

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. INSPECTION OF DRAWINGS**

Before filling in the Tender, the tenderer will have to check up all drawings and schedules of quantities and will have to get an immediate clarification from the Consultant on any point that he feels is vague or uncertain. No claim for damages or compensation will be entertained on this account.

### **2. FILLING UP OF TENDER SCHEDULE OF QUANTITIES (BOQ) ITEM RATES**

The offer based on Tender BOQ shall be on item rate basis for the equipment & material delivered, installed, tested and commissioned in accordance with the specification and accompanying drawings.

Rates quoted in the schedule, shall be inclusive of all the freight, taxes, duties, levies, statutory changes, Octroi, GST, work contract tax, Excise duty, royalties etc. as well as transportation so as to execute the contract as per the rules and regulation of the local bodies, state government and the government of India and to the full intent of tender document.

The quantum of taxes or duties for finished products only shall become adjustable in the final bill of the contractor. However, no statutory changes in the quantum of the taxes or duties for raw materials and unfinished products will be entertained by the owner.

### **3. UNIT RATES AND QUANTITIES**

Unit rates for the piping, sheet metal work etc. shall remain valid till the completion of the work in all respects and shall be free from variation due to increase or decrease in cost of materials. Labour or any other reasons whatsoever.

Unit rates shall be inclusive of flanges, fittings, tees, bends, elbows, vanes, dampers etc. and no additional payment will be made for these items. The BOQ for these items shall be with a brief description of major equipment only. It is the contractor's responsibility to provide items like hangers, supports, bends, tees & flanges, etc. even if it is not specifically mentioned in the BOQ and as may be required for each of the items in order to provide a satisfactory working air-conditioning, ventilation and exhaust system as per detailed specifications and drawings.

The contractor shall include and provide necessary mounting frames and brackets together with vibration isolators for indoor and outdoor split units, fans, AHU's, FCUs and any other equipment.

Supports from structure shall be by means of approved anchor fasteners. All supporting structure to be hot dipped as approved by architect. All fasteners shall be galvanised. All welded joints or where galvanising worn out to be covered with galvanising spray, coating after installation.

The rates quoted shall also include for scaffolding work. All scaffolding required for erecting / installation of ducts, pipes & equipments shall be in scope of HVAC contractor.

Low Side Contractor is fully responsible for carrying out the house keeping activities on a daily basis and the wastage / scrap / other items should be discarded from site on daily basis. The ducts shall be covered for the open portion, till the time they are fully connected. AHU filters to be covered with muslin cloth till the time, the site is cleared from the construction dust.

#### 4. SCHEDULE OF QUANTITIES:

(No Claim Because Actual Quantities Differ From Preliminary Statement):

A schedule of probable quantities in respect of the work and specifications accompany these conditions. The schedule of probable quantities is liable to alterations be omission, deductions or additions at the discretion of the Consultant / Employer.

The quantities of the various kind of work to be done and materials to be furnished under this Contract which have been estimated and are set forth in the proposal or the Agreement or the lists or Contract prices, are the best available, but may not be accurate in any or all particulars and are only for the purpose of comparing on a uniform basis the bids offered for the works under this Contract.

The Contractor agrees that neither the Employer nor the Consultant nor any of the employee, or agent, here of shall be held responsible if any of the said estimated quantities shall be found to be not even approximately correct in the execution of the work and that he will not at any time dispute or claim of such statement nor assert that there was any misunderstanding in the regards of character, size and type of work to be done or the kind of amount of the material to be furnished or work to be done. Further, the contractor shall make no claim for anticipated profits, for loss of profits or for damages because no work is ordered under certain items or because of a difference between the quantities of the various kind of work to be done or materials actually delivered and the estimated quantities set forth by the employer or the consultant.

As the schedule of quantities (BOQ) does not separately indicate items like flanges, bends, supports etc. it will be contractor's responsibility to ascertain the quantities before tendering. No extra claim will be entertained once the offer is accepted. It is understood that the contractor shall submit the offer considering a unit rate for tender items. In the event of some of the items getting deleted / reduced the item rates offered by the contractor shall not vary in any way. No extra claim for such items shall be entertained.

The item description of each item, unless otherwise specifically mentioned shall deem to include: "Supply, conveyance and delivery, unloading and storing, hoisting, fixing and constructing, all labour for finishing to required shape and size setting and fixing into position (As per Architects drawings and instructions), cutting and waste, return of packing, taxes and duties, overhead, profit and other charges"

#### 5. EXECUTION OF WORK

The whole of the work as described in the Contract (including the schedule of quantities, the specifications and all drawing pertaining thereto) and as advised by the Consultant from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Employer / Architect /Consultant. Any minor details of work which are obviously and fairly intended, or which may not have been definitely referred to in this Contract, but which are usual in sound construction practice and essential to the work, are to be included in the contract.

#### 6. DIMENSIONS

Figure dimensions are in all cases to be followed and in no case should they be scaled. Large – scale details take precedence over small-scale drawing in case of discrepancy, contractor is to ask for an explanation before proceeding with work.

## 7. PROGRAMME OF WORK

The Bidder shall, along with his bid, submit a schedule for completion of work, either in the form of a CPM Net Work or in the form of a bar chart, showing how he proposes to complete the works. This programme shall be prepared in sufficient detail & shall indicate, among other things, the following details on month-to-month basis (for each month).

- (a) Quantum of work under each major item of work that would be carried out.
- (b) Amount of resources that would be deployed (e.g. skilled / unskilled labour, technicians, equipment etc.)
- (c) Schedule of delivery of materials to site.
- (d) Approximate value of work contemplated to be completed each month.
- (e) Schedule and manner in which details or materials (to be issued by the Employer) are required from the Consultant / Employer.
- (f) Time period allowed for other agencies work.
- (g) Various milestones to be achieved.

This programme, suitably amended after discussions with the Consultant / Employer, shall become binding on the Contractor. However, during the execution of project, should it become necessary, in the opinion of the Consultant / Employer, to reschedule some of the activities, the contractor shall do so at no extra cost and/or without any other claim.

Acceptance of bidder's tender does not necessarily imply acceptance of the schedule submitted and the Consultant / Employer reserves to himself the right to modify / amend this schedule to suit the overall project schedule and the contractor shall adhere to these revisions / modification at no extra cost to the Employer.

Open space for storage could be provided by the employer. The contractor as to make arrangements for enclosing open space & for providing safety & security arrangements. No claim shall be entertained for loss of any material / equipment / item from the contractor's custody.

## 6. ACTION WHERE THERE IS NO SPECIFICATION

In the case of any class of work over which there is no specification mentioned, the same shall be carried out in accordance with the Indian Standard Specifications subject to the approval of the Consultant/Architect and Clients.

## 7. REPORTING OF ACCIDENTS TO LABOUR

The Contractor shall be responsible for the safety of persons employed by him on the works and shall report serious accidents to any of them, however and wherever occurring on the works, to the Consultant/Architect / Employer. The Contractor shall make every arrangement to render all possible service to such workman. This shall be without prejudice to the responsibility of the Contractor under the Insurance clause of the General Conditions.

## 8. CLEARING THE SITE OF WORKS

The Contractor shall clear the site of works as per the instructions of the ARCHITECT. The site of works shall be cleared of all men, materials, sheds, etc., belonging to the Contractor.

The site shall be delivered in a clean and neat condition as required by the ARCHITECT within a period of one week after the job is completed. In case of failure by the Contractor, the Employer under advice of the Consultant / Architect will have the right to get the site cleared at the risk and cost of the Contractor to the satisfaction of the Consultant.

#### 9. OCCUPATION OF PARTIALLY COMPLETED FLOOR BY THE EMPLOYER.

The Employer shall be entitled to and at liberty to occupy even the partially completed areas or any portion thereof by themselves or through their agents and servants if they so desire in which event. Necessary extension of time on this account for completing the work shall, however, be granted to the Contractor, but he shall have no claim for any compensation whatsoever due to the delay involved in completing the work.

#### 10. PREPARATION OF AREAS FOR OCCUPATION AND USE ON COMPLETION

On completion of the work, the Contractor shall inform the Consultant / Architect in writing that he has finished the work and it is ready for the Consultant's inspection. The Contractor shall clean all ducts from inside, if required, all AHU's and other equipment etc including cleaning and oiling if necessary of all hardware, inside and outside on all floors and in every part of the building. He will leave the entire building neat and clean and ready for occupation and to the satisfaction of the Client.

#### 11. EXTRA ITEMS / DEVIATIONS

The Contractor shall not commence work in respect of any extra items / deviated items without obtaining the approval of the ARCHITECT / Employer in writing. The Contractor shall immediately submit the rate analysis for such item, with necessary details to support the rate quoted. The rate shall then settled by the Owner / Architect & necessary certificate based on this shall be given to the Employer while in incorporating the item in the Interim Bills.

Claims for extra / deviated items shall be submitted in separate sheets.

#### 12. INDEBTNESS AND LIENS

The Contractor agrees to furnish the Employer from time to time during the progress of the work as requested, verified statements showing the contractors total outstanding indebtedness in connection with the work covered by the Contract. Before final payment is made, the Employer may require the Contractor to furnish the Employer with satisfactory proof that there are no outstanding debts OR liens in connection with the Contract. If during the progress of the work, the contractor shall allow any indebtedness to accrue to sub-contractors or others and shall fail to pay or discharge same within five (5) days after demand, then the employer may withhold any money due to the Contractor until such debt is paid, or apply the same towards the discharge thereof.

The Contractor shall also be required, if so desired, by the Employer, to produce original receipts or certified true copies of such receipts, challans etc. of having paid all statutory dues like Sales tax, Duties, Works Contract tax, VAT etc.

#### 13. INDEPENDENT CONTRACTOR

The Contractor agrees to perform this Contractor as an independent Contractor and not as a sub-contractor, agent or Employee of the Employer.

#### 14. WORK PERFORMED AT CONTRACTORS RISK

The Contractor shall take all precautions necessary & shall be responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages or other protection necessary for the purpose. All work shall be done at the contractor's risk, and if any loss or damage shall result from fire or from other cause, the contractor shall promptly repair or replace such loss or damage free from all expenses to the employer.

The contractor shall be responsible for any loss or damage to materials, tools or other articles used or held for use in connection with the work. The work shall be carried on and completed without damage to any work or property of the Employer or of others and without interference with the operation of existing machinery or equipment, if any.

#### 15. SITE SUPERVISION:

During the contract period, the Contractor shall appoint at the site a senior Engineer to the satisfaction of the Consultant and shall continue him in such appointment for three months after the grant of the Virtual Completion Certificate to him. The Consultant / Architect shall be entitled to approve or disapprove without assigning reasons the appointment of such Engineer proposed by the Contractor. This condition shall be reckoned as being the essence of the contract and its breach shall make the contract revocable at the option of the employer.

The Engineer so appointed shall co-ordinate the execution of work by contractors of other trades in general and shall perform the following function in particular:

- (1) The Senior Engineer, in-charge of co-ordination, shall be responsible for providing all the necessary support, required to be given by the Interior contractor by virtue of the contract, to the various HVAC contractors for the purpose of commissioning & testing of their respective HVAC.
- (2) The Senior Engineer shall have adequate knowledge about the various HVAC involved in the job to appreciate the importance of various interface activities to be performed by the main Interior contractor in the desired sequence so as not to hold up the work of the HVAC contractors as regards commissioning and testing of their respective HVAC.
- (3) The Senior Engineer should have preferably past experience of shouldering similar responsibilities to appreciate the importance of this final critical phase of the project where utmost co-ordination is required for cutting down the delays in successful commissioning of the entire facility.

#### 16. CONSTRUCTION DRAWINGS

The successful tenderer shall state on receiving the letter of intent, what drawings are yet to be issued by the consultants for execution purpose and what further details are required by him from the Consultant. Silence on the part of the successful tenderer in this regard will be construed to mean that he has all the information that he needs for ordering out materials and for contractual purposes.

Unless specifically asked for in writing, delays later claimed by the successful tenderer on account of drawings will not be constructed as reasons for delay in the execution of work.

Apart from clarifications sought during the periodic visits to site by the Consultant/Architects representatives, the successful tenderer shall obtain all clarifications on the consultant's drawings from their office.

Extra / variation not registered within 2 weeks on receipt of drawings will not be entertained.

#### 17. COMPLETED DRAWINGS / ACCEPTANCE OF INSTALLATIONS

The Contractor shall furnish a set of drawings "as erected" and approved by different statutory authorities in accepting the work in its entirety and completion. The Consultant will verify the correctness of these drawings and after his approval the Contractor shall submit a further 2 sets of drawings with 2 CD's of the "as erected" drawings.

The Contractor shall submit the written acceptance of the installations by the different statutory authorities in respect of the different components of the installation and commission the system in the presence of the Consultant/Architect and Employer's representative before asking for the Virtual Completion certificate.

#### 18. TYPOGRAPHICAL OR CLERICAL ERRORS

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

#### 19. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall furnish the employer the following, before starting the work:

- i. The power of Attorney, name and signature of his authorised representative and of the person who will be in charge for the execution of the work.
- ii. A list of technically qualified persons employed by him for the execution of the work.
- iii. The total quantity and quality of materials proposed to be used by him for the work.

#### 20. TESTING OF WORKS AND MATERIALS AND PREPARATION OF SAMPLES

The contractor shall arrange to test materials and / or portions of the works as instructed by the Consultant/Architect / employer wherever possible to the ISI standards at his own cost, in order to prove their soundness and efficiency. If after any such test, the work or portions of the works are found to be defective or unsound, the Contractor shall pull down and re-erect the same at his own cost.

Samples of various materials shall be submitted by the Contractor for approval prior to ordering out the same, wherever necessary the contractor shall prepare samples to indicate the workmanship.

#### 21. COVERING UP OF WORKS

The contractor shall cover up and protect the works from the weather and from wear & tear as directed by the Consultant / Architect / Employer and shall suspend all wet operations during weather which in the opinion of Consultant / Architect, will be detrimental to the works.

#### 22. NOTICES

The Contractor shall give all notices and pay all fees / charges / royalties which may be levied / leviable by any authority and shall comply with all acts and Regulations for the successful completion of contract works.

### 23. WORK AT NIGHT

If the contractor is required to work done during the night in order to complete the work within the Time schedule, the contractor shall provide and maintain at his own cost sufficient light to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the contractor. No extra payment will be made for night. Prior intimation & approval should also be taken from the ARCHITECT.

### 24. ISSUE OF EXTRA CONSTRUCTION DRAWINGS

HVAC Consultant will supply two sets of drawings to the contractor for construction. Extra prints of drawing for construction will be issued on chargeable basis by Architect / HVAC Consultant as detailed earlier.

### 25. DISPLAY OF NOTICES

The Contractor shall display all permissions, licenses registration certificates and other statements required to be displayed under various labour laws and other legislation's applicable to the works at the site office and also maintain the requisite register / records actually and up to date and keep them ready for inspection by the concerned authorities and also make available the same to the Consultant / Architect / Employer for inspection.

### 26. APPROVAL OF MOCK – UPS AND SAMPLES

It will be the Contractor's responsibility to obtain written approval of mock – ups and samples from the Consultant/Architect and Employer. If this is not done, such items where these materials are used will be rejected by the Consultant/Architect / Employer.

### 27. APPROVAL OF FINAL FINISH IN CASE OF PAINTINGS etc.

In case of items for painting or items that will remain exposed, normally primer and three coats should suffice. However, to achieve the final finish to Employer's / Consultant / Architect's satisfaction, it may become necessary to have more than three coats or alternative finishes will have to be done. This will have to be done by the Contractor at no extra cost.

### 28. TENDERERS CONFIRAMTION:

The tenderer must obtain for himself on his responsibility and at his own expense all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine himself / themselves with all local condition and all the bye-laws, rules and regulation of the various authorities and matter pertaining thereto.

This is intended to be a performance-based contract whereby the contractor will be liable to execute the work on the basis of the plans and design offered by him or the plans and design hereby given & accepted by him. The contractor will have to guarantee for the due and proper performance of the work agreed to be so erected and installed by him. The contractor shall be paid his bills from time to time "on account" basis and the payments so made shall be adjusted against the moneys becoming due & payable to him at the agreed rates at the conclusion of the contract if the work erected and installed under the contract is found to be giving the due & proper performance.

#### 29. MOBILISATION PERIOD:

Contractor shall be allowed a period of 5-7 days from date of the Work Order ("Mobilization Period") for organising and gathering its resources and materials on the Site ("Mobilization").

#### 30. CONTRACT DOCUMENTS:

All Contract documents shall remain in the custody of the Employer and shall be produced by Employer at its office at all reasonable hours when requested by the Contractor and Architects. The Contractor acknowledges that all Contract documents and drawings are the copyright & the property of the Employer & that any use, reproduction or distribution of the same without the permission of the Employer shall constitute an infringement of the Employer's copyright in the same. The provisions of the immediately preceding sentence shall survive cessation or termination of this Contract.

The Employer will provide the Contractor, free of cost, one certified copy of the Contract and one copy of all further drawings issued during the progress of the Works. Contractor shall pay for any further copies of the Contract or such drawings if requested from the Employer. The Contractor shall keep one copy of all Drawings on the works and the Architect or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Employer all Drawings and Specifications.

#### 31. DAMAGE TO PROPERTY:

The Contractor shall be responsible for any thing, which may be excluded from the Insurance Policies referred to above, and also for all other damages to any property arising out of and incidental to the negligent or defective execution of Works. Contractor shall also indemnify the Employer in respect of any and all costs, charges or expenses arising out of claim or proceeding and also in respect of any award of compensation or damages arising there from.

#### 32. REMOVAL OF IMPROPER MATERIAL:

The Architect shall, during the progress of the Works, have power to order in writing from time to time, removal from the Works, within such reasonable time or times as may be specified in the order, of any material which in the opinion of the Architect are not in accordance with the Specifications or the instructions of the Employer/Architect,

The Architect may also order substitution of proper materials and the removal and proper re-execution of any executed part of the Works not in accordance with the Drawings and Specifications or Employer's/Architect's instructions, and the Contractor shall forthwith carry out such order, at Contractor's cost.

In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same and all expenses consequent or incidental thereto as certified by the Architect, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due or that may become due to the Contractor.

#### 33. ELECTRICITY FOR ERECTION:

Fees for permanent electric supply connection will be paid by the Employer to electric supply authority and reimbursed by client.



34. PHOTOGRAPHS:

No photographs of the works or any part thereof or construction plant shall be taken or permitted by the contractor to be taken by any of his sub-contractors or employees without the approval of the engineer and no such photographs shall be published or otherwise circulated without the approval of the employer.

35. INSTRUCTION BOOK:

The contractor will have to maintain a triplicate site instruction book for the use of engineer/architect/consultant which will be maintained at site at all times.

36. SITE MEETINGS:

A senior representative of contractor shall attend weekly meeting at works site and in addition meetings as arranged by employer/consulting engineer to discuss the progress of work & sort out problems, if any, & ensure that work is completed in stipulated time.

37. MOCK UP:

Contractor has to arrange for mock-up sample for his work as per the requirement / satisfaction of owner/architect without any additional cost.

40. ARCHITECT:

The contractor shall afford the ARCHITECT every facility and assistance for inspecting the works and materials. Either the ARCHITECT or any representative of the architect shall have the power to set out works or to revoke, alter, enlarge or relax any requirements of the contractor or sanction any day work, additions, alterations, deviations or omissions or any extra work whatsoever except in so far as such authority may be specially conferred by a written order of the architect / owner. The property development team of engineers of the owner shall act as ARCHITECT at site.

The ARCHITECT or any representative of the architect shall have power to give notice to the contractor or to his representative of non-approval of any work or materials whatsoever and such work shall be suspended or the use of such materials shall be discontinued until the decision of the architect is obtained. The architect or his representative will from time to time inspect the work, but such examination shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the works or after the same is completed.

41. SHOP DRAWINGS:

❖ Within one week from the award of contract, the contractor shall prepare necessary shop drawings based on the preliminary drawings and two (2) copies of all shop drawings shall be submitted to the HVAC Consultant for review and approval. The HVAC Consultant's review of all shop drawings will be limited to their conformity to the design concept and specifications. HVAC Consultant's approval of the shop drawings will not relieve the contractor from any of the responsibilities and requirements as stated in the Contract Documents. No work shall be fabricated until the shop drawings and all other related submissions, documentation, certifications, samples and the mock-up for that work have been reviewed and approved by the HVAC Consultant. On approval of the drawings by Project Consultant, the contractor shall submit six (6) copies of all drawings to HVAC CONSULTANT for release to execution/site.

❖ Shop drawings shall indicate the desired dimensional profile, and modules, function, design and performance standards and in general delineate the scope of the work. The contractor shall verify and co-ordinate these items with all applicable and or related trades, contracts drawings & specifications. The Specifications and Schedule of Rates shall be considered as part of this contract and any work or material shown on Schedule and not called for in the Specifications or vice versa shall be executed as if specially called for in both. The drawings indicate the extent and general arrangements of the plant room layout, ducting and piping layouts etc. and are essentially diagrammatic. The drawings indicate the points of termination of piping & ducts & location of grills etc. & broadly suggest the routes to be followed.

❖ The work shall be installed as indicated on the drawings, however any minor changes found essential to co-ordinate the installation of this work with other trades shall be made without any additional cost of the Owner. The data given herein and on the drawings is as exact as could be secured, but its complete accuracy is not guaranteed. The drawings are for guidance of the Contractor and exact locations, distance, and levels will be governed by the buildings. The HVAC contractor shall examine all architectural, structural, plumbing & sanitary and electrical drawings before starting the work and report to the Project Consultant any discrepancy, which in his opinion appear on them and get them clarified. He shall not be entitled to any extras for omissions or defects in these drawings or when they conflict with other works.

❖ Shop drawings shall indicate the desired profiles, dimensions and details of finish and in general delineate the scope of the work. Profile adjustments in the interest of economy, fabrication, erection and weather-ability to satisfy the performance requirements may be made only with written approval of the Project Consultant, provided that the general design and intent of the drawings and specifications are maintained.

❖ Shop drawings will be prepared by qualified experienced draftsman / engineer having specific experience in air-conditioning ducting design and layout. Shop drawings will be signed and stamped by the tender's principal engineer as having been checked and approved.

#### 42. SEQUENCING:

Sequence of installation shall be indicated on the applicable drawings.

#### 43. RESPONSE TIME DURING WARRANTY:

Any breakdown call from the client shall be attended as follows:

If the call is made before 11.00 a.m., the breakdown must be attended on the same day.

If the call is made after 11.00 a.m. the breakdown must be attended by the next day before 11.00 a.m.

The nature of breakdown must be informed to the client.

The response time clause is critical and must be strictly adhered to, failing which a penalty will be charged at the discretion of the client.