

SECTION - H

SPECIAL CONDITION OF CONTRACT

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1. Scope of Work

The scope of the work is to carry out Supply, installation, testing and commissioning of **Electrical, ELV, PA System and Fire Fighting works on 27th Floor of Gift One Tower, Gift City, Gandhi Nagar, Gujarat.**

2. Location of Site

The site is located at 27th floor, GIFT One Tower, Gift City, Gandhinagar.

3. Area for the Contractor's Site Facilities

The area to the extent available, at the discretion of the EIC, from the said plot will be allocated to the contractor for his stores, offices, erection of plants, workshops etc. Any additional area including area for labour camp etc. shall be arranged by the contractor at his own cost. The Employer neither undertakes any responsibility for providing the area more than the above nor will entertain any claim / reimbursement etc. towards arrangement of additional area / land etc. by the contractor.

4. Dimensions and Levels

All dimensions and levels shown on the Drawings shall be verified by the Contractor on the Site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels.

Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large-scale details shall take precedence over small-scale drawings. In case of discrepancy the Contractor shall ask for clarification from the Engineer before proceeding with the work.

5. Notice of Operation

The Contractor shall not carry out any important operation without the consent in writing of the Engineer / EIC.

6. Construction Records

The Contractor shall keep and provide to the Engineer full and accurate records of the dimensions & locations of all new work and any other information necessary for the Engineer for records of the works as constructed.

7. Safety of adjacent Structures

The Contractor shall provide and erect to the approval of the Engineer such supports as may be required to protect efficiently all structures which may be endangered by the execution of

the works or otherwise take such permanent measures as may be required by the Engineer to protect the structures.

8. Temporary Works

Before any Temporary Works are commenced the Contractor shall submit at least 7 days in advance to the Engineer for approval, complete drawings of all Temporary Works he may require for the execution of the works. The Contractor shall also submit his calculations relating to strength, if required by the Engineer and shall carry out the modifications that the Engineer may require in accordance with the Conditions of Contract at his own cost. The Contractor shall be solely responsible for the stability and safety of all Temporary Works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

9. Temporary Roads

Access roads shall be provided to the site by the Contractor from the Main Road at no extra cost as directed by the Engineer / EIC. The Contractor shall be responsible for proper maintenance of this access road and would take all care to see that existing services if any are maintained in working order.

The construction and maintenance of Temporary Roads within the site area shall be the Contractor's responsibility and the Contractor shall take such measure as are necessary and as directed by the Engineer / EIC.

10. Power, Water & Other Facilities

- (a) The rate quoted by the Contractor shall include expenditure for providing all the water required for the work and the Contractor shall make his own arrangements for the supply of good quality potable water, including obtaining Municipal connection for his labour as well as for construction purpose, and all charges for water shall be borne by him. If Municipal water is not available and should it become necessary for Contractor to bore wells for obtaining water for construction purposes or to bring water from outside by tankers, the Employer shall not be liable to pay any charges in connection therewith.
 - (b) The rate quoted in the tender shall also include electric consumption charges for power. If no power is available at the site, the Contractor shall have to make his own arrangements to obtain power connections and maintain at his own expenses an efficient service of electric light and power and shall pay for the electricity consumed.
 - (c) For water and electricity, the Contractors for other trades directly appointed by the Employer shall be entitled to take connections from the temporary water and electric supply connection obtained by the Contractor at their cost. Such contractors (directly appointed by Employer) shall install a sub-meter for measuring electric / water consumption at their own cost and maintain the wiring / installation in good condition
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as per the local rules and reimburse the actual consumption charges directly to the Contractor at mutually agreed rates between them. In case of any disagreement, the reimbursement charges shall be decided by the Engineer, whose decision shall be final and with out appeal.

All Municipal charges for drainage and water connection and electricity charges for construction purposes shall be borne by the Contractor and charges payable for permanent connections, if any, shall be initially paid by the Contractor and the Employer will reimburse the amount on production of receipts.

- (d) The contractor shall make suitable arrangement for a stable and uninterrupted supply of water, power and other facilities for the work and Engineer's and Employer's office. The cost of these facilities towards installation and maintenance shall be borne by the contractor and are deemed to be included in the quoted rates / prices.
- (e) The Employer, as well as the Engineer, shall give all possible assistance to the Contractor to obtain the requisite permission from the various Authorities, but the responsibility for obtaining the same in time shall be that of the Contractor.
- (f) In case water and electricity are provided by the Employer from their existing source, the charges as decided by the Employer will be deducted from the payment due to contractor.

11. Temporary Services

The Contractor shall provide and maintain all temporary services on or about the site, for the execution of the works and shall remove them on completion at his own cost.

12. (i) Office Accommodation for Contractor/Employer's Representatives and Visiting Officials

DELETED.

(ii) Telephone & Fax

DELETED

13. Facilities for Contractor's Employees

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 Employer's, contractors staff & labour & visitors at site shall be provided and maintained by the contractor at no extra cost.

14. Lighting for Works

The Contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision & inspection of the works.

15. Fire Fighting Arrangement

(i) The Contractor shall provide suitable arrangements for firefighting at his own cost. For this purpose, he shall provide requisite number of Fire-Extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipment shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

(ii) The Contractor may be subject to periodic fire prevention inspections and any deficiency or unsafe condition shall be corrected by the Contractor at his own cost and to approval of the Engineer and the relevant authorities.

These fire prevention inspections shall include but not limited to the following:

- a) Proper handling, storage and disposal of combustible materials, liquids and wastes.
- b) Work operations, which can create fire hazards.
- c) Access for firefighting equipment.
- d) Type, size, number and location of fire extinguishers or other firefighting equipment.
- e) Inspection and maintenance records for extinguishers.
- f) Type, number and location of containers for the removal of surplus materials and rubbish.
- g) General housekeeping

16 (i) Site Instruction Book

For the purpose of quick communication between the Engineer / EIC and the Contractor or his Agent or Representative, Site Books shall be maintained at Site in the manner as described below:

Any communication, relating to the works may be conveyed through Site Instruction Books. Such a communication from one party to the other shall be deemed to have been adequately

served in terms of the Contract. Each site book shall have machine-numbered pages in triplicate and shall be carefully maintained and preserved by the Contractor and shall be made available to the Engineer / EIC as and when demanded. Any instruction which the Engineer / EIC may like to issue to the Contractor may be recorded by him in the Site Book and two copies thereof taken by the Engineer / EIC for his record. The Contractor or his Agency or Representative may similarly record in the Site Book any communication he may like to send to the Engineer / EIC. Two copies thereof when sent to the Engineer / EIC and receipt obtained thereof, will constitute adequate services of the communication to the Engineer / EIC.

(ii) Site Records

Contractor shall maintain various site records like inventories of materials, approval of material, testing, hindrance etc as per standard practice or as advised by Engineer / EIC.

17. Temporary Fencing, Barricades etc.

The Contractor shall provide and maintain a suitable approved temporary fencing / barricades and gates to adequately enclose all boundaries of the site for the protection of the public and for the proper execution of the Works including all costs incurred for the security of the Works and in accordance with the requirements of the Engineer / Employer and regulations of local authorities / pollution board. These shall be altered, relocated and adapted from time to time as necessary and removed on completion.

18. Site Meetings

Progress and quality evaluation meetings will be held at the site every week or fortnightly. The Contractors senior representative in charge of the project along with his site-in-charge and other staff including staff of approved subcontractors 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 by the Engineer / EIC which also shall be attended by the above referred representatives.

19. Programme of Works

(i) Detailed Programme to be furnished

Within 4 days of receiving letter of Acceptance / Award the Contractor shall prepare and submit a detailed programme of works in the form of a Bar Chart / Mile stone network showing all activities & the order of procedure in which he proposes to carry out the works including labour histogram, cash flow and deployment of equipment. Within 15 days from the date of submission, the Engineer / EIC shall convey to the Contractor his comment / approval on the programme.

The contractor shall be required to submit the PERT / CPM chart for the various activities involved in this work including dependencies etc., and regularly monitor the

progress of construction accordingly.

(ii) **Programme to be modified**

Subject to the provisions of **Clause no. 19** hereof, if at any time it should appear to the Engineer that the actual progress of the works does not conform to the approved programme referred to in sub-clause (i) of this Clause, the Contractor shall produce a revised & detailed programme showing the modifications to the original programme necessary to ensure the completion of the works within the time for completion as defined in **Clause no. 32 of GCC** hereof.

(iii) **Cash Flow**

The detailed programme shall also show the estimated Cash flow required for each month to complete the works.

(iv) **Progress Report / Photograph**

Two copies of Weekly progress reports containing the following shall be submitted by the Contractor to the Employer through the Engineer on or before the 3rd day of the next month.

- (a) weekly detailed progress report showing the progress of individual activities of programme as achieved at site till such period & being suitably marked on the approved network diagram, or as directed by the Engineer, shall be provided by the Contractor indicating the actual state of progress during the course of the contract, together with other details of procurement & delivery schedules of materials / equipment, as required by the Engineer.
- (b) Three copies of coloured photographs showing important progress of work.
- (c) Labour report in the form prescribed by the Engineer.
- (d) Equipment & machinery report in the form pre scribed by the Engineer.
- (e) Supervisory staff report in the form prescribed by the Engineer.
- (f) Remedial Measures for covering up delay, if any.
- (g) Bottlenecks and hindrances,

Apart from the above the Contractor shall submit daily report indicating regular deployment of his staff and works, equipment, important stages of progress, procurement of construction materials etc. as approved by the Engineer.

20. Procedure for Measurement, Record and Billing:

- i. All measurements shall be taken jointly by the Contractor / Engineer. During measurement, Contractor shall provide all assistance with measuring appliances, labour and other necessary for measurement.
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- ii. Interim Bills shall be submitted by the Contractors based on the measurement taken for Scrutiny and Certification for payment by Engineer / EIC.
- iii. Engineer to Scrutinize, Check and record the measurements on the Measurement Sheets / Books (duly approved by Employer and issued to Engineer) and to Certify the bills for payment.
- iv. Measurement shall be taken as per methods of measurement spelt out in the Specification / Contract document. In case of any dispute as to the mode of measurement not covered by the Contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specification / CPWD / Standard Engineering Practices as decided by Engineer shall be followed in order of preference.
- v. While preparing the final bills overall measurement may not be taken again. Only volume of work executed since the last measurement bill along with summary of final measurements will be considered for the final bill. However, detailed checking of previous Interim Bills shall be made and in case there are any missing items or measurements, the same shall be recorded.
- vi. Incase, the Contractor does not submit the Final Bill within the stipulated period as specified in **Clause no. 31** of General Condition of Contract, the Engineer may take the measurements of his own and certify the Bill which will be binding on the Contractor.
- vii. The schedule of payment of Bill shall be as specified in **Clause no. 31** of General Condition of Contract.

21. Disposal of Refuse etc.

- i) The Contractor shall cart away from site and deposit where directed by the Engineer all refuse, etc. arising from the Works both as it accumulates, at completion of the Works or at the direction of the Engineer. No extra cost shall be paid for by the employer for the same.
- ii) It is the responsibility of the Contractor to obtain a certificate from the local authorities concerned to the effect that all rubbish arising out of Contractor's activities at the construction site or any other offsite activities borrow pits and / or disposal area(s) has been properly disposed off.

This certificate from the authority shall be dated not later than the (last) Certificate of Completion of Works and is to be enclosed with the Payment Certificate in which the Contractor requests for payment of any Retention money due to him.

22. Contractor to verify site Measurements

The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractors or by nominated or other sub-contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, as will not in any way delay the works. A copy of all such information passed on shall be given to the Engineer.

23. Hoarding

Deleted

24. Bar-bending Schedule for reinforcement Work

Deleted

25. Approved Makes / Agencies

The Contractor shall provide all materials from the list of approved makes and also appoint the specialist agency from the approved list as provided in the Tender. The Architect / Employer / Engineer will approve make / agency as selected by the contractors within the approved list after inspection of their samples / mock-ups and their compliance to Technical Specifications / B.O.Q. items and after ascertaining their spare capacities and recent past performances. In case the materials are not in conformity with BOQ & Technical Specification though it is in approved list or for Aesthetic reason, Employer / Architect may select the other approved makes.

26. As Built Drawings / Documents / Shop Drawing

(a) Drawings Issued to the Contractor by the Engineer:

The Engineer will issue three sets of the drawings / soft copies to the Contractor for the items for which some changes have been made from the approved drawings as instructed by the Engineer. The contractor will mark the changes which have been made from the approved drawings and submit the copies of drawings / soft copies to the Engineer for his approval. In case any revision is required or the corrections are not properly marked, the Engineer will point out the discrepancies to the Contractor. The Contractor will have to incorporate these corrections and / or attend to discrepancies either on the copies as above or fresh copies as directed by the Engineer and resubmit to the Engineer for approval along with soft copies. The Engineer will return one copy to the contractor duly approved for his records.

(b) Shop drawings prepared by the Contractor :

The contractor shall prepare the shop-drawings as & when required or as directed by EIC. The Contractor will modify the drawing prepared by him wherever any changes are made consequent to site decisions etc. as approved by the Engineer. Three copies

along with soft copies shall be submitted of these corrected drawings to the Engineer for his approval.

The Engineer shall return one copy of the same, duly approved, if found satisfactory or advise contractor the changes required or discrepancies, if any. The Contractor shall resubmit the three copies after incorporating all the corrections / changes etc. with soft copies. The Engineer / Architect will return one copy to the contractor duly approved for his records.

(c) **Documents :**

Contractor shall submit documents like Maintenance and Operation Manuals, Literatures of various equipment, guarantee etc. in bounded form in triplicate to Engineer on completion of work, which will be construed as a condition for certify Final Bill.

27. Procurement of Materials.

The contractor shall make his own arrangement to procure all materials required for the work. All wastages including that in cement and steel shall be to the contractors account.

28. (i) Excise & Sales Taxes for Works

The Contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees or charges in respect of the works including but not limited to Excise duties payable in respect of materials, equipment, plant and other things required for the Contract. All of the aforesaid taxes, duties, levies fees and charges shall be to the Contractor's account and Employer shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, levies, fees etc., if any, till completion of work shall be deemed to be included in the accepted rates and no extra claim on this account will in any case be entertained except for GST.

(ii) New Taxes, Duties & Levies, etc.

If a new Tax or Duty or Levy is imposed under as statute or law during the currency of the contract, the same may be reimbursed by the Employer if so deemed fit on documentary evidence.

29. Materials and Labour

Deleted.

30. Non-Assignability

This Contract & Benefits and Obligations thereof shall be strictly personal to the bidder bidding the bid and shall not on any account be assignable or transferable by the Bidder. Also, the

Bidder will not be allowed to get the work executed on back to back basis through any other agency except for specialized works.

31. Appointment of Specialist Agencies

The contractor shall appoint specialist Agencies for the following works with due approval from Engineer / Engineer-in-charge apart from that mentioned in elsewhere of the tender document for specialized works.

- i. Electrical and ELV System
- ii. Fire Fighting Work & Fire Alarm work

The specialist agencies so appointed by the contractor should have adequate Technical and Financial capability and have proven record for the relevant works.

The contractor shall submit the relevant documents to the Engineer / Engineer-in-charge for appointing specialist agencies and shall get approval from the Engineer / Engineer-in-charge.

The appointment of specialist agencies shall not relieve contractor from any of their performance obligation as per the contract. The contractor should be fully and solely responsible for the quality and completion of works to be carried out by the specialist agencies.

However, contract can deploy their own In-house facilities only if it is approved by Employer / Engineer after verifying their credential and past performance.

32. Priority of Contract Documents

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the documents forming the Contract shall be as follows in order of precedence.

1. BOQ & its nomenclature
2. Tender drawings
3. GFC drawings issued by Interior Designer on award of the work.
4. Technical specifications
5. Special conditions of contract
6. Latest IS Codes / CPWD specifications
7. Decision of Interior Designer/Bank

33. Statutory Approvals

Contractor shall obtain all statutory approvals at his own cost before commencement and on completion of work, if required from the GIFT authorities. However, Employer shall pay or reimbursed the all official fees on demand/producing original receipts.

The contractor shall assist Architect to obtain the Occupation Certificate from Local authorities on virtual completion of the work so as to obtain the power, water and sewerage connections from the respective authorities in order to hand over the building before stipulated completion date.

34. Contractor to co-ordinate with other Contractors:

Contractor has to co-ordinate with other Contractors employed by Employer for other works and for any dispute the same to be brought to the notice of Employer / Engineer.

35. Delegation

The BOB may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

36. Basic Rates for Materials

Deleted

37. Typographic or Clerical Errors:

The Architect's clarifications regarding partially omitted particulars or typographical or clerical errors in the Tender documents shall be final and binding on the Contractor.

38. Rate Analysis of Major Items:

Rate Analysis of major items to be submitted by the Bidder before award of work if so required by Employer.

39. Notices:

Notices of the Employer to the Interior Designer / or the contractor may be served personally or by being left at or sent by registered post to the known place of abode or business of the party to whom the same is given or in the case of the Contractor by being left on the works. In the case of company or corporation, Notices may be served at or sent by registered post to the registered office of the Company or Corporation. Any notice sent by registered post shall be deemed to be served at the time when, in the ordinary course of post, it would be delivered

40. Soil Test Report:

Deleted

41. Technical Audit

The whole of the work may be technically audited by the Chief Technical Examiner (CTE) of the Central Vigilance Commission, Government of India from time to time. Any defects, improvement or testing etc. conveyed by the Examiner shall be carried out by the contractor at no extra cost, to the satisfaction of the CTE. Any deduction suggested by the CTE either due to faulty workmanship or not adhering to the specification will be effected. The Employer shall have a right to cause a technical examination and audit of work and running and final bills of

the contractor including all supporting vouchers. Abstract, etc. to be made at the time of the bill. If as a result of this examination or otherwise any sum is found to have been overpaid in respect of any work done by the contractor under the contract the contractor shall be liable to return the amount of over payment and it will be lawful for the employer to recover the same from any sum or sums due to him and in any other manner legally permissible and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work, executed by him under the contract, the amount of such under payment shall be duly considered / paid by the employer. Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Employer and set off against any claim of the Employer for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Employer.
