

**SUPPLY AND INSTALLATION OF UPVC WINDOWS**  
**FOR**  
**PROPOSED PERMANENT CAMPUS (PHASE I) FOR INDIAN INSTITUTE OF**  
**MANAGEMENT UDAIPUR, AT VILLAGE BALICHA, UDAIPUR**  
**SPECIAL CONDITIONS**

**APPENDIX C – SPECIAL CONDITIONS OF CONTRACT (TECHNICAL)**

**1. Prices**

The prices to be quoted by the tenderer shall include the supply, installation, Testing & commissioning at the site, of all component, ancillary material and other items whatsoever required for carrying out the job to fulfil the intent and purposes as laid down in the specifications and / or the drawings.

The bidders' price shall be deemed to include all accessories and miscellaneous items, components panels, nuts, bolts, clamps, supports etc. as required for proper fixing and / or grouting of equipments and ancillary items. Except for the item where the price is separately indicated. Whether specifically mentioned or not the contractor shall also include, in his price, all taxes duties or other levies (viz. Excise duty, Customs duty, works contract tax, service tax, sales tax, Octroi etc.) which are legally leviable on equipment. Failure to include all leviable taxes and duties will not entitle the contractor to any extra claims from the Owner.

**1) Scope of work**

The general nature and the scope of work to be carried out under this contract is indicated in Specifications, Drawings and Schedule of Quantities. The contractor shall carry out and complete the said work under this contract in every respect in conformity with the contract documents and with the direction of and to the satisfaction of the Owners site representative. The contractor shall furnish all labour, materials and equipment (except those to be supplied by the owner) as listed under schedule of quantities and specified otherwise, transportation and incidentals necessary for supply, installation, testing and commissioning of the complete work for Water Supplysystem as described in the specifications and as shown on the drawings and as per site conditions.

**2) Service Works Excluded**

3.1 Any kind of civil work (i.e. finishing of jambs, cill, soffit etc).

### **3) Project Execution and Management**

The contractor shall ensure that senior planning and installation personnel from his organization are assigned exclusively for this project. They shall have minimum 5 years experience in this type of installation and shall ensure at least one full time engineer who would be exclusively responsible for ensuring strict quality control, adherence to specifications and ensuring top class workmanship. The names and details of the engineers proposed to be deployed should be indicated along with their qualifications and experience.

The contractor shall arrange to have mechanized & modern facilities of transporting material to place of installation for speedy execution of work.

### **4) Performance Guarantee**

5.1 The contractor shall carry out the work in accordance with the Drawings, specifications, schedule of quantities and other documents forming part of the contract as well as site conditions.

5.2 The contractor shall be fully responsible for the performance of the selected equipment (installed by them) at the specified parameters and for the efficiency of the installation to deliver the required end result.

5.3 Complete set of architectural drawings is available in the Project office and reference may be made to same for any details or information.

### **5) Bye – Laws and Regulations**

The installation shall be in conformity with the bye-laws, regulations and standards of the local authorities concerned; in so far these become applicable to the installation. But if these specifications and drawings call for a higher standard of materials and / or workmanship than those required by any of the above regulations and standards, then these specifications and drawings shall take precedence over the said regulations and standards. However, if the drawings and specifications require something which violates the bye-laws and regulations, then the bye-laws and regulations shall govern the requirement of this installation.

### **6) Fees and Permits**

The contractor shall obtain all permits / licenses and pay for any and all fees required for the inspection, approval and commissioning of their installation if required.

## 7) **Tender Drawings**

The drawings listed in this Tender, which may be issued with the tenders, are diagrammatic and indicate arrangement of the extent of work covered in the contract.

Contractor shall visit site prior to start-up of work to ensure that the layouts meet and match the structural openings and civil finishes for smooth execution.

**These drawings are not working drawings.** Under no circumstances shall dimensions be scaled from these drawings.

If required, the contractor shall follow the tender drawings in preparation of his shop drawings, and for subsequent installation work. All works of execution should only commence after receipt of the signed & stamped approval of the consultant / client.

## 8) **Technical Data**

Each tenderer shall submit along with his tender, the technical data, list of makes and data sheets for all items offered by them. **Failure to furnish complete technical data with tenders may result in summary rejection of the tender.**

## 9) **Shop Drawings**

All the shop drawings shall be prepared on computer through AutoCAD System based on Architectural drawings, site measurements and interior designer's drawings. Within **One** week of the award of the contract, contractor shall furnish, for the approval of the Architect / Consultant, three sets of detailed shop drawings of windows. These shop drawings shall contain all information required to complete the project as per specifications and as required by the Architect / Consultant / Owner's site representative. These drawings shall contain details of construction, size, arrangement and the details of all related items of work by other Contractors.

Each item of material proposed shall be from a standard catalogue product of an established manufacturer strictly from the manufacturers listed in Approved Makes and quoted by the tenderer in technical data.

When the Architect / Consultant make any amendments in the above drawings, the contractor shall supply two fresh sets of drawings with the amendments duly incorporated along with check prints, for approval. The contractor shall submit further four sets of shop drawings to the owners' site representative for the exclusive use by the Owners site representative and all other agencies. No material or equipment may be delivered or installed at the job site until the contractor has in his possession, the approved shop drawings for the particular material / equipment / installation.

## **10) Assembly and Inspection**

- i. Shop assembly of all component parts shall be made to ensure that all parts are properly fitted to minimize installation problems.
- ii. The Owners reserve the right to inspect any machinery, material and component (herein after collectively called "Equipment") finished or used by the contractor under this contract and may reject which is defective in workmanship or design or otherwise unsuitable for the use and purpose intended or which is not in accordance with the intent of this contract.
- iii. The contractor shall on demand by the Owners, remedy / replace at his own expense any such defective or unsuitable equipment. The contractor shall advise the Owners in advance when equipment is ready for inspection in the contractor's workshop and / or in his sub supplier's workshop.
- iv. The Owners Representative shall at all times have access to all parts of shops where equipment are being manufactured and also shall be provided with all reasonable facilities by the contractor and his sub supplier. None of the equipment to be furnished or used in connection with this contract will be supplied until shop inspection and performance testing, wherever possible, satisfactory to the Owners Representative has been made.
- v. Such shop inspection of the equipment shall not however, relieve the contractor from full responsibility for furnishing the equipment confirming to the requirements of this contract not prejudice any claim, right or privilege which the Owners may have because of the supply of defective or unsatisfactory equipment. Should the Owners waive the right to inspect any equipment, such waiver shall not relieve the contractor from his obligation under this contract.
- vi. Manufacturer's drawings, catalogues, pamphlets and other documents submitted for approval shall be in three sets. Each item in each set shall be properly labelled, indicating the specific services for which material or equipment is to be used, giving reference to the governing section and clause number and clearly identifying in link the items and the operating characteristics. Data of general nature shall not be accepted.
- vii. Samples of all materials shall be submitted to the Owners site representative prior to procurement. These will be submitted in two sets for approval and retention by Owners site representative and shall be kept in their site office for reference and verification till the completion of the project. Wherever directed a mock-up or sample installation shall be carried out for approval before proceeding for further installation.
- viii. Approval of shop drawings shall not be considered as a guarantee of measurement or of building dimensions. Where drawings are approved, said approval does not mean that the drawings supersede the contract requirements, nor does it in any way relieve the

contractor of the responsibility or requirement to furnish material and perform work as required by the contract.

- ix. Where the contractor proposes to use an item of equipment, other than that specified or detailed on the drawings, which requires any redesign of the structure, partitions, foundation, piping, wiring or any part of the mechanical, electrical or architectural layouts; all such redesign and all new drawings and detailing required therefore, shall be prepared by the contractor at his own expense and gotten approved by the Architect / Consultant / Owners site representative. Any delay on such account shall be at the cost of and consequence of the contractor.
- x. Where the work of the contractor has to be installed in close proximity to, or will interfere with work of other trades, he shall assist in working out space conditions to make a satisfactory adjustment. If so directed by the Owners site representative, the contractor shall prepare composite working drawings and sections at a suitable scale, not less than 1:50, clearly showing how his work is to be installed in relation to the work of other trades.
- xi. If the contractor installs his work before coordinating with other trades, or so as to cause any interference with work of other trades, they shall make all the necessary changes without extra cost to the owner.
- xii. Within **One week** of approval of all the relevant shop drawings, the contractor shall submit three copies of a comprehensive variation in quantity statement and itemized price list of recommended (by Manufacturers) imported and local spare parts and tools, covering all equipment and materials in this contract. The project manager shall make and also advise owner to initiate action for procurement of spare parts and tools at the completion of project.

## **11) Installation**

The contractor shall carry out the complete installation work specified under this contract. All the materials shall be moved from their place of storage into the area of installation by the contractor. The contractor shall make their own arrangement to off load materials received at site and to store all material received at site. The Owners shall provide clear storage and working space only. All erection tools and tackles to suit the erection programme shall be provided by the contractor.

All consumables required for erections such as cotton waste, kerosene, oil, emery paper, coil string, MS pipes for scaffolding etc. as well as necessary welding / brazing rods, gases etc. shall be provided by the contractor. Protective and finish painting shall be carried out by the contractor.

## **12) Accessibility**

The contractor shall verify the sufficiency of the size of the shaft opening, clearances in cavity walls for proper installation windows. His failure to communicate in sufficiency of any of the above shall constitute his acceptance of sufficiency of the same.

#### **15) Materials and Equipment**

All materials and equipment shall conform to the relevant Indian Standards and shall be of the approved make and design. Makes shall be strictly in conformity with the list of approved manufacturers as per Approved make list of this tender.

#### **16) Manufacturer's Instructions**

Where manufacturer has furnished specific instructions, relating to the material and equipment to be used in this project, not specifically mentioned in these documents, such instructions shall be followed in all cases.

#### **17) Completeness of the plant & completion certificate**

- i. The contractor shall provide all the required materials, equipment, ancillary items etc. to install a complete and satisfactory work fulfilling the intent and purpose of the contract whether or not each and every item is mentioned in the specifications and / or drawings. Any shortcomings noticed at any stage shall be made good at no extra cost.

#### **18) Maintenance during defects liability period**

##### **23.1 Complaints**

The contractor shall receive calls for any and all problems experienced in the operation of the system under this contract, attend to these within 12 hours of receiving the complaints and shall take steps to immediately correct any deficiency that may exist.

##### **23.2 Repairs**

All windows that requires repairing shall be immediately serviced and repaired.

#### **24) Necessary Insurance Coverage For :**

- i. Third Party
- ii. CIF Value + Custom Duty Paid By The Owner To Cover Mishaps

- iii. Worker Insurance, Provident Fund etc. should be taken up and included in the cost.

## **25) Safe custody and storage**

Safe custody of all equipments supplied by the contractor shall be their own responsibility till the final taking over by the owner. They should therefore, employ sufficient staff for watch and ward at his own expenses. The owner may however, allow the contractors to use the plant room / weather maker / rooms / service area etc. for temporary storage of their equipment if such spaces are ready and available.

## **26) Variations in Quantities and Tender Drawings**

Refer Schedule F of NIT document

## **27) Safety Codes**

The following IS codes shall be followed.

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|---|---------|
| 1. Safety code for scaffolds and ladders                                | IS 3696 |
| 2. Code of practice for fire precaution in welding & cutting operations | IS 3016 |

*Note: In case of a conflict in national and international codes, the stringent of the two shall apply. Codes appearing under Volume 2 shall also be covered by Contractor.*

*Note: In case of any conflict in the electrical specifications appearing in the PLUMBING tender, the specifications for the referred item (Cable / Starter / Accessories) appearing in the electrical tender shall prevail.*

## **PAYMENT TERMS**

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|-------------------|---|
| (a) Payment Terms | 30 % of the contract value as mobilization against Bank guarantee valid till the completion of the contract |
|                   | 40% of the contract value against receipt of material at site after inspection and acceptance.              |
|                   | 20 % after successful installation as certified by the Engineer-in-charge                                   |
|                   | Balance 10% of contract value after receipt of all completion / as built drawing, test documents /          |

certificates, warranties and guarantees etc. as per tender specifications.

*Prices shall be including all taxes and duties at site rates including services duly commissioned system at site and handed over to client.*

b) Escalation: All rates shall be final and No escalation applicable during Period of contract subject to only statutory variation in taxes

c) Submission of final bills: 15 days after completion of work and Site certification

d) Insurance to be availed by the contractor

& Provident / ESI Coverage etc.: As per conditions of contract

e) Measurement / Billing Process and Certification

- The measurement shall be taken by Contractor jointly with Client / PMC
- Piping shall be measured as per executed dimensions following linear measurement method only
- The final quantities measured / reconciled as above shall required Site In-charge's certification attached with final billing by Contractor.