

**CONDITIONS OF TENDER****1. ACCEPTANCE / REJECTION OF QUOTATIONS :**

FACT reserves the right to accept or reject any quotation in whole or in part without assigning any reason. Incomplete and late quotations are liable to be rejected.

**2. VALIDITY :**

All quotations must be valid for a period of THREE MONTHS from the date of opening of the quotation, unless otherwise specified in the NIT.

**3. EARNEST MONEY DEPOSIT (EMD) :**

For Earnest Money Deposit, Please refer clause 10 of Instructions to bidders.

**4. TIME SCHEDULE :**

The time allowed for carrying out the work is **as mentioned in NIT**. Any request for revision in time schedule or any other terms of tender after tender opening will not be allowed.

**5. COLLECTION OF DATA :**

The Tenderer shall visit the job site and acquaint himself fully of the site conditions. The Tenderer shall also satisfy himself about the availability of labour, likely labour demands, problems of weather conditions, infrastructural facilities, availability of construction materials etc. No claims whatsoever will be entertained on the plea of ignorance or difficulties involved in the execution of work or carriage of materials on account of the site conditions.

**6. LETTER OF INTENT (LOI):**


In the event of FACT issuing to tenderer a Letter Of Intent conveying FACT's decision to accept the tender along with all Schedules, subsequent correspondences, minutes of meetings of discussions and the said Telex and / or Letter Of Intent shall constitute a contract till such time a detailed contract is entered into and the tenderer shall commence execution of work in full earnest.

**7. SIGNING OF THE CONTRACT :**

The successful tenderer shall execute a contract in the Proforma Contract available with the Tender Document within 15 days of intimation regarding acceptance of the tender by FACT. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period and to provide the Performance Bond as required in Article 2 of the Proforma Contract without prejudice to other rights of FACT, the acceptance of the tender shall be considered cancelled and the EMD will be forfeited.

**8. CHANGE IN CONSTITUTION :**


Any Change in constitution of Contractor's firm must be done only with prior information to FACT.

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**INSTRUCTIONS TO BIDDERS**

- 1.1 The bidder shall study carefully the NIT, Schedule of work, Price bid format(BOQ), Pre-Qualification criteria, Conditions of tender & Instructions to Bidders, Drawings & specifications if any, Special requirement of work, General conditions for contract along with the tender documents. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. Copy of the Tender document shall be digitally signed by the bidders signifying their acceptance of the same.
- 1.2 Before submitting the bid, the bidder shall familiarise himself, about the details of the work, operating conditions etc., collect all necessary data regarding the facilities available at FACT and satisfy himself on all aspects relating to this work which he has to execute. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations or demand for increase in rate, in case a contract is awarded to him.
- 1.3 Offers against this NIT shall be submitted online on **e-Tendering portal <https://eprocure.gov.in>**, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical offers etc., SHALL NOT be accepted.
- 1.4 All bidders are requested to register themselves on the above website with their valid digital signature certificate. It is mandatory for bidder to have valid digital signature certificate issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The cost of digital signature certificate shall be borne by the bidder. Bidders may refer “Bidders Manual Kit” available on the above website for detailed information and instructions for registration, bid submission etc.
- 1.5 The bidder shall be prepared to commence the work from date of issue of LOI / Work Order.
- 1.6 In case of award of work, the Contractor shall obtain required license from the Labour Department for employing his labourers, before commencement of the work. The Contractor shall also ensure coverage of his labourers under the PF and ESI Acts as applicable.
- 2.0 **Scope of Work:** Scope of work as per special conditions for the contract.
- 3.0 **Rates:**
- 3.1 Bidder shall quote his rates for the work only as per the Price Bid Format (BOQ) attached. Bidder shall quote for all items of work as per the Price Bid format. Bids not complying with the above are liable to be rejected.
- 3.2 The rate quoted for each item of work shall be inclusive of all costs towards statutory levies and payments, all establishment costs, labour registration, wages paid to the labourers, PF, ESI or other remittances on behalf of the labourers, accommodation and transportation of their officers etc., but excluding GST. GST shall be extra, as applicable as per GST Act.
- 4.0 **Submission of bids:** The bid shall be submitted in single part.
- i. This bid shall contain the following documents duly filled wherever applicable and digitally signed on all pages:
- i. NIT
- ii. Conditions of tender & Instructions to bidders

- iii. General Conditions of Contract
  - iv. Special conditions of contract
  - v. Compliance statement
  - vi. Vendor data form with Master data for Electronic Media Payment Format (For new vendors)
  - vii. Copy of Tender fee payment details as mentioned in NIT
  - viii. GST registration certificate.
  - ix. Copy of Earnest Money Deposit (EMD) payment mentioned in NIT.
  - x. BOQ
- ii. Scanned copy of the details of EMD amount paid as per NIT and document fee paid shall be uploaded along with other documents in the portal which shall be paid in the form of a Demand Draft drawn in favour of FACT Ltd., payable at Udyogamandal - Ernakulum or through NEFT/RTGS or directly remit at the State bank of India, Udyogamandal as detailed in the clause 10 below. For NEFT/RTGS, please furnish UTR No., Payment receipt No./Challan and the Originals receipts shall reach to SM(Mat)-C, Corporate Materials, FACT PD admin building, Udyogamandal-683501' on or before the due date of the Bid opening, failing liable to be rejected.
- iii. Bidder should have experience in similar job as detailed in the Pre-Qualification criteria and the copies scanned from originals to prove the qualification as detailed in the pre-qualification criteria, shall be uploaded. The BIDDER SHALL PRODUCE THE ORIGINALS OF THE DOCUMENTS FURNISHED ALONG WITH THE TENDER, AT ANY TIME, IF ASKED FOR, DURING THE EVALUATION OF BID.
- 5.0 FACT reserves the right to extend without giving any reason the last date for submission and opening of bid. HOWEVER ANY CHANGE IN THIS TENDER LIKE EXTENTION, CANCELATION, ETC WILL BE EFFECTED ONLY IN THE CPP PORTAL.
- 6.0 FACT reserves the right to reject any or all bids without assigning any reason whatsoever. FACT's decision in this regard shall be final and binding on the bidders.
- 7.0 FACT reserves the right to call tenders from other parties in addition to parties found suitable by way of press advertisement under certain situation such as cartelisation or number of such parties are less, price bids received are less, or quoted rates are high or under any such circumstances which are detrimental to the interest of FACT, at its sole discretion. Further, FACT reserves the right to add any number of parties and at any time, to the suitable parties so considered by the company. The opinion of FACT in this behalf will be final and binding on the bidders/contractors.
- 8.0 **Evaluation of bids:** Bidders shall quote for all items of work in the Price Bid in excel Format. Bids not complying with the above will not be considered. Evaluation of bids and determination of the L1 bidder shall be based on the combined total value of all items of work quoted by the bidder in the Price Bid Format. The combined total value as above shall be computed based on the rates quoted by the Bidder against each item and the corresponding quantities indicated.
- 8.1 The following conditions shall be considered in the evaluation of quotations:
- a) Agreement with terms and conditions and schedules of Tender document;
  - b) Pre-qualification criteria

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c) Price.

8.2 For bid evaluation, FACT shall make appropriate loadings to the quoted prices of Tenderer towards deviations in Commercial conditions.

8.3 In case more than one bidder becomes L1, the contract will be finalised based on revised lowest tendered amount which will be obtained from the L1 bidders. However, while submitting the revised price bid, such bidders shall not increase any of the rates quoted by them in their original price bid.

8.4 FACT reserves the right to reject any or all tenders without assigning any reason whatsoever. FACT also reserves the right to negotiate with the lowest bidder.

9.0 **GST:** The rate quoted by the Bidder for all the works as per this tender shall be exclusive of applicable GST. GST, if applicable for the work as per any statutory notification, shall be extra. If the GST is to be paid by the Contractor as per the relevant notification, he shall arrange to remit the same to the concerned authority and FACT shall reimburse the same to the Contractor based on documentary evidence. If the same is to be paid by FACT, the above shall be done by FACT directly.

9.1 Please also arrange to submit the following

9.2 The GST registration Number and details. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.

9.3 Place of supply/Service.

9.4 GST rates applicable for each item.

9.5 HSN / SAC codes of each of the goods / services quoted In case of unregistered supplier, a declaration to that effect with reason should be furnished.

9.6 FACT's GST registration number in the state of Kerala is 32AAACT6204C1Z2.

9.7 The supplier/contractor shall confirm the following:

a) Submit GST compliant tax invoice to FACT with FACT's GSTIN as 32AAACT6204C1Z2.

b) Shall ensure uploading the above invoice as per statute & File monthly returns in time enabling FACT to claim the input tax credit.


9.8 GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of the outward supply details & the monthly return on GSTN portal by the supplier/contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

9.9 In case FACT incurs any liability (like interest, penalty etc.,) due to denial/reversal of such input tax credit in respect of the invoice submitted by the supplier/contractor, for the reasons attributable to the supplier/ contractor, the same shall be recovered from the supplier/contractor

9.10 Further in case FACT is deprived of the input tax credit due to any reason attributable to the supplier/contractor, the same shall not be paid or recovered if already paid to the supplier/contractor.

## 10.0 Earnest Money Deposit:

10.1 The bids shall be accompanied by a scanned copy of the Demand Draft for the amount

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mentioned in the NIT from a Nationalised / Scheduled Bank drawn in favour of FACT payable at Udyogamandal - Ernakulam or the receipt of the payment through NEFT/RTGS. For NEFT/RTGS, please furnish UTR No, Payment receipt/Challan in original for the amount indicated below along with bid, towards Earnest Money Deposit (EMD). Bids without EMD liable to be rejected. No interest shall be paid on EMD.

10.2 If any bidder retracts from or revises his bid during its validity period or fails to submit Security Deposit and execute the required Agreement if the contract is awarded or fails to commence execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's right to claim damages.

10.3 EMD of the unsuccessful bidders will be refunded soon after the contract is finalised.

10.4 EMD may be remitted through RTGS / NEFT also. In such cases UTR No. / scanned copy of the payment receipt may be submitted along with the bid. Details of Bank A/c for remittance of EMD are given below:

Account Type : Cash Credit  
Account No : 57017844467  
IFS CODE : SBIN0070158  
Name of Bank : State Bank of India

Branch : Udyogamandal  
District : Ernakulam  
State : Kerala.

10.5 Bids without EMD shall be rejected. EMD and document fee is exempted for Micro, Small Enterprises (MSEs) having a valid certificate of registration/Udyog Aadhar issued by the National Small Industries Corporation/Govt. of India. Copy of the certificate shall be provided/ uploaded along with the bid to avail exemption. EMD is exempted for government departments/PSUs/Khadi Board/registered labour contract cooperative societies also on submission of valid documents. Any other claims shall not be entertained.

**Declaration of UAM no on CPPP is mandatory; failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their offers**

**10.6 PURCHASE PREFERENCE:**


**Since this is a WORKS CONTRACT, purchase preference as per 'MSE PP Policy-2012' is not applicable for this job.**

11.0 The bids shall be valid for a period of a period of number of days mentioned in the NIT from the date of opening of bids

12.0 The bid shall be digitally signed by the bidder. Incomplete bids are liable to be rejected.

13.0 Enquiry documents are not transferable. Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings if required.

14.0 Bidder shall clearly indicate the time (number of days) required for mobilisation /commencement of work from the date of Letter of Intent (LOI) / Work Order.


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- 15.0 Work order shall be issued by Deputy General Manager, (Mat)RM2 / SM(Mat)-C, Materials department, FACT, Udyogamandal. The work shall be administered and executed by the DM (CON), FEDO
- 16.0 \* Any further information on site familiarization/ nature of work, if required by the bidders, can be had from SM(M)C FACT (0484-2568123).
- \* For any clarification on this enquiry, the Assistant Manager (M)C-Desig, Phone No: 0484-2568613, Corporate Materials, FACT-PD Administration Building, Udyogamandal, Cochin, may be contacted.
- \* For any clarification on e-tender submission, Mr Ajino Anandh, Tel: 0484 2568374 may be contacted.
- 17.0 The bidders are advised to get themselves informed of all the details they require before submitting their bids.
- 18.0 FACT has introduced a new ERP system, wherein, the activities related to evaluation of bids, certification of bills, payments etc. are being simplified.
- 19.0 For any disparity with the conditions, the special terms and conditions will prevail.

**ALL DOCUMENTS SHOULD BE SIGNED DIGITALLY**

**THE ORIGINALS OF DEMAND DRAFT / ANY OTHER MODE OF PAYMENT TOWARDS DOCUMENT FEE AND EMD SHALL REACH THE ADDRESS BELOW BEFORE THE DUE DATE OF THE TECHNICAL BID OPENING. (The envelop should be super scribed with Tender Number and name of work).**

**Senior Manager (Mat)-C  
Corporate Materials – Contracts,  
Petro Chemical Administrative Building,  
FACT, Udyogamandal Complex  
Udyogamandal, PIN 683501**

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**GENERAL CONDITIONS OF CONTRACT**

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**1. CONTRACTOR TO INFORM HIMSELF** The Contractor is deemed to have visited the site and have gathered a clear idea of the nature and extent of work, probable area of operation, working space, leads, restrictions, labour situation with respect to availability, working hours, wages, benefits, terms of services etc. No claim on the grounds of ignorance of above conditions or change in above conditions will be entertained by the Company at any stage. Additional information may be collected from the Plant Manager / Engineer-in-Charge of the work before quoting, if required. Contractor is also deemed to have examined specifications, Schedules, drawings, Special Conditions and all other attachments. PAN No... & GST No..... ..  
(To be indicated by the Tenderer)

**2. RATES:** The accepted rates shall be for all the operations as per Schedule of Work and shall be inclusive of all labour charges such as daily wages, holiday wages, overtime wages, leave wages, canteen subsidy, bonus, retrenchment benefits etc., incidental charges and profits, overheads etc. Rates shall also include elements of accident and medical expenses of labour, if required. The rates shall be firm till the completion of the work including extended period, if any, and no claim for revision of rates on any account will be entertained. Also no claim due to any variation of quantities of individual items will be entertained. Contractor shall execute work at agreed rates up to +/- 25% of the initial Contract Value, if required.

**3. ISSUE OF MATERIALS BY COMPANY (FACT)** Issue of materials for the work by COMPANY (FACT) free of cost from its General or other Stores will be as mentioned in the Special Conditions of Contract. Contractor shall arrange to transport the materials to site, hold the materials in safe custody and maintain proper accounts of their use. No item of such materials shall be removed from the site without written approval of Plant Manager / Engineer-in-Charge.

Contractor shall return to Owner's/Company Store all balance materials, cut pieces, scrap etc., and obtain receipt.


The maximum permissible limits of wastage / cut pieces / excess or under consumption of materials supplied by Owner/Company will be decided by Engineer-in-Charge. For any portion of materials exceeding these limits or for any quantity of material remaining unaccounted, such amount will be recovered from Contractor/s bill as per book value or market rate whichever is higher plus 15% thereof or based on the latest orders issued by FACT management in this regard.

**4. EARNEST MONEY DEPOSIT. SECURITY DEPOSIT AND MAINTENANCE PERIOD:**

Quotations shall be accompanied by an Earnest Money Deposit as specified in the NIT and as per clause 10 of Instructions to bidders .

The Security Deposit for the work shall be 10% of the Work Order value and the Contractor shall remit it to the Company account as detailed below through RTGS / NEFT or furnish a Demand Draft / Bankers cheque for the amount in favour of FACT Ltd, payable at Udyogamandal or by Bank guarantee from a Nationalised/Scheduled Bank in the prescribed format issued by FACT within 15 days of receipt of the work order.

Account Type : Cash Credit  
Account No : 57017844467

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IFS CODE : SBIN0070158  
 Name of Bank : State Bank of India  
 Branch : Udyogamandal  
 District : Ernakulam  
 State : Kerala

Defects noted in the work during the guarantee period due to poor quality of material supplied by the contractor or bad workmanship shall be rectified by the Contractor at his own cost. The S.D. will be released only on completion of the guarantee period as specified in the special condition of the contract, provided the contractor has cleared all dues and rectified defects, if any. On receipt of the Security Deposit from the successful bidder, EMD of all other bidders will be released

**5. TIME OF COMPLETION AND LIQUIDATED DAMAGES:** The total period for completion of the work shall be as specified in the Notice Inviting Tenders from the date of start of work / Work-To-Proceed Notice / date of clearance from the plant whichever is later. The work may be taken up in different areas and completed within the contract period as per priorities fixed by the Plant Manager / Engineer-in-Charge. Urgent works shall be completed within period fixed by the Plant Manager / Engineer-in Charge. The entire work shall be carried out to a mutually agreed programme with the Plant Manager / Engineer-in Charge.


Neither CONTRACTOR nor COMPANY (FACT) shall be considered in default in performance of CONTRACT if such performance is prevented or delayed due to circumstances of Force Majeure provided that the party so affected notifies the other in writing promptly, in any case within fifteen (15) days of its occurrence, of the existence of a situation of Force Majeure giving evidence thereof. For the purposes of this Article Force Majeure means: (i) War or hostilities, (ii) riot or civil commotion (iii) earthquake, flood, tempest, lightning or other natural calamities (iv) accident, fire or explosion on SITE not caused by wilful negligence of CONTRACTOR, and / or (v) Labour strike or lock-out exceeding ten (10) days in duration not caused by any deliberate act of indiscretion by CONTRACTOR. If the work is delayed due to reasons attributable to the Contractor, Liquidated Damages will be recovered from the Contractor

If the work is delayed due to reasons attributable to the Contractor, Liquidated Damages will be recovered from the Contractor at the rate of 1/2 (Half percent) of the Contract Value per WEEK/Day of delay, subject to a maximum of 7.5% of the contract Value.

If in the opinion of the Engineer-in Charge, the works are unduly delayed, COMPANY (FACT) shall have the right to get such delayed items of work executed through any other Agency of its own choice at the risk and cost of the Contractor

**6. PAYMENTS:**

Interim, on account payment will be made monthly depending on progress of work against running bills at 95% of value or part of work executed after deducting Income Tax and any other amount due to OWNER. Final Contract Price will be paid after completion of work in all respects

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and taking over by COMPANY(FACT), clearance of site, settlement of pending claims on account of Labour employed by Contractor and after deducting all payments already made, Liquidated Damages if any, income Tax, any other amount due to COMPANY(FACT) etc.

7. **GST:** The rate quoted by the Vendor for all the works as per this tender /WO shall be exclusive of applicable GST. GST, if applicable for the work as per any statutory notification, shall be extra. If the GST is to be paid by the Contractor as per the relevant notification, he shall arrange to remit the same to the concerned authority and FACT shall reimburse the same to the Contractor based on documentary evidence. If the same is to be paid by FACT, the above shall be done by FACT directly.

I.FACT's Provisional ID in the state of Kerala is 32AAACT6204C1Z2.

II. The supplier/contractor shall confirm the following:

- a) Submit GST compliant tax invoice to FACT with FACT's GSTIN as 32AAACT6204C1Z2.
- b) Shall ensure uploading the above invoice as per statute & File monthly returns in time enabling FACT to claim the input tax credit.

III. GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of:-

- (i) The outward supply details & the monthly return on GSTN portal by the Supplier/contractor and
- (ii) On matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

IV. In case FACT incurs any liability (like interest, penalty etc.,) due to denial/reversal of such input tax credit in respect of the invoice submitted by the supplier/contractor, for the reasons attributable to the supplier/contractor, the same shall be recovered from the supplier/contractor

V. Further in case FACT is deprived of the input tax credit due to any reason attributable to the supplier/contractor, the same shall not be paid or recovered if already paid to the supplier/contractor.

8. **EXTRA ITEMS:** If any extra item of work is found necessary during the course of execution, the Contractor shall carry out such works also as per the instructions of the Plant Manager / Engineer-in-Charge. The rates for such items will be worked out in the following manner:

- i) Derived from similar items in the Contract.
- ii) Worked out from data on the basis of which estimate for the work was prepared, adding the rate or deducting there from, the overall tender variation or
- iii) Based on actuals, if the rates cannot be arrived at in any of the above manner. In this case the actual cost of materials, labour, incidental charges and all that is necessary for the work plus

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10% towards overheads and profit will be paid to the Contractor. For working out rates on the basis of actuals, the Contractor shall produce documentary evidence of various expenses incurred by him and details such as labour engaged, materials purchased, etc. shall be reported to Plant Manager / Engineer-in-Charge as and when such expenditure occurred.

**9. SAFETY AND SECURITY:** The Contractor shall strictly observe all safety precautions and Security regulations of COMPANY (FACT) and shall comply with the instructions of the Plant Manager / Engineer-in-Charge or his deputies in this regard. The contractor shall strictly follow all safety regulations laid by Safety Department. Precautions regarding use of electrical equipments, chemicals etc., shall be strictly followed during execution of the work.

**10. TERMS OF ENGAGING LABOUR:**

- i. CONTRACTOR shall comply with all Acts, Rules, Orders, and Regulations. By-laws of Government of India, State Government, Local Bodies or an Office, authority or unit, including BOCW & Companies Acts there under pertaining to employment or labour at SITE and procure any licence that is required for such employment.
- ii. CONTRACTOR shall be deemed Employer for these purposes and shall discharge all obligations of Employer. CONTRACTOR shall maintain such registers and records and display such information and notices as are required under these provisions and such registers shall at all-time be available for inspection by OWNER. Any information or reports required from CONTRACTOR by OWNER, periodically or otherwise, for discharge of OWNER'S obligations under such laws shall be provided promptly.
- iii. Payment of workmen Compensation and implementation of labour laws with regard to workmen employed by CONTRACTOR are CONTRACTOR'S liability and in case, OWNER is compelled to incur any expense or any other amount on behalf of CONTRACTOR'S workmen, OWNER is entitled to recover that amount from any bills payable to CONTRACTOR or in any other manner as deemed fit by FACT.
- iv. The workers deployed by the Contractor for the work shall be covered under the PF & ESI Acts. The Contractor shall ensure full compliance to the above Acts. The Contractor shall be responsible for making all payments to his workmen, including ESI and Provident Fund benefits etc., as applicable. Deductions towards PF & ESI contributions on behalf of the workers will be made from the Contractor's bills, and remitted to the concerned Departments by FACT based on wage roll cum attendance roll to be furnished by the Contractor. If the workers are not presently registered with PF & ESI, necessary applications signed by the workers shall be submitted by the Contractor for enabling their registration. It is also made clear that FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor. In case the Contractor fails to discharge his statutory obligations leading to a situation wherein FACT is to incur any expenditure/loss in their capacity as the Principal Employer, such expenditure/loss shall be realized from the Contractor.
- v. CONTRACTOR indemnifies OWNER against any claims from any person(s) engaged by CONTRACTOR in connection with WORK and in the event OWNER becomes directly liable for any payment consequent to breach or non-observance by CONTRACTOR of the provisions hereof, such amounts shall be payable by CONTRACTOR to OWNER, and OWNER may recover such dues from any amount

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receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.

- vi. In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve and disputes in such a way that WORK can be proceeded with uninterruptedly. In the event such disputes cannot be resolved in the above said manner, CONTRACTOR shall immediately notify PLANT MANAGER / ENGINEER-IN-CHARGE of the existence of such a dispute and the nature thereof, but CONTRACTOR shall himself be responsible to take such measures as are necessary and permissible to have the situation resolved.
- vii. Contractor MAY HAVE ACCESS TO OWNER / OWNER's qualified first-aid personnel and ambulance in case of accidents where such facility is available. CONTRACTOR shall however provide a first-aid post for attending to minor injuries.
- viii. The contractor shall keep Muster Rolls of all the labourers employed by him at the site, noting their daily attendance and wages. The signature or thumb impressions of the employees shall be obtained in respect of wages on rolls. A copy of the attendance and wage register shall be produced to the Finance Department within one week after wage disbursement as per forms supplied by FACT.
- ix. The contractor shall employ only those adult workers (above 18 years of age) who are not disabled, mentally unsound, women in advanced stage of pregnancy or very old persons etc.
- x. The Contractor shall produce the license from the competent authority as per provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall obtain a valid license from the Regional Labour Commissioner (Central), Kochi. The contractor shall abide by all the provisions of the various statutes and the rules framed there under in respect of the above.
- xi. All contract workers shall be enrolled with Kerala Labour Welfare Fund as per Government of Kerala Order No.3989/B1/2010/LBR. FACT shall deduct both employees and employer's contribution from the contractor's bill and remit the same to the fund.
- xii. The contractor shall be liable for payment of all claims, compensation or expenses payable as a result of any accident or injury sustained by workmen employed or hired by the contractor in the execution of the contract, which the contractor is liable to pay by rule, law and order of Government. The expenses, if any, incurred by FACT on the above will be realized from any amount that may be due to the contractor from FACT. Also, the Contractor shall be liable to pay all damages and expenses suffered by the company due to his negligence to perform any of the services mentioned in the contract or due to any action or omission of his employees.
- xiii. The contractor shall observe all statutory labour rules / laws / regulations of Govt. of India, State Government, Local Bodies or any office or authority pertaining to employment of labour. Payment of daily wages, holiday wages, leave salary, bonus, ESI / P.F., retrenchment compensation etc. will be the responsibility of the Contractor. If any expense is incurred to COMPANY (FACT) on the above accounts, the same shall be recovered from the Contractor. The Contractor shall maintain wage register, muster roll, etc. required as per Law. Entry passes to the contract workers will be issued by CISF. For

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entry pass the contractor shall submit an application to CISF through work executing department and HR Department. The following documents shall be submitted along with the request.


- a. Copy of Age proof
  - b. Police clearance certificate
  - c. Copy of bank pass book
  - d. Copy of Aadhar
  - e. Two copies of passport size photographs
  - f. Duly filled application for ESI & PF enrolment.
- xiv. The contractor shall pay the wages to the workers only through banks. Proof of bank remittance certified by banks is to be submitted along with the wage roll to the work executing department before 5th of every month. A copy of the same proof of bank remittance is also to be attached along with the bills to Finance Department.
- xv. The Contractor and his employees are expected to abide by discipline and traffic regulations as directed by FACT and CISF Personnel from time to time within the Offices or Plant premises. FACT reserves the right to demand the removal of the contractor or his employees who have been declared by FACT as offending its directives, without relieving the contractor from his obligations under the contract.
- xvi. If any work entrusted with other parties by FACT is obstructed by, interfered with or caused to be interfered, detrimental to FACT's interest by the contractor or his employees, the contract shall be terminated without notice and the remaining work for the un-expired period of the contract shall be arranged by FACT through other parties at the contractor's risk and cost. The matter whether FACT's work has been interfered with or obstructed shall be decided by FACT and its decision shall be final.
- xvii. The contractor shall maintain the safety practice during the applicable works. Shall ensure that the workers are reported for job with proper PPE's and working dress applicable.

**11. TECHNICAL SUPERVISOR:** The Contractor shall appoint a full time Technical Supervisor as required and approved by the Plant Manager / Engineer-in-Charge. He will be responsible for the proper conduct of the work. The instructions given to him or to any other authorized person of the Contractor shall be considered as instruction given to the Contractor. The Technical Supervisor or an authorized agency shall be available at Site during all working hour throughout the contract period to receive instructions from the Plant Manager / Engineer-in-Charge.

Material Specifications of works, measurements and any other condition not mentioned herein shall be as per relevant Indian Standard Specifications, Codes, Regulations, Laws, etc. or as directed by Plant Manager / Engineer-in-Charge. Tests if required before taking over of the work by COMPANY (FACT) shall be done by Contractor at his cost.

Single Phase Electricity and water if required for the work will be given free or cost at one point. The Contractor shall make his own arrangements for taking connection from that point.

GST is applicable as per GST Act of Government of India

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**12. DISPUTES:**

If the Contractor is not a Central Public Sector Enterprise/Central Government Department:

If any dispute arises out of or relating to or in connection with this CONTRACT, between the CONTRACTOR and the OWNER/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute(s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH.

If the CONTRACTOR is a Central Public Sector Enterprise or Central Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts interse and also between CPSEs and government departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute/ difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.

Any legal proceedings relating to or in connection with this CONTRACT shall be limited to the exclusive jurisdiction of the High Court of Kerala

**13. EMERGENCY:** In case of emergencies or if required to meet the time schedule, Contractor shall arrange work beyond the normal working hours as per the instructions of the Plant Manager / Engineer-in-Charge and no extra payment will be payable for such work carried out.

**14. DAMAGES:** The Contractor shall take care to see that none of the existing structures, fittings, other contractor's properties, etc. are damaged due to carelessness on his part or on the part of his workers. If such damages occur the company will have the right to recover such damages from the Contractor. The Contractor shall keep the site clean and neat at all times. All dismantled materials, debris etc. shall be conveyed and deposited at places pointed out by the Plant Manager / Engineer-in-Charge.


All scrap materials shall be transported to Material Conservation yard after weighing.

During execution of work COMPANY (FACT) reserves the right to delete any items full or part as per schedule of work due to site conditions or other reasons.

**15. TEST EQUIPMENTS:** Contractor shall use only calibrated test equipment / instruments for the works and valid calibration / test certificates shall be available for all such instruments.

**16. ENVIRONMENT MANAGEMENT:** We are a company having Environmental Management System according to ISO 14001 standard. The contractor shall ensure that none of their activities cause damage to the environment. Special care shall be taken in packing and transportation to avoid spillages, or release of any hazardous gases / dust to the atmosphere. The worker employed by the contractor shall be properly trained for handling of the materials and for dealing with emergencies arising out of spillages or releases. Suppliers of chemicals shall provide us with Material Safety Data Sheets (MSDS) of the chemicals. Contractor shall ensure that all waste material/debris from the work site will be removed to the area earmarked or the purpose immediately after completion of the work.

**17. AGREEMENT:** For contracts amounting to Rs. 3.00 lakhs and above, the contractor shall

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execute a formal agreement between FACT as per preform on a stamped paper worth Rs.200/- before starting the work.

The company will not be responsible for payment of any compensation or idle wages for any hold up of work due to a general strike or reasons beyond the control of the company. Crane / Heavy Equipment will be given free of cost provided facilities are absolutely required for the execution of work at the discretion of Plant Manager / Engineer-in-Charge.

- 18. SUB LETTING:** CONTRACTOR shall not sub-let or sub-contract any or all of its obligations under CONTRACT to any other party without prior written consent of COMPANY (FACT). In the event of CONTRACTOR sub-letting the WORK or part thereof to any other party or engaging any sub-contractor, CONTRACTOR shall still be responsible to COMPANY (FACT) for performance of the whole CONTRACT and shall ensure that such other party to whom WORK or part thereof is sub-let or subcontracted perform the portion of WORK so sub-let or subcontracted as per provisions herein and the persons employed at SITE by such other party shall be deemed employed by CONTRACTOR

**OTHER TERMS AND CONDITIONS:** In case of any contradiction between Special conditions and General Conditions of Contract or any other terms and conditions anywhere, Special Conditions of contract shall prevail.

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**TECHNICAL PROCUREMENT SPECIFICATION**

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R0

<b>TPS NO.</b>	30000 - 13 - PS - 001
<b>STATUS</b>	<input checked="" type="checkbox"/> ENQUIRY <input type="checkbox"/> COMMITMENT
<b>ORIGINATING DEPT.</b>	ELECTRICAL
<b>P.O / W.O NO.</b>	
<b>PROJECT</b>	REVAMPING OF ELECTRICAL SYSTEM AT FEDO
<b>LOCATION</b>	UDYOGAMANDAL
<b>CLIENT</b>	M/s.FEDO
<b>PURCHASER</b>	M/s.FEDO
<b>VENDOR</b>	

**ITEM: SUPPLY AND INSTALLATION OF ELECTRICS**

REV.	DATE	DESCRIPTION	PREPARED	CHECKED	APPROVED
0	08.09.2020	Original issue	SM	IK	IK


**FACT ENGINEERING AND DESIGN ORGANISATION**





<b>TECHNICAL PROCUREMENT SPECIFICATION</b>		<b>ATTACHMENTS</b>		<b>30000-13-PS-001 ATT</b>			
				Page 1 of 1			R0
Sl. No.	Document Number	Description	No. of Pages	Rev. No. with Issue			
				1	2	3	4

1	30000-13-TS-001-SW	Scope of work and special requirements	4	0			
2	30000-13-TS-001 SV	Sub Vendor list	2	0			
3	30000-13-PS-001-CS	Compliance Statement	1	-			
4	30000-13-TS-001AX	Annexure to Scope of Work & Special Requirement	3	0			

1	22.09.2020	Comments incorporated	LN	SM	IK
0	08.09.2020	Original issue	LN	SM	IK
REV	DATE	DESCRIPTION	PREPARED	CHECKED	APPROVED
<b>FACT ENGINEERING AND DESIGN ORGANISATION</b>					

00FT01/14



**SPECIAL CONDITIONS OF CONTRACT**  
**(SCC)**



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**INDEX TO SPECIAL CONDITIONS OF CONTRACT**

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- 2.0 SCOPE OF WORK
- 3.0 SITE PARTICULARS
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- 5.0 CONSTRUCTION WATER
- 6.0 CONSTRUCTION POWER
- 7.0 TIME SCHEDULE
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- 11.0 DAILY LABOUR REPORT AND PROGRESS REPORT
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## **SPECIAL CONDITIONS OF CONTRACT**

### **1.0 GENERAL**

- 1.1 Special conditions of Contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-divisions of the document into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to over ride the provision(s) of the General Conditions of Contract only to the extent that such repugnance or variations cannot and shall be to the extent that such repugnance or variance cannot be reconciled with the General Conditions of Contract.
- 1.4 Wherever it is stated any where in this tender document that such and such supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the CONTRACTOR at his own cost, unless a different intention is specifically stated.
- 1.5 The materials, design and workmanship shall satisfy the applicable standards, the job specifications contained herein and codes referred. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard / Specifications / Codes of practice for detailed specifications covering any part of the work covered in this bidding document, the instructions / directions of FEDO will be binding upon the CONTRACTOR.
- 1.6 The items given in Schedule of Items of Work shall be read in conjunction with materials and job specifications and in case of any irreconcilable conflict between them, the provisions in the item under Schedule of Items of Work will override the corresponding provisions only of the material and job specifications, which cannot be reconciled. In such cases, the decisions of FEDO shall be final and binding on the CONTRACTOR.
- 1.7 In case of contradiction between Standards, General Conditions of Contract, Special Conditions of Contract, Technical Specification, Drawings, Schedule of Items of Work, the following shall prevail in order of precedence:
  - (i) Purchase Order, detailed letter of intent along with statement of Agreed Variations and its enclosures.



- (ii) Schedule of Items of Work
- (iii) Special Conditions of Contracts.
- (iv) Technical Specifications.
- (v) Drawings.
- (vi) Specifications and Standards.
- (vii) General Conditions of Contracts.
- (viii) Indian Standard/API/ANSI/ASTM/OISD/Technical/Material Specifications.

## **2.0 SCOPE OF WORK**

- 2.1 The scope of work under this contract covers manufacture, testing at works, transportation to site, receiving materials at site, storage, inspection, handling at site, safe custody, erection, testing, commissioning and handing over of the electrical equipment/items. The scope of work shall be as per the attached specification, data sheets, drawings, typical drawings and the Schedule of Items of Work. For the general conditions of the tendering contract please refer the relevant portions elsewhere in this document. The contractor shall be responsible for the safety and good condition of the materials supplied by him. All equipment /items supplied by the contractor shall be conforming to Indian Standards.
- 2.2 Supply and installation of 8Way, 6Way and 4Way Horizontal type power and lighting Distribution Boards, converting the existing vacant cubicles in the existing PCC panel to MCB outgoing feeders of rating 250A, 63A and 32A, Overhauling of 415V, 250A TPN switch boards, replacing the faulty switches and isolators with the healthy ones, cable terminations, wiring for light point, light fixtures, etc. as specified in the schedule of items of work attached with this document. The scope of work also include miscellaneous civil works, providing service personnel, preparation of detailed drawings and documents if required, preparation of As Built "drawings, Site test reports, vendor drawing approvals for supply items, rendering necessary assistance and preparation of documents for statutory approval covering all Electrical installation etc.
- 2.3 Scope of work shall also include disconnecting and reconnecting of existing cable connections, switches etc. as specified in the schedule of items of work. The scope shall also include removal of unwanted cables, if any, on the discretion of Engineer – in- Charge.
- 2.4 Installation work is inclusive of supply of erection materials, hardware, consumables and sundry items required for the installation.
- 2.5 It is the responsibility of the bidder to supply and install all items, that are incidental and necessary for the completion of the installation, whether specifically mentioned or not, so that the installation complies with the standards and regulations specified.



- 2.6 Associated civil and structural works such as chipping, plastering, grouting, minor brick and concrete works, excavations, fabrication, painting and any other work necessary for completion of the installation shall be included in the scope of work. Separate charges shall not be applicable for the above unless otherwise indicated in Schedule of items of Work.
- 2.7 The bidder shall furnish all labour (supervisory, skilled, unskilled and administrative), transport vehicles, generator sets, welding machines, gas cutters, erection tools and tackles, cleaners, crimping devices, blow lamp, handling equipment, testing equipment, etc., and any other such equipment necessary for installation, testing and commissioning, at no extra cost to the purchaser.
- 2.8 It is the responsibility of the bidder to pay wages and salaries to the persons employed and ensure that all labour rules and acts are complied with. Contributions, fees, etc. necessary in this regard shall be paid and the bidder shall maintain all necessary records.
- 2.9 All consumable materials such as insulation tape, cleaning and paint brushes, welding electrodes, rust preventive materials, jute, cotton waste, hacksaw blades, bolts, nuts, corrosion inhibitive grease, fuel, lubricants, etc. and any other material required for carrying out the work shall be included in the scope of the bidder.
- 2.10 Work shall be started and carried out in accordance with the terms and conditions, approved drawings, specifications and requirements as set forth in this document and instructions of the purchaser or his authorized representative from time to time.
- 2.11 Where supply of materials is involved, the scope shall include design, manufacture, assembly, testing, and inspection at works, packing and delivery at site.
- 2.12 Testing and commissioning works include calibration, all pre-commissioning tests, checking of all wiring and connections for power, control, metering, protection, alarm, annunciation, lighting, and earthing. Testing and commissioning of all the equipment covered in this contract shall be carried out as per relevant standards or as directed by the purchaser.

### **3.0 SITE PARTICULARS**

The intending bidders shall visit the site, i.e., the FEDO Office building and familiarize themselves thoroughly with the state/local rules, regulations and living / working conditions. Non-familiarity or ignorance of these conditions will not be considered a reason for extra claims or for not carrying out the work as per the standards & specifications.

### **4.0 DELETED**

### **5.0 CONSTRUCTION WATER**



The CONTRACTOR has to make his own arrangement for water required for construction at his own risk and cost.

## **6.0 CONSTRUCTION POWER**

- 6.1 The CONTRACTOR has to make his/her own arrangement for the construction power required for construction at his own risk and cost. Any temporary power supply required for carrying out the maintenance activities shall be arranged by the contractor.
- 6.2 All electrical works shall be carried out under the supervision of a licensed Electrician. The electrical connections carried out by the CONTRACTOR shall meet the statutory requirements. Changes, if any, as incorporated in the statutory rules and regulations from time to time shall be applicable to the electrical connection done by the CONTRACTOR. The following conditions shall also be fulfilled.
- 6.3 All the equipment/distribution boxes should have double earthing from the nearest earth pits or from the board earth bus.
- 6.4 All electrical connections have to be done by a competent licensed Electrician with valid license and to the satisfaction of the OWNER. The electrical installation work shall be carried out by a contractor possessing valid and competent Electrical Contractor's License issued by the Kerala State Electricity Licensing Board for carrying out such Medium Voltage electrical installation works in the state of Kerala.
- 6.5 During working hours (including over time) one licensed competent Electrician shall be available at site to attend to the normal/emergency jobs.
- 6.6 All switch boards/welding machines shall be kept inside covered sheds to protect them from rain.
- 6.7 All electrical equipment shall be switched off after the job; every day by the CONTRACTOR's authorized Electrician.
- 6.8 Only metallic distribution boxes with double earthing shall be used at the site. Wooden boxes shall not be allowed.
- 6.9 Supply for lighting/grinding shall be taken only using 3 pin plug/socket connectors with interlocking arrangements. Two pin plugs shall not be allowed.
- 6.10 CONTRACTOR shall submit in time the required forms like schemes, completion reports etc. as specified by Consultant.
- 6.11 No looping of Electrical supply is allowed.





- 6.12 For all three-phase supplies, only armoured aluminium cables of suitable sizes or flexible copper cables of 4 x 6 sq.mm and above shall be allowed.
- 6.13 Temporary Electrical Wiring
- 6.13.1 Frayed and/or bare wires shall not be used for temporary electrical connections during work. All temporary wiring shall be installed and supervised by a competent electrician. Adequate protection shall be provided for all electrical wiring laid on floor which may have to be crossed over by machinery or by the workmen. All flexible wiring connecting the electrical appliances shall have adequate mechanical strength and shall preferably be enclosed in a flexible metal sheath. Overhead wires/cables shall be so laid that they leave adequate head room.
- 6.13.2 All electrical circuits, other than those required for illumination of the site at night, shall be switched off at the close of day's work. The main switch board from which connections are taken for lighting, power operated machinery, etc., shall be located in an easily accessible and prominent place. No articles of clothing or stores shall be kept at the back of or over the board anywhere near it. One 3 kg/4.5 kg CO<sub>2</sub> extinguisher or one 5 kg dry powder extinguisher shall be provided near the switch board.

## **7.0 TIME SCHEDULE**

The work shall be completed in all respects within a period of **1.5 months** from the date of issue of clearance to start the work as mentioned in Work to Proceed Notice issued by the Engineer in Charge and this shall be reckoned as the zero date of the contract.

## **8.0 LIQUIDATED DAMAGES FOR DELAY**

Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages @ of **0.5%** of the value of CONTRACT per week and or part thereof of the delay subject to a maximum of **7.5%** of the value of the CONTRACT.

## **9.0 SUPERVISION OF WORK**

- 9.1 The contractor is bound to deploy sufficient number of experienced Engineers and Supervisors (Technical and General) for the execution of work.
- 9.2 FEDO reserves the right to appoint on their behalf any authorized personnel for the supervision of the work.

## **10.0 DELETED**



### **11.0 DAILY LABOUR REPORT AND PROGRESS REPORT**

The CONTRACTOR should submit daily labour report indicating the details of the contract labour engaged for the day to the Engineer-in-charge. Further, the CONTRACTOR should submit weekly progress report showing the actual quantum of work done at site against the programmed quantum, after finalisation of the schedule for the work in consultation with the Engineer-in-charge.

### **12.0 OWNER'S SCOPE OF SUPPLY:**

There will not be any free issue materials by Owner for this work.

### **13.0 CONTRACTOR'S SCOPE OF SUPPLY**

The quantities shown in the Schedule of Items of Work are preliminary and likely to be revised. Contractor shall take necessary measurements at site to ensure that actual requirement is supplied. Payment shall be for the actual quantity supplied and used at site. The unit rate quoted for various items shall be applicable without escalation for increase/decrease of quantities found necessary during the execution of the project. All concealed /flush mounting works shall be done in co-ordination with civil work. No separate charges shall be applicable for chipping walls and other surfaces for concealing or flush mounting electrical items and restoring the surface to original finish.

All incidental charges such as carriage, octroi, loading, unloading wastage, storing, safe custody, watch and ward etc. shall be borne by the Contractor for all the materials supplied by the Contractor.

List of approved manufacturers/ brands of various materials are provided in the Sub Vendor List.

### **14.0 STORAGE OF MATERIALS**

14.1 Suitable place shall be provided by the Owner for the storage of all types of materials & consumables and working place. The quoted rate shall include all leads and lift of materials to the site of work. No claim will be entertained for any extra cost on account of this. FEDO will not be responsible for any theft or damage to the material stored at site by the CONTRACTOR. CONTRACTOR has to make his own security arrangement to protect the material from theft at own cost.

14.2 Any excess materials/ equipment, tools etc. owned by the CONTRACTOR shall be removed from the premises within a reasonable period of time and the area of work should be left in spic and span condition after the completion of work.

### **15.0 INCOME-TAX**

Tenderers are required to quote their Permanent Account Number (PAN) in their Tenders or other relevant documents.

### **16.0 STIPULATIONS AND DEVIATIONS TO TENDER CLAUSES**



16.1 Tenderers are advised to submit quotations strictly based on the terms, conditions and specifications contained in the Tender documents and not to stipulate any deviations.

16.2 OWNER reserves the right to evaluate the offers containing deviations with financial implications after adding cost for such deviations as determined by OWNER.

### **17.0 CONSTRUCTION EQUIPMENT AND SITE ORGANISATION**

17.1 Equipment:

The CONTRACTOR shall without prejudice to his/her overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipments and tools and tackles and augment the same as decided by the OWNER depending on the exigencies of the work so as to suit the work schedule. The TENDERER shall submit a list of equipment he/she proposes to deploy for the subject work along with the offer. No equipment shall be supplied by the OWNER.

17.2 Site Organization:

Subject to the provisions in the tender document and without prejudice to CONTRACTOR's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, CONTRACTOR shall deploy site organization and augment the same as decided by the OWNER depending on the exigencies of work.

17.3 The bidder shall submit the details of minimum site organization proposed by him/her, along with the tender document.

### **18.0 CO-ORDINATION WITH OTHER AGENCIES**

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the CONTRACTOR. Proper co-ordination with other agencies will be CONTRACTOR's responsibility. In case of any dispute, the decision of OWNER shall be final and binding on the CONTRACTOR.

### **19.0 ORDER OF WORKS**

OWNER reserves the right to fix up priorities and the CONTRACTOR shall plan and execute work accordingly.

### **20.0 QUALITY ASSURANCE**

20.1 The CONTRACTOR has to ensure that the work is carried out as per standards and all code requirements.

20.2 In case CONTRACTOR fails to follow the instruction of OWNER, next payment due to him/her shall not be released unless until he/she complies with the instructions to the full satisfaction of OWNER.



## **21.0 MOBILISATION ADVANCE**

Mobilisation advance is **NOT PAYABLE** to the CONTRACTOR for this work.

## **22.0 RESPONSIBILITY OF CONTRACTOR**

- 22.1 The CONTRACTOR shall be entirely responsible for executing the work covered under this tender document in a workmanlike and expeditious manner as per the time schedule, specifications, drawings and the necessary supervisory personnel, skilled, semi-skilled and unskilled labour shall be provided by the CONTRACTOR to achieve the monthly/weekly targets and the overall time schedule.
- 22.2 The CONTRACTOR shall ensure that local labour, unskilled as well as skilled to the extent possible and available from local resources, are preferentially employed on the work. For any infringement of this provision, the OWNER shall be at liberty to rescind the contract without any liability to pay any compensation whatsoever to the CONTRACTOR.
- 22.3 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 22.4 It shall be entirely the CONTRACTOR's responsibility to provide, operate and maintain all necessary equipment, scaffoldings and safety gadgets, tools and appliances to perform the work in a workmanlike and efficient manner and complete all the jobs as per time schedules.
- 22.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the CONTRACTOR's responsibility and his/her rates for execution of work will be inclusive of supply of all these items. CONTRACTOR shall not use any of the equipment or materials issued to him/her by OWNER. Misuse of materials will be seriously viewed and deductions at penal rates will be made from the CONTRACTOR's bills for such quantities that are misused.
- 22.6 It shall be the responsibility of the CONTRACTOR to supply the best equipment, new and in first class condition for the WORK. The SPECIFICATIONS provided in the CONTRACT are to provide the CONTRACTOR with performance criteria for all major equipment, components and facilities.
- 22.7 The CONTRACTOR shall provide adequate drinking water facility at site for the contract workmen engaged by him as per statutory requirements at his own cost.
- 22.8 CONTRACTOR shall be responsible for implementing the requirements of Kerala State Pollution Control Board.



- 22.9 The CONTRACTOR should ensure safety of his materials, equipment, completed jobs at his risk and cost. The CONTRACTOR shall provide their own security arrangement. Rate shall include all leads and lift of materials to the site of construction. No claim will be entertained for any extra cost on account of this. FEDO will not be held responsible for any theft and damage that takes place during the performance of work at work site to the CONTRACTOR's property.
- 22.10 The CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER, any loss or damage to all works being executed and materials procured/issued to the CONTRACTOR by OWNER, due to natural calamities during execution of the Project. The CONTRACTOR shall at his own expenses carry and maintain sufficient insurance coverage with reputable Insurance Company for the above to the satisfaction of OWNER. This is addition to any other insurance coverage mentioned else where in tender documents.
- 22.11 CONTRACTOR shall indemnify and keep the OWNER harmless of all claims or liability for damage to public property or property of any kind, personal injury including the death of any employee, its servants or public, if any, arising under or by reason of this agreement if such claims result from the fault and/or negligence of willful acts or omissions of CONTRACTOR, his employees, agents, representative or Sub-CONTRACTORS in consequence of the performance of this CONTRACT.

### **23.0 CONSTRUCTION**

CONTRACTOR shall observe all national and local laws, ordinances, rules and regulations and requirements pertaining to the work in addition to Codes & standards specified and shall be responsible for extra costs arising from violations of the same.

### **24.0 DRAWINGS / DOCUMENTS**

Preparation of detailed drawings and documents if required, preparation of As Built drawings, Site test reports, vendor drawing approvals for supply items, rendering necessary assistance and preparation of documents for statutory approval covering all Electrical installation etc. shall be included in the scope of CONTRACTOR.

### **25.0 ALTERATION IN SPECIFICATION AND DESIGNS**

During the execution of the work, the Engineer-in-charge may desire to make changes in design due to site condition or due any other reason. The CONTRACTOR shall carry out such changes shown by the Engineer-in-charge in writing, without any extra cost. These changes shall be either for partially or fully for the entire quantities put to tender, for these items.

### **26.0 FIRM PRICES**



Prices / Rates quoted by the bidder shall remain firm and fixed and valid until completion of the contract performance and will not be subject to escalation / variation on any account. Unless otherwise specified the rates for various items of work shall be for works at all height / depths.

## **27.0 SAFETY, FIRE & SECURITY REGULATIONS**

CONTRACTOR shall observe and abide by all safety regulations and practices of OWNER mentioned elsewhere in the tender document.

### **27.1 General**

All relevant clauses for electrification work as given in **National Electric Code** and **Indian Electricity Rules-1956** are applicable for this work.

No work shall be undertaken on live installations, or on installations which could be energized unless one another person is present to immediately isolate the electric supply in case of any accident and to render first aid, if necessary.

#### 27.1.1 Safety Program

**ALL OPERATIONS SHALL BE CARRIED OUT WITH PROPER SAFETY ARRANGEMENTS AND USING PERSONAL PROTECTIVE EQUIPMENT.**

27.1.2 For work during night, lighting of at least 100 lux intensity shall be provided at the work site.

27.1.3 Every crane driver or hoisting appliance operator shall be competent to the satisfaction of the engineer-in-charge and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffolding winch, or give signals to operator.

27.1.4 Access to working platforms and the top pulley shall be provided by ladders. Working platforms shall be protected against the weather.

27.1.5 Exposed gears, fly wheels, etc. shall be fully enclosed.

27.1.6 All checks as given in the Indian Standards and any manuals issued by the manufacturers shall be carried out.

## **27.2 ELECTRICAL INSTALLATIONS AND LIFTS**

### 27.2.1 Temporary Electrical Wiring

Frayed and/or bare wires shall not be used for temporary electrical connections during work. All temporary wiring shall be installed and supervised by a competent electrician. Adequate protection shall be provided for all electrical wiring laid on floor which may



- have to be crossed over by machinery or by the workmen. All flexible wiring connecting the electrical appliances shall have adequate mechanical strength and shall preferably be enclosed in a flexible metal sheath. Overhead wires/cables shall be so laid that alley leave adequate head room.
- 27.2.2 All electrical circuits, other than those required for illumination of the site at night, shall be switched off at the close of day's work. The main switch board from which connections are taken for lighting, power operated machinery, etc., shall be located in an easily accessible and prominent place. No articles of clothing or stores shall be kept at the back of or over the board anywhere near it. One 3 kg/4.5 kg CO<sub>2</sub> extinguisher or one 5 kg dry powder extinguisher shall be provided near the switch board.
- 27.2.3 Metal ladders shall not be used around electrical equipment or circuits of any kind where there is a possibility of coming in contact with the current. Metal ladders shall be marked with signs reading 'CAUTION: DO NOT USE NEAR ELECTRICAL EQUIPMENT'.
- 27.2.4 No scaffolding, ladder, working platform, gangway runs, etc. shall exist within 3 m from any electric wire which is not insulated.
- 27.3 Safety Measures Against Fall Prevention
- Persons working at heights may use safety belts and harnesses. Provision of cat-walks, wire mesh, railings reduces chances of fall-ladder and scaffoldings, staging etc., should be anchored on firm footing and should be secured and railing should be provided as far as possible. All accesses should be barricaded to prevent accidental fall.
- 28.0 PROJECT SCHEDULING**
- The Bidder is required to submit a Project Time Schedule in Bar Chart Form, along with the Bid. The Schedule shall cover all aspects like sub-ordering, manufacturing and delivery, sub-contracting and construction within the completion time indicated in the Bid Document.
- 29.0 PROJECT REVIEW MEETINGS**
- The CONTRACTOR shall present the programme and status of work at various review meetings as required.
- 30.0 PROGRESS REPORTS**
- This report shall be submitted on a weekly basis, covering overall scenario of the work. The report shall include but not be limited to the following:
- (a) Brief introduction of the work.
  - (b) Activities programmed and completed during the previous week.



- (c) Resource deployed men and machine.
- (d) Record of Man-days lost.
- (e) Construction percentage progress, scheduled and actual.

### **31.0 SPECIFIC CONSTRUCTION REQUIREMENTS**

- 31.1 Contractor to ensure minimum noise pollution at site.
- 31.2 CONTRACTOR may have to work on round the clock basis to meet the time schedule.

### **32.0 HINDRANCE TO WORK**

Any obstruction /hindrance to the work from local public, labors, unions, etc., shall be settled by the CONTRACTOR for successful completion of job within the contractual completion date, as per scope of Contract.

### **33.0 SAFE MOVEMENT OF VEHICLES DEPLOYED BY CONTRACTOR**

CONTRACTOR should take extra care for movement of vehicles to avoid any sort of accidents to the public, damage to roads, public properties etc. OWNER will not be responsible for any sort of accidents.

### **34.0 CURRENCIES OF PAYMENT**

Payment to the CONTRACTOR shall be made in **Indian Rupees**.

### **35.0 ESI AND EPF ACTS**

The contractor shall comply with the provisions of EPF Act and ESI Act 1948 as may be applicable and amended from time to time. The contractor shall furnish five percent of the contract value as Security Deposit for ESI/PF.

### **36.0 GENERAL ENVIRONMENT REQUIREMENTS**

The Contactor has to ensure efficient use of natural resources like water, fuel oil and lubricants. The CONTRACTOR should ensure proper awareness to workers to maintain a green and clean environment at work location. The CONTRACTOR must collect and dispose of all the waste and scrap materials at the designated place only as directed by OWNER.

### **37.0 RULES AND REGUALTIONS**





CONTRACTOR shall observe in addition to codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible for extra costs arising from violations of the same.

### **38.0 DELETED**

### **39.0 COMPUTERISED CONTRACTOR'S BILLING SYSTEM**

39.1 Without prejudice to stipulation in General Conditions of Contract, CONTRACTOR should follow the following billing system.

39.2 The bills will be prepared by the CONTRACTOR on their own PC's as per the standard formats and codification scheme proposed by OWNER. CONTRACTOR will submit these data to OWNER in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The CONTRACTOR will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment. OWNER will utilize these data for processing and verification of the CONTRACTOR's bill.

### **40.0 ADDITIONAL / EXTRA WORK**

The contractor is bound to carry out any additional work / extra item of work as required for the satisfactory completion of the work. However OWNER reserves the right to execute any additional works/extra works during the execution of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for the completion of works awarded to the CONTRACTOR.

### **41.0 MEASUREMENT, BILLING AND TERMS OF PAYMENTS**

The mode of measurement, billing and terms of payment shall be as detailed below;

41.1 Measurement of works:

a. Without prejudice to stipulation in General Conditions of Contract, Contractor should follow the following billing system.

The bills will be prepared by the Contractor on their own PC's as per the standard formats and codification scheme proposed by OWNER. Contractor will submit these data to OWNER in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The Contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment. OWNER will utilize these data for processing and verification of the Contractor's bill.

b. The contractor shall enter all the measurements in Excel format and to submit all the bills running as well as final bills in Microsoft Excel format in computer CDs and also hard copies as required by the Engineer-in-Charge. Work in general is



to be executed as per drawings issued. For all payment purposes, measurements will be based on the actual work executed at site.

- c. Measurement will be taken by the contractor in the presence of Engineer-in-Charge or his representative. Payment will be based on these measurements.
  - i. Linear measurement will be in meters corrected to centimeters. If physical measurement is not practicable, measurements given in the execution drawings shall be adopted.
  - ii. Payment will be on pro-rata basis of item rates as accepted in the contract in the terms and manner as described below. However, the decision of the Engineer-in-Charge shall be final in respect of completion of work and percentage release of payment thereof.

#### 41.2 Terms of payment

- 90% after completion of individual items of work in all respects and acceptance by the Engineer-in-Charge through RA Bills.
- 10% through final bill.

**Note:** The above progress payments are subject to deductions towards chargeable materials issued, Security Deposit, rent charges, ESI/PF contribution, Income Tax, etc., and any other deductions as applicable as per terms of the contract.

#### 41.3 Deleted

#### 42.0 DELETED

#### 43.0 Release of Security Deposit

The retention period/Security Deposit shall be as mentioned below.

Total Security Deposit for the work will be 10% of the Initial Contract value. Security Deposit shall be submitted in the form of bank guarantee or remitted in FACT a/c by NEFT/RTGS or DD/cheque in favour of FACT LTD payable at Udyogamandal. Security Deposit will be released after one year from the date of completion the work.

#### 44.0 OTHER SPECIAL CONDITIONS

The contractor shall also comply with the following instructions:

1. Provide safety equipments like safety helmets, jackets, masks, boots and gloves.
2. Provide fire extinguishers at site.
3. Helmets, confirming to accepted standards, should be worn properly at all times.



- 4. Safety goggles should be worn during activities which are hazardous to eyes like drilling, cutting and welding.
- 5. Welders and gas cutters should have the required safety equipment like gloves, safety boots, hand shields etc.
- 6. All electrically operated hand tools must be provided double earthing to make it safe for the workers.
- 7. Workers should not be permitted to wear clothes which enhance their getting involved in accidents. No loose clothes should be permitted.
- 8. To ensure the health and safety of workers, with effective provisions for the basic facilities such as sanitation and drinking water, and safety of equipment or machinery.
- 9. Provide clean drinking water to all workers.
- 10. Sanitation:
  - (a) Contractor can make use of the existing toilets at site. Additional facilities commensurate with the number of employees engaged have to be provided by the contractor.
  - (b) Natural or adequate artificial illumination shall be provided.
- 13. The contractor shall ensure that Smoking is prohibited on site.

**45.0 UPLOADING OF DOCUMENTS**

All the documents are to be uploaded in PDF Format.

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1.0 INTRODUCTION

1.1 FACT Engineering and Design Organization (FEDO) a Govt. of India Undertaking is planning for revamping of Electrical system at their office building at Udyogamandal . This specification covers Electrical requirements as part of the revamping work.

2.0 SCOPE OF WORK

2.1 The scope of this specification covers manufacture, testing at works, transportation to site, receiving materials at site, storage, inspection, handling at site, safe custody, erection, testing, commissioning and handing over of the electrical equipment/items , as per schedule of items of work, specifications and drawings attached. The scope of work shall be as per the attached specification, data sheets, drawings, typical drawings and the Schedule of Items of Work. For the general conditions of the tendering contract please refer the relevant portions elsewhere in this document. The contractor shall be responsible for the safety and good condition of the materials supplied by him. All equipment /items supplied by the contractor **shall be conforming to Indian Standards**

2.2 The Electrics include the following items

Supply and installation of 8Way, 6Way and 4Way Horizontal type power and lighting Distribution Boards, converting the existing vacant cubicles in the existing PCC panel to MCB outgoing feeders of rating 250A, 63A and 32A, Overhauling of 415V, 250A TPN switch boards, replacing the faulty switches and isolators with the healthy ones, cable terminations, wiring for light point, light fixtures, etc. as specified in the Schedule of Items of Work attached with this document. The scope of work also include miscellaneous civil works, providing service personnel, preparation of detailed drawings and documents if required, preparation of "As Built" drawings, Site test reports, vendor drawing approvals for supply items, rendering necessary assistance and preparation of documents for statutory approval covering all Electrical installation etc.

2.3 Scope of work shall also include disconnecting and reconnecting of existing cable connections, switches etc. as specified in the schedule of items of work. The scope shall also include removal of unwanted cables, if any, on the discretion of Engineer – in- Charge.

2.4 Installation work is inclusive of supply of erection materials, hardware, consumables and sundry items required for the installation.

2.5 It is the responsibility of the bidder to supply and install all items, that are incidental and necessary for the completion of the installation, whether specifically mentioned or not, so that the installation complies with the standards and regulations specified.

2.6 Associated civil and structural works such as chipping, plastering, grouting, minor brick and concrete works, excavations, fabrication, painting and any other work necessary for completion of the installation shall be included in the scope of work. Separate charges shall not be applicable for the above unless otherwise indicated in Schedule of items of Work.

2.7 The bidder shall furnish all labour (supervisory, skilled, unskilled and administrative), transport vehicles, generator sets, welding machines, gas cutters, erection tools and tackles, cleaners, crimping devices, blow lamp, handling equipment, testing equipment, etc, and any other such

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equipment necessary for installation, testing and commissioning, at no extra cost to the purchaser.

- 2.8 It is the responsibility of the bidder to pay wages and salaries to the persons employed and ensure that all labour rules and acts are complied with. Contributions, fees, etc. necessary in this regard shall be paid and the bidder shall maintain all necessary records.
- 2.9 All consumable materials such as insulation tape, cleaning and paint brushes, welding electrodes, rust preventive materials, jute, cotton waste, hacksaw blades, bolts, nuts, corrosion inhibitive grease, fuel, lubricants, etc. and any other material required for carrying out the work shall be included in the scope of the bidder.
- 2.10 Work shall be started and carried out in accordance with the terms and conditions, approved drawings, specifications and requirements as set forth in this document and instructions of the purchaser or his authorized representative from time to time.
- 2.11 Where supply of materials is involved, the scope shall include design, manufacture, assembly, testing, and inspection at works, packing and delivery at site.
- 2.12 Testing and commissioning works include calibration, all pre-commissioning tests, checking of all wiring and connections for power, control, metering, protection, alarm, annunciation, lighting, and earthing. Testing and commissioning of all the equipment covered in this contract shall be carried out as per relevant standards or as directed by the purchaser.
- 2.13 Bidder shall carry out clearing of all construction waste materials and loose earth, which might have collected in and near the work site consequent to execution of the work under this contract. Also all temporary structures erected by the bidder shall be removed.

**3.0 DRAWINGS AND DETAILS ENCLOSED WITH THE TENDER**

- 3.1 The drawings enclosed are only typical for the guidance of the bidder to formulate the bid and to furnish his rates and prices. Complete set of 'Good for Construction Drawings' shall be issued to the successful bidder.
- 3.2 Preparation, completion and handing over the documents and updating the drawings to "AS BUILT" status as per requirement and direction of purchaser/Engineer-In-Charge shall be included in the scope of bidder
- 3.3 All the available data have been furnished in this requisition. If any other data is additionally required, the bidder shall obtain the same from purchaser.

**4.0 QUANTITIES**

- 4.1 Quantities wherever indicated against individual items in the "Schedule of Items of Work" are only approximate and may vary at the time of order or during execution of the contract to suit final requirements. Payment shall be applicable only for actual quantities based on final certified quantities at site.
- 4.2 Optional items if any included in the "Schedule of Items of Work" is to enable the purchaser to avail the same, if required, during execution of order.
- 4.3 The bidder shall verify the actual requirement of items included in supply scope as per site condition before procurement. Discrepancy if any found shall be brought to the attention of the Site in Charge to avoid surplus / shortage of materials.

5.0 PRICES

5.1 Prices/rates shall be quoted as per the "Schedule of Items of Work" giving the complete break up details asked for.

5.2 The rates offered shall be for the finished work and shall cover that for supply of labour, supervisory staff, consumables, erection materials, inspection, testing, delivery charges, taxes, duties, maintenance till handing over, meeting statutory requirements, documentation, all incidental charges, etc as applicable.

5.3 The unit rates quoted shall be applicable for any variation in the quantities.

5.4 The rates indicated for erection in the Schedule of Items of Work enclosed shall include charges for fabrication, installation, testing, commissioning as per enclosed specifications/data sheets/drawings,

5.5 The erection charges indicated in Schedule of Items of work shall be valid both for items supplied by the bidder and that supplied by purchaser

5.6 In case of unit rate being different in figures and words, the unit rates in words shall be taken as final.

6.0 CONSTRUCTION POWER

6.1 The bidder shall make their own arrangement for construction power, unless otherwise stated elsewhere.

7.0 CONTRACTOR'S LICENSE

7.1 The bidder shall possess a valid and competent Electrical Contractor License (class B or above) issued by the State Electricity Licensing Board for carrying out electrical installation works in the State where project site is situated.

7.2 True copies of the relevant pages of the Electrical Contractor License possessed by the Bidder shall be furnished along with the technical offer for substantiating the validity and scope of the license.

7.3 The license shall be produced for verification on request by the purchaser.

7.4 All wiremen, electricians, and supervisors engaged by the bidder for the above work shall possess necessary valid license issued by State Electricity Licensing Board. These shall be made available for scrutiny of the Purchaser.

8.0 SPECIAL NOTES

8.1 All exposed MS parts included in the supply scope of the bidder shall be painted with two coats of epoxy based paint over suitable primer at no extra cost to the purchaser

8.2 The scope of work shall include painting feeder names, equipment numbers, circuit numbers, etc., with suitable sized characters as directed by the Site-In-Charge on equipment, devices associated with this work at no extra cost. All materials required for the above shall be supplied free of cost by the bidder



8.3 All mounting hardware and external hardware of electrical item shall be of stainless steel considering installation in corrosive/saline atmosphere.

9.0 PREPARATION OF THE QUOTATION

9.1 Quotation shall essentially include the following: "Schedule of items of work" duly filled in with rates called for.



9.2 Item wise deviations, if any, on the clauses of specifications/ data sheets for individual equipment. In the absence of any clearly indicated deviations, it shall be deemed that the offer is in full conformity with the specifications.

9.3 The intending bidder shall visit the site and familiarise themselves thoroughly with the site conditions, before submitting their offer. Non familiarity with the job and site conditions will not be considered as reason for extra claim.

TECHNICAL PROCUREMENT SPECIFICATION		SUB VENDOR LIST (ELECTRICAL)			30000-13-TS-001 SV	
				Page 1 of 2		R0
SL NO	ITEM	VENDORS				
1	TPNSFU	INDO ASIAN FUSEGEAR				
		LEGRAND				
		HAVELLS				
		L&T				
		SIEMENS				
2	MCCB	ABB				
		L&T				
		ALSTOM				
		SIEMENS				
		LEGRAND				
3	MCB	INDO ASIAN FUSEGEAR				
		LEGRAND				
		HAVELLS				
		L&T				
		SIEMENS				
4	MULTI-FUNCTION METERS	ABB LTD., BANGALORE				
		L & T LTD., CHENNAI				
		SIEMENS LTD., COIMBATORE				
		SCHNEIDER ELEC. INDIA LTD., VADODARA				
		BHEL				
		CONTROL & SWITCH GEARS				
5	INSTRUMENT TRANSFORMER(CT)	AUTOMATIC ELECTRIC				
		PRAGATHI				
		SILKANS				
		SIEMENS				
		ALSTOM				
		ABB				
		ECS				
		INTRANS				
		KAPPA				
6	CONTROL SWITCHES/ SELECTOR SWITCHES	JYOTI				
		KHAITHAN				
		L&T				
		SIEMENS				
		ALSTOM				
		EASUN REYROLLE				
		KAYCEE				
		ABB				
		SALZER				
7	NUMERICAL RELAYS	ABB				
		ALSTOM				
		AREVA T & D				
		SIEMENS LIMITED				
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TECHNICAL PROCUREMENT SPECIFICATION		SUB VENDOR LIST (ELECTRICAL)		30000-13-TS-001-SV	
				Page 2 of 2	R0
			GE		
8	5A & 15A SWITCHES AND SOCKETS		ANCHOR		
			M.K ELECTRICS		
			LEGRAND		
			CRABTREE		
			ABB		
			L&T		
9	PUSH BUTTON STATIONS		FLEXPRO ELECTRICALS		
			ELECTRICAL EQUIPMENT CORPORATION		
			BHARTIA INDUSTRIES LIMITED		
			BALIGA LIGHTING EQUIPMENTS(P) LTD		
10	CABLES		FORT GLOSTER INDUSTRIES LTD		
			TORRENT CABLES LTD		
			TCL SPECIAL CABLES		
			INCAB INDUSTRIES LTD		
			HAVELL'S INDIA LTD		
			PRESTIGE CABLE INDUSTRIES		
			GOVIND CABLE INDUSTRIES		
			UNIVERSAL CABLES LTD		
			CABLE CORPORATION OF INDIA LTD		
			FINOLEX CABLES LTD		
			KEI INDUSTRIES LIMITED		
			KEC INTERNATIONAL LIMITED (RPG CABLES)		
			TRACO CABLE CO LTD		
			NICCO CORPORATION LIMITED		
			APAR INDUSTRIES LTD (UNIT: UNIFLEX CABLES)		
			SKYTONE ELECTRICALS (I) LTD		
			POLYCAB WIRE PVT LTD		
	GEM CABLES & CONDUCTORS LTD				
	RADIANT-RSCC SPECIALITY CABLE PRIVATE LIMITED				
11	LIGHT FITTINGS		PHILIPS		
			CROMPTON GREAVES		
			GE LIGHTING LTD		
			WIPRO		
			HAVELLS		
			OSRAM		
			BAJAJ		
NOTE: ITEMS NOT INCLUDED IN THE ABOVE LIST SHALL BE GOT APPROVED FROM FACT BEFORE FINALIZING.					
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This document shall be read in conjunction with Schedule of items of work (30000-13-PS-001 SW).

**1. GENERAL**

The entire work shall be carried out as detailed in various specifications, special requirements, data sheets, drawings, documents, etc. attached. The work shall also conform to Indian standards, rules, regulations, acts, code of practices, requirements of various statutory bodies, manufacturer's instruction manuals of individual equipment as applicable and directions issued by FEDO. The scope shall also include preparation of detailed working drawings and bill of materials required for completion of the work.

The quantities shown in this schedule for various items are preliminary and likely to be revised. Contractor shall take necessary measurements at site to ensure that actual requirement is supplied. Payment shall be for the actual quantity supplied and used at site. The unit rate quoted for various items shall be applicable without escalation for increase/decrease of quantities found necessary during the execution of the project. All concealed /flush mounting works shall be done in co-ordination with civil work. No separate charges shall be applicable for chipping walls and other surfaces for concealing or flush mounting electrical items and restoring the surface to original finish.

**(a) SUPPLY**

The supply scope shall include design, manufacture, shop testing, inspection, packaging, forwarding, delivering at site, submission of documents like drawings, catalogues, manuals, manufacturer's test certificates, guaranteeing performance, etc. as applicable. Refer sub vendor list for make of supply items.

**(b) ERECTION and COMMISSIONING**

The erection scope shall include transportation from site stores, handling at site, storage, inspection, safe custody, unpacking, checking of components of supply equipment/items, listing of short supplied items, assembly of sections and loose parts supplied along with the equipment, fixing and grouting of foundation channels supplied by the equipment manufacturer, epoxy painting of associated MS structural members, checking of wiring as per manufacturer's drawing, rewiring and interlock wiring if any required, minor civil works like chipping walls/floors/ceilings/columns, restoring the disturbed surfaces to original finish, touch up painting, painting feeder details, making bolt holes for supporting/fixing, thread cutting of pipes, etc. The erection rate indicated below shall be applicable also for equipment if any issued by FEDO.

The scope shall also include supply of erection materials such as bolts, nuts, washers, paint, cement, sand, welding electrodes, insulation tapes, brush, paint, primer, structural support items, etc. wherever required. The erection charges indicated below shall include Testing, Commissioning and Handing over including submission of site test certificates.

The scope shall also include removal of unwanted cables and closing unused cable entries.

All electrical connections and terminations shall be thoroughly inspected and checked for correctness. Presence of foreign materials, left out tools, tightness, etc. shall be checked for all equipment. All tests shall be carried out at site in the presence of Owner's representative and test results shall be recorded on the approved proforma and duly certified.

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The electrical installation work shall be carried out by a contractor possessing valid and competent Electrical Contractor's License issued by the Kerala State Electricity Licensing Board for carrying out such Medium Voltage electrical installation works in the state of Kerala.

All wiremen, electricians and supervisors engaged by the contractor for the above work shall possess necessary valid licence issued by Kerala State Electricity Licensing Board. These shall be made available for scrutiny of the purchaser.

The records of all the test results shall be submitted to the owner. Insulation tests shall be carried out on all electrical devices. If the insulation readings are not adequate, the contractor shall make arrangements for heating/drying of the equipment so that the insulation level gets improved to the desired value.

**The work shall be completed with minimum interruption for day to day activities of FEDO by arranging work after office hours and holidays. Any temporary power supply required for carrying out the maintenance activities shall be arranged by the contractor.**

#### CABLING

Supply, Laying, Testing, Commissioning and Handing over of following sizes of cables. The scope of work shall be as noted below.

(a) See 1.0.0(a) above for general requirements.

While selecting drum length, care should be taken to avoid joints. Quantity of cables indicated below is approximate only. Contractor shall supply cables as per actual requirement.

(b) The erection scope shall also include laying, dressing, fixing on cable trays /racks /risers /cable ducts/walls /columns /cable trenches /pipes/concealed conduits, clamping, tagging, tying, drilling holes, minor civil work, testing, commissioning, etc. The rates quoted shall include supply of all accessories required such as, cable lugs cable clamps, bolts, nuts, washers, cable tags, nylon ropes, etc. For other requirements see 1.0.0 (c) above.

(c) The scope as per this item shall exclude supply of cable glands, cable termination, pipes, cable trays, structural items, straight through joints, termination kit, excavation, supply of sand etc. which are included elsewhere.

#### CABLE TERMINATIONS

Supply of weather proof single compression Nickel plated brass cable glands suitable for 650/1100V grade cables of following size and type for use in switch board/panels and ordinary type equipment.

Cable termination on panels, Junction boxes, PDB, LDB etc., testing, commissioning and handing over of 650/1100V grade, PVC A PVC(FRLS), Aluminium/copper conductor power cables/control cables, conforming to specifications, data sheets, drawings, relevant Indian Standards, code of practices etc. to the entire satisfaction of the owner and of the following sizes. The scope shall include making cable entries on gland plates on equipment, wherever required, fixing lugs, electrical connections, cable glanding (where applicable) and gland earthing. The scope shall also include supply and installation of all required accessories such as necessary crimping type tinned copper cable lugs, Nickel plated brass cable glands, bolts, nuts, washers, ferrules, gland earth clamps, strips etc.(The cable termination rate shall include gland earthing of cable termination also.)

#### SURFACE CONDUIT WIRING

Surface conduit wiring from the distribution board to the light, fan or plug point as detailed below.

The supply scope shall include supply of plug socket outlet control switches; double pole switches etc. as specified below with all required accessories as required.

The erection scope shall include wiring adopting surface conduit system from distribution board up to the light, fan and plug point including switch/mounting boxes, junction boxes, etc. The rates quoted shall remain firm for changes if any made in the location of various wiring points due to site requirements.

The erection scope shall also include preparation of working drawings of conduit layouts if required, laying, clamping, concealing of conduits through roof slabs, walls, columns and drawing wires. The conduits, fan hooks, opening for exhaust fans etc. shall be installed/made in coordination with the civil contractor during construction so that disturbances to ceilings and walls for laying conduits can be avoided or minimized. The surfaces where disturbances are made due to unavoidable reasons shall be restored to the original finish without any extra cost to the purchaser.

Wiring for all points shall be carried out using 2.5Sq.mm insulated stranded copper wire from DB to first light point/switch box. Wiring from switch/first light point to light/fan point shall be done using 1.5Sq.mm stranded insulated copper wire. 3 core 1.5 sq.mm flexible copper flexible cable shall be used for connecting the lighting fixture to the nearby ceiling rose. The third core of the cable shall be used for earthing. All the earth points of the light fitting, fans, plug sockets shall be earthed using 1.5Sq.mm PVC insulated copper wire. Junction box having necessary internal accessories shall be supplied and used wherever required. Power and lighting circuits shall be wired through separate conduits.

The erection shall include fixing of all required accessories including junction/inspection/mounting boxes, ceiling rose, conduits and accessories, chipping, grouting, re-plastering, bolting, clamping, laying of conductors, etc.


The erection shall also include supply of control switches, conduits, conduit couplers, PVC insulated and bare copper wires, flexible cables, control switches, plug tops, junction boxes, inspection boxes, accessories such as clamps, bolts, nuts, screws, washers, ceiling rose, wooden blocks, round blocks, sealing compounds, wall/ceiling plugs, mounting boxes for control switches/plugs/fan regulators, cable glands, cable lugs, threaded adapters, pipe sleeves, down rods/conduits, wall/ceiling insert plates, fan hooks, etc. as required.

The control switches, plug sockets shall be modular type and mounting boxes shall also be modular type suitable for surface mounting on the walls. The inspection boxes used for the conduit system shall be of MS with hylam as front cover. (Rigid PVC conduits of 20mmdia with 1.5mm wall thickness shall be used for wiring from DB to each circuits etc.

**LIGHT FITTINGS AND EQUIPMENT**


The supply scope shall include supply of lighting fixtures, ceiling fans, exhaust fans, etc. as specified below with all required accessories such as lamps, drives etc. Wiring for the light fittings is covered elsewhere in this document.

The old and unused light fittings, if any, shall be dismantled, removed and safely disposed as directed by EIC.

 <b>FACT</b>	<b>FACT CORPORATE MATERIALS - CONTRACTS</b>	CONTRACT/TENDER NO.
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### **SAFETY PRACTICES**

1. The contractor shall observe all statutory and legal requirements by Central and State Governments applying to the work as well as any local regulations applying to the site issued by FACT or any other authority.
2. Particular attention is drawn to the following:
  - a) In case of accident, FACT Safety Engineer/Engineer –in –Charge shall be informed in writing within 24 hours of occurrence of the accident. The Contractor shall strictly follow regulations laid by Factory Inspector and Government Authorities in this regard.
  - b) Fencing all Contractors plant, platforms, excavations
  - c) Compliance with all electricity regulations.
  - d) Compliance with statutory requirements for inspection and test of all lifting appliances and auxiliary lifting gear.
  - f) Operation of concrete mixer machine, vibrator, poclairn /JCB, Generator etc
3. Staircases, doors or gangways must not be obstructed in any way that will interfere with means of access or escape Work to be planned in such a way that there shall not be any Traffic obstruction and passage shall be suitably re-routed as per instructions from Engineer-in-charge.
4. The Contractor shall notify FACT of his intention to bring on site any equipment or container holding liquid or gaseous fuel or other substances which might create a hazard. The **FACT** will have the right to prohibit the use of such equipments or to prescribe the conditions under which such equipment may be used.
5. Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have the prior approval of **FACT** . In case approvals are required from Chief Inspector of Explosives or any statutory authorities; the Contractor shall be responsible for obtaining the same.
6. “Work Permit’ in the prescribed proforma shall be obtained from **FACT** Safety Engineer/Engineer-in-Charge before carrying out any work within the project premises in the following situations:
  - a) Any work involving open flames and sparks etc.
  - b) Entry into hazardous and potentially hazardous areas
7. Good house-keeping must be practiced by Contractor’s personnel at all times within the project area.
8. For the safe execution of certain works, personal protective Safety devices as stipulated by Safety Codes/Safety Engineer shall be provided and maintained by the Contractor.

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9. Any unsafe work practice/working conditions during execution of work shall be corrected immediately on bringing the same to the attention of Contractor by **FACT** safety Engineer.
10. Contractor shall strictly adhere to safe traffic practices within project area with respect to speed limit, parking of vehicles etc.
11. Electrical Safety Regulations
  - 11.1 In no circumstances will the Contractor interfere with fuses and electrical equipment's belonging to the **FACT** or other Contractor.
  - 11.2 Before the Contractor connects any electrical appliances to any plug or sockets belonging to the other Contractors or **FACT** he will
    - a) Satisfy **FACT** Engineer-in-Charge that the appliances in good working condition.
    - b) Inform the **FACT** Engineer-in-Charge of the maximum current rating, voltage and phase of the appliance.
    - c) Obtain permission from **FACT** Engineer-in-Charge for taking power connection from specified point.
  - 11.3 Permission for power connection will not be granted until **FACT**/Engineer-in-Charge is satisfied that the appliance is in good working condition and proper earthing connection provided.
  - 11.4 No electric cable in use by other Contractor/ **FACT** will be disturbed without prior permission. No weight of any description will be imposed on any such cable and no ladder or similar equipment will rest against or be attached to it.
  - 11.5 No work must be carried out on any live equipment. The equipment must be made safe and a "WORK PERMIT" issued by Engineer-in-Charge before any work is carried out.
  - 11.6 Contractor shall employ a full time Electrician to maintain the temporary electrical installation of the contractor.
  - 11.7 Contractor shall follow detailed Safety Procedure issued by **FACT** at the time of commencement of work and updated from time to time.
  - 12.0 Contractor shall have arrangements to transport his workmen in the event of an accident at work site.

**NAME & SIGNATURE OF CONTRACTOR**

**GST DECLARATION**

**Name of Work: Revamp of Electrical System at FEDO**

**Tender No. 08001/2020-2021/E22424 dated 10-11.2020.**

1. Goods and Service Tax (GST) @ applicable rate for the work, shall be paid extra on the quoted amount for bidders with valid GST registration
2. Bidders with valid GST registration number shall quote the number below. Inter-state suppliers shall mandatorily quote the registration number or else, the offer is liable to be rejected.

GSTIN .....

ARN ..... (if available)

3. Bidders without GST registration shall sign the following declaration (this is not applicable for inter-state bidders).

Strike off, if not applicable
-------------------------------

I/We, ..... hereby declare that  
 I/We are exempt from GST registration on account of the annual turnover being  
 less than Rs. 20 Lakhs.

Signature of the bidder with name and address

Place:  
Date:



**PROFORMA CONTRACT**  
**( RUPEES TWO HUNDRED NON - JUDICIAL STAMP  
PAPER )**  
**AGREEMENT**

W.O. No    dt.

BETWEEN

**THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED,  
UDYOGAMANDAL**

AND

.....  
 .....  
 .....

For

.....  
 .....

**THIS CONTRACT made and entered into this the day of ..... by and between THE FERTILISERS AND CHEMICALS, TRAVANCORE LIMITED, a Company registered in India with Registered Office at Eloor, Udyogamandal P.O., Kerala State, hereinafter referred to as ‘OWNER’ which expression shall unless repugnant to the context and meaning thereof include its legal successors and permitted assigns of the one part, and**

.....  
 .....

hereinafter referred to as ‘CONTRACTOR’ which expression shall unless repugnant to the context and meaning thereof include its legal successors and permitted assigns, of the other part.

WHEREAS contractor submitted in response to invitation by Owner, tender for providing materials, labours, construction equipment and other related services and supervision thereof for the work first above mentioned in the title of this document and WHEREAS OWNER conveyed to CONTRACTOR vide **Work Order No..... dt.....** OWNER’s intention to entrust the WORK to CONTRACTOR under certain terms and conditions and CONTRACTOR accepted the same for a total amount of ` .....-(` ..... **Only**).

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, it is hereby agreed between the parties hereto as follows:

WHEREAS the contractor has agreed, subject to the conditions and specifications contained in the documents under **Work Order No..... dt.....** (hereinafter referred to as the said conditions) to execute the works shown upon descriptions in the said specifications and set forth in the schedule of

items of works as the probable quantities and comply with the rate of progress as indicated in the statement **Work Order No. .... dt.....** for a sum of ` ..... ( ` .....Only).

or such other sum high or low as may be arrived at by final measurement at unit prices.

Now these presents witness and it is hereby mutually agreed as follows:

1. In consideration of the payment of the said sum of ` ..... ( ` ..... Only).or such other sum high or low as may be arrived at by final measurement at unit prices, the contractor will upon and subject to the said conditions execute and complete the works as shown upon the said conditions and descriptions in the specifications and to the extent of the probable quantities shown in schedule of items of works with such variations by way of alterations or additions to, or deductions from the said works and method of payment therefore in the said conditions.

2. Time shall be considered as the essence of this agreement and the contractor hereby agreed to commence the work as specified in the said conditions and agrees to complete the work within .....**Months** from the date of Work to proceed notice.

3. It is hereby mutually agreed that the **Work Order No.....dt.....** the General and Special terms and conditions and the schedule, the scope of work and annexures thereto shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively.

4. If the Contractor is not a Central Public Sector Enterprise/Central Government Department:  
If any dispute arises out of or relating to or in connection with this CONTRACT, between the CONTRACTOR and the OWNER/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute(s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The number of Arbitrator shall be one. The venue of the Arbitration shall be at Ernakulam and the proceedings shall be in ENGLISH.

If the CONTRACTOR is a Central Public Sector Enterprise or Central Government Department:  
In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract(s) between Central Public Enterprises (CPSEs)/Port Trusts interse and also between CPSEs and government departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute/ difference shall be taken up

by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)2013-DPE(GM)/FTS-1835 dated 22.05.2018.

Any legal proceedings relating to or in connection with this CONTRACT shall be limited to the exclusive jurisdiction of the High Court of Kerala

5. Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the officers of the OWNER/empowered by the owner in this behalf.

IN WITNESS WHEREOF the parties thereto have executed this agreement by their duly authorised representatives on the day and year first above written.

Signed by the Contractor :

In the presence of the witnesses:

1)

2)

**Senior Manager – (Materials) -C  
THE FERTILISERS AND CHEMICALS, TRAVANCORE  
LIMITED, UDYOGAMANDAL**

In the presence of witnesses:

1)

2)

**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT / PERFORMANCE BOND**

(Bank Guarantee in lieu of Security Deposit shall be obtained from a Nationalised/Scheduled Bank Registered in India, on Rs 500/- Stamp Paper in the following proforma).

The Fertilisers And Chemicals Travancore Limited,  
 FACT Fertiliser Plant, Udyogamandal Complex,  
 Udyogamandal - 683 501  
**Kochi, Kerala (St), India**

WHEREAS The **Fertilisers And Chemicals Travancore Limited, FACT Fertiliser Plants, Udyogamandal Complex , Udyogamandal - 683 501, Kochi, Kerala(St.), India**

(hereinafter called/referred to as the Company) has placed a Work Order No..... Dated ..... with M/s.....(hereinafter called the Contractor) for the work **Revamp of Electrical System at FEDO.**

and where as it is one of the conditions of the said Work Order that the Contractor shall either remit a Sum of `..... (Rupees .....only) or furnish a Bank Guarantee for `..... (Rupees ..... only) as Security Deposit for the due fulfillment of the said Work Order the said Contractor.

In Consideration of the Company having agreed to accept a Bank Guarantee from us towards such Security Deposit in lieu of the Cash Deposit in accordance with the Terms and Conditions of the above Work Order, we ..... the Bank (hereinafter referred to as the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company upto a maximum of `..... (Rupees .....only) being the amount of the Security Deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Work Order.

We, the said Bank, do hereby undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Contractor of any of the Terms and Conditions contained in the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We undertake to pay to the Company any money so demanded notwithstanding any disputes raised by the said Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under the said Contractor shall have no claim against us for making such payment.

We, ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till at the dues of the Company under or by Virtue of the said Contract have been full paid and its claim satisfied or discharged or till the Company certifies that the Terms and Conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.

We, ..... further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said Contract or Securities available to the Company and the said bank shall not be released from its liability under these presence by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the company to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said Contractor nor shall this guarantee be affected by any change in the constitution of the Company or the said Contractor by absorption with any other body or corporation, and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until ..... unless a claim or demand is made within six months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities there under. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding  ..... (Rupees..... only).

Any notice, by way of request, demand or otherwise hereunder may be sent by registered post to the BANK addressed as aforesaid any if sent by registered post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by registered post, it shall be sufficient to prove that the envelope containing the notice was sent by registered post and the certificates signed by an officer of the Company that the envelope was so posted, shall be conclusive.

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal, in Kerala State, where the registered office of this company is situated and no other court shall have jurisdiction in the matter.

We..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated this..... day of ..... Two thousand Twenty

For (Name of Bank)

Authorized Official

Name

Designation

Place

Full address of the Bank issuing this guarantee :

(SEAL OF BANK)