

**NAME OF WORK: - PROVIDING AND FIXING FURNITURE FOR "B" TYPE
16 TOWER (B-TYPE 448 QUARTERS) IN SECTOR 28 AT GANDHINAGAR**

SPECIAL CONDITIONS OF CONTRACT

1. The contractor/agency shall prepare and submit complete material samples, hardware samples, laminate shades, mock-ups, and all relevant components for approval within 07 (Seven) days from the date of issue of Work Order or instruction of the Engineer-in-Charge (EIC). No material shall be procured, brought to site, or incorporated in the work without prior written approval of the Engineer-in-Charge. Approved samples shall be preserved at site as reference quality standards throughout the execution period. Any work executed without approved samples/materials shall be liable for rejection, dismantling, and replacement at the sole risk and cost of the contractor without any extra claim whatsoever.
2. In case of any deviation from the approved sample, mock-up, specifications, approved make, finish, workmanship, or quality standards at any stage of execution, the Engineer-in-Charge shall have the right to reject the whole or part of the work. No payment whatsoever shall be made for such rejected work, and any payment already released for the same shall be recoverable from the Contractor from any dues, Retention Money, Security Deposit, or any other amount payable under the Contract. The Contractor shall dismantle and replace the rejected work at their own risk and cost without any additional claim or extension of time.
3. The contractor shall exercise utmost care and precaution during execution of the work. Any damage caused to any part of the existing building/campus due to execution activities shall be rectified, repaired, or restored by the contractor at their own risk and cost within 03 (Three) working days from occurrence of such damage, to the satisfaction of the Engineer-in-Charge.
4. The contractor shall remain fully responsible for the safety, custody, and security of all materials, tools, fittings, fixtures, and items stored at site during the entire execution period. Any theft, pilferage, loss, damage, or misplacement occurring within the premises shall be made good by the contractor at their own cost, and no claim whatsoever shall be entertained by the department on this account.
5. The contractor shall make their own arrangement for power supply, extension boards, wiring, tools, machinery, and all utilities required for execution of the work. No electricity or temporary power connection shall be provided by the department, and no extra payment, reimbursement, or compensation shall be admissible on this account.
6. Only approved makes/brands of materials as specified in Annexure-I shall be permitted for use in the work. In case of any discrepancy, contradiction, or non-availability regarding approved makes, the decision of the Engineer-in-Charge shall be final and binding with respect to approval or rejection of the material, and the contractor shall have no claim against such decision.

7. Upon completion of the work, the contractor shall thoroughly clean the entire furniture work, surrounding area, debris, all stains, adhesive marks, dust, and all related execution waste, and shall hand over the site in neat, clean, safe, and fully usable condition to the satisfaction of the Engineer-in-Charge. No separate or extra payment shall be made for cleaning and disposal activities.
8. The contractor shall coordinate and cooperate with all other agencies, contractors, consultants, and departmental staff working at site so as to ensure smooth progress and timely completion of the work without hindrance or obstruction.
9. The Defect Liability Period (DLP) shall be 03 (Three) years from the certified date of completion of work which should include 3 monsoon period. During the Defect Liability Period, the contractor shall, at their own risk and cost, promptly rectify, repair, replace, or make good any defect, deficiency, deterioration, or failure observed in the work including but not limited to:
 - Warping or bending of shutters/panels
 - Failure or malfunctioning of hinges and hardware
 - Peeling, bubbling, cracking, or de-bonding of laminates
 - Failure of drawer systems, channels, fittings, or accessories
 - Termite or borer infestation
 - Moisture swelling, blistering, or delamination
 - Misalignment, sagging, improper operation, or structural instability
 - Or any other defect in furniture not mentioned above.

Deputy Executive Engineer
Capital Project Sub Division: 8
Gandhinagar

Executive Engineer
Capital Project Division: 4
Gandhinagar

SPECIAL CONDITIONS OF CONTRACT FOR

MAINTENANCE

These Special Conditions shall apply to the Defect Liability Period (DLP) for the works executed by the Contractor and shall be read in conjunction with the General Conditions of Contract and Standard Bidding Document (SBD). In the event of any conflict or inconsistency between these Special Conditions and any other Contract provisions, these Special Conditions shall prevail.

1. Scope of Defect Liability Period

The Contractor shall remain fully responsible for the maintenance, rectification, repair, replacement, and satisfactory functioning of all works executed under this Contract during the Defect Liability Period.

The scope shall include, but not be limited to, the following works:

- Furniture & Joinery works including wardrobes, modular kitchen cabinets, shutters, shelves, drawers, laminates, handles, hinges, drawer channels, fittings, door straighteners, hardware accessories, and all allied carpentry and modular furniture components executed under the Contract.

The Contractor shall promptly rectify all defects, deficiencies, failures, damages, or workmanship issues observed during the Defect Liability Period at their own risk and cost.

2. Site Maintenance Office & Deployment of Maintenance Staff

- a. The Contractor shall deploy the following maintenance staff at their own cost for the entire duration of the Defect Liability Period. Such staff shall remain stationed at the site throughout the DLP period.

| Sr. No. | Personnel |
|----------------|--------------------|
| 1 | Skilled Supervisor |
| 2 | Carpenter |
| 3 | Helper |

- b. All deployed staff shall be physically fit, technically competent, and capable of performing duties in both indoor and outdoor environments.
- c. The Contractor shall maintain attendance records, maintenance logs, and Complaint Records as per the instructions of the Engineer/Employer.

3. Complaint Management System

- a. The Contractor shall maintain a Complaint Register in both physical and digital form at site, recording:
 - Date of complaint
 - Nature/details of defect
 - Date and time of response
 - Rectification details
 - Date of completion
 - Acknowledgement/signature of Employer's Representative and/or Resident
- b. Complaint records shall be updated daily.
- c. The Contractor may maintain an online complaint monitoring system/dashboard (such as Google Sheets, QR-based complaint system, or equivalent digital platform) and shall submit daily complaint status records to the concerned Sub-Divisional Office.
- d. Upon resolution of each complaint, the Contractor shall submit a "Compliance Certificate" duly signed by the resident/user and Contractor's Engineer indicating:
 - Type of complaint
 - Date and time of complaint
 - Rectification action taken
 - Total time taken for resolution

4. Rectification Timelines & Penalty

The Contractor shall attend and rectify complaints within the following stipulated timelines:

| Sr. No. | Nature of Complaint | Response Time | Penalty |
|---------|----------------------------|---------------|--------------------------------|
| 1 | Carpentry / Furniture Work | Within 2 Days | ₹5,000/- per day per complaint |

- a. If the Contractor fails to attend or rectify defects within the stipulated period, the Employer shall have the right to:
 - Impose the above penalties,
 - Execute the rectification work through any other agency at the risk and cost of the Contractor, and
 - Recover the expenditure incurred from Retention Money, Security Deposit, pending dues, or any other payable amount.
- b. Depending upon the nature and severity of the defect, reasonable additional rectification time may be permitted by the Engineer-in-Charge.
- c. The Contractor shall remain fully liable for any damage, loss, inconvenience, or injury arising due to unrectified defects or delayed response.

- d. Penalties may additionally be imposed for repeated failures, negligence, non-compliance, poor workmanship, or breach of maintenance obligations under the Contract.
- e. In case of urgent or emergency complaints affecting safety, functionality, or usability of the premises, the Contractor shall respond immediately and in no case later than 24 hours from receipt of complaint.

5. Retention & Security

- a. The Employer shall retain Five Percent (5%) of the Contract Value as Retention Money until satisfactory completion of the Defect Liability Period from all running bills and final bill.
- b. The Retention Money shall be released only upon successful rectification of all defects to the satisfaction of the Employer/Engineer-in-Charge.
- c. Release of Retention Money may be considered on annual basis in equal proportion during the Defect Liability Period of 3 years which should include 3 monsoon period, subject to satisfactory maintenance performance of the Contractor.

6. Safety, Security & Responsibility

- a. The Contractor shall be solely responsible for the safety and security of manpower, tools, equipment, materials, fittings, and accessories deployed during maintenance activities.
- b. Any theft, loss, accident, injury, or damage occurring during execution of maintenance work shall be entirely borne by the Contractor.
- c. The Contractor shall comply with all applicable safety regulations, labour laws, and statutory requirements during execution of maintenance activities.

7. Validity

These Special Conditions shall remain valid, binding, and enforceable upon the Contractor throughout the entire Defect Liability Period.

Further, the Defect Liability Period for any repaired, rectified, or replaced component shall recommence from the date of such rectification or replacement.

8. Termination, Blacklisting, Forfeiture & Arbitration

- a. If the Contractor repeatedly fails, neglects, delays, or refuses to resolve complaints within the stipulated period despite written notices, the Employer shall have the absolute right, without further notice, to:
 - Terminate the Contract forthwith,
 - Blacklist/debar the Contractor from participation in present and future works of the Employer,

- Execute the work through any other agency at the risk and cost of the Contractor, and
 - Forfeit the entire Retention Money and/or Security Deposit without prejudice to recovery of additional damages, losses, costs, or compensation incurred by the Employer.
- b. In the event of any dispute or difference arising out of or in connection with these Special Conditions, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and amendments thereof.
 - c. The arbitration proceedings shall be conducted by a Sole Arbitrator appointed mutually by the Employer and the Contractor.
 - d. The place of arbitration shall be Gandhinagar, Gujarat.
 - e. The language of arbitration proceedings shall be English.
 - f. The decision/award of the Arbitrator shall be final and binding upon both parties.
 - g. Subject to arbitration, Courts at Gandhinagar shall have exclusive jurisdiction.

9. Maintenance Log & Reporting

- a. The Contractor shall maintain a detailed daily maintenance log recording:
 - Nature of complaint
 - Date and time of complaint
 - Action taken
 - Materials replaced
 - Completion status
 - Time taken for rectification
- b. The Contractor shall submit Monthly Maintenance Reports containing:
 - Total complaints received,
 - Category-wise complaint details,
 - Pending complaints,
 - Rectified complaints,
 - Response timelines,
 - Photographic records wherever required.

Such reports shall be submitted to the Engineer/Employer for review and official record.

10. Final Inspection & Closure

- a. Prior to expiry of the Defect Liability Period, a joint inspection shall be conducted by the Employer and the Contractor.

- b. The Contractor shall rectify all pending defects, deficiencies, and observations pointed out during such inspection.
- c. Upon satisfactory completion of all rectification works and fulfilment of all contractual obligations, the Employer shall issue a “Defect Liability Clearance Certificate”.
- d. Issue of such certificate shall not absolve the Contractor from liability arising out of concealed defects, fraud, poor workmanship, or non-compliance discovered subsequently as per applicable law and Contract provisions.

Deputy Executive Engineer
Capital Project Sub Division: 8
Gandhinagar

Executive Engineer
Capital Project Division: 4
Gandhinagar