



A JV of Govt. of Gujarat & IRSDC  
**GANDHINAGAR RAILWAY &  
URBAN DEVELOPMENT CORPORATION LIMITED**

# **GANDHINAGAR RAILWAY AND URBAN DEVELOPMENT CORPORATION**

## **SPECIAL CONIDITIONS OF CONTRACT**

Name of Work: - Tender For Development of Parking at The Hotel Leela Gandhinagar.

GARUD (Office of Industrial Extension Bureau – iNDEXTb)  
Block No. 18, 2nd Floor Udyog Bhavan, Sector 11 Gandhinagar 382 010

1. **GENERAL:** The Special Conditions of Contract are an extension of and are to be read in conjunction with the General Conditions of Contract. If there is any contradiction in terms in the two, the conditions as per the Special Conditions of Contract shall prevail.
2. **WORK TO BE CARRIED OUT BY SPECIALISED PERSONS/FIRMS:** Technically competent persons or firms shall only carry out any special service installations included in the scope of the Work. The Contractor shall get these agencies approved from Employer prior to commencement of related works.
3. **Deleted.**
4. **Deleted.**
5. **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 Project Architect/Design Director before proceeding with the work.
6. **INSPECTION AND TESTING OF MATERIALS:** The Contractor shall, if so required, produce manufacturers' test certificates for any particular lot of materials supplied by him. In addition to manufacturer test certificates, necessary tests shall also require to be got done. The tests carried out shall be as per relevant Indian Standards and shall be carried out at Government approved test facility as per attached technical specification and as per approved QAP. All cost associated with such testing shall be borne by the contractor. QAP has to be submitted within 7 days from acceptance of LOA for approval of Employer/Engineer-in - charge. All such equipment shall be calibrated at specified frequency for accuracy at a Testing Facility approved by the Employer and calibration certificates will be submitted to the Employer.
7. **COMPLETION DRAWINGS & STANDARD MEASUREMENT BOOK (SMB):** On completion of the Work, the Contractor shall submit three (3) complete sets of the site produced drawings and marked up prints of "AS BUILT" drawings verified and approved by the Architect to the Employers representative. These drawings shall include and show all the changes / deviations made from the working drawings during the course of construction and also the other details as called for by the employer's representative.  
  
During the execution of the Works a set of drawings shall be retained in the Contractor's Site Offices for the exclusive purpose of recording changes made to the Work as the construction proceeds. The drawings shall be prepared on computer through AutoCAD Software and provided to the Employers representative on CD.

Along with the completion drawings the Contractor shall also prepare and submit to the employer's representative the Standard Measurement Book (SMB) in the form of a bound book and a soft copy of the same. SMB shall incorporate the standard measurements of the items as per the completion / as built drawings in modules finalized in consultation with the.

- 8. PRIORITY OF DOCUMENTS:** The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
  - a. Contract Agreement;
  - b. Letter of Acceptance
  - c. the said Bid and Appendix to Bid; the Technical Specifications/Design Criteria/Guidelines and applicable IS codes
  - d. the Conditions of Particular Application;
  - e. the General Conditions of Contract;
  - f. the tender drawings;
  - g. the Priced Bid
  - h. Other documents forming part of the contract.
- 9. LIST OF INDIAN STANDARDS REFERRED TO:** All materials to be supplied and works to be carried out shall conform to the applicable standards, specifications issued by Bureau of Indian Standards with its latest amendments. If for some item of works or materials, Indian Standard Specifications are not available, the works shall be executed as per standard Engineering Practice adopted for similar works.
- 10. APPROVED MAKE:** The contractor shall provide make of different materials to be used by him and shall have to procure and provide materials as per the list to be approved by the Engineer-in charge/Employer. In case of non-availability of list of vendors/make of material as a part of the contract, the contractor shall use only materials of makes which are approved by Engineer-in Charge/Employer.
- 11. PROCUREMENT OF MATERIAL:** The Contractor shall make his own arrangements to procure all the required materials for the work. All wastage's and losses in weight shall be to the contractors account.
- 12. TESTING OF INSTALLATIONS:** The Contractor shall perform all tests as may be necessary and required by the Employer to ensure quality of the executed works and by local authorities to meet Municipal and other bye-laws, regulations in force. The Contractor shall provide all labour, equipment, and materials etc., required for the performance of the tests. All cost associated with such testing shall be borne by the contractor.

**13. QUALITY ASSURANCE AND CONTROL PROGRAM:** The Contractor shall establish an effective quality control system at the Site and implement the same through an independent team consisting of the Contractor's Representative and qualified and experienced engineers and technical personnel to enforce quality control on all items of the Work and the Project at all stages.

The contractor shall employ at his own cost at least one experience Project Engineer (min. 15 yrs. of experience) in carrying out similar type of works at site with adequate nos. of Engineers, Safety Engineer, Supervisors and Foremen for the work of quality assurance in the project.

**14. SHOP DRAWINGS:** The Contractor shall prepare detailed shop drawings based on the Tender drawings and get the same approved by the GARUD or its authorized representative/representatives.

**15. ELECTRIC POWER:** The contractor shall make his own arrangements for electric power supply at his own cost. The Employer shall not take any responsibility for power connection from Electricity Board. The Contractor shall provide and operate generating sets of suitable capacity at required locations at his own cost to meet with the situations arising out of interruptions of electric power supply either or short or long duration. The Contractor shall not raise any claim against the Employer for failure or stoppage of power supply for any reasons whatsoever. Demand charges and any other charges over and above energy charges as levied by the Electricity Company shall also be borne by the Contractor.

**16. OTHER CONTRACTORS:**

a. When two or more Contractors are engaged on work in the same vicinity, they shall work together in a spirit of co-operation and accommodation. The Contractor shall not take or cause to be taken any steps or actions that may cause disruptions, discontent or disturbance to the works, labour and arrangements of other Contractors in the neighbouring project localities. In case of any difficulties amongst the Contractors, the Employer's Representative shall direct the manner in which each Contractor shall conduct his works so far as it does not affect the others.

b. It is possible that work at, or in the vicinity of the site of work will be performed by the Employer or by other Contractors engaged in work for the Employer during the Contract period. The Contractor shall without charge permit the Employer and such other Contractor's and other workmen to use the access facilities including roads, lighting installation and any other facilities constructed or acquired by the Contractor for use in the performance of the works till they are required to be maintained for the purpose of this work.

- 17. LIGHTING AND WORKS:** The Contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.
- 18. WORKING AT NIGHT:** If the contractor is required to do preliminary works at night, in order to complete the work within the Time Schedule, the contractor shall provide and maintain at his own cost necessary and sufficient barricades/lights etc., to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the contractor. The works can be allowed to be carried out during night, Sundays or authorized holidays in order to enable him to meet the schedule targets and the work shall require almost round the clock working keeping in view:
- a. The provisions of relevant labour laws being adhered to:
  - b. Adequate lighting, supervision and safety measures are established to the satisfaction of the Engineer-in-Charge/Employer and
  - c. The construction programme given by the Contractor and agreed upon by the Engineer-in-Charge/Employer envisages such night working or working during Sundays or authorised holidays.
  - d. Sufficient advance notice shall be given of the intention to work at night to the Engineer-in-charge.
  - e. The Contractor shall not be entitled to any extra payment for night work.
- 19. PRECAUTIONS AGAINST FIRE, WATER AND CONSTRUCTION MISHAPS:** The contractor shall take all precautions and preventive measures for safety against all hazards at the Site and shall assume full responsibility for the same.
- 20. Deleted.**
- 21. DRILLING, CUTTING ETC.:** All cutting and drilling of walls or other elements of the building for the proper entry/installation of inserts, boxes, equipment, etc. shall be carried out using electrically operated tools only. Manual drilling, cutting, chiselling, etc. shall not be permitted. No structural member shall be cut or chased without the written permission of the Employer's representative. Cutting and drilling of structural members shall be carried out using vibration free diamond wire sawing and diamond drilling only with prior permission from the Employer's representative. The costs for procurement and using such equipment are deemed to be included in the Contract and no extra costs will be paid.
- 22. APPROVAL FROM STATUTORY BODIES:** The Contractor will obtain commencement Certificate, No Objection Certificate and Occupation Certificate if applicable for the permanent building works under this Contract. Further, Contractor shall also provide all the requisite documents, NOCs and support for the procurement of above NOC, commencement and occupancy certificate and submit the same to the Employer.

The contractor shall be responsible for providing required notices to authorities and to obtain and retain with him at his own cost all other approvals from the statutory bodies pertaining to works under this tender and temporary structures to be constructed at site, labor, ESI, PF, Tax Depts. etc. and any other approval required to facilitate performance of Contractor's work under the Contract till completion.

Refusal by statutory authorities to issue completion / occupation certificate or any other approvals due to the Contractor's failure to construct the building in accordance with the sanctioned plans and/or specifications shall render the Contractor liable for damages and in addition, render him liable to obtain such certificates at his cost.

**23. LABOUR WAGES:** The Contractor shall have no claim whatsoever, if on account of any rules and regulations or otherwise, he is required to pay wages in excess of fair wages called for under relevant clause of General Conditions.

**24. Deleted.**

**25. PROJECT FACILITIES:** The Employer shall provide adequate space for setting up contractor's office for which no rent shall be charged, however the land shall be restored to original condition before issue of completion certificate of the project. Adequate space shall be provided near the project to store the supplies to the project, for which requirement shall be submitted by the contractor to the Employer.

**26. TESTING FACILITIES AT SITE:** The Contractor shall provide facilities/equipment to test the quality of material being used as required and approved QAP.

**27. REPORTS & CHECKLISTS BY CONTRACTOR:** Contractor has to note that Employer follows the ISO procedures and all reports, returns & checklists shall conform to ISO standards & procedures as informed to the Contract or by the Employer time to time. Within 15 days' award of contract the contractor shall submit the draft formats for various reports and Checklists for the approval of the Employer. During progress of the work the Contractor shall prepare and submit to the Employer various checklists, for having checked various Works at different stages of progress and reports as per the approved formats and at specified frequency.

- a. The Contractor shall file daily category-wise labour return. The report shall indicate scheduled requirement against actual strength as per approved schedule.
- b. The Contractor shall prepare weekly reports of planned and actual progress of the Work and the subsequent week's scheduled Work. These will also include material procurement status. If any activities are delayed, a catch up progress shall also be submitted to make good the progress.
- c. These reports shall be submitted to Employer's Representative and shall be reviewed in weekly co-ordination meeting. Site meetings shall be held at regular intervals and in addition to other meeting required by the Employer. There shall be at least one site meeting per weekly in the presence of the Engineer to discuss

and co-ordinate the work. The Contractor shall provide responsible member of his organization who is authorized to commit and bind the contractor to any agreement reached during said meeting. Contractor is required to hold project meetings at times and locations approved by Employer.

- d. Notify participants of meetings.
- e. Contractor shall record minutes of meetings and distribute to participants within 3 days of meeting.
- f. The Contractor shall submit monthly report.
- g. Further progress charts and schedules shall be prepared by the Contractor as directed by Employer.
- h. Contractor shall submit a safety procedure manual or Company policy on safety. Complying with the HSE Plan and outlining its implementation by the Contractor and including:
  - i. HSE Manual
  - ii. Company HSE policy
  - iii. Quality Assurance and Control System (Sample format)
- i. Contractor shall maintain and make available all the records pertaining to reports, returns and checklist to the Employer during audits (internal as well as external) and make necessary corrections, additions and actions based upon the findings / observations of the audits.

**28. DISPOSAL OF REFUSE:** The Contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the Engineer-in Charge at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor 's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

**29. SITE BARRICADING:** Site barricading if required with painted GI sheet at site shall be maintained by the Contractor at his own cost till completion of the Project. Contractor for safety reason provide the GI sheet barricading around the excavated pits and his work area, which shall be put in proper line and level and shall be painted as per the instructions of the Employer. Contractor shall at his own cost provide lockable gates at all the openings in the site barricading, boundary wall, access roads that may be required from time to time during progress of work. Contractor shall be required to provide appropriate barricading within the site to ensure safety of men and material, at his own cost.

**30. Deleted.**

**31. WATERAND ELECTRICITY:** Contractor has to make own arrangement for Electrical Power and water required for the works including drinking water for the workers at site,

the internal distribution would be responsibility of the contractor including any charges thereof.

- a. The Contractor shall also make his own arrangement for alternative standby services at his own cost in the form of additional Generators of adequate capacity (day & night) so that there is no delay in progress of Work as per construction schedule submitted by him and approved by the Employer.
- b. The Contractor shall prepare schematic distribution diagrams of distribution of electricity and water for construction purposes incorporating all safeties and get them approved by the Employer, the distribution at site shall be in accordance to the approved schematic. The contractor shall ensure incorporation and strict implementation of all safety parameters, equipment, instruments and directions given by the Employer from time to time in this regard.
- c. The contractor shall install the temporary distribution lines for water and electricity ensuring that work of other agencies / vendors is not interrupted or hampered. In case during the course of construction these lines foul or interrupt or hamper the work of other agencies / vendors, the contractor shall remove and relocate the service lines and relocate the same at his own cost with in the time stipulated by the Employer.

**32. Deleted.**

**33. ASSOCIATED CIVIL WORKS:** All civil works required for the storage of materials or the installation of equipment any other required for the contractor's functioning shall be the responsibility of the contractor.

**34. GUARANTEE TO PERFORM:** The contractor shall carry out the work in accordance with the drawings, specifications, schedule and other documents forming part of the contract.

The contractor shall be fully responsible for the performance of the works executed by him. All The guarantees on the approved format shall be submitted to the Employer's representative along with the as-built documentation at the end of the project. These guarantees will be executed & extended by the contractor and not by the sub agencies to the Employer's representative.

**35. ESCALATION:** The rates mentioned shall remain firm for the entire scope of works.

**36. DEWATERING AND FLOODING CONTROL:** The Contractor is deemed to have allowed for any and all temporary dewatering, during the execution of his Work. Such work shall include but not necessarily be limited to the safe disposal of the resulting water; removal, replacement and/or compaction of the water logged soils/surfaces; backfilling plugging of all temporary sumps, ditches, temporary materials and devices.



Contractor shall be deemed to have allowed for all costs associated with removal of flood waters and any associated sludge debris etc. Contractor has completed and handed over all his works under the Contract.

**37. POSSESSION:** The Employer is in possession of the entire project site and shall remain and /shall be deemed to be in legal and actual physical possession of the site throughout the period of the contract and even otherwise. During this period the Contractor will have only a revocable license to enter to site for the exclusive purpose of carrying out the construction only. The Employer at his sole discretion can revoke the contractor's license to enter without assigning any reason.

**38. Deleted.**

**39. Deleted.**

**40. Deleted.**

**41. Deleted.**

**42. Deleted.**

**43. SCHEDULE OF CONTRACTOR SUPPLIED MATERIAL:** All materials in the scope of works (As per attached Bill of Quantities) would be procured by the Contractor at his own cost.

**44. MATERIAL HANDLING CHARGES:** The Contractor shall at his cost make his own arrangements for unloading, handling, storage and within the site transportation to the point of work of all materials as required and instructed by the Employer's representative. No separate charges shall be paid to the contractor on this account. Contractor shall give to the Employer the detailed material requirement for procurement, however, the Employer shall make his own judgment and negotiate for quantities of materials that may be more / less than the contractor's requisition. In case quantities are more than the requisitioned quantities the contractor shall at his own cost make necessary arrangements for purchase & safe storage at site for the same till the time material get consumed in the works.

**45. PROJECT MILESTONE CHART FOR WORKS:** Contractor has to furnish the detailed construction programme and also has to incorporate the activities, services, keeping in view the provisions under various clauses of contracts.

In case of any variation in the timeline, it has to be approved by Employer/ Employer's representative before commencing the work at site. The approved timeline would then be a part of contract.

**46. EHS -CODE OF PRACTICE:** Code of practice has to be followed by contractor. In case of any contradiction between the provision of this contract and code of practice, provision given under this contract shall prevail.

- a. Providing protective foot wear to workers situations like mixing and placing of mortar or concrete sand in quarries and places where the work is done under much wet conditions.
- b. Providing protective head wear to workers at places like underground excavations, formwork, concreting to protect them.
- c. Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.
- d. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.
- e. Supply workmen with proper belts, ropes etc., when working in precarious slopes etc.
- f. Avoiding named electrical wire etc., as they would electrocute the works.
- g. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

**47. STATEMENT OF ETHICS:** GARUD is committed to conduct its business ethically and lawfully, GARUD values its relationship with Contractor and expects utmost integrity and transparency in all the dealings.

To that end, GARUD expects that the Contractor also values its relations with GARUD and will conduct its business ethically and lawfully. Throughout the term of this Agreement or any other document/ agreement/ arrangement between the parties, Contractor agree that neither it shall offer or give or agree to give to any person/employee of GARUD any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other agreement or for showing or for bearing to show favour or disfavour to any person with a view toward securing a favourable treatment. For any kind of grievances or integrity issue noted while dealing with GARUD or any of its representatives, employee, associate etc.

**48. REPORTINGBY CONTRACTOR:** Photograph: Contractor at his own cost shall submit at monthly, or intervals as required by employer (both in soft copy through digital imaging as well as hard copies) one set comprising of minimum eight negatives with 3 prints from each negative not less than 225x175mm each. Contractor shall submit final photographs as directed.

**49. GUARANTEES/WARRANTY:**

- a. All guarantees/warranty and test certificate for the entire work shall be transferred to the employer by the contractor on completion of the work.
- b. All guarantees/warranty shall be for the values and duration as mentioned in specification/ item description.

The bidder shall provide for 24 months' warranty after commissioning against all manufacturing defects and shall provide for free replacement of all materials having manufacturing defects.

**50. Deleted.**

**51. COST OF REPAIRS:** Loss or damage to the Works or materials to the Works between the Start Date and the end of the Defects Correction Periods shall be remedied by the Contractor at the Contractor 's cost if the loss or damage arises from the Contractor 's acts or omissions.

**52. MAINTENANCE MANUAL:** Maintenance manuals, product catalogues, all warranties and guarantees against each section of work shall be submitted hard bound in Triplicate as well as in soft on completion as directed by engineer. The contractor shall provide, within one month after completion of the work or along with the final bill, three sets of manuals properly bound which shall contain the following information:

- a. Description of installation items using main items of equipment.
- b. Description of all equipment and system operation with trouble shooting manuals.
- c. Line diagram of each system including main feature of equipment sand showing method of setting controls.

**53. COMPLETION:**

- a. The contractor shall handover complete installation works equipment etc to employer in good working condition except for normal wear and tear. Employer can perform any test to check this.
- b. The contractor shall prepare and submit O&M manual for and list of related Guarantees/ Warranties to be submitted to Employer each service as a part of contract the contractor shall carry out the operation and maintenance of the facility as per the approved manual for operation and maintenance and good engineering practice.

**54. INSTALLATION METHODOLOGY:** Contractor shall submit installation methodology for mirrors, drapes, carpet and wherever required by the Engineer-in Charge. Nothing extra shall be paid on this account.

**55. Deleted.**

**56. PROTECTION OF EXISTING PREMISES/STRUCTURES:** The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.

- 57. GENERAL OBLIGATIONS OF CONTRACTOR:** The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.
- 58. EMPLOYER'S DECISION:** It shall be accepted as in separable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specification, mode of the procedure and the carrying out of the work, the decision of the Employer/, which shall be given in writing shall be binding on the contractor.
- 59. POSSESSION PRIOR TO COMPLETION:** The Employer shall have the right to take possession of or use any completed part of work or works or any part thereof under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract.
- 60. Deleted.**
- 61. COMPLETION OF CONTRACT:** On the date of Contract Completion or if the Contract is terminated, all the installations, works and equipment placed under the Contractor 's responsibility shall be handed over to the Employer, at no cost, in good working order, except for normal wear and tear. The Employer may perform any inspections; tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order.
- 62. PAYMENT AND CERTIFICATES:**
- a. No payment shall be made for any work, estimated to cost less than rupees one thousand till after the whole of the said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting a monthly bill therefore, be entitled to receive payment proportionate to the part of the work then approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, nor shall any such payment be considered as an admission of the due performance of the contractor or any part therefore in any respect or the accruing of any claims, nor shall it conclude, determine, or affect in any way 'he power of the Engineer- in-charge as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the

completion of the work, otherwise the Engineer-in-charge's certificate of the measurements and of the total amount payable for the work shall be final and binding on all parties.

- b. No claim for compensation shall be allowed for any delay in execution of the work on account of water standing in borrow pits or compartment. The rates are inclusive of hard or cracked soil, excavation in mud, sub soil water or water standing in borrow-pits and no claim for an extra rate shall be entertained unless otherwise expressly specified. 3.Method of payment: Payment to contractor shall be made by cheque drawn on any treasury within the division convenient to the department, provided the amount exceeds Rest. 1000 Amount.

**63. SPECIFIC CONDITION TO PROJECT:**

- a. The work shall be carried out at all fronts & levels in each tower. The contractor shall be advised by Engineer representative for execution of front availability floor wise.
- b. Contractors has to arrange his own lifting arrangement such as builder hoist for materials, manpower & resources as required to complete the work.
- c. During the currency of the contract, inspection shall be carried out in India to manufacturers premises. The cost of such inspections for five people which includes transportation, lodging and boarding charges, local travel expenses, per-diem charges etc. shall be borne by the vendor/contractor.