge, deems it inexpedient to get corrected or rectified any work of the contractor which is defective or damaged or of substandard quality or is generally not in accordance with the contract documents, then an equitable and appropriate deduction shall be made therefore from the contract sum and the Engineer-in-charge’s decision in this respect shall be final and binding on the contractor.

Furthermore if, by reason of any accident, or failure, or other event occurring to, in or in connection with the works, or any part thereof, either during the execution of the works or during the defects liability period, any remedial or other work or repair shall, in the opinion of the Engineer-in-charge, be urgently necessary for the safety of the works and the contractor is unable or unwilling to immediately do such work or repair, the owner may employ and pay other persons or agencies to carry out such work or repair as the Engineer-in-charge may consider necessary. If the work or repair so done by other persons or agencies is work which, in the opinion of the Engineer-in-charge, the contractor was liable to do at his own expenses under the contract, then all expenses incurred by the owner in connection with such work or repair shall be recovered from the contractor and shall be deducted by the owner from any money that may be payable or that may become payable to the contractor.

**60. LIQUIDATED DAMAGES**

The contractor shall pay the owner 1 (One) percent of contract sum per week of delay, limited to Five percent. 1.5 (One and half) percent of the contract sum by way of liquidated damages for each week that the works remain incomplete in any way whatsoever after the contract date for virtual completion of the works Extension of date completion (if any) is granted for completing the balance works only. LD will be calculated based on the date of completion in the work order only, unless & otherwise clarified in writing by MD of IMTMA. The liquidated damages stated above shall be applicable separately for each phase of completion called for subject to limitation on total amount as specified above.

**61. GUARANTEES**

Besides the guarantees required and specified elsewhere in the contract documents, the contractor shall in general guarantee all work executed by the contractor and the sub-contractors and nominated sub-contractors for a period of one year from the date of issue of the virtual completion certificate. Those parts of the works or equipment or installations, for which extended guarantee periods are stipulated elsewhere in the contract documents, shall be guaranteed for such periods that are so stipulated. The duration of the defects liability period, unless specified otherwise, shall be the extent or length of such guarantee periods.

Where, during such guarantee periods as mentioned above, any material or equipment or workmanship or generally any item of work fails to comply or perform in conformity with the requirements stipulated in the contract documents or in accordance with the criteria and provisions of the guarantee, the contractor shall be responsible for and shall bear and pay all costs and expenses for replacing and or rectifying and making good such materials, equipment, workmanship and items of work and in addition, the contractor shall be also responsible for and shall bear and pay all costs and expenses in connection with any damages and or losses suffered as a consequence of such failure.

All guarantee required under the contract shall be in the format approved and submitted to the Engineer-in-charge by the contractor when requesting certification of the final bill.

**62. DEFECTS LIABILITY**

**62.1 Maintenance by Contractor during Defects Liability Period**

All defective items of work and defects noticed and brought to the attention of the contractor 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. In this connection the contractor shall, during the defects liability period, maintain at all times at site a crew of supervisory staff and adequate number of workmen of appropriate trades. The contractor shall replace and or rectify and make good, at his own cost and to the satisfaction of the Engineer-in- charge, all defective items of work and defects arising, in the opinion of the Engineer-in-charge, from materials, equipment and or workmanship not performing or being in accordance with the drawings or specifications or schedule of quantities or the instructions of the Engineer-in-charge or other contract documents or the best engineering and construction practices and which may appear or come to notice within one year after virtual completion of the works that is within the defects liability period of one year from the date of issue of the virtual completion certificate.

 The contractor shall be also liable for all costs associated with damages and or losses which are a consequence of such defective items of work and defects and such costs shall be recouped by Engineer-in-charge from the contractor and shall be recovered from the retention held and or from the contractor’s final bill (if the final bill has not been certified and paid for at the time).

In respect of those parts of the works for which extended guarantee periods are stipulated elsewhere in the contract documents, the defects liability period for such parts of the works shall be up till the end of the respective guarantee period that is stipulated for each such part.

**63. FINAL COMPLETION OF WORKS**

The works shall be considered as finally complete at the end of the defects liability period subject to the contractor having replaced and or rectified and made good all the defective items of work and defects in accordance with clause above, to the satisfaction of the consultant and provided that the contractor has performed all his obligations and fulfilled all his liabilities under the contract and when the Engineer-in-charge has certified in writing that the works are finally complete. Such final completion in respect of those parts of the works, for which extended guarantee periods are stipulated elsewhere in the contract documents, shall be achieved at the end of such stipulated guarantee periods.

**64. FORCE MAJEURE**

The right of the contractor to proceed with the work shall not be terminated because of any delay, subject to the time limits set forth in this clause, in the execution of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, or the sub-contractors, defined under force majeure, as acts of god, or that of the public enemy, restraints of governing states, fires, floods and unprecedented extreme weather.

If the contractor is wholly prevented from the performance of the contract for a period in excess of 30 (thirty) consecutive days because of a force majeure, the owner may terminate this contract by 15 (fifteen) days written notice delivered to the contractor and if the period of the force majeure exceeds 120 (one hundred and twenty) consecutive days, the contractor may terminate this contract by 15 (fifteen) days written notice to the owner.

In the event this contract is so terminated, the contractor shall be paid for the costs of the work actually executed up to the date of termination. Such costs shall not include for loss of profits or for any other expenses of the contractor or sub-contractors such as salaries or wages of the employees or workers, hire charges for plant and machinery, expenses towards maintenance of establishment, or any other expense. Failure to agree on an equitable settlement shall be deemed to be a dispute.

**65. SUSPENSION OF WORKS**

a. The contractor shall, on receipt of the order in writing of the Engineer-in-charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-charge may consider necessary for any of the following reasons:

i) On account of any default on the part of the contractor; or

ii) For proper execution of the works or part thereof for reasons other than the default of the contractor; or

iii) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-charge.

If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above. The contractor shall be entitled to an extension of time to be mutually agreed upon.

**66. TERMINATION OF THE CONTRACT BY THE OWNER**

If the contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry out the work diligently, or if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the works in accordance with the approved construction programme, or if he should fail to make prompt payments to sub-contractors or to suppliers for materials or equipment or to his workers, or if he should persistently disregard laws or ordinances or instructions of the Engineer-in-charge, or if he should be guilty of a violation of breach of any provision of the contract, or if he has abandoned the contract, or if he has failed to commence the works, or if he has suspended the works if he has not followed any statutory compliances, then the Engineer-in-charge on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the contractor seven days’ notice in writing, terminate the employment of the contractor and take possession of all materials, equipment, tools and plant and machinery thereon and use these as owner’s property for the completion of the works if not removed from the site within 7 days of notice. In such case, the contractor shall not be entitled to receive any further payment until the work is completed.

If the amount due to the contractor for the work carried out by him as per the contract terms exceeds the expenses, including for additional management and administrative services, for completing the works and in respect of the damages and or losses suffered by the owner due to the contractor’s default, then such excess shall be paid to the contractor within three months of the final completion of the works. If such expenses for completing of the works and in respect of the damages and or losses suffered exceed such amount due then the contractor shall pay the difference to the owner within one month of receiving the notification to that effect from the Engineer-in-charge. The expenses incurred by Engineer-in-charge for completing the works and in respect of the damages and or losses suffered by him due to the contractor’s default, shall be certified by the Engineer-in-charge and his decision on this matter shall be final and binding on the contractor.

**67. RESOLUTION OF DISPUTES/ ARBITRATION**

The owner and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

**Arbitration**

The owner as sole arbitrator shall finally settle all disputes arising in connection with the present “CONTRACT” which cannot be settled by mutual negotiations.

The venue of arbitration proceedings shall be **Bengaluru.**

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of claims in writing within 90 days of receiving the intimation that his final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the owner shall be discharged and released of all liabilities under the contract, in respect of the claims.

**68. JURISDICTION**

All matters arising out of or in any way connected with this contract shall be deemed to have arisen in Bengaluru and only the courts in Bengaluru shall have jurisdiction to determine the same.

**69. CO-ORDINATION OF WORK**

At the commencement of work, and from time to time, the Contractor shall confer with other contractors, sub-contractors, persons engaged on separate contracts in connection with the project works, the suppliers, and with consultant / Engineer-in-charge for the purpose of the Co-ordination and execution of various phases of the project works.

 The contractor shall determine and ascertain from the other Contractors, sub-contractors and persons engaged on separate Contracts, in connection with the project Works, the extent of all chasing, cutting and forming of all openings, holes, details of all inserts, sleeves, etc. that are required to accommodate the various services.

The Contractor shall determine and ascertain the routes of all services and the positions of all floor and wall openings, outlets, traps, the details of all inserts, equipment and services and shall carry out the construction and making good of all “builder’s work” in accordance with and as shown, described and / or measured in the Drawings, specifications, Schedule of Quantities and other Contract Documents. Also, the contractor shall ensure that all required services, inserts, sleeves, embedment etc. are in place / position before he proceeds with his work. Should the Contractor fail to comply with these requirements and the consequence of such failure necessitates the breaking, re-doing and making good of any work, then the cost of all such breaking, re-doing and making good of any work shall be to the account of the contractor and shall be borne by him. No breaking and cutting of completed work shall be done unless specifically authorised in writing by the consultant / Engineer-in-charge. No “work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work, as determined by the Engineer-in-charge.