



SPECIAL CONDITIONS

1. GENERAL

These conditions of the contract are meant to amplify the specifications, schedule of quantities and drawings in addition to these conditions specified from time to time as additions or omissions to those said general conditions of contract. In case of non-conformation, the later shall supersede the General Conditions of the Contract.

Special conditions of contract given below shall be read in conjunction with the General Conditions of Contract, standard agreement for architectural, structural and engineering services works and technical specifications.

2. SCOPE OF WORK

The Scope of Work Covers Provision of Automatic Fire dampers.

Location: -Coimbatore International Airport, TN

The contractor shall carry out and complete the said work under this contract in every respect in accordance with this contract documents and under the directions of Engineer-in-charge. Necessary test instruments shall be provided by the contractor without any extra cost.

3. SPECIFICATIONS

The work shall be carried out in conformity with the following specifications and to the entire satisfaction of the Engineer-in-charge.

- a) Technical Specifications in the tender
- b) CPWD General Specification for the Electrical works / IS standards.
- c) AAI General Specifications.
- d) Shall comply with the relevant IS specifications with up-to-date amendments / IEC specification.

4. PRICES

The prices quoted shall remain same throughout the period of contract. The prices quoted shall include all statutory levies and incidentals such as

- a) IT, insurance, transportation, etc. "Inclusive of GST".
- b) Transportation up to Coimbatore Airport site, loading & unloading etc. Cost towards installations, testing & commissioning wherever required as per item description. No extra claims will be entertained.

5. MAKES

- a) In general, make of various items shall be as per the approved list. However, AAI reserves the right to accept / opt any make in the interest of work.



- b) Where makes have not been indicated in the list, they shall be of ISI marked / reputed brands. Reputed brand implies a brand which is supported by nationwide sales & service distributors/dealers/network/centers.
- c) All makes of items to be got approved by the Engineer-in-charge before manufacture/ supply/ use in the work irrespective of appearing in the approved list.

6. NEW MATERIALS

All defective / damaged items shall be replaced with new good ones.

7. MATERIALS

Materials used in the work shall be one of approved makes specified in the list of approved makes attached with the tender. Tenderer has to submit the supporting documents for ascertaining the make of material and genuineness. Materials other than that mentioned in the list shall be of good quality with ISI certification wherever applicable and shall be used in the work only with the approval of the Engineer-in-charge.

8. STORAGE, WATCH & WARD

Contractor shall have their own means of unloading mechanism required at site / storage. They shall have their own storage shed. Watch and ward etc, at their own cost till the installations are handed over to the Engineer-in-Charge. However, AAI will not be held responsible for any pilferage and theft, etc.

9. COMPLETENESS OF THE TENDER

All sundry, assemblies, accessories, hardware items, foundation bolts, etc. as required and all other sundry items which are useful and necessary for proper assembly and efficient working of the various component of the work shall be deemed to have been included in the tender whether such items are specifically mentioned in the tender documents or not.

10. MATERIAL INSPECTION, EXAMINATION AND TESTING

AAI reserves the right to inspect the materials at factory before dispatch. If inspection of equipment at the factory is to be done, 15 day's prior intimation should be given in advance. The decision to inspect / waive off shall rest with Engineer –in-charge and waive off inspection shall be communicated in writing and in such cases the inspection certificate issued by the quality control department of the manufacturer will be acceptable to AAI. All arrangements for conducting the inspection/ testing at the factory shall be the responsibility of the contractor.

The traveling and daily allowance for the 1st inspection at factory will be borne by AAI. In case the material/ test is not ready at factory or the test fails during the 1st inspection, the TA/DA for the AAI staff for the 2nd inspection shall be borne by the contractor.

All the materials to be used in and on every part of the works shall be subjected, from time to time, to such tests as AAI may direct. Such tests shall be performed at the expenses of the contractor. The samples for the tests shall be in all cases selected by AAI. If at any time,



any material so tested, fails to meet the acceptance criteria, the decision of AAI shall be final and binding as to whether the said materials shall be accepted or rejected.

The contractor shall produce on demand from AAI, the necessary test certificates certifying that the materials conform to the technical specifications. However, this clause will not apply to routine testing of materials at the site laboratory of the Contractor.

All tools, instruments, plants and labour/operating personnel for the tests shall be provided by the Contractor at his own cost. For any tests as directed by AAI, that have to be carried out at an outside laboratory, the same should be carried out by the Contractor without any cost to AAI and the cost shall include cost of tests, transportation, freight etc.,

All materials and equipment's shall be brand new. On arrival of materials at site they shall be inspected and tested by AAI to ensure that the materials conform to the specifications and standards. The contractor shall give every facility and help to the Engineer-in-charge and his representatives for inspection, examination and testing of the materials. Acceptance of any material or equipment shall in no way relieve the contractor of his responsibility for meeting the requirements of the contract.

The category requirement of testing / inspection is provided in the List of approved makes.

11.GUARANTEE AND DEFECTS LIABILITY PERIOD

The defect liability period shall be Twelve months and reckoned from the certified date of completion. Contractor shall be responsible to make good and remedy at his own expense for any defect which may develop or may be noticed within the defects liability period. Security Deposit withheld from the bills shall be released only on successful completion of defects liability period.

In addition, Manufacturer's warranty for life as mentioned in technical specifications is to be furnished.

12.MEASUREMENTS

Joint measurements shall be taken for the finished portion of works for the purpose of building / records. Contractor shall deploy required man power including a supervisor with tool & plants for taking measurements of various items.

13.PRIOR APPROVAL OF DISPATCH SCHEDULE

Dispatch schedules are to be informed and got approved before dispatch of materials.

14.PACKING / TRANSPORTATION / HANDLING

- a. Professional packing shall be made. Equipment/ materials are to be properly packed with appropriate packing materials & means special care shall be taken for fragile items. Item description, Qty, code, instruction etc to be marked for easy identification etc.
- b. The equipment/materials have to be transported by appropriate transport mode like Road/Rail/Air transport etc. up to the site / destination.



- c. Due care to be taken for loading, handling, unloading, shifting, lifting, jacking etc by suitable means like cranes, chine pulley blocks, mechanized means etc. and experienced man power.

15. BOQ QUANTITIES

The quantities given in the tender BOQ are tentative and shall vary as per the site/ AAI requirements. Only required items & quantities are to be supplied / installed.

Contractor shall monitor the requirements of various items and shall report to AAI with regard to deviation in the existing items and requirement of additional / extra items, if any, for taking necessary action.

16. TERMS OF PAYMENT

The payment to the contractor will be made by AAI to the contractor after deducting the security deposit, income tax, other statutory deductions and penalties if any for which firm might have rendered itself liable for payment as per the following schedule.

For Supply Items

- a. 80% of items rate on pro rata basis on satisfactory supply of materials at site, testing and approval by AAI.
- b. 10% of item rate consequent bill.
- c. 10% of items rate on successful testing and commissioning of the system and handing over to AAI.

For SITC Items

- a. 70% against supply of materials in good conditions at site.
- b. 10% on Installation.
- c. 20% on testing and commissioning.

For ITC Items

- a. 90% of items rate on successful installation, testing and commissioning of the system.
- b. 10% of items rate on and handing over to AAI.

17. CONTRIBUTION TOWARDS TAMIL NADU MANUAL WORKERS WELFARE SCHEME

As per section 8A of Tamil Nadu Manual Workers (Regulations of Employment and conditions of work) Act 1982 and government order G.O. MS. No.80 dated 06.06.1997 and G.O.MS.No.95 dated 02.07.1997 of Government of Tamil Nadu, Subsequent Labour and employment Department Notification No. II (2)/LE/1420(b-1)/97, published at Tamil Nadu Government Gazette, a contribution at the rate of 1.0% (One Percent) on ITC value of work is to be paid to the Tamil Nadu Construction workers welfare board, the rate quoted by the tenderer shall be inclusive of this amount also and AAI shall be deducting the same from the payments due to the contractor.



18.LABOUR RULES

Contractor has to comply with necessary statutory requirement on contract labour regulations and abolition act 1970 and do comprehensive insurance facility before deploying them on the job if so stipulated in the rules.

The contractor shall at his own expense arrange for the safety provisions as per the statutory regulations. IS recommendations, under factory Act etc., wherever applicable and instructions issued from time to time in respect of all labour employed by him directly or indirectly for the work.

The contractor shall provide necessary barriers, warning signs and other safety measures etc., during erection of mast wherever necessary so as to avoid accident.

In case of default, AAI shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.

Contractor shall also indemnify AAI against claims for compensation arising out of his negligence in this regard.

19.DEFAULT, RISK & COST

In the event of default by contractor, AAI reserves the right to get any of the works done through any other agency / agencies in full or part at the risk and cost of the contractor under the following circumstances.

- Non – completion of work, lack of response.
- Suspension of work, lack of response.
- Poor quality of materials, work/workmanship.
- Labour disputes.
- Non-compliance of tender requirements.

20.REJECTION OF THE BID

- a. The tenderer should quote for all items of the schedule. The offer is liable to be rejected if not quoted for all the items.
- b. If at any stage, any information / documents submitted by the applicant is found to be false, the agency shall be liable for debarment from tendering in AAI, apart from any other appropriate / legal action.

21.CANCELLATION / FORECLOSURE OF CONTRACT

AAI reserves the right to cancel the contract at any time by giving one-month notice due to unsatisfactory performance by the contractor. In such case AAI reserves the right to invoke the performance guarantee and also take action under the clauses of GCC including black listing.



22. WORK IN OCCUPIED BUILDING / OPERATIONAL AREAS

- a. When work is executed in occupied buildings there should be minimum inconvenience to the occupants. The work shall be programmed in consultation with the Engineer-in-charge / Authorized representative and occupants. If so required, the work may have to be done even before and after office hours.
- b. The contractor shall be responsible to abide by the regulations restrictions set in regard to entry into, and movement within the premises. To carry out the work in operational area entry permit is required. The pass / entry permit is issued by Airport Security. The contractor shall arrange in co-ordination with AAI for his workers necessary pass for the required period. The work may have to be carried out during odd hours as per operational requirement.
- c. The contractor shall not tamper with any of the existing installations including their switching operations or connections thereto without specific approval from the Engineer-in-charge or his authorized representative

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence of effect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

23. INSTALLATION

Following shall be the part of the installation works

- a. Shifting of the units from place of storage to place of installation
- b. Unpacking
- c. Verification for transit damages / availability of all items including accessories, operating handles, instruction manuals, drawings, test certificates etc. and taking necessary action where needed.
- d. Undertaking all related minor civil, mechanical works like chipping, plastering, cutting, welding drilling etc.
- e. Making minor additions /alterations as per site requirement for satisfactory installation.
- f. Taking all necessary safety precautions for the equipment as well as personal.
- g. Touching up damaged painting points.
- h. Following proper codes like IS and sound engineering practices
- i. Documentation.



24.TOOLS &TACKLES

~~Where ever special tools & tackles are required for operation & maintenance of unit/systems, the same shall be provided by the contractor supplying the equipment.~~

25.ELECTRICITY

The electricity required for operating the working tools shall be provided by AAI on chargeable basis, if technically feasible.

26.COMPLETION DRAWINGS

The Contractor shall submit two sets of completion drawings of the work completed.

27.ENGINEER-IN-CHARGE

The work shall be got approved from the Dy. General Manager (Engg. -Elect)-I/HOD, Airports Authority of India, Coimbatore Airport, who will be the Engineer-In-Charge for this work.

28.TESTS

On completion of the erection work the contractor shall clean all the equipment's thoroughly and inspect the entire installation for corrections and completeness of installation and furnish a report of completion to AAI before proceeding for commissioning the installations in the presence of the Engineer-in-charge or his authorized representative.

29.WORKMANSHIP

The equipment under this contract shall be fabricated in accordance with the highest quality of workmanship. Wiring shall be neatly run and laced. All sharp and burrs shall be removed/painted/treated and surfaces shall be free from runs, patches and scratches.

The contractor shall take adequate precaution for handling the cable and the contractor is solely responsible for the same.

30.CARE OF BUILDINGS WORKS

Care shall be taken by the contractor to avoid damages to the buildings, other contractor work in progress during execution of his part of the work. He shall be responsible for repairing all damages and restoring the same to the original finish shape at his own cost. He shall also remove at his cost all unwanted and waste materials arising out of his work from the site.

31.DIFFERENCE BETWEEN FIRST LOWEST BIDDER AND SECOND LOWEST BIDDER

The total amount of final bill worked out at the accepted tender rates, if found to be more than the amount worked out at the quoted rates of second lowest, the contractor shall be paid lower of the two.



32.STATUTORY LAWS/RULES/APPROVALS/LICENSE

The contractor/ agency shall abide by the relevant statutory rules, laws, and guidelines and arrange for the approvals, if any required. They include adhering to labour laws, abiding electricity rules etc.

33.COMPLETION PERIOD & AGREEMENT

The time allowed for this work is 3 Months which shall be commenced from the tenth day of the date of placement of work order.

On award of the work the successful contractor shall execute an agreement with AAI in non-judicial stamp paper of Rs. 200.00. The tender document shall be down loaded and signed in each page which shall form part of the agreement. The entire cost towards stamp paper, down loading and printing tender document, corrigendum, amendments etc shall be borne by the contractor.

If a contractor observes a discrepancy/mistake in the schedule of items, he should bring it to the notice of bid manager concerned via CPP Portal before the date of submission of tender.

All the tenderer is advised to inspect the site and get acquainted with nature of work. No extra claim on this account shall be entertained.

34.SD, DLP &LD

10% of gross value shall be deducted towards Security deposit and the same shall be released only after successful completion of defects liability period of 12 months from the certified date of completion. 0.5 % of Contract value per week delay subject to maximum 10% of contract value shall be withhold against LD for EOT.

35.P. F. & ESI CONTRIBUTION

~~The contractor shall cover all the workmen employed for this work under the PF & ESI as per statutory requirement. The payments towards the PF & ESI contribution shall be paid by the contractor directly to the concerned governing bodies as per existing rules and the proof of the statement shall be submitted to the AAI.~~

~~The contractor has to produce the copies of challan e return of the P. F. paid to the concerned regulating bodies, ECR Copies.~~