

**SPECIAL CONDITIONS OF CONTRACT**

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## **SPECIAL CONDITIONS**

### **A GENERAL**

#### **1 Contract**

- 1.1 The entire work covered by this document shall be treated as Works Contract. Tenderer should quote for the work accordingly.
- 1.2 The Owner is not concerned with any rise or fall in the prices of materials (except where basic rates are specified) and labor. The rates quoted shall be firm and shall include all costs, allowances, duties, freight, royalties, water, electricity and miscellaneous expenses etc. and taxes including GST or any other charges including any enhanced labor rates etc., which may become effective for any reason including those due to acts of Government / Statutory Bodies enacted from time to time by the State and or the Central Government. Under no circumstances shall the Owner be held responsible for compensation or loss to the contractor due to any increase in the cost of labor or materials etc.
- 1.3 If any new or additional taxes or duties or levies are imposed under a statute or law during the currency of the contract, the Owner on production of documentary evidence shall reimburse the same to the contractor.
- 1.4 The Tenderer should note that no conditions having any financial implications should be put while quoting for this job. Any or all tenders with conditions are liable to be rejected without assigning any reasons by the Owner. Any conditions having financial implication will have to be withdrawn if found not acceptable to the Owner without invalidating the offer.
- 1.5 Special conditions of contract shall have precedence over General Conditions of Contract. In case of discrepancy between wording of the specifications and that of Bill of Quantities, the wording of the Bill of Quantities will have precedence over the wording of Specifications.
- 1.6 In case of discrepancy between description of items in Bill of Quantities and Special/General Conditions, then Bill of Quantities will prevail.
- 1.7 Composite items such as Kitchen platforms, flower beds, Water Tanks (UG and OH) etc., shall be carried out by the Contractors at the quoted price of individual items involved in corresponding items, unless stated otherwise in the Bill of Quantities.
- 1.8 For any dispute arising out of this contract, the exclusive civil judicial jurisdiction will be at Nagpur.

## **2 Roles and Responsibilities**

### **2.1 ARCHITECTS - HOSMAC INDIA PVT LTD, MUMBAI**

2.1.1 Site evaluation

2.1.2 Designing and detailing of entire project.

2.1.3 Providing Architectural, Structural and Services drawings, Construction drawings

2.1.4 Interpretation of drawings and specifications.

2.1.5 Coordinating with Service Consultants.

2.1.6 Preparation and processing of tender documents.

2.1.7 Communicating between Consultants and the Owners.

### **2.2 PROJECT MANAGERS – TATA CONSULTING ENGINEERS**

2.2.1 Coordinating with Contractor and ensuring procurement of materials,

2.2.2 Responding and reacting to the issues related to the project on and off site

2.2.3 Ensuring timely completion of work, monitoring progress, quality, safety and billing.

2.2.4 Responsible for the execution of the project with regard to the management at the site and supervision. Instructions issued by the PM to the contractor shall be deemed to be the Architects instructions in respect of:

a. Non approval of work due to bad workmanship, use of non-approved materials b. Matters

of urgency involving the safety or protection of people and or property. c. Progress of work.

2.2.5 Hold regular weekly site progress meetings at the site for evaluation and execution of accepted programme, prepare Minutes of Meeting and circulate to all concerns.

2.2.6 Works under this contract shall be executed as per specification and workmanship as laid down in contract under the direction, supervision and to the approval of the Project Manager. He shall be entitled to direct at what point or point and in what manner work is to be commenced and from time to time to be carried out. But such directions and instructions do not in any way exonerate the Contractor from obligation to remedy and defects, which are brought to the notice to the Contractor by the PM or exist at any stage of the work or after the same is complete.

2.2.7 Carry out jointly with the contractor, measurements for the works executed.

2.2.8 Bills thus prepared, and approved by the PM shall be submitted to the Owner for Payment & further action.

2.2.9 The PM's decision shall be final( with all due diligence with concern stakeholder) with respect to the interpretation of drawings and specifications.

- 2.2.10 The Project manager with prior approval of the Owner & Architect shall give
- a. Approval of the variation/deviation.
  - b. Approval of the extra item rates.
  - c. Approval of the Extension of time.
- 2.2.11 Scheduling and organizing the activities appropriately including handing over the completed work.
- 2.2.12 Checking safety, security and cost aspect of the project.
- 2.1.20 directing the contractor to follow the manner in which all work under this contract shall be conducted in so far as may be necessary to ensure the safe project progress and the specified quality of the work.
- 2.1.21 PM shall order the contractor to increase the safety, efficiency & adequacy if he finds contractor's methods, materials or equipment unsafe, inefficient or inadequate for securing the safety of their workman and public, the quality of work or efficiency.
- 2.1.22 To take a decision to make any alterations in, omissions from, additions to the original specifications, drawings, design during progress of work which will be binding to the contractor and will not invalidate the contract.
- 2.1.23 The PM shall have the power to approve the extension of stipulated date of completion in the proportion that the altered, additional or substituted work bears to original contract.

### **2.3 OWNER**

- 2.3.1 Furnishing design inputs to the Architects on time.
- 2.3.2 Responding and reacting to the issues related to the project on and off site.
- 2.3.3 Ensuring steady cash flow and timely payments for completing the project.
- 2.3.4 Owner will appoint the project manager for the proposed project as their Representatives.
- 2.3.5 Make available all supporting documents required at various stages of project for getting approvals & clearances from local bodies.

### **2.4 CONTRACTOR**

- 2.4.1 The contractor shall execute the work subject to all the provisions of the contract.
- 2.4.2 Contractor shall provide all labor, including the supervision thereof, materials, and constructional plant and all other things, whether of a temporary or permanent nature, required in and for proper execution and maintenance of the work. None of contractor's supervisor, engineer, labor should be withdrawn from the work without due notice being given to owner/PM and without seeking PM's approval. The contractor shall employ in or about execution of the work only such persons who are careful, skilled and experienced in their respective trades. The owner /PM however keeps his right to remove any person employed by contractor if found incompetent, negligent and misunderstanding.
- 2.4.3 The contractor shall take full responsibility for the adequate stability and safety of site and all site operations.

- 2.4.4 Execute the work by coordinating with Architect/Project manager, with best workmanship and sound practice as per specification and drawings.
- 2.4.5 Adhere to time lines strictly and avoid possible delays.
- 2.4.6 Ensure all workers engaged on the work follow **safety measures**.
- 2.4.7 Coordinate with other agencies and settle inter contractor issues amicably.
- 2.4.8 Ensuring **safe & hygienic practices** at all work centers, create awareness and maintain the safety sense in the rank and file of contracting companies. Ensure compliance to State or Central Government instructions with respect to any Pandemic conditions prevailing in the state/country.
- 2.4.9 The contractor shall set out the works and shall be responsible for true and perfect setting out of the same for proper position, levels, dimensions and alignment. The contractor shall check all their aspect during construction and correct the error if any at his own cost .He shall also maintain the baselines & benchmarks.
- 2.4.10 The contractor shall keep the site neat and clean at all times and follow good housekeeping practices. All debris and waste shall be removed from site periodically or as directed by PM.
- 2.4.11 The Contractor shall hire the services of Safety Officer to take care of all safeties during construction on construction site and around as required by the Municipal Corporation.

## **2.5 CONTRACTOR'S REPRESENTATIVE**

- 2.5.1 The Contractor shall appoint Project Manager / Sr. Site engineer, Project Coordinators / Site Engineers at site for the execution of the work at the site. The contractor shall at places indicated elsewhere, furnish all the necessary information (names, educational Qualifications, number of years of experience in the field etc.) about the Engineer(s) / Project coordinators proposed to be deputed for the project. The above Engineer(s) / Project coordinator shall be constantly in attendance during the currency of the contract. The Project Manager shall be a Graduate Civil Engineer with a minimum of 15 years of field experience. Senior Site Engineer shall be a Graduate Civil Engineer with a minimum of 10 years of field experience.
- 2.5.2 Attending the meetings on the site with the Owner, Project Manager and other Contractors & agencies working on site.
- 2.5.3 Review frequently all aspects of progress, quantity, cost, sourcing, priorities of various activities and interactions and update Project Manager about the same through structured reporting system.
- 2.5.4 Reviewing the time line for various elements and coordinating with sub-contractors & Agencies for the Project.
- 2.5.5 Documentation, reporting, briefing and communicating with all Project Authorities.
- 2.5.6 Emphasize and insist on quality, security, safety, human relations and other components of the project.
- 2.5.7 Keep constant vigil on each and every activity however big or small.

## **2.6 WORKS TO BE CARRIED OUT UNDER DIRECTION OF PROJECT MANAGER**

2.6.1 Under this contract work shall be executed under the direction of PM or their representative, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carded out.

2.6.2 The Contractor will closely co-ordinate and co-operate with other Contractors required to work on the structures included in the contract, to enable smooth working and timely completion of the project.

### **3 Tender Rates**

3.1 The rates quoted by the bidder in the schedule shall be firm and deemed to include everything in the specification and deemed to include the cost of the following in addition to the cost of materials, transportation and labor as given.

3.1.1 Cost of single and double scaffolding, centering materials, any formwork, hire for any tools and plant equipment. The Contractor is to consider adequate provision of formwork taking into account de-shuttering time as specified in Structural Drawings/IS codes for various structural members.

3.1.2 All liabilities, fire insurance, Workmen's compensation policy, Third Party Liability, Contractors All risk Policy etc.

3.1.3 All taxes including GST, royalty charges, and any others levied by the Government and other public bodies.

3.1.4 Use of Ready Mix Concrete and use of concrete pump for major concrete pours such as slabs etc., as required. Shuttering shall be designed to take the load of pumped concrete. M-Sand will be allowed to be used for concrete; masonry works and for floor tile/stone bedding work. River sand is a must for Plaster and allied finishing works

3.1.5 Royalties and Patent Fees.

3.1.6 Temporary telephone and call charges.

3.1.7 Temporary sanitary facilities.

3.1.8 Watch and ward service and security.

3.1.9 Temporary establishments such as Contractor's site offices, covered/open storage space for building materials and stores, Laboratories and any services required for successful completion of work.

3.1.10 Allied preliminary enabling works.

3.1.11 Liability for protection and care of work stipulated in the Special Conditions.

3.1.12 Cleaning of site and building after completion of work including removal of all temporary structures constructed by the Contractor.

3.1.13 Total Station, Theodolites, levels, prismatic compass, steel tapes and all other surveying instruments found necessary at the works shall be provided by the Contractor for the due performance of this contract.

3.1.14 The Contractor shall supply all measuring steel tapes, scaffolding and ladders that may be required for taking measurements.

3.1.15 Contractor should carefully study lift of materials as he will have to carry out the work at any and all levels at the quoted rates and lift will not form criterion of any extra amount on that cause. Concreting

for Columns shall be in heights of 2.4 M and RCC Walls in heights of 1.2m. In special cases, additional heights may be allowed in consultation with Structural Consultant with adequate provision to avoid segregation, honeycombing in concrete as instructed.

3.1.16 Use of any and all diesel/petrol operated Plant & equipment.

3.1.17 The Contractor shall provide everything necessary for the proper execution of works according to the true intent and meaning of the drawings, specifications handbills of Quantities taken together, whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from.

3.1.18 the storage shed for cement bags shall be of a minimum capacity of 300 bags with stacks not more than 10 bags high and with passageway between rows of bags. The storage shed shall have minimum 2 doors to ensure cement bags are used in the sequence they are received at site.

3.1.19 for items where Basic rates are provided in Annexure VIII, the contractor shall be responsible for bringing to the PM/Owner's notice change in the market price of any items and take approval prior to ordering out such items. For any increase or decrease in basic price of these items, the difference will be to the Owner's account, i.e. in case of increase in price, the Owner will pay to the Contractor the difference and in case of decrease in price, the Contractor will reduce his rate by such difference, without any mark up towards OH & Profits.

3.1.20 All Columns, slab and beam shuttering shall be using steel adjustable props for supports. No wooden props will be allowed for supporting Column, slab and beam shuttering.

3.1.21 Fully furnished Office space for Architect/PM and Owner's use with sanitary facilities and Meetings with Architects/Owner shall be arranged by the contractor including refreshments for the attendees.

3.1.22 Use of legal dumping grounds for disposing off debris from demolition works, keeping the Owner, PMCs and PMC indemnified from any claims arising out of disposal of debris and usable material recovered from the demolition works.

3.2 Providing color coated GI sheet fencing around work area/existing structures in the Campus as directed and ensure that construction workers do not trespass in the existing Hospital area. (Barricading if required will be paid for as per item in Bill of Quantities)

3.3 Dust Control: The Contractor shall ensure that while carrying out the construction, water is regularly sprayed on access roads and around worksites to minimize the nuisance because of dust.

3.4 Provision of safety net around building and/or GI sheet covering for protection from falling debris etc. as directed.

#### **4 Bill of Quantities:**

4.1 A schedule of probable quantities in respect of the work and specifications accompany these special conditions. The schedule of probable quantities is liable to be operated by omissions, deductions or additions at all times, at the discretion of PM/Owner. Such variation in the quantities shall not, however, vitiate the contract in any way whatsoever and Contractor shall be paid for actual measured quantities of work executed by him at the rates given in the Bill of Quantities.

#### **5 Basic Rates**

- 5.1 The successful Tenderer should make his own arrangement to obtain all materials required for the work.
- 5.2 While making the tender, the Tenderer shall consider the basic rates of materials listed in the Annexure IX to SCC, which rates shall be hereinafter referred to as "the Basic price". The said prices shall be at site and be inclusive of GST and all other duties levied by Government or any public body, transportation, loading/unloading & handling etc.

## **6 Commencement of Work**

- 6.1 The work shall commence within 7 days of issue of the Letter of Intent/Work Order.

## **7 Intended Completion of the Works**

- 7.1 The Intended Completion of the Works shall be 18 calendar months from the issue of Letter of Intent. If the Project Manager as per clause 33 of GCC provides any extension, then the Intended completion shall extend to the end of such period as awarded by the Project Manager.

## **8 Site Office**

- 8.1 The Contractor shall provide and maintain all necessary office(s) with office furniture, workshops, stores, Laboratories sanitary facilities, canteen and other temporary buildings, including structures and amenities associated with labor, for themselves, their staff and Project Management Team at site to the approval of the PM.

## **9 Facilities for Contractor's Employees**

- 9.1 The Contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water and sanitary facilities. The Contractor shall also make his own arrangements at his own cost for transport where necessary for his staff and workmen to and from the sites of the works. The necessary drinking water and sanitary facilities for Owner's & PM's representative, contractors staff & labor & visitors at site shall be provided and maintained by the contractor at no extra cost.
- 9.2 The Contractor shall at his own expense make adequate arrangements for the provision of temporary Crèche (Bal-Mender) facility for the children of construction labors employed by the contractor and the contractor shall maintain & operate it up to the satisfaction of PM without any extra cost.

## **10 Hutment for Laborers**

- 10.1 Area on the site will **NOT** be allowed for Contractor's temporary Labor Camp. The Contractor shall make all arrangements for providing a Labor Camp at his own cost at a suitable location outside the site. Contractor to locate nearby area for his labor camp and specify the cost separately for renting out such land in his quote at item provided for the same. Complete responsibility of employment of labor and obligation thereof shall fully rest with the Contractor. The Contractor shall indemnify the Owner against any claims arising from the creation of the temporary labor camp by the Contractor at any site in any locality at neighborhood including removing and clearing out the labor camp before final completion certificate is issued by PM. Necessary undertaking shall be furnished by the Contractor on stamp paper for his obligations.
- 10.2 NO Female workers shall be allowed to work at site beyond the govt. approved time limits.
- 10.3 The Contractor shall make his own arrangements for water supply, conservancy and sanitation in the labor camp to the complete satisfaction of local public health and medical Authorities. He shall pay all fees and bear all expenses in connection with the same.

- 10.4 Hutments so constructed shall be removed by the said Contractor at his own cost before completion certificate for the work is awarded / granted to him.

## **11 Water and Electricity**

- 11.1 Water shall be supplied by Owner at one single point. Contractor shall make his own arrangements for further distribution (for all works including required by other agencies). For over and above requirement of water the Contractor will be required to arrange for water through the municipal water supply or by tankers as necessary at his cost. However, no claims will be entertained, in terms of cost, time or quality, on account of shortfall in water supply.
- 11.2 Electricity shall be supplied by Owner at one single point. The Contractor shall ensure that all connections are carried on strictly in accordance with rules and regulations and restrictions enforced by the licensor/Government if or by any other competent authority from time to time including day to day liaisoning with electrical authority. The distribution board should be weatherproof. The temporary cabling to be appropriately rated, insulated and supported with proper joints where necessary. In case as required The Contractor at his own cost will arrange electricity required for execution of the works to be continue However, no claims will be entertained, in terms of cost, time or quality, on account of shortfall in water supply.
- 11.3 The Owner will give necessary authority and letters for applying for temporary construction power as per existing electricity board regulations if required as suitable.
- 11.4 The Contractor shall provide all artificial light required to enable to complete the work in the specified time including the workmen of any subcontractors or special tradesmen which may be required by the Contractor, at his own cost

## **12 Issue of Extra Construction Drawings**

- 12.1 Architects will supply three (3) sets of drawings to the Contractors for construction in addition to copies to Owner and PMC. Architect will issue extra prints of drawings to contractors for construction on chargeable basis as per Clause 12.3
- 12.2 The Contractor shall ensure that all the bills furnished by the Project Manager's Office in this regard are honored, failing which the certificate for payment of Contractor's next Interim Bills will be withheld. The drawings are to be used only for the project concerned.
- 12.3 Cost of Extra Drawings in Black and White
- |                            |                            |
|----------------------------|----------------------------|
| A0-Size: Rest. 400.00 Each | A1-Size: Rest. 200.00 Each |
| A2-Size: Rest. 150.00 Each | A3-Size: Rest. 50.00 Each  |
| A4-Size: Rest. 25.00 each  |                            |

## **13 Dimensions**

- 13.1 Figured dimensions are in all cases to be followed and in no case should they be scaled. Large-scale details take precedence over small-scale drawings, in case of the discrepancy; the Contractor is to ask for an explanation before proceeding with the work.

## **14 Site Order Book**

- 14.1 A site order book with pages in triplicate will be maintained by PM. The orders regarding the work shall be entered in this book by the PM or any other officer authorized by him and the Sign & Signature of the Tenderer SCC

contractor and the authorized representative of the contractor must sign the same in token of having received such instructions.

## **15 Record Drawings or As Built Drawings**

- 15.1 The Contractor shall during the course of execution, prepare and keep updated a complete set of 'record' drawings recording all works on the tracings or reproducible, which shall be corrected to show each and every change from the working drawings and showing the exact location, size and kinds of work etc. This set of drawings shall be kept on the site and shall be used for record purposes. Changes recorded shall be countersigned by the PM and the Contractor. Copies of 'record' drawings shall be supplied to the PM on request. The Contractor shall submit complete 'record' drawings on tracings or reproducible as directed by the PM within 15 days of the completion of that portion of the work to which the tracing pertains.
- 15.2 In case, the Contractor fails to submit completed "Record", he shall be liable to pay sum equivalent to 0.5 per cent of the value of work subject to maximum of Rs.2,00,000/- or as may be fixed by the PM and his decision shall be final and binding.

## **16 Dispatch of Materials**

- 16.1 Materials shall not be dispatched from the manufacturer's works or to the Site without authority from the Project Manager or his Representatives and the Contractor shall seek permission from the Project Manager for such dispatch when necessary.

## **17 Photographs**

- 17.1 The contractor shall supply the Project Manager monthly with well-executed, uncounted photographs in soft copies showing the progress of the works and also such particular sections of the works, site plant, machinery or materials ensuring 2 fix position time laps photo. On monthly basis the progress shall be recorded with DRONE shooting ensuring required liaison. These tasks shall be done by contractor as the Project Manager may direct at no extra cost.

## **18 Non-Operation of Tender Items**

- 18.1 The Owner reserves the right not to operate any item from the Bill of Quantities without assigning any reasons. Nothing shall be payable to the Contractor in such case without the Contractor having purchased or ordered the required materials for the item.
- 18.2 In case materials are purchased or ordered and the Contractor **after approval** and indicates that he will suffer monetarily owing to non-operation of item then the Owner has the right to:
- 18.2.1 Purchase the material from the Contractor at the same price as purchased by him.
- 18.2.2 Take over the order placed and settle directly with the supplier.
- 18.2.3 Pay the Contractor compensation mutually agreed to or in case of no agreement being reached, as settled by the PM.

- 19 Adequate equipment at site:** The Contractor shall provide adequate equipment and machinery in good working condition at site during the entire period of construction and the amount of equipment required shall be arrived at with respect to the Time Schedule of work agreed at the time of award of Contract.

- 20 Work by mechanical means:** The work shall, wherever possible, be carried out with the use of Mechanical means / Equipment, batching plant, concrete pump, compressed air equipment's (chisels, vibrators, air/water jets), Excavators, tower crane, mobile crane, hoists for material,

steel scaffolding & shuttering, wheel barrows etc. Oxygen and acetylene gas cylinders, wire ropes, lifting tools & tackles, slings as recommended by PM at no extra cost. The Contractor is required to prepare a list of Machinery/Equipment before award of work and shall adhere to this list.

**21 Work through other agency in case of delay:** If because of the main Contractor's defective workmanship or inordinate delay in completing particular item of work, any of the items in the scope of this tender are given to any other agency for execution, and if the agency claims extra amount due to extra work necessary to be done, all such extra amounts claimed, will be deducted from the main Contractor. Or if, there are no dues to the main Contractor, this amount will be deducted from the Security Deposits or Retention Money, and the same will be binding on the contractor.

**22 Advertisements and Publications**

22.1 The Contractor, without the consent in writing of the PM/Owners, or in conjunction with any other person, shall not publish any articles, photographs or other illustrations relating to the works and shall not make use, without PM's written consent, or publicize about their association with works or the Owner/ PM for any reason relating to the advertisement of any business with which the Contractor may be connected or interested.

22.2 The contractor shall not affix or place any placards or advertisements of any description or permit the same to be affixed or placed in or upon hoarding gantry building, or structure other than that approved in advance by the PM.

**23. PERMISSIONS, PERMITS, NOTICES, PATENT RIGHTS & ROYALTIES:**

23.01 The Contractor shall conform to the provisions of the statutes relating to the works and to the Regulations and bye laws of any Local Authority

23.02 The contractor shall bring to the attention of the PMC, all notices required by any Acts, Regulations or bye laws to be given to any Authority and pay all fees that may be chargeable in respect of the works.

23.03 The Contractor shall indemnify the Owner against all claims in respect of patent rights, designs, trademarks or other protected rights in respect of any plant, machine, work or material used and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in these respects. The Contractor shall defend all actions arising from such claims and pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in these respects.

**B. TIME CONTROL**

**24 Time Schedule and Work Program**

a. Contractors shall submit programme, demonstrating the scheduled dates that can be met, giving details of resources - manpower, equipment and supervisory staff, required achieving the programme. After the work is awarded, the Contractor shall prepare and submit a detailed Bar chart, for approval by PM. This time schedule after approval shall form a part of the contract and the work shall be carded out in all respects as per this Bar chart.

Sign & Signature of the Tenderer

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- b. Time is the essence of this contract. The Contractor shall properly assess his capabilities and fully satisfy himself before start of work that he will be able to adhere to the specified time schedule.
- c. The Contractor shall furnish to PM weekly progress report in triplicate on Saturday of every week indicating the following and shall attend fortnightly site meeting and/or at PM's/Owner's office to review the same.

Item of work	Scheduled progress of work	Actual progress	Reason for shortfall	Steps to make-up shortfall	Resource deployment on site

Tasks to start soon	Task Over due	Reason for Over due tasks	Critical Information Required	Material in Hand	Accidents (if any)

Drawings/ Details Required (if any)	Support and actions required by owner				

If the contractor apprehends any delay in construction of work due to drawings and details required, he shall immediately advise PM in writing. The temporary stoppage, if any, will be considered by the PM while considering extension of stipulated date of completion.

- d. Contractors shall employ sufficient number of Supervisors, skilled and unskilled labor required for the work for maintaining the progress of work as stipulated in the time schedule. The day-to-day labor strength, trade wise, should be intimated in writing to PM weekly. The skilled and unskilled labor shall be increased if required by PM to maintain the progress of work.
- e. The whole of the work including all extras and additional items if any, when ordered are required to be completed in the time stipulated in the contract. The Contractor will be required, if necessary, to work overtime in order to complete all works by the stipulated date. No extra payment will be allowed on the contracted amount on account of overtime involved under the contract.
- f. The whole work must be executed at all levels and by such time as directed by PM.
- g. No work shall be done on Sundays & holidays without the sanction in writing of the PM.
- h. The Contractor shall submit to the PM, within 07 days of approval of the construction Schedule, a cash flow statement indicating monthly billing by the Contractor and costs of materials to be supplied by the Owner along with their recovery from subsequent bills.

**25 Working Hours**

- a. Contractors will be permitted to work extra hours and if necessary, round the clock, subject to local rules and regulations. Necessary permissions to work extended hours / holiday to be obtained by the

contractor from required statutory authority / Project Manager. However, this is limited to neighboring facilities owners consent.

## **26 Progress Evaluation and Review**

- a. The Contractor has to adhere to the interconnected time schedules as specified by PM The Contractor shall submit his offer taking into account the programme as specified in the scope of work. The criticality shall be reviewed periodically in consultation with PM. The time scheduling of the activities shall be so done by stipulated stage-wise and total completion time, agreed at the time of award of work.
- b. The Contractors shall plan well in advance and shall arrange adequate resources in time to adhere to the time schedule at each stage and this adherence will be a part of the Contractor's performance under the contract.
- c. The work shall be executed as per the programme approved by PM. If part of the site is not available for any reason beyond the control of the Contractor or if there is some unavoidable delay in supply of materials promised to be supplied by the Owner, the programme of constructions shall be modified accordingly and the Contractor shall have no claim for any extras or compensation on this account.
- d. The Owner or his authorized representative and the PM shall review progress of work in every 7 days period.

## **27 Site Meetings**

- a. Progress and quality evaluation meetings will be held at the site every week. The Contractors senior Representative-in-charge of the project along with his site-in-charge and other staff including staff of approved sub-contractors and suppliers as required shall participate in these progress review meetings and ensure all follow up actions.  
Any additional review meetings shall be held if required, as decided and notified by the PM, which also shall be attended by the above referred, representative.

The various parts of the contract are intended to be complementary to each other but should any discrepancy appear, or any misunderstanding arise as to the import of anything contained therein, the explanation of the PM shall be final & binding. The correction of any error or omission of the drawings and specifications may be made by PM which will be binding on the contractor.

## **C. QUALITY CONTROL**

### **28 Laboratory at Site**

- a. Tests, which cannot be performed at site, the contractor shall make all necessary arrangement at his own cost to get the required tests done at any recognized Lab after due permission from the Project Manager.
- b. All materials in lab shall be in good working condition and of the best respective kinds described in the Bill of Quantities and/or Specifications in accordance with the PM's instructions and the contractor shall upon the request of the PM furnish him with all invoices, accounts, receipts, certificates and other vouchers to prove that the materials comply therewith. The contractor at his own cost arrange for any test of materials which the PM may require. Contractor to ensure all equipment are calibrated time to time meeting standard requirements.
- c. Sample of all materials to be used whether bricks, concrete blocks, AAC Blocks, rubble stone, aggregate, sand, timber, tiles, plumbing specials etc., shall be submitted by the contractor and must be got approved by the PM before they are used. Approved samples shall be kept with PM and all supplies shall strictly conform to the samples. Materials brought at site, not strictly conforming to the samples and liable to be rejected.

Sign & Signature of the Tenderer

SCC

**D. SAFETY & PHE**

**29 Safety Code**

29.1 Safety code as per Annexure A to Special Conditions of tender document will be strictly adhered to and compliance recorded periodically.

**30 Permits for Rock Blasting**

30.1 The contractor must obtain valid license / permit for controlled rock blasting if permitted from concerned competent authority under whose jurisdiction the work falls, and pay to such authority all fees that may be chargeable in respect of the work. The storage / procurement of explosives shall be from approved sources and approved from competent authorities.

30.2 The whole area is required to be provided with a safety barrier / cover (visa G.I sheeting, safety net etc.) along the boundary / road side / along the building till completion of work as directed.

30.3 Garbage/construction waste material should not be thrown to ground from floors. If lifting machines (like lift. hoist) is provided for personal transport, limit switch control shall be provided.

30.4 The drinking water shall be obtained from approved sources and shall be stored carefully.

30.5 Any opening kept in floors shall be provided with covers to avoid accidents.

30.6 Safety nets are to be provided when work is going on at heights.

30.7 All rules and regulations promulgated by the State/Central Government with respect to hygiene, cleanliness at site, garbage and site waste disposal, social distancing in case of any pandemic conditions etc. shall be strictly adhered to at all times.

**E. COST CONTROL**

**31 Variation of Price**

31.1 The contract is fixed rate contract and shall not be subject to any change in the rate for any reason throughout the contract period, except for provisions made in the conditions of Contract.

**32 Additions, Alterations & Substitutions**

32.1 As per provisions made under Clause 46 to 48 of GCC

**33 Materials supplied by Owner and Accounting of Procured Material**

33.1 The Owner reserves the right to purchase certain materials for use in the works and issue the same at stated base rates.

33.2 The Contractor shall order and supply reinforcement steel (only) required for the work, the Contractor shall take delivery and arrange for unloading of steel from trucks at site, as well as, carriage, handling and storage of these materials within site and testing these materials in accordance with the specifications and as directed by Engineering In charge, and the cost of these shall be borne by the Contractor. However, the procurement shall be done with prior approval of the Owner and Technical team.

33.3 Contractor shall give schedule of material requirement on award of contract along with construction schedule. Contractor shall indent material supplied by the Owner at least 3 weeks in advance.

33.4 For all materials for the execution of the contract procured with the assistance of the Owner under orders or permits or licenses, the Contractor shall hold the said materials economically and solely for the purpose of the contract. Accounting of the material supplied by the Owner shall be made as per clause.

33.5 Basic Rates of materials including delivery at site and unloading shall be as follows:

- |                                     |                              |
|-------------------------------------|------------------------------|
| a) F OPC 43 Grade                   | Rs.265/- Plus GST per Bag    |
| b) Cement OPC 53 Grade              | Rs.275/- Plus GST per Bag    |
| c) Reinforcement (Fe500D) steel TMT | Rs.56, 000/- Plus GST Per MT |
| d) Structural Steel                 | Rs. 65,000/-Plus GST per MT  |
| e) Bulk Cement (53 Grade)           | Rs. 5100/- Plus GST Per MT   |

33.6 The contractor shall procure cement and steel required for enabling works such as, site offices, stores, temporary water tank for construction etc. and shall have stocks of these recorded with the Architect/PM at the time of entry to site.

33.7 The Contractor shall give requisition for only the required quantities of materials supplied by Owner. Any material remaining unused shall be to the Contractor's account. The theoretical quantity of consumption of these materials including specified wastage shall be recovered at the issue rate and the difference in quantity actually issued and the theoretical quantity including wastage shall be recovered at 1.25 times.

The issue rate or market rate whichever is higher. The Contractor shall not be entitled to storage and cartage and incidental charges for these materials.

### 33.8 ACCOUNTING OF MATERIALS:

#### **CEMENT**

During the execution of work the theoretical quantity of cement to be used in the work shall be calculated with every R.A. Bill on the basis of a standard formula to be laid down by Architect. For reconciliation, the norms for the theoretical consumption will be as per Builders Association of India Standards or as per approved mix design standards. The difference in quantity of cement actually consumed and the theoretical quantity of consumption shall not exceed +/- 3%. In case the actual consumption is more than (-) 3% of the theoretical consumption, penalty will be applicable as determined by the PM based on usage of cement.

The receipts and issue accounts of cement shall be maintained by the Contractor and got signed monthly by PM/Architect.

#### **REINFORCEMENT STEEL**

Reinforcement steel shall be supplied by the Owner free of cost. Contractor shall quote labor charges including binding wire costs for this item.

#### **Reconciliation of steel Supplied:**

- All steel will be to Contractor's account, including scrap, unused full length/cut pieces etc.
- Authorized laps and splices only will be paid for.
- Chairs, pins, spacers will be measured but shall be included in the rates.
- Rolling margin will be accounted for reconciliation purposes only. Contractor will take representative samples from each consignment jointly with PM/Architect for ascertaining the

actual weight and a record of these must be given to PM/Architect immediately and copy kept at site duly checked by PM/Architect.

- e) Binding wire will be provided by the Contractor at his own cost.
- f) Contractor shall be required to dispose of scrap steel, unused steel on completion of the RCC and Structural works, under Architect's/PM's direction and scrutiny of weighment.
- g) Contractor shall submit reconciliation statement diameter-wise and section-wise, quarterly along with the RA Bill, indicating approximate balance in stock. On completion of all works requiring reinforcement steel, Contractor shall submit a final reconciliation statement for Architect's scrutiny and charges, if any, as per above shall be recovered from the next Bill
- h) The difference in quantity of reinforcement actually consumed and the theoretical quantity of consumption shall not exceed +/- 3%. In case the actual consumption is more than (-) 3% of the theoretical consumption, penalty will be applicable as determined by the PM based on usage.

### **34 Joint Measurement for Extra Items/ Works**

- 34.1 In the event of the Contractor having to execute any work or provide any material in regard to which he may propose to claim extras, he shall immediately notify the Project Manager in writing and shall at once make arrangements to take the measurements of the said work or materials with the Project Manager.
- 34.2 The fact of such joint measurement having been made will in no way commit the Project Manager to recognition of the claim if he considers such claim without foundation. The Project Manager shall at all times have full access to the Contractor's time book and may daily check the time of any extra works with the Contractor's time keeper or otherwise but the fact of his agreeing upon any time shall in no way bind the Project Manager to value the work other.

### **35 Billing and Payments**

- 35.1 The Contractor shall submit after the end of each month a statement showing the value of the permanent work executed up to the end of the month and the Contractor will be paid once in a month on the certificate of the PM the amount due to him on account of the value of the permanent work executed up to the end of the previous month subject to a retention of the percentage named in the Tender until the amount retained shall reach the "Limit of Retention Money" named in the Tender.
- 35.2 Payment shall be on the basis of quantum of work actually carried out. Item rates shall remain valid for any variation in the estimated quantities up to the limits specified in clause. Payment will be made against the permanent works executed.
- 35.3 Extra item of work and rates shall be either as derived from the Tender items or from analysis of material and Labor.
- 35.4 Final payment shall be made only after fulfilling all conditions mentioned against 'Testing & Guarantee'.
- 35.5 Vouchers and/or Challans for various materials required for the works shall be produced to the PM on demand.
- 35.6 Each running bill (less advance and recoveries if any) shall be paid within 30 days of submission to the PM.
- 35.7 Final bill shall be paid within 90 days of final certification and after completion of all works as per drawings, BOQ, specifications & instructions of PM and on testing / commissioning / guarantee.
- 35.8 Method of Measurement: The work shall be measured as per IS 1200 not with Fstanding any general or local custom except where otherwise specifically described or prescribed in the Contract and approved by the PM.

### **36 Advance against Material at Site**

- 36.1 Advance @70% of cost against selected material such as cement, reinforcement & structural steel, windows/external glazing will be paid along with RA Bills and will be recovered prorate from the subsequent bills for the quantity consumed. Full advance against materials at site will be recovered before final bill irrespective of any quantity balance at site.
- 36.2 **MOBILISATION ADVANCE:** The Owner shall at the request of contractor, pay to the Contractor a Mobilization Advance of 10% of the contract value, against Bank Guarantee of an equivalent amount from a Nationalized/Scheduled Bank as per approved format and the advance shall be recovered from the work Running Account bills of the Contractor prorate @25% of work done amount so as to recover the full Mobilization Advance before the completion of 80% of the works. Dispute

### **37 Payment of Interim Bills**

- 37.1 Interim on account payments will be made periodically from time to time, against the value of work done. Payment will be made on receiving Interim Certificate for payment from the PM up to the amount approved or passed by the PM, whose certificate of such approval of the sum as payable shall be binding on both the parties. The Contractor shall be responsible for furnishing all necessary measurements as required by the PM, recorded jointly or otherwise, as directed by the PM, to enable certification of amounts payable. However, all such Interim payments shall be regarded as payments by way of advance against the final payment only, and not preclude the requirement that bad, unsound and imperfect or unskillful work be removed and taken away and reconstructed or re-erected, nor shall it conclude, determine or affect in any way the power of the PM as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or affect the contract.

### **38 Final Bill**

- 38.1 The Contractor shall submit within 30 days of Final completion of the work the Final Bill for the works carried out along with all the necessary supporting measurements as required by the PM. In case the Contractor fails to do so, the PM's certificates of the measurements and of the total amount payable for the work accordingly, shall be final and binding on all parties. The final bill shall be processed after complete measurements and valuation within 3 months from the submission of the Bill.
- 38.2 The Contractor or their representative shall accompany PM, the Owner or their representatives when required to do so and assist in taking measurements and shall agree to the measurements recorded on the spot.
- 38.3 If the Contractor fails to accompany any person that has been duly authorized by PM to take measurements, he shall be bound by measurements recorded by PM or his representative.

### **39 Compensation**

- 39.1 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT:
- 39.2 If at any time after the commencement of work, the Owners, for any reason whatsoever, do not require the whole or part thereof as specified in the tender to be carried out, PM shall give notice in writing of the fact to the Contractor who shall have no claim on account of any profit or advantage which he might have derived from the execution of work in full, but which he did not derive in consequence of the full amount of the work not having been carved out nor shall he have any claim for compensation.
- By reason of any alteration having been made in the original specifications, drawings and instructions which shall involve any curtailment of the work from that as originally contemplated.

- 39.3 If the Contractor is required to carry out additional works/floors during the tenure of this contract, as instructed by PM in writing, he shall carry out the same at his quoted unit prices of items and will not be entitled to any extra claim on this account.

#### **40 Sum Payable by Way of Compensation**

- 40.1 Sum Payable by way of Compensation to be considered as Reasonable Compensation without reference to Actual Loss
- 40.2 All surpluses payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Owner without reference to the actual loss or damage sustained and whether or not any damages shall have been sustained.

#### **41 Discharge of Liens**

- 41.1 Contractor shall fully and promptly pay and discharge any and all commitments against any and all demands and claims, which may or could, ripen into Liens or claim of Liens on the Project or the property upon which the Project is situated. Contractor shall, to the best of his ability, not at any time suffer or permit any Lien, under the Laws or otherwise to remain on record against the Project or the property upon which the Project is situated. Such a Lien, until it is removed, shall preclude any payment and all claims, or demands for any payment under or by virtue of the Contract Documents.
- 41.2 The Contractor shall be bound to hand over the possession to the Owner of the partially completed building in all respects as and when instructed in writing by the Owner or PM. However, necessary extension of time if required for completing the balance area of the building for completing the building shall be granted to the Contractor but he shall have no claim for any compensation whatsoever, due to delay involved in the completion of the building.

#### **42 Securities**

- 42.1 EARNEST MONEY DEPOSIT – 1% of the tender value by contractor rounded off to one rupee.
- 42.2 RETENTION MONEY
- 42.2.1 Security Deposit in the form of Retention Money shall be deducted from the contractor's running account bill at the rate of Five percent (5%) of the bill amount.
- 42.2.2 The Retention money shall not bear any interest. All compensation or other sums of money due to be payable by the Contractor to the Owner under the terms of this contract may be deducted from his security deposit and the contractor shall have no objection for the same.
- 42.2.3 The Retention money shall be released as follows: 50% after Virtual Completion (i.e., certificate of virtual completion from PM) and balance 50% after successful completion of Defect Liability Period.

#### **43 Liquidated Damages**

- 43.1 If the work is not completed within the specified time, the Contractor shall be liable to pay liquidated damages @ 0.5% of the contract amount for each week of time overrun, up to a maximum of 5% (five per cent) of the contract value and the Owner shall have the right to deduct the Liquidated Damages from the monthly/RA bills or any other amount payable to the contractor in such manner as the owner deems fit.

#### **44 Defects Liability Period**

- 44.1 The Defects Liability period is 24 months after the date of virtual completion.