

**PRE QUALIFICATION CRITERIA**

**Tender No : 06082/2020-21/E21983**

**Name of Work : Fabrication, Erection & related civil works of 2 nos of hoardings at FACT Udyogamandal Township.**

**I PROJECT SYNOPSIS**

The scope of work pertains to Site Fabrication, Erection & related civil works of 2 Nos. of hoardings at FACT Udyogamandal Township., as per terms and conditions of this tender document.

**II PRE-QUALIFICATION CRITERIA**

- 1.0 Bidders must have successfully completed one work of Fabrication/Construction/ Erection of any structures, with a job value not less than Rs 12.45 lakhs during the last 7 years ending on enquiry date.

OR

Bidders must have successfully completed two works of Fabrication/Construction/ Erection of any structures, with each job value not less than Rs 7.8 lakhs during the last 7 years ending on enquiry date.

OR

Bidders must have successfully completed three works of Fabrication/Construction/ Erection of any structures, with each job value not less than Rs 6.2 lakhs inclusive of materials during the last 7 years ending on enquiry date.

The bidder shall furnish copy of **work orders** and copy of **respective work completion certificates** of jobs with final value in support of the above. (If contractor has executed work orders of FACT, Completion of work orders from FACT shall be verified internally)

- 2.0 Average Annual turnover during the last 3 financial years, ending 31.03.2019, should be at least 31 lakh. Bidders shall submit audited P&L Statements or Turnover Certificate issued by their Chartered Accountant in proof of the above.

Bidders should have an annual turnover of minimum 5 Lakh in each of the last 3 financial years ending 31 .03 .2019.

In connection with the above PQ criteria tenderer has to submit the following in English language.



- i. Copy of Balance sheet for the last three years ending 31.03.2019, as documentary evidence of adequate financial standing.
  - ii. Copy of audited financial reports (in full set)/Profit-Loss statement for the last three financial years ending 31.03.2019.
- 3.0 **Solvency certificate** from a nationalized / Scheduled bank dated not earlier than 3 months from date of e publishing of tender indicating amount to which the bidder is solvent to a minimum value of **Rs 7.8 lakh** to prove the financial capability to carry out the work tendered for.

Note:-

- i. FACT reserves the right to have the financial and other data/credentials claimed by the bidder verified independently, if necessary by a third party. FACT also reserves the right to ask for any other documents in case considered essential in support of any of the PQ criteria or on the document submitted. If the data/credentials furnished are found to be incorrect, FACT further reserve the right to reject the particular tender. FACT also reserves the right to reject any tender submitted by a party if it comes to know suo moto of any adverse reports on the certified claim submitted by the tenderer.
- ii. The technical bids of the bidders not meeting the pre-qualification criteria will not be processed further and will stand rejected.
- iii. Prequalification criteria specified above shall also be applicable for Micro & Small Enterprises and Startups without any relaxation.

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# **FACT**

## **INSTRUCTIONS TO BIDDERS(e-Tender) -Single Stage 2 Bid System in 2 Cover**

### **1. SUBMISSION OF TENDER**

i. Details of Tender are available at e-procurement platform <https://eprocure.gov.in>. Bidders shall study carefully the complete tender documents viz. NIT, Tender Documents (schedule of work), Price Bid format (BOQ), General Terms and conditions of contract, safety rules, Instructions to Bidders, Pre-Qualification Criteria, Special Terms & Conditions of the Tender, Drawings and specifications etc.

ii. Offers against this NIT shall be submitted online on e-Tendering portal <https://e-procure.gov.in>, with valid digital signature certificate. Offers submitted other than on-line mode shall not be accepted.

**Time extensions, Corrigendums, Addendums etc if any, will be hosted in the CPP e-procure website only and will not be published in newspapers. The bidders are requested to visit the website regularly for corrigendums, addendums, time extensions etc. if any.**

iii. 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 (Class II or Class III) 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.

iv. The documents which necessarily have to be submitted in originals, such as EMD documents, Solvency documents etc., as applicable, scanned copies of such documents shall be uploaded along with the offer submitted online. However originals of scanned copy uploaded should reach office of the SM(Mat)-C, Materials Dept, FACT PIN-683501, Kerala on or before the due date and time of opening of the un-priced tender (Cover-1 of e-tender), the envelop superscribed with the tender number, name of work and address of the vendor. In case the originals are not received, matter will be considered as a serious lapse, which can result in debarring the bidder from participating in future tenders. The tenderer shall furnish any tender documents hard copy "in original" to FEW for reference, if requested to do so.

v. Validity: Tenders shall be valid for the acceptance of FACT for a minimum period of SIX MONTHS from the date of opening of the un-priced tender (Cover-1), during which period Tenderer shall not revoke or cancel his tender or vary the prices or any terms and conditions of his tender already submitted.

vi. Bid shall be submitted online in 2 covers as per NIT

**Cover 1 shall contain the following documents Original/Copy, scanned and digitally signed in all documents,**

a) Notice Inviting Tender

b) Details of EMD and tender fee as applicable/ Claim for exemption with testimonials.

(Upload scanned copy of instrument like DD/BC/BG in JPG format)

c) Scanned copies of supporting documents against Pre-Qualification Criteria, like copy of work orders with schedule of Quantities, work completion certificates etc.

d) Proforma Contract including condition of tenders, Schedule- A to Schedule Q, Attachments II-A to II-K, Technical conditions of the contract, Special requirements of the project, Articles, Engineering



Specification, Checklist ,Compliance/deviation statement &Un-priced BOQ ( In un-priced BOQ, rates shall not be quoted. Only GST % shall be quoted). All documents shall be digitally signed on all pages.

e) Copies of GST Registration certificate, GSTIN number, PAN Card, Recent Bankers' Certificate with Cash Credit and Bank Guarantee Limit, Required Solvency Certificate, Audited Balance sheet for the last three years including Profit & Loss account, Schedules, Notes on account, Auditors report, Directors report etc.

f) Compliance Statement/Deviation statement with respect to Technical aspects, General Terms and conditions, Special conditions, Safety Rules etc.

**Hard Copy of the original EMD and Solvency documents shall be submitted to SM(Mat)-C, PD Administration Building, Eloor, Udyogamandal, Ernakulam-683501 in a cover super scribed with tender number and name of work, so as to reach preferably before the due date & time of opening the Technical Bid.**

**Cover II - Only BOQ shall be uploaded in this cover**

a) Price Bid i.e. BOQ attached to the e-tender shall be uploaded after filling all relevant information such as, name of the bidder, basic price and Service taxes in relevant fields.

b) GST details shall be quoted separately in the column provided in BOQ

c) The Priced BOQ shall be uploaded strictly in the format (Excel) attached, failing which the offer is liable to be rejected. Renaming or changing the format of BOQ sheet will not be accepted by the System.

d) Bidders shall quote prices in the BOQ only. Prices indicated elsewhere shall not be considered.

f) **Priced BOQ** shall be uploaded only in Part-II

**Note: Bidder is requested not to send/submit any hard copy of price bid.**

vii. Bidders are advised to submit quotation based on the terms and conditions and other schedules contained in this tender document and not stipulate any deviations.

viii. Any exception/deviations which the bidder may propose shall accompany the quotation. FEW/FACT reserve the right to evaluate quotations containing deviations after taking into account impact of such variations in quoted price. All attachments to these tender documents as applicable will become part of any resulting contract.

ix. Tender submitted shall be only online. Tenders submitted in a manner different from the above are likely to be rejected.

x. Bidders are advised to complete all uploading formalities related to tenders well in advance. FEW/FACT shall not be responsible for non-submission / uploading due to technical reasons, like non availability of website in the closing minutes of the tender end date & time.

xi. In Tender document published by FEW/FACT, none of the pages shall be deleted or altered by the bidder and the whole set of Tender Document as published must be submitted duly filled in and digitally signed by the Tenderer. Failure to comply with this requirement may result in summary rejection of the tender. The Tenderer shall digitally sign all pages of the Tender.

xii. Completeness of Scope of Work: Tenders shall be for the complete scope of work as described in the Tender Document, without any exclusion. Only those tenders who meet this requirement will be considered for award of the contract.



- xiii. The Tenderer is responsible for properly estimating the difficulty and cost of the work. The Tenderer may request and obtain from all concerned sources / authorities the clarification of items that require additional definition prior to submitting the proposal. Questions on clarifications required from FEW/FACT shall be submitted thru e-mail.
- xiv. 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, infra structural 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.
- xv. The tenderer shall bear all costs associated with the preparation and submission of his tender and further clarifications as needed including participation in discussions at FEW/FACT, and FEW/FACT shall in no case be responsible or liable for such costs regardless of the outcome of the tender evaluation.
- xvi. Amendments to the tender documents, if any to be uploaded in to <https://e-procure.gov.in> only , prior to the date of submission of tenders for the purpose of clarification and/ or reflecting modifications in the requirements in the tender, which shall be complied with by the tenderer.
- xvii. Unit prices shall be quoted for all items (In Indian rupees only), except for items where lump-sum rates are specifically sought. In case of tender for sale or disposing of material by company, highest price will be considered.
- xviii. FEW/FACT shall proceed with evaluation of the Pre-qualification / or Technical & Commercial documents based on documents as received with each tender and shall not be obliged to call for any missing documents. Tenderers are requested, in their own interest, to ensure that their tenders are complete in all respects containing all requested documents and those who do not comply with this requirement would be doing so at their risk. Also, closely verify the checklist for the uploaded documents and confirm whether all requested documents are uploaded.
- xix. Bid/Tender documents are not transferable.
- xx. FEW/FACT reserves the right to extend the closing date of the bid without giving any reasons. Such extension will be published in e-procure website <https://e-procure.gov.in> only and will not be published in newspapers.
- xxi. Information if any given is found to be untrue, FEW/FACT reserves right to terminate the contract without any notice or assigning any reason thereof.
- xxii. Any intimation to contractors will normally be sent by e-mail / Registered Post/Courier/Under Certificate of Posting at their address given in his bid. FEW/FACT will not be responsible for delay in delivery or non-receipt of intimation due to any reason.
- xxiii. The quotations must be submitted in English Language and the units of measurement will be in metric system.

## **2. PURCHASE PREFERENCE:**

This tender shall be based on MSME order dtd. 23rd March 2012, and as amended from time to time, pertaining to public procurement policy in respect of procurement of goods & services, produced and provided by micro and small enterprises, including special benefit of MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. 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.

In divisible tenders, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25 % (or as applicable) of the total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). Special provisions extended to certain categories of MSEs as per the order shall also be applicable.

In case of non-divisible tenders, an MSE quoting in the price band of L1+15% may be awarded full/complete work of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L1 by the MSE concerned.

**This tender is non-divisible.**

### **3. EARNEST MONEY DEPOSIT:**

EMD may be remitted through NEFT/ RTGS to the account as given below. The details of the remittance of EMD such as UTR No./ DD Nos applicable shall be uploaded along with the tender document. If payment of EMD is made by DD/ Cash payment at Finance dept./NEFT, ORIGINAL hardcopy document shall be submitted at the office of SM(Mat)-C, Materials Dept, FACT before the due date and time of opening of TECHNICAL BID. The document in original may be sent to the office of SM(Mat)-C, PD Administration Building, Eloor, Udyogamandal, Ernakulam district, Kerala super scribing the tender number, name of the work and name of the bidder on the envelope containing the document.

ii 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 Part-A of 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.

iii **Bids without EMD and tender fee shall be rejected. EMD and tender fee shall be exempted for Govt. Depts. / firms / public sector units / MSME units / firms registered under NSIC / Khadi Board etc. as per applicable govt. directions, on submission of valid documents.**

iv No interest shall be paid on the EMD.

v If the bidder retracts from or without request of FEW/FACT, revises his bid within the validity period of the bid, the EMD shall be liable to be forfeited without prejudice to FEW/FACT 's other rights to claim damages.

vi In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be cancelled and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor.



vii On the successful tenderer entering into an agreement and providing the Performance Bond/Security deposit, the EMD will be released. EMD of unsuccessful bidders will be returned after acceptance of a tender is finally settled.

#### **4. VALIDITY:**

**The bid shall be valid for a period of Six months or for any higher period as prescribed in the tender notice** / documents from the date of opening of bids during which period tenderer shall not revoke or cancel his tender or vary the prices or any terms and conditions of his tender already submitted and in such cases, the tender / bid submitted is liable to be disqualified and the EMD furnished is liable to be forfeited.

#### **5. PRICING**

- i. The quotations must conform in all respects with the enclosed specifications, drawings, data sheets, terms & conditions and other schedules enclosed herein.
- ii. The unit rate quoted will form the basis of compensation even if the scope of work is altered or vary within the stipulated completion period.
- iii. Bidders are requested to quote firm prices / rates valid through the completion period and no escalation in prices / rates whatsoever will be permitted. In case Bidder modifies his rates / prices before placement of order, his offer is likely to be disqualified & EMD forfeited.

#### **6. EVALUATION OF QUOTATIONS**

- i. The following conditions shall be considered in the evaluation of quotations:
  - a. Agreement with terms and conditions and schedules of Tender document
  - b. Price
  - c. Delivery / Completion period
  - d. Experience with the same or similar works for the intended services
  - e. Bidder's resources (Finance, man-power, plants & equipments) under possession for satisfactory execution of WORK
- ii. Evaluation of price bids(BoQ) bids and determination of lowest bidder (L1) shall be worked out by multiplying the rate per unit of each item quoted by the bidder with the respective quantity given as per the schedule of work given in the price bid (BoQ) format and computing the combined total value of all items of work.
- iii. Bidders are expected not to take any deviations from the payment terms indicated in the tender documents. FEW/FACT shall make appropriate loadings for deviations if any ,while evaluating the bids.
- iv. Bids from bidders against whom any criminal case, enquiry or investigation / report by authorities like Vigilance, CBI etc., are pending in relation with FEW/FACT or bidders who are defaulting contractors of FEW/FACT shall be disqualified and rejected.
- v. FEW/FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FEW/FACT regarding the same shall be final and conclusive. The work may be split up if considered expedient.
- vi. In case more than one bidder become the L1 based on the evaluation as above, such L1 bidders alone shall be given an opportunity to submit revised lower price bids, if any, in sealed cover on or before the due date and time to be specified in the request. Instructions stipulated with regard to submission, opening and evaluation of price bids shall be applicable for such revised price bids. However, while submitting the revised price bid, such bidders shall not increase any of the rates quoted by them in their original price bid. In case more than one bidder continue to be L1 despite submitting the revised lower price bid as above, FACT reserves the right to



accept the bid submitted by the bidder among those L1 bidders, having the highest capability in terms of volume of work during the period specified under PQ criteria. FEW/FACT reserves the right to reject any or all tenders without assigning any reason whatsoever. FEW/FACT also reserves the right to negotiate with the lowest bidder.

vii. **Company shall at its own discretion to delete any one or more item of works from the tender at any time without assigning any reason whatsoever.**

## **7. BID OPENING**

i) Part-I, Technical bids of all bidders who submit their Bids as per the instructions by the due date and time as above and which are in conformity with the Enquiry instructions shall be opened online, on the specified bid opening date & time.

ii) Part-II - Price bids of bidders whose Part-I bids are found acceptable based on pre-qualification and techno-commercial evaluation only will be opened on a subsequent date. The Price bid opening date/time will be intimated to the bidders concerned.

## **8. CLARIFICATIONS**

In case any clarifications are required, the bidder shall contact **Contracts department thru e-mail**. Email id's are jayakumarp@factltd.com, anand.s@factltd.com. FACT shall give such clarifications by e-mail. All clarifications provided shall be binding on bidder. No claim shall be entertained subsequently on the grounds of insufficient knowledge at the time of submission of tender. All clarifications/ correspondences with respect to this tender enquiry must be made to: SM(Mat)-C. Contact Number-: 0484 2568123/2568674

**9. AUTHORISED REPRESENTATIVE OF TENDERER:** The quotation must contain the name, address, place of business of person or persons making the tender and shall be signed by tenderer with his digital signature. Partnership firms shall furnish online the full name of all the partners. It should be signed in the partnership's name by all the partners or by duly authorized representative followed by the name and designation of the person signing. A copy of constitution of the firm with names of all partners shall be furnished. Online Quotation by a Corporation shall be signed by an authorized representative and a Power of Attorney in that behalf shall accompany the quotation.

**10. AWARD OF CONTRACT:** Contract will be awarded by FEW/FACT to the tenderer whose tender has been determined to be in agreement with terms and conditions and schedules of Tender document and who has offered the lowest evaluated price provided that the Tenderer so selected for award has the capacity and resources to carry out the contract as judged by FEW/FACT. Notwithstanding the above, FEW/FACT reserves the exclusive right to accept or reject any or all tenders without any obligation or liability whatsoever to any of the tenderer.

**11. ACCEPTANCE OF TENDER AND ISSUE OF LOI/WORK ORDER:** The acceptance of the bid will be intimated to the successful bidder, who will be called CONTRACTOR thereafter, through a Letter Of Intent (LOI) or a Work Order. If an LOI is issued first, this will be followed by a Work Order. The duplicate Copy of the Work Order will have to be returned to FEW duly signed on all pages as token of acceptance of the Work Order. Within 15 Days from the receipt of LOI/Work Order whichever is issued first, the CONTRACTOR will have to remit the required Security Deposit for the Work. Also as prescribed in the LOI / Work Order / tender documents, the contractor will have to execute an agreement in stamp paper of the required value as per the proforma prescribed by FEW for the satisfactory performance of the contract.

In case the CONTRACTOR fails to accept the Work Order or fails to deposit the prescribed Security Deposit or



fails to execute the Agreement or fails to commence the execution of the work within the time specified in the LOI / Work Order / Work to Proceed Notice, the LOI / Work Order issued will be cancelled and the EMD already deposited by the Contractor shall be forfeited without any further reference to the Contractor and alternative arrangements shall be made at the risk and cost of the Contractor. The contractor who's EMD is forfeited is liable for de-listing from FEW/FACT and also shall not be eligible to participate in the other tenders invited by the company at the sole discretion of FEW/FACT. Incomplete and late quotations are liable to be rejected.

**12. CHANGE IN CONSTITUTION :** Any Change in constitution of Contractor's firm must be done only with prior information to FEW/FACT.

**13. SECURITY DEPOSIT:** The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to Ten percent (10%) of the contract value as per the mode prescribed in the Tender Documents / Work Order (However if the amount exceeds Rs. 10,000/- Bank guarantee from a Nationalized/Scheduled Bank is also accepted as SD).

**14. FRAUD PREVENTION POLICY:** Bidders shall comply with Fraud Prevention Policy of FACT2012 (FPPF 2012). The said Policy is available in FACT Website [www.fact.co.in](http://www.fact.co.in)

**15. WAGES TO CONTRACTOR WORKERS:** 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 5<sup>th</sup> of every month. A copy of the same proof of bank remittance is also to be attached along with the bills to Finance Department.

**16. FACT GATE ENTRY PASS:** Entry pass to the contract workers will be issued by CISF. For 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 Aadhaar
- e. Two copies of passport size photographs
- f. Duly filled application for ESI and PF enrolment (for new members)

**NOTE:** Whenever any portion of the “Special Requirements of Project” or “Notice Inviting Tender” (NIT) is repugnant to or at variance with any provision of this document “Instructions to Bidders”, the respective provisions of “Special Requirements of Project” or “Notice Inviting Tender” (NIT) shall prevail. Similarly whenever any portion of the “General Conditions of Contract” is repugnant to or at variance with any provision of this document “Instructions to Bidders”, the respective provisions of “Instructions to Bidders” shall prevail.

SM(Mat)-C  
Materials Dept.  
FACT-Udyogamandal



**ANNEXURE III****Name of work : Fabrication, erection and related civil works of 2 nos. Hoardings at FACT Udyogamandal Township**

This document forms part of the contract and is to be read in conjunction with the other conditions of contract attached. Wherever the provisions under SPECIAL REQUIREMENTS OF THE PROJECT are in conflict with any of the provisions under any other contract conditions, provisions in the SPECIAL REQUIREMENTS OF THE PROJECT shall prevail.

All the works covered in this tender shall be carried out as per specifications, applicable drawings, codes and standards given in the tender and as per the QAP for supply of materials and site work & instructions of Engineer-In-Charge. The scope of work covered by this tender shall be in general as below, without being limited to the same.

List of Documents Attached:

1. Drawing No: 32676-12-DG-00001
2. Drawing No: 32676-12-DG-00002
3. Proposed location Plan of hoardings
4. Hoarding Specifications

**SITE LOCATION**

The erection of 2 nos of hoardings is to be carried out at FACT –Udyogamandal Township as detailed in Schedule of work. Erection of hoardings shall be done at location 1 & 3 specified in proposed location plan for hoardings. The prefabrication work can be carried out in FEW premises using the facilities available in FEW, if the contractor needs to do so. Prior to bidding, the contractor shall visit and acquaint himself with the work site/ working conditions to make himself aware of the nature of work / constraints coming under this contract.

After bid submission, deviation on quoting will not be considered and hence the contractor shall visit the sites and read the tender documents before submission of the bids.

**1.0 SCOPE OF WORK**

- 1.1 The scope of the work pertains to the fabrication, civil works for foundation, erection and related works of 2 nos of Hoardings as per the attached drawings, location plan and attached tender documents. The works covered in the tender shall be carried out as per the specifications, drawings, codes and standards given in the tender. However, angle of inclination of display boards indicated in drawings of hoardings shall not be considered as final. Contractor shall visit the site and angle of inclination of the display boards of the hoardings shall be adjusted, if required, to ensure the visibility of the board from the road approach on both sides before commencing fabrication. All the additional expenses associated with fabrication and erection of hoardings due to change in angle of inclination of display boards shall be under the scope of contractor.
- 1.2 Transportation of all free issue materials from FEW stores/CD stores to FEW Shops/ contractor's works shall be in the scope of the contractor. Transportation of prefabricated items to erection sites in UC Township shall also be under contractor's scope.
- 1.3 Crane along with operator for loading of free issue materials at FEW, Palluruthy / FACT CD, unloading of free issue materials at FEW, Palluruthy and loading of prefabricated items at FEW, Palluruthy shall be provided free of charge by FACT, subject to availability.



However contractor shall arrange required labour assistance for loading of free issue materials and pre-fabricated items.

- 1.4 The unloading of free issue materials /prefabricated items at any works/sites other than the FEW Palluruthy shall be under the contractor's scope.
- 1.5 Cutting of plates to the required size as per the cutting diagram, edge preparation, rolling, fit up & welding, setting, aligning of steel column on bottom plate (by suitable method), full welding of steel column courses including column to bottom plate and cap plate. The rolling machine at FEW shall be given free of cost for rolling plates but contractor shall arrange an operator for operating the rolling machine at FEW shop. Manpower required for lifting/rigging work while rolling the plates/structural items shall also be arranged by contractor.

If the work mentioned above is carried out at any sites other than FEW Palluruthy, all equipment including rolling machine and man power shall be under the contractor's scope.

- 1.6 The structural members shall be cut to the required length, rolled & formed to required shape. Fit up & Welding of structural members shall be done as per the drawing (No: 32676-12-DG-00001).
- 1.7 All welds shall be ground to sound metal as per drawing/specification and the instructions of engineer in charge.
- 1.8 Carrying out tests if required as per codes, standards, drawings and specifications
- 1.9 Two coats of alkyd high build zinc chromate primer @ 20 $\mu$  DFT followed by 2 coats of epoxy resin-based enamel finish paint @ 25 $\mu$  DFT each shall be applied on external surfaces of the hoardings after wire brush cleaning of all external surfaces. Entire painting shall be under the contractor's scope. Contractor shall arrange necessary accessories and equipment required for the painting of hoardings.
- 1.10. Excavation work, cutting & removal of vegetation, landscaping etc for hoardings shall be under contractor's scope.
- 1.11 Supply of all materials, equipment and all necessary arrangements for providing RCC Foundation for erection of the hoardings as per the drawings attached (Drg No: 32676-12-DG-00002) shall be contractor's scope
- 1.12 Inspection will be carried out by FEW /FACT UC engineer/Engineer-In-charge.
- 1.13 Providing labour assistance as required for any unanticipated work but necessary for completion of the work.
- 1.14 After completion of all work, the work site shall be cleaned properly as instructed by the Engineer-In-charge, all the balance/scrap materials issued from FACT shall be returned to FEW Palluruthy and a detailed material reconciliation report shall be submitted to FEW planning departments. The contractor can submit final bill only after getting the approval of material reconciliation from FEW.
- 1.15 Supports required for mounting the flood lights (16 nos- 2 x 8 nos in each display board in hoarding) on top of each hoarding shall be provided by Contractor. Details of the supports, spacing between supports, details of flood light etc... shall be provided to the Contractor.



1.16 Electrical/instrumentation works are excluded from the scope of this contractor.

## **2.0 TIME SCHEDULE**

- 2.1 Fabrication & Erection of 2 nos of hoardings and related civil works, including collection of free issue materials from FEW Stores Palluruthy, transportation & unloading at site, marking, cutting, rolling of plates, welding, fabrication, foundation and other civil works and erection shall be completed within a period of 45 days from the date of work to proceed notice.
- 2.2 The time schedule for completion and delivery shall be as agreed in the delivery schedule. This schedule shall be strictly adhered to.
- 2.3 Separate notice for stoppage of work will be issued, for interim jobs done by FEW or other contractors. The time for interim jobs will be excluded from the time completion of this job.
- 2.4 The work needs to be arranged simultaneously on several work fronts in order to meet the completion schedule. Prior to the commencement of work, the contractor shall discuss with FEW on the sequence of activities and prepare a detailed work schedule. Work schedule shall be submitted to FEW and contractor shall execute the job accordingly as detailed in work schedule for timely completion of the job.
- 2.5 FEW reserve the right to offload/terminate the contract if the work is not satisfactory both in terms of quality and quantity, at any stage. FEW reserve the right to make alternate arrangements at the sole risk and cost of the contractor in case of such failure on the part of the contractor for getting the work done.

## **3.0 SCOPE OF SUPPLY BY CONTRACTOR**

Except free issue materials (ie, Plates- 6 mm thk, 8mm thk, 10mm thk, 12 mm thk, and 32mm thk), Contractor shall arrange all materials and consumables required for fabrication & erection of hoardings, construction of foundation for hoardings etc.

Contractor shall procure items as per specifications indicated in Drawing (No:32676-12-DG-00001, No:32676-12-DG-00002) and MTC of the all items procured shall be submitted to FEW.

Make for Rectangular Hollow sections shall be from reputed manufactures like SAIL, TATA etc.

### **3.1 Equipment**

1. For all activities related to this contract, at FEW Palluruthy premises, EOT cranes and yard crane at FEW shop/fabrication yard shall be provided free of charge, subject to availability. However, contractor shall arrange required labour assistance for loading and unloading of free issue items, pre-fabricated items etc.. at FEW Palluruthy. All the necessary lifting & rigging tools and tackles required for fabrication shall be arranged by the contractor. All the lifting tools and rigging tools used by the contractor must have valid certificate and the same shall be submitted to FEW inspection departments for review/approval.



2. Rolling machine required for any work to be done at FEW will be made available free of charges in FEW shop. Contractor shall arrange an operator for operating the rolling machine at FEW shop. Required labour assistance for lifting/rigging work while rolling the plates/structurals shall also be arranged by contractor. If the work is carried out at any sites other than FEW Palluruthy, all equipment including rolling machine and man power shall be under the contractor's scope.
3. Crane facilities required for the fabrication, erection works and loading & unloading free issue materials/prefabricated items including labour assistance for lifting/rigging work at any site other than FEW, Palluruthy(except crane facilities required at FACT-CD for loading of free issue items) shall be Contractor's scope.

**3.2 Facilities**

1. Electric power at nominal supply voltage of 415V in 3 phase 50c/s, and water for construction activities will be provided free of cost at one point. Contractor shall make his own arrangements to lay distribution lines including panel board with ELCB, water hoses etc. as per requirements in a manner approved by Engineer in charge.
2. Space for site shed will be provided near the work site free of charge. However, the contractor shall arrange required covered space at his own cost.

**4.0 PAYMENT TERMS**

All payments shall be made on pro rata basis for the actual quantity of the work done as certified by the Engineer-in-charge. Only 95% of each part will be released. Balance 5% will be paid along with the final bill.

Only one running bill will be allowed per month.

**5.0 WARRANTIES AND MAINTENANCE PERIOD**

In the event of any defect being noticed in the quality or workmanship of WORK or any part thereof or any material provided and used by CONTRACTOR in WORK for erection & commissioning, within a period of twelve (12) months from the date of completion of all work and acceptance by FACT, the CONTRACTOR shall, at his own cost, make good the affected WORK promptly. The security deposit shall be retained till the end of this period.

**6.0 QUANTITIES**

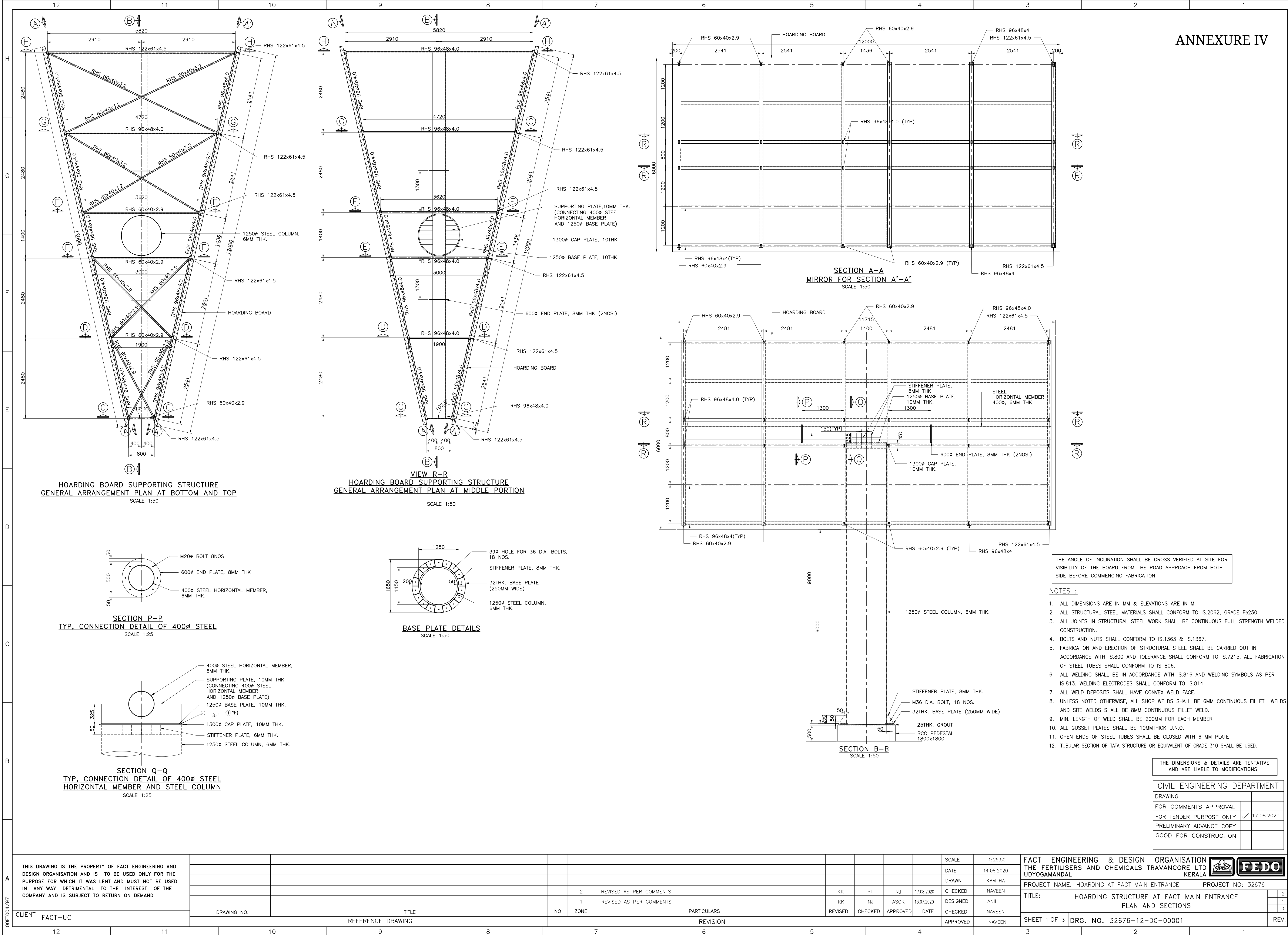
The quantities indicated in schedule of work are approximate only. The payment made will be only against the actual requirement/work done and as certified by the Engineer-in charge.

**7.0 BANK GUARANTEE**

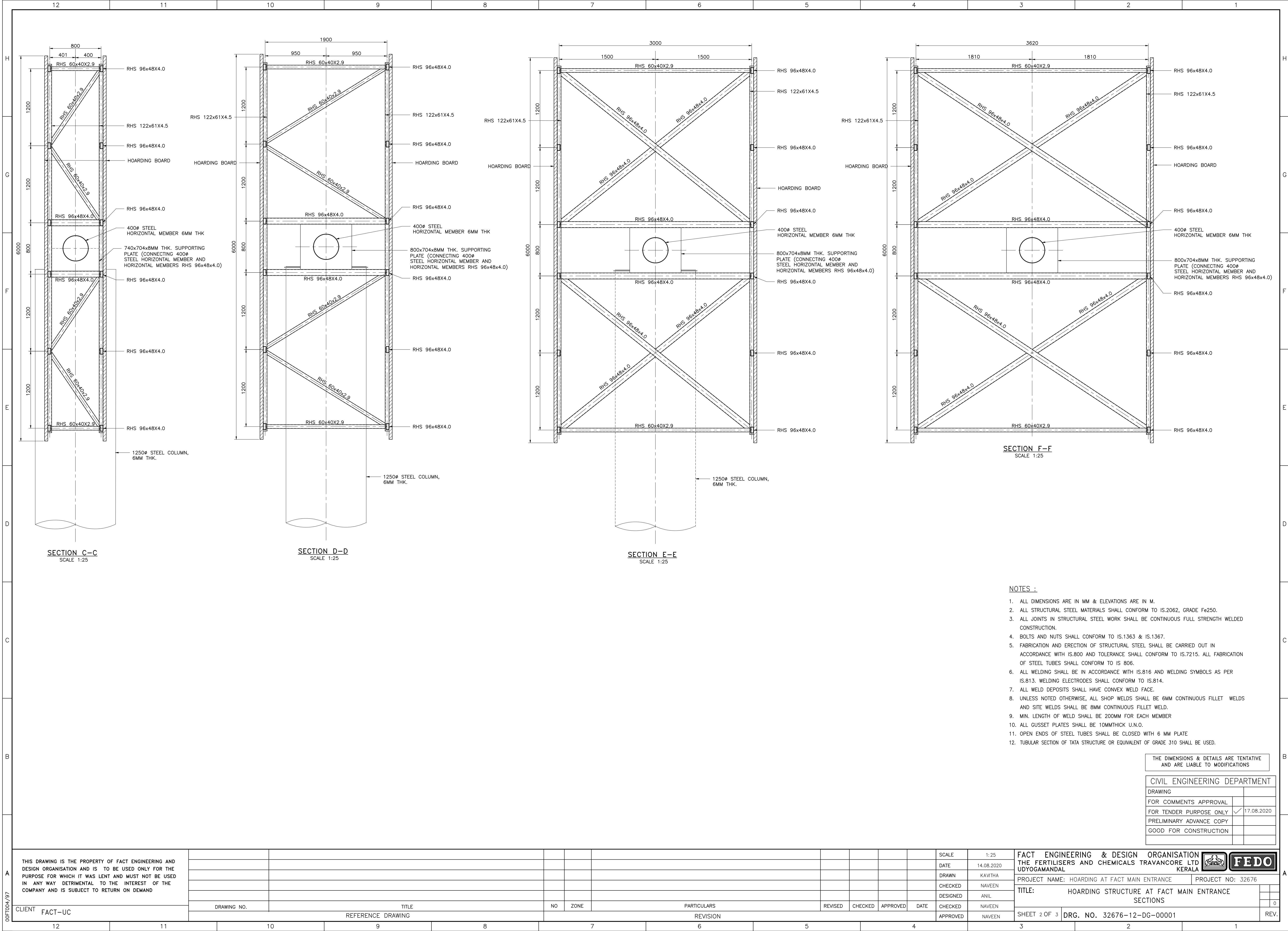
If contractor decides to prefabricate item for hoardings at any place other than FEW, Palluruthy Contractor has to submit a Bank Guarantee (BG) of amount Rs. 4lakhs equivalent to material cost of free supply of material by FACT.



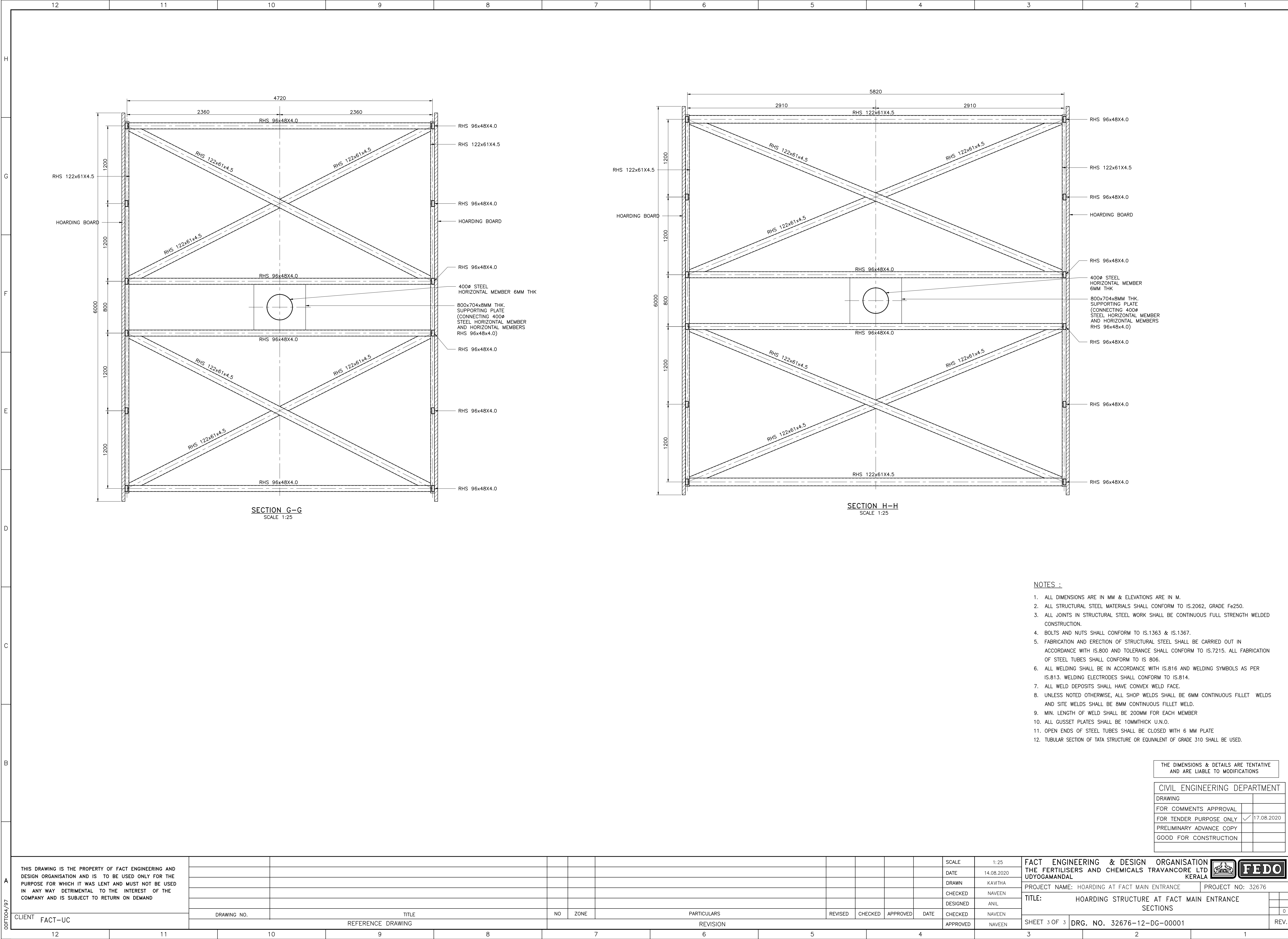
## ANNEXURE IV











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A

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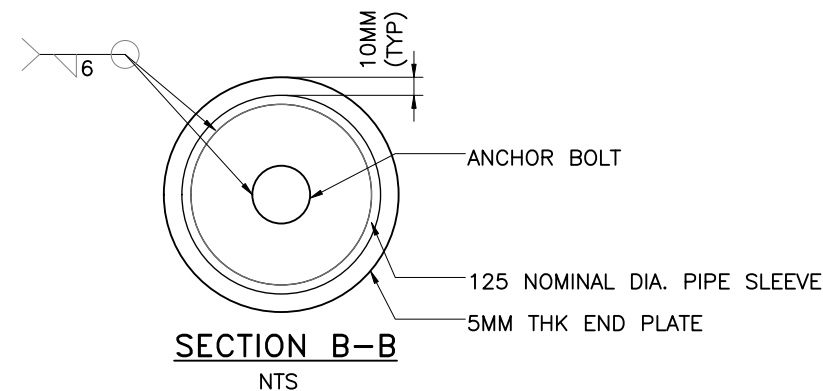
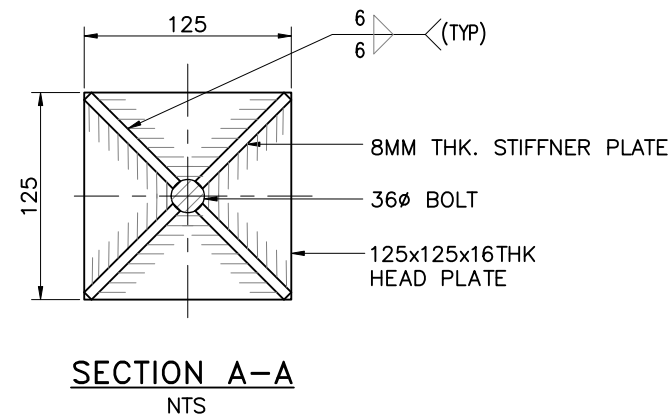
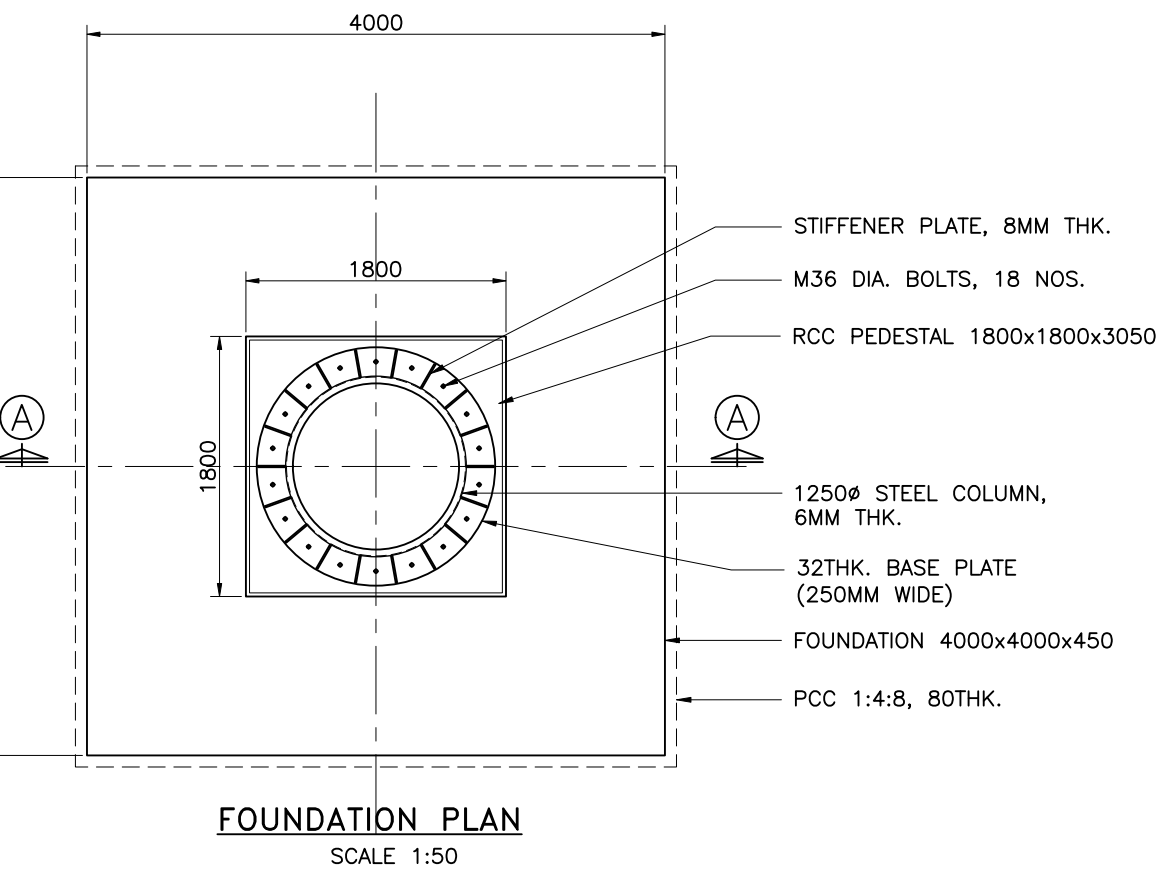
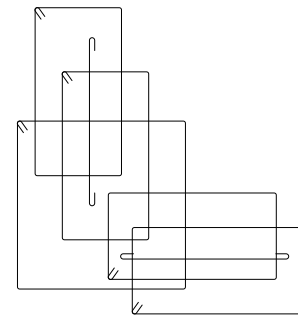
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- NOTES :**
1. ALL DIMENSIONS ARE IN MM & ELEVATIONS ARE IN M.
  2. ALL RCC WORKS SHALL BE OF GRADE M25.
  3. Y CORRESPONDS TO HIGH STRENGTH DEFORMED BARS OF GRADE Fe 500D CONFORMING TO IS 1786.
  4. CLEAR COVER TO MAIN REINFORCEMENT IN CONCRETE AS FOLLOWS:  
     PEDESTAL – 50MM  
     FOOTING – 75MM
  5. DEVELOPMENT LENGTH/LAP LENGTH OF REINFORCEMENT SHALL BE 40 TIMES BAR DIAMETER.
  6. SHRINKCOMP 10 / CONBEXTRA GPI (NON-SHRINK GROUT TYPE) SHALL BE USED FOR GROUTING.

THE DIMENSIONS & DETAILS ARE TENTATIVE  
AND ARE LIABLE TO MODIFICATIONS

CIVIL ENGINEERING DEPARTMENT		
DRAWING		
FOR COMMENTS APPROVAL		
FOR TENDER PURPOSE ONLY	✓	17.08.2020
PRELIMINARY ADVANCE COPY		
GOOD FOR CONSTRUCTION		

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PURPOSE FOR WHICH IT WAS LENT AND MUST NOT BE USED  
IN ANY WAY DETERIMENTAL TO THE INTEREST OF THE  
COMPANY AND IS SUBJECT TO RETURN ON DEMAND

A	THIS DRAWING IS THE PROPERTY OF FACT ENGINEERING AND DESIGN ORGANISATION AND IS TO BE USED ONLY FOR THE PURPOSE FOR WHICH IT WAS LENT AND MUST NOT BE USED IN ANY WAY DETERIMENTAL TO THE INTEREST OF THE COMPANY AND IS SUBJECT TO RETURN ON DEMAND									SCALE	1:10,50	FACT ENGINEERING & DESIGN ORGANISATION THE FERTILISERS & CHEMICALS TRAVANCORE LTD UDYOGAMANDAL KERALA  	A							
											DATE			18.06.2020						
											DRAWN			KAVITHA						
			2		REVISED AS PER COMMENTS	KK	PT	NJ	17.08.2020	CHECKED	NAVEEN	PROJECT NAME: HOARDING AT FACT MAIN ENTRANCE		PROJECT NO: 32676						
			1		REVISED AS PER COMMENTS	KK	NJ	ASOK	13.07.2020	DESIGNED	ANIL	TITLE: HOARDING STRUCTURE AT FACT MAIN ENTRANCE FOUNDATION DETAILS								
		DRAWING NO.	TITLE		NO	ZONE	PARTICULARS			REV.D.	CHKD.			APPRD.	DATE	CHECKED	NAVEEN		2	
																	1			
CLIENT FACT-UC		REFERENCE DRAWING			REVISION							APPROVED	NAVEEN	SHEET 1 OF 1		DRG. No. 32676-12-DG-00002	REV.			






- Proposed location of hoardings :
- ① - At road side facing vehicles from Cheranallur junction
  - ② - Inside Welcome Gate at left side of check-post and facing the signal junction
  - ③ - At road side towards the right of UC Township Gate (leading to FACT House) and facing vehicles from Kalamassery junction
  - ④ - Near Welcome Gate alongside the existing compound wall at the right side of check-post and facing the signal junction



**THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED****Annexure V****GENERAL CONDITIONS OF CONTRACT****CONTENTS**

- 1. CONTRACTOR TO INFORM HIMSELF**
- 2. RATES**
- 3. ISSUE OF MATERIALS BY COMPANY (FACT)**
- 4. EARNEST MONEY DEPOSIT. SECURITY DEPOSIT AND MAINTENANCE PERIOD**
- 5. TIME OF COMPLETION AND LIQUIDATED DAMAGES**
- 6. PAYMENTS:**
- 7. GST:**
- 8. EXTRA ITEMS:**
- 9. SAFETY AND SECURITY:**
- 10. TERMS OF ENGAGING LABOUR:**
- 11. TECHNICAL SUPERVISOR:**
- 12. DISPUTES:**
- 13. EMERGENCY:**
- 14. DAMAGES:**
- 15. TEST EQUIPMENTS**
- 16. ENVIRONMENT MANAGEMENT**
- 17. AGREEMENT**
- 18. SUB LETTING**

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**1. CONTRACTOR TO INFORM HIMSELF**


- 1.1 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**

- 2.1 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)**

- 3.1 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.
- 3.2 Contractor shall return to Owner's/Company Store all balance materials, cut pieces, scrap etc., and obtain receipt.
- 3.3 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.
- 3.4 Site shall be cleared on completion of the job and clearance shall be obtained from the site-in-charge of the work/concerned departments.

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


- 4.1 Quotations shall be accompanied by an Earnest Money Deposit as specified in the NIT. The EMD for the work shall be either deposited in cash at the Finance Department of the FACT or by a DD / BC drawn in favour of The Fertilisers and Chemicals, Travancore Ltd. Payable at Udyogamandal, Kochi, or by RTGS / NEFT also. After remittance, scanned copy of the PAYMENT RECEIPT / UTR Number shall be uploaded along with the offer. Original RECEIPT / DD / BC shall be submitted at the office of DGM (Mat)RM2/ SM(Mat)-C before the due date and time of opening the TENDER. The Vendor shall ensure himself that the Original Receipt / DD / BC are submitted before the DUE DATE and time, otherwise the offer may not be considered for evaluation. Bids submitted without EMD are liable to be rejected.
- 4.2 On receipt of the Security Deposit from the successful bidder, EMD of all other bidders will be released. 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  
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.

**5. TIME OF COMPLETION AND LIQUIDATED DAMAGES:**

- 5.1 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.
- 5.2 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

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purposes of this Article Force Majeure means: (i) War or hostilities, (ii) riot or civil commotion (iii) earthquake, flood, tempest, lighting 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

5.3 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.

5.4 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:**

6.1 Payments shall be as per the Special Terms and Conditions.

6.2 Final Contract Price will be paid after completion of work in all respects 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

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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**

8.1 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 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**

9.1 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:**

10.1 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.


10.2 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

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CONTRACTOR by OWNER, periodically or otherwise, for discharge of OWNER'S obligations under such laws shall be provided promptly.


- 10.3 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.
- 10.4 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.
- 10.5 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 receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.
- 10.6 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.
- 10.7 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.
- 10.8 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

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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.

- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 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.
- 10.13 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 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.
- Copy of Age proof
  - Police clearance certificate
  - Copy of bank pass book
  - Copy of Aadhar
  - Two copies of passport size photographs
  - Duly filled application for ESI & PF enrolment.

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- 10.14 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.
- 10.15 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.
- 10.16 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.
- 10.17 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:**

- 11.1 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.
- 11.2 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.
- 11.3 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

**12. DISPUTES:**

- 12.1 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

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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.

12.2 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.”

12.3 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**

13.1 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**

14.1 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.

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


14.3 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**

15.1 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:**

16.1 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.

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 9
FACT CORPORATE MATERIALS	FERTILISERS AND CHEMICALS TRAVANCORE LIMITED		




**17. AGREEMENT:**

- 17.1 For contracts amounting to Rs. 3.00 lakhs and above, the contractor shall execute a formal agreement between FACT as per preform on a stamped paper worth Rs.200/- before starting the work.
- 17.2 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:**

- 18.1 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 of the Project and General Conditions of Contract (Annexure-II) or any other terms and conditions anywhere, Special Conditions shall prevail.

PRPD. BY :AS	CHKD. BY :AS	APPRD. BY :JP	Pg. No: 10
FACT CORPORATE MATERIALS		FERTILISERS AND CHEMICALS TRAVANCORE LIMITED	



**CHECK LIST (List of Documents Uploaded)**

Tender no. 06082/2020-21/E21983

Annexure VI

**Name of Work : Fabrication, erection and related civil works of 2 nos. Hoardings at FACT Udyogamandal Township**

CONTRACTS DEPARTMENT - FACT				
Sl. No	DESCRIPTION	BIDDER CONFIRMATION		DEVIATION IF ANY
1	<b>PRE-QUALIFICATION CRITERIA</b>			
B)	<b>Experience details</b>			
	Experience of having successfully completed similar works during <b>last 7 years</b> ending on enquiry date. (Similar works includes job of fabrication/ construction/ erection of any structures) Self-attested copy of work orders with schedule of work and work completion certificate to be uploaded)			
	<b>Completion certificate of similar works carried out by the bidder as mentioned above</b>	<b>[a]</b>	<b>[b]</b>	<b>[c]</b>
		Three Works Costing not Less than <b>Rs. 6.2 Lakh, Each</b>	Two Works Costing not Less than <b>Rs. 7.8 Lakh, Each</b>	One Work Costing not Less than <b>Rs. 12.5 Lakh.</b>
i)	Uploaded Work Completion Certificate <b>Put Tick mark [a] or [b] or [c]</b> (In Original/Self attested)			
ii)	Uploaded work order copy with Schedule of Work (In Original/Self attested)	Yes/No	Yes/No	Yes/No
C	<b>EARNEST MONEY DEPOSIT</b>			
	Uploaded scanned copy of EMD in the form of DD or RTGS / NEFT	<b>Yes/No/Exempted</b>  (Adequate documents to be uploaded if EMD exemption is applicable)		
D	<b>Solvency certificate</b> from a nationalized / Scheduled bank dated not earlier than 3 months from date of publishing of tender indicating amount to which the bidder is solvent to a minimum value of <b>Rs 7.8 lakh</b> to prove the financial capability to carry out the work tendered for.	<b>Yes/No</b>		





## **CHECK LIST (List of Documents Uploaded)**

Tender no. 06082/2020-21/E21983

### Annexure VI

<b>CONTRACTS DEPARTMENT - FACT</b>					
<b>E</b>	<b>PAN card</b> (Self Attested copy)	<b>Yes/No</b>			
<b>F</b>	<b>GST</b> registration certificate(self-attested copy)	<b>Yes/No</b>			
<b>G</b>	Uploaded complete set of tender documents including Instruction to the bidders, Special requirement of the project, Technical condition of the projects, Proforma contract, General conditions, NIT, Drawings and specifications, attachments, Compliance Statements etc.	<b>Yes/No</b>			
<b>H</b>	Uploaded Attachment- IIA, IIB, IIC IID. IIF & IIG of Proforma contract	<b>Yes/No</b>			
<b>I</b>	Uploaded SITE ORGANIZATION CHART	<b>Yes/No</b>			
<b>J</b>	Uploaded KEY PERSONNEL of his Organization to be associated with the work, detailing their Qualifications	<b>Yes/No</b>			
<b>K</b>	Uploaded VENDOR DATA FORM and Electronic Media Payment Format duly verified by Bank along with a Cancelled Cheque. (For new vendors Only)	<b>Yes</b>	<b>No</b>	<b>NA</b>	
<b>L</b>	<b>COMPLIANCE STATEMENT:</b>  Uploaded Compliance statement clearly listing out the exceptions and deviations, if any, with regard to the specifications of individual equipment/materials/ items of work, Proforma of Contract, Special Conditions of Contract, Technical conditions of the project Addendums/Corrigendums, if any	<b>Yes/No</b>			
<b>M</b>	<b>Addendum/Corrigendum</b>  Uploaded addendums/ corrigendums ,if any.	<b>Yes/No</b>			



**UNPRICED BID****Annexure VII**

**Please do not fill in Rates in this Bid format. Kindly indicate “Quoted/Not Quoted” in the column provided.**

Dear Sir,

Sub: Fabrication, Erection & related civil works of 2 nos. of hoardings at FACT Udyogamandal Township.

Ref: 06082/2020-21/E21983

<b><u>UNPRICED BID</u></b>					
		<b>Unit</b>	<b>Qty</b>	<b>GST in %</b>	<b>Quoted/ Not quoted</b>
	<b>Fabrication, Erection &amp; related civil works of 2 nos. of hoardings at FACT Udyogamandal Township.</b>				
1	<u>Fabrication and erection of hoardings:</u>  Supply of all items for work such as rectangular hollow steel sections, all materials for RCC work of foundations, primers, paints etc.(except the free issue items by FEW as listed in the Special Requirements), construction of foundation, fabrication and erection of hoardings shall be in the scope of contractor.	Nos	2		
2	<u>Assistance to miscellaneous jobs:</u>  Assistance to miscellaneous unanticipated jobs, if required for the completion of the work.	MDY	20		
	<b>TOTAL AMOUNT</b>				

Place:

Name of the Bidder:

Date:

Signature of the Bidder:



**FERTILISERS AND CHEMICALS TRAVANCORE LIMITED (FACT)****VENDOR DATA FORM (FOR FACT NEW VENDORS)**

<b>Sl. No.</b>	<b>Description</b>	<b>To be filled in by Vendor</b>
	<b>Company Profile</b>	
1	Name of Vendor	
2	Name and address of Chief Executive	
3	Address:	a: Regd. Office
		b: Factory
4	PIN Code	
5	Telephone Nos	
6	Tele Tax Nos	
7	E mail ID	
8	Contact Person	
9	Details of Local Office/ Representatives/ Liaison Agents	
10	PAN No	
11	GST Registration No.	
12	Bank Details (Payment will be made through RTGS. Please Upload the Format verified by Bank along with a cancelled Cheque)	

(New Vendors please return this format duly filled along with Part-I: Technical Bid of the offer)



**Master Data required for Online Payments**  
**(RTGS / NEFT / Fund Transfer)**

To,

The Deputy General Manager (Finance)

The Fertilizers and Chemicals Travancore LTD

Udyogamandal

Kerala

1	Vendor Code, Vender Name	<b>To be filled by FACT</b>
2	Income Tax PAN No	
3	Name of the Bank	
4	Address of bank branch	
5	City & State	
6	IFS Code of the bank branch	



7	Name of the bank branch	
8	Bank Account No.	
9	Account Holder's Name	
10	Email address	

For Name

Signature & Seal

**Verification by the Bank**

We hereby certify that all the above particulars relating to Bank Account are verified and found to be correct as per the records of the bank.

Signature and Seal of the Authorized signatory of the bank



## **PROFORMA CONTRACT**

### **ATTACHMENT I - CONDITIONS OF TENDER**

1. Acceptance/Rejection of Quotations
2. Validity
3. Earnest Money Deposit
4. Time Schedule
5. Collection of Data
6. Letter of Intent
7. Signing of the contract
8. Change in constitution

### **ATTACHMENT II**

- |                       |   |                                       |
|-----------------------|---|---------------------------------------|
| 1. Attachment - II-A  | : | Form of bid                           |
| 2. Attachment - II-B  | : | Corporate status                      |
| 3. Attachment - II-C  | : | Experience of tenderer                |
| 4. Attachment - II-D  | : | Current commitments                   |
| 5. Attachment - II-E  | : | Construction plant and equipment      |
| 6. Attachment - II-F  | : | Tenderer's site organizations         |
| 7. Attachment - II-G  | : | Tenderer's key personnel              |
| 8. Attachment - II-H  | : | Tenderer's proposed programme of work |
| 9. Attachment - II-J  | : | Proforma Bank guarantee for EMD       |
| 10. Attachment - II-K | : | Proforma for Integrity pact           |

### **ATTACHMENT III – AGREEMENT WITH ARTICLES AND SCHEDULES**

#### **I ATTACHMENT I - 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 **six months** from the date of opening of the quotation.

##### **3. EARNEST MONEY DEPOSIT**

The Earnest Money Deposit accompanying the tender shall be kept valid up to a period of one month beyond the validity of tender itself (ie 7 month). On receipt of notice of acceptance of tender, the successful tenderer shall keep the EMD valid upto date of entering into a formal contract with FACT and establishing the Performance Bond.



**4. TIME SCHEDULE**

The time allowed for carrying out the work is given in SCHEDULE - B of this document. 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**

In the event of FACT issuing to tender a telex or letter of intent conveying FACT's decision to accept the tender, 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 CONTRACT**

The successful tenderer shall execute a contract in the Proforma contract attached with this 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.

**ATTACHMENT II-A FORM OF BID**

**Bidder to sign the enclosed form of bid and submit it along with his quotation.**

**NAME OF WORK : Fabrication, Erection & related civil works of 2 nos of hoardings at FACT Udyogamandal Township.**

Having examined the tender documents for the above named works including conditions of tender & instructions to bidders, Proforma Contract along with Schedules – A through Q, we the undersigned offer to construct and maintain the above named works in accordance with the terms and conditions set forth in this tender comprising the following documents:



1. Conditions of tender – Attachment – I
2. Data furnished as per Attachment II-A through II-H & II-K
3. Proforma contract along with SCHEDULES A through Q
4. Selected deviations
5. Earnest Money Deposit
6. Schedule of work/BoQ
7. Drawings/ Design data/ Technical Specifications & special requirements of the project

Until such time a contract is executed, this tender together with any later or amended tender as may be requested by you, correspondence in writing between the parties and any minutes of discussions shall constitute a binding contract between us.

Signature of Tenderer : .....

Name & Position : .....

Name & address of Contractor : .....

Place & Date : .....

WITNESS

Name : .....

Position : .....

Address : .....

## **ATTACHMENT II-B CORPORATE STATUS OF BIDDER**

### **A IN CASE OF INDIVIDUAL**

1	Name, age and Father's Name	
2	Name of business	
3	Whether business is registered	(if yes, details are to be furnished)
4	Date of commencement of business	
5	Whether he pays Income tax	
6	Annual turn over	



**B IN CASE OF PARTNERSHIP**

1	Name and addresses of partners	
2	Whether the partnership is registered	
3	Date of establishment of firm	
4	Whether each of the partners pay Income tax, if not which of them pays the same	
5	Copy of partnership deed to be attached	Attached/Not attached
6	Annual turn over	

**C IN CASE OF COMPANY LIMITED BY SHARES OR BY GUARANTEES**

1	Amount of paid up Capital	
2	Name and addresses of Directors	
3	Date of registration of Company	
4	Copies of latest balance sheet of the company	
5	Certified copies of Memorandum of Article of Association of Company	Attached/Not attached
6	Annual turn over	

**D IN THE CASE OF ALL BIDDERS**

1	Copy of latest Income tax clearance certificate to be attached	Attached/Not attached
2	Bankers certificate to be attached	Attached/Not attached
3	Solvency certificate to be attached	Attached/Not attached
4	Copy of audited balance sheet for last 3 years to be attached	Attached/Not attached

Place :

Date :

**Signature of Tenderer**



**ATTACHMENT II- C - EXPERIENCE OF TENDERDER**

Tender shall give information of similar works done during the past seven years inter alia with following details:

1	Name of Storage tank/ storage tower /pressure vessel/Heat exchanger/ structural column fabricated (year wise)	
2	Brief scope - type/size of the equipment's fabricated , year built etc.	
3	Name & address of owner along with name of officer of client responsible for Execution of the work	
4	Initial & final value of contract (Attach copy of documents as proof)	
5	Completion period as stated in contract	
7	Actual period of delivery against contractual period	
8	Notorised copy of clients completion certificate attached	Yes/No
9	Whether in the approved list of Contractors of Govt./PSUs etc (If yes, attach certificates)	Yes/No

(Tenderer may use separate sheets to furnish the above details)

I/We.....declare that/ We have not been banned\* or de-listed by any Govt. or Quasi Government agency or PSU.

Place:

Date:

**Signature of Tenderer**

\*If banned, details to be furnished



**ATTACHMENT II- D****CURRENT COMMITMENTS OF THE TENDERER**

Tenderer shall give information about his present commitments with the following details:

1	Name of work	
2	Brief scope	
3	Inspection agency, if any	
4	Name & address of client along with name of officer of client responsible for Execution of the work	
5	Initial value of contract (Attach copy of documents as proof)	
6	Date of commencement of work	
7	Scheduled completion period	
8	Percentage completion as on date	
9	Expected date of completion	
10	Certificate from client if, any	YES/NO
11	Remarks, if any	

(Tenderer may use separate sheets to furnish the above details)

Place:

Date:

**Signature of Tenderer**



**ATTACHMENT II- E****CONSTRUCTION PLANT AND EQUIPMENT**

1	Description of plants and equipments proposed to be deployed for work	
2	Numbers proposed	
3	Make and capacity	
4	Whether owned or to be hired	
5	Approximate date of deployment at site	
6	Period of retention at site	
7	Remarks, if any	

(Tenderer may use separate sheets to furnish the above details)

Place:

Date:

**Signature of Tenderer**

**ATTACHMENT II- F****TENDERER'S SITE ORGANISATION**

Tenderer shall attach his proposed site organization chart in "Family tree" form, showing the number and grades of field supervisory, administrative and crafts personnel to be employed in the works.

Place:

Date:

**Signature of Tenderer**



**ATTACHMENT II-G**

**TENDERER'S KEY PERSONNEL**

Tenderer's shall attach resumes of all proposed key personnel of his Organisation to be associated with the work, detailing their qualifications and experience over the past 10 years.

Place:

Date:

**Signature of Tenderer**

**ATTACHMENT II-H**

**TENDERER'S PROPOSED PROGRAMME OF WORK**

Tenderer shall attach his detailed programme of execution of works with respect to OWNER'S requirement given in Schedule – B. This shall be in BAR CHART or PERT FORM highlighting all important milestones.

Place:

Date:

**Signature of Tenderer**

**ATTACHMENT II-I**

**PROFORMA BANK GUARANTEE FOR EMD- Not Applicable for this tender**

**ATTACHMENT II-K**

**INTEGRITY PACT – Not applicable for this tender**



**ATTACHMENT- III**

(Rs. 200/- 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.

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.

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.**

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) Contracts.  
THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED,  
UDYOGAMANDAL

In the presence of witnesses:

1)

2)

## **ARTICLES & SCHEDULES**

### **ARTICLES**

1. Definitions
2. Performance bond
3. Scope of services
4. Time-schedule
5. Technical documents
6. Owner's representative
7. Contractor's representative
8. Contractor to inform himself
9. Supplies by owner
10. Materials by contractor
11. Quality of work
12. Inspection by owner
13. Price
14. Terms of payment
15. Change in work
16. Variations & omissions
17. Access to site
18. Construction power and water



19. Construction equipment
20. Accommodation at site & communication facilities
21. Tests on completion and taking over
22. Temporary structures
23. Insurance and liability for damages
24. Working hours
25. Safety
26. Owner's rules and regulations
27. Statutory regulations
28. Laws relating to labour
29. Apprentices act
30. Warranty and maintenance period
31. Guarantees for time-schedule
32. Delay by owner
33. Special conditions of contract
34. Sub-letting and assignment
35. Claims
36. Patents
37. Secrecy
38. Non-waiver
39. Language and units
40. Force majeure
41. Settlement of Disputes
42. Laws and legal jurisdiction
43. Suspension and termination
44. Recovery of dues from contractor
45. Consequential losses
46. Effective date and validity
47. Notices and addresses
48. Entire agreement

### **SCHEDULES**

- |                |                               |
|----------------|-------------------------------|
| Schedule – A - | Scope of work                 |
| Schedule – B - | Programme of work             |
| Schedule – C - | Technical documentation       |
| Schedule – D - | Site conditions               |
| Schedule – E - | Supplies by owner/ Consultant |
| Schedule – F - | Prices                        |
| Schedule – G - | Payment schedule              |



Schedule – H -	Site Facilities
Schedule – J -	Owner’s/ Consultant’s Construction Equipments
Schedule - K -	Procedure for tests
Schedule - L-	Proforma bank guarantee for performance bond / Security Deposit
Schedule - M -	Proforma Bank Guarantee for Advance payment (Not Applicable)
Schedule - N -	Proforma for release Certificate
Schedule - P -	Safety code
Schedule - Q -	Special conditions of contract

#### **ARTICLE –1** **DEFINITIONS**

The following expressions shall have the meanings specified against the respective item wherever used in this document, unless repugnant to the context and meaning thereof.

- 1.1 **CONTRACT means this Agreement Including the Articles, Schedules, Annexes and Appendices as listed in the List of Titles forming part hereof and any written amendments thereto executed by authorised signatories on behalf of the parties hereto.**
- 1.2 DATE OF CONTRACT means the date on which CONTRACT is signed by either party after signature by the other.
- 1.3 ‘WORK’ means all duties, responsibilities and obligations to be discharged by CONTRACTOR pursuant to CONTRACT.
- 1.4 ‘EQUIPMENT means any item of plant and machinery, equipment, accessory or thing supplied by OWNER to be erected / installed by CONTRACTOR.
- 1.5 ‘PROJECT means the facility being set up by OWNER as per details and location in schedule-D.
- 1.6 ‘SITE’ means the land in possession of OWNER where PROJECT is being set up and WORK is to be performed by CONTRACTOR.
- 1.7 ‘INITIAL CONTRACT PRICE’ means the value of WORK contracted initially as per SCHEDULE -F and excluding value of Equipment, Services and any material provided by OWNER free or cost to CONTRACTOR.



- 1.8 'CONTRACT PRICE' means the aggregate sum payable by OWNER to CONTRACTOR for WORK performed as per CONTRACT but excluding value of EQUIPMENT, service and any material provided by OWNER free of cost CONTRACTOR.
- 1.9 'OWNER's REPRESENTATIVE shall have same meaning as defined in Article - 6 - 1 hereof
- 1.10 'ENGINEER-IN-CHARGE' Shall have same meaning as defined in Article - 6 - 2 hereof
- 1.11 'CONTRACTOR's REPRESENTATIVE' shall have the same meaning as defined in Article - 7 hereof.
- 1.12 'ZERO DATE' means the date on which CONTRACTOR's responsibilities for time-schedule commences as defined in Article 4.1

## **ARTICLE -2**

### **PERFORMANCE BOND**

- 2.1 Within fifteen (15) days of the DATE, OF ZERO DATE CONTRACTOR shall provide OWNER with a Bank Guarantee as per proforma given in SCHEDULE - L hereof, from a Nationalised Bank in India for a sum calculated at ten (10) percent of the initial Contract Price towards security for due and faithful performance of CONTRACT The Bank Guarantee shall be Kept valid until all obligation of CONTRACTOR including the warranties vide Article-30 are fulfilled and a discharge certificate is issued by Consultant.
- 2.2 However, in case the amount of Performance Bond is less than Rs. 10,000/- CONTRACTOR shall deposit with OWNER as Demand Draft drawn in favour of Fertilisers & Chemicals Travancore Ltd. and payable at, Udyogamandal, Kerala State, for or in form of an unconditional and irrevocable bank guarantee referred to in Art 2.1 within 15 days of DATE OF CONTRACT. No interest is payable by OWNER to CONTRACTOR for such deposits.

## **ARTICLE -3**

### **SCOPE OF SERVICES**

- 3.1 CONTRACTOR shall carry out WORK as described in detail in schedule – A- Schedule of work; all in conformity with the drawings, specifications, codes, standards and instructions provided by OWNER from time to time or specified herein as applicable.
- 3.2 CONTRACTOR's responsibility includes preparation of any detailed working drawings, cutting diagrams, fabrication drawings and/or such other technical documentation as may be necessary to elaborate the information provided by OWNER in the manner described in Article 5.4 hereof.
- 3.3 CONTRACTOR shall also purchase and provide for use in carrying out WORK, prefabricated or otherwise, such items of materials and supplies as are required for



carrying out WORK in addition to EQUIPMENT and materials directly provided by OWNER.

- 3.4 The quantities indicated in Schedule-A and/ or Schedule – F are only approximate and contractor shall carry out all items of work in required quantities as per drawings and specifications provided by OWNER, subject to provisions of Article 15 hereof.
- 3.5 WORK shall be executed with all due diligence, in the manner specified herein, to the satisfaction of OWNER's REPRESENTATIVE within the time-schedule agreed to herein, for the respective item. CONTRACTOR shall post at SITE appropriate number of qualified and competent supervisory staff for day-today supervision of WORK.
- 3.6 Workmen engaged by CONTRACTOR shall be qualified, experienced and competent for the respective item of works and will be subject to craft-tests prescribed by ENGINEER-IN-CHARGE. Where necessary, supervisors and workmen engaged by CONTRACTOR shall hold licenses/permits for carrying out the respective work.
- 3.7 CONTRACTOR further undertakes to co-operate with OWNER as well as other contractors appointed by OWNER and operating at SITE and agrees to freely exchange technical information as may be reasonably asked for by OWNER.

#### **ARTICLE -4**

#### **TIME – SCHEDULE**

- 4.1 CONTRACTOR shall carry out WORK in a phased manner and hand over the respective items to OWNER after carrying out such tests as are prescribed herein, within the programme given in SCHEDULE-B-PROGRAMME OF WORK, The responsibilities of CONTRACTOR in respect of Programme vide SCHEDULE - B will be effective from the date on which Letter of Indent has been issued by OWNER and indicated as "ZERO DATE" in the said SCHEDULE-B, provided that OWNER gives CONTRACTOR any mobilisation advance if agreed to herein within 15 days of receipt from CONTRACTOR the related invoice along with the performance Bond vide Article-2 hereof and the Bank Guarantee towards Security for such advance payment vide Article-14 hereof both in this prescribed proforma.
- 4.2 Time is the essence of CONTRACT and CONTRACTOR understands the necessity of achieving the stage-wise targets in the specified sequence as set forth in SCHEDULE-B and hereby undertakes to mobilise the required resources and exercise due diligence to adhere to them. During the implementation of CONTRACT, OWNER may issue to CONTRACTOR, where applicable, instructions / requirements, in respect of priorities and sequence in the overall interest of the PROJECT and CONTRACTOR shall fully co-operate with OWNER in following these instructions and submit to OWNER detailed working programmes for achievement of these, which shall be reviewed and approved by ENGINEER-IN-CHARGE.
- 4.3 Within 30 days of ZERO DATE, CONTRACTOR shall give to OWNER in triplicate a detailed programme for assembling materials, submission of fabrication drawing/cutting diagrams etc., mobilization of Construction Equipment, Tools and Tackle, mobilisation of skilled and un-skilled labour in various categories /



disciplines at various phases of work, pre-fabrication in shop, pre-fabrication at SITE, assignment of supervisory personnel and such other activities, matching with the Programme of Work vide SCHEDULE-B. in the event OWNER is not satisfied that the programme proposed by CONTRACTOR is adequate to meet targets set forth in SCHEDULE-B, CONTRACTOR shall modify the programme suitably to the satisfaction of OWNER and carry out the activities accordingly.

- 4.4 CONTRACTOR recognizes possibility of inclement Weather conditions at SITE and agrees to take all reasonable precautions and measures necessary to permit execution of WORK as per agreed programme despite such adverse conditions and CONTRACTOR shall not be entitled for any additional payment whatsoever, on this account.
- 4.5 CONTRACTOR shall not be entitled for extension of time-schedule for any reason whatsoever except as provided in Articles 15.7 32.2 and 40.3 hereof.

#### **ARTICLE -5** **TECHNICAL DOCUMENTS**

- 5.1 The Technical Documents enclosed as part of SCHEDULE - C hereof are unless Otherwise specified preliminary and typical and are intended only to generally, represent the nature of WORK to be executed OWNER will be issuing to CONTRACTOR, from time to time final and more detailed drawing and documents as are listed in said SCHEDULE - C, CONTRACTOR shall execute WORK only based on documents bearing the stamp 'GOOD FOR CONSTRUCTION' / CERTIFIED FOR FABRICATION.
- 5.2 Documents once issued by OWNER for construction may subsequently to revised, without prejudice to Article-15 hereof: and as soon as the revised issues are received CONTRACTOR shall withdraw the previous issue from the field and return to OWNER for cancellation
- 5.3 CONTRACTOR shall carry out the WORK in strict conformity with the drawings, specifications and such other documents and instructions provided by OWNER and standards and codes of practice prescribed by OWNER for the respective items of WORK, Where OWNER's own standards are referred to, the same will be provided by OWNER; but where other published standards! codes of practice are prescribed CONTRACTOR shall make own arrangements to be equipped with copies of such documents for use in execution of WORK and failure to do so shall be deemed negligence in performance of CONTRACT. In the event of any conflict or contradiction between any two or more of the documents provided by OWNER or between such documents and the prescribed co CONTRACTOR shall bring the same to the attention of ENGINEER-IN-CHARGE as it is noticed by CONTRACTOR; and the decision of the ENGINEER-IN-CHARGE shall be followed..
- 5.4 Wherever necessary, CONTRACTOR shall prepare detailed working drawings, cutting diagrams, fabrication drawings and / or such other technical documents all in conformity with Technical Information-provided by OWNER, and as may be necessary for execution of WORK and submitted



same to OWNER in required number of copies wet in advance in commencement of related WORK. OWNER shall return one copy to CONTRACTOR with comments, if any, within ten (10) working days of receipt from CONTRACTOR and CONTRACTOR shall execute WORK only based on documents reviewed/approved by OWNER. However, CONTRACTOR is solely responsible to ensure that OWNER, is executed as per designs, drawings, specifications and other technical information provided by OWNER and review/comments by OWNER in the aforesaid manner of CONTRACTOR's documents shall not absolve CONTRACTOR of this responsibility.

- 5.5 Installation of special items of EQUIPMENTS shall be taken up only after thorough study of manufacturer's instructions for handling, assembly and installation, detailed circuit diagram, etc. as may be applicable as per SCHEDULE-A and where such information is not received CONTRACTOR shall ask for the same.

#### **ARTICLE-6**

#### **OWNER'S REPRESENTATIVE**

- 6.1 All obligations of OWNER under CONTRACT shall, unless otherwise specifically mentioned, be carried out through FACT Engineering Works, Palluruthy, the Division of OWNER. The project Manager appointed by FACT Engineering Works at SITE shall be OWNER's REPRESENTATIVE, and shall represent OWNER for all matters concerning this CONTRACT except as otherwise provided herein.
- 6.2 All instructions and orders to CONTRACTOR shall be issued by OWNER's REPRESENTATIVE and / or an ENGINEER-IN-CHARGE nominated by him and communicated in writing to CONTRACTOR's REPRESENTATIVE, if available at SITE or to CONTRACTOR at the address given in Article- 47 WORK shall be executed under direction of and to the satisfaction of the ENGINEER-IN-CHARGE all in accordance with the provisions herein. CONTRACTOR shall proceed with WORK in accordance with the decision, orders and / or instructions issued by 'OWNER's REPRESENTATIVE or the ENGINEER-IN-CHARGE provided that.
- i) If the CONTRACTOR shall without undue delay after being given a decision, order or instruction otherwise than in writing, require it to be confirmed in writing, such decision, order or instruction shall not be effective until written confirmation thereof has been received by CONTRACTOR, and
  - ii) If the CONTRACTOR disagrees with or questions a written decision, order or instruction given by ENGINEER-IN-CHARGE, he may give notice in writing to ENGINEER-IN-CHARGE within Seven (7) days of receipt of such decision, order or instruction stating reasons therefore, but issue of such notice shall not relieve CONTRACTOR of the obligation to proceed with WORK in accordance with the decision, order or instruction in respect of which the notice has been issued, without prejudice to other remedial measures provided herein.
- 6.3 OWNER may change the OWNER'S REPRESENTATIVE and / or ENGINEER-IN-CHARGE at any time, and shall inform CONTRACTOR promptly, in writing, of such changes.



**ARTICLE-7**  
**CONTRACTOR'S REPRESENTATIVE**

- 7.1 CONTRACTOR shall be represented at SITE by a technically qualified, competent and experienced Engineer whose name along with qualification and experience shall be intimated to OWNER in writing at least 2 weeks prior to commencement of CONTRACTOR activities at SITE for approval by OWNER. The said representative shall be present at SITE during working hours and any orders, instruction or other communications delivered to him by OWNER, OWNER's REPRESENTATIVE and/or ENGINEER-IN-CHARGE shall be deemed to have been received by CONTRACTOR.
- 7.2 Any communication received by OWNER from CONTRACTOR's REPRESENTATIVE shall be deemed issued by CONTRACTOR, and shall be binding on CONTRACTOR
- 7.3 CONTRACTOR shall not change the Representative at SITE without prior written approval of OWNER.

**ARTICLE - 8**  
**CONTRACTOR TO INFORM HIMSELF**

- 8.1 Certain information pertaining to SITE and considered relevant for the execution of WORK are given in SCHEDULE-D-SITE CONDITIONS. Some of the information given therein are likely to be typical and are intended only to give a general idea about SITE. CONTRACTOR is deemed to have visited the SITE and the locality and to have gathered clear idea of the locality, weather conditions, access to SITE, space availability, / sub-soil conditions, availability of materials, availability of and terms of service by labour and such other information that may have influence on execution of WORK.
- 8.2 CONTRACTOR is deemed to have carefully examined specifications, schedules and drawings and also to have satisfied himself on the nature and extent of WORK to be executed before submission of a tender and entering into CONTRACT.

**ARTICLE-9**  
**SUPPLIES BY OWNER**

9.1 **EQUIPMENT**

- 9.1.1 EQUIPMENT and any materials to be provided by OWNER will be issued by OWNER and handed over to CONTRACTOR at the place of storage. Place of storage will be OWNER's store at SITE or the open storage yard at SITE or a ground level near the plant premises where EQUIPMENT is to be erected depending upon OWNER's convenience and all moving and handling from the place of storage to the actual place of WORK or the basement on which EQUIPMENT is to be erected is to be carried out by CONTRACTOR.
- 9.1.2 It is likely that EQUIPMENT stored out-door are in the packing case and CONTRACTOR shall have to open the packing case and inspect the items before taking over.
- 9.1.3 EQUIPMENT items which are shipped in parts will have to be assembled by CONTRACTOR prior to installation. Any special tools provided by Manufacturer for



this purpose will be made available to CONTRACTOR against appropriate receipt; but all other tools and tackle will have to be provided by CONTRACTOR. Special tools, if any provided by OWNER shall be returned to OWNER immediately after use.

- 9.1.4 EQUIPMENT shall be handled by CONTRACTOR very carefully in a professional and workman-like manner. In the event of any damage to EQUIPMENT or part thereof due to negligence or use of wrong tool or wrong practices in dismantling, handling, assembling and / or installation or careless storage after taking over by CONTRACTOR. CONTRACTOR shall not only be liable to pay the cost of repair / replacement but also liquidated damages vide Article-31 hereof for delay in completion of the related WORK beyond the guaranteed date to the extent such delay has occurred on account of repair/replacement.

## 9.2. **MATERIALS**

- 9.2.1 Materials issued by OWNER for use in fabrication/installation by CONTRACTOR are listed in SCHEDULE-E.
- 9.2.2. Materials will be issued to CONTRACTOR from OWNER's Store at SITE against appropriate indent in the form provided by OWNER, countersigned by the ENGINEER-IN-CHARGE and transport from store to place of WORK will have to be done by CONTRACTOR. CONTRACTOR shall hold such material in safe custody and shall proper accounts of its use. Such accounts shall be available for inspection by OWNER, if required. No item of material shall be removed from SITE without written approval of OWNER.
- 9.2.3 Material will be issued only during normal working hours of the SITE-store.
- 9.2.4 The maximum cutting allowance and wastages permissible for each item of material is shown in SCHEDULE-Q. CONTRACTOR is not entitled to receive from OWNER quantities in excess of those legitimately required including the cutting allowances and wastages and OWNER may refuse issue of excess quantities required consequent to wastage in any manner by CONTRACTOR, In such cases CONTRACTOR may have to make his own arrangements for the additional quantities required at his own cost and carry out WORK within the agreed time. However OWNER may issue such additional quantities, if available, and recover from the bills of CONTRACTOR rates specified for this purpose in SCHEDULE F or in the absence of such rates at OWNER's book value or market rate whichever is higher plus 15% thereof.
- 9.2.5 In case of urgency, OWNER may at the request of CONTRACTOR and at the sole discretion of OWNER issue to CONTRACTOR any material required for the WORK but not included in SCHEDULE - E and cost of such issues shall be paid by CONTRACTOR to OWNER's account in advance at price specified by OWNER.
- 9.2.6 Any excess materials drawn by CONTRACTOR, but not used in WORK shall be returned to OWNER's Store at SITE and receipt obtained; and credit will be given for the quantity so returned.
- 9.2.7 CONTRACTOR shall return to OWNER the cut pieces and scraps of material issued by OWNER as well as any containers in which they are issued. Such items shall be



properly accounted and delivered at the dump-yard at SITE Indicated by OWNER and no credit will be given to CONTRACTOR on this account.

- 9.2.8 In case it is observed that CONTRACTOR has used materials in quantity less than what is legitimately required, and the ENGINEER-IN-CHARGE is not satisfied with the reasons given by CONTRACTOR, CONTRACTOR shall have to dismantle the work so executed and re-do the same at no cost to OWNER. In any case the contract price will be adjusted for such short - usage.
- 9.2.9 OWNER gives on assurance that material to be issued by OWNER will be readily available as and when indented by CONTRACTOR. CONTRACTOR is advised to give a monthly programme of his requirement for each calendar month at least 30 days prior to the first of the calendar month. This programme should indicate the expected requirement in sizes, and quantities and the dates on which required. If CONTRACTOR fails to take such advance action, he shall not be entitled for any extension of time-schedule consequent to delay by OWNER in issue of materials, even if such delay has affected WORK.

#### **ARTICLE -10**

##### **MATERIAL BY CONTRACTOR**

- 10.1 CONTRACTOR shall procure in time at his own cost and use in WORK all materials required in carrying out WORK other than EQUIPMENT and materials issued by OWNER vide Article-9 hereof. Material so procured and brought to Site shall be stored by CONTRACTOR at place allotted for the purpose by ENGINEER-IN-CHARGE and security arrangements shall be made by CONTRACTOR. CONTRACTOR shall provide such materials in sufficient quantities and in time so that WORK can be proceeded with uninterruptedly and shall take advance action in procurement of items which are in scarce supply or availability of which are seasonal.
- 10.2 Materials provided by CONTRACTOR shall be brand new and of specification agreed to herein or as approved by ENGINEER-IN-CHARGE. Materials brought to SITE shall be used in WORK only after approval by ENGINEER-IN-CHARGE and if so required by him, CONTRACTOR shall provide test certificates and / or samples for verifying the quality. Mill certificates covering physical and analytical tests are to be produced as called for by ENGINEER-IN-CHARGE at no extra cost. If any further tests are to be carried out CONTRACTOR shall arrange for the same at no additional cost to OWNER. CONTRACTOR shall declare the manufacturers name of such materials and provide if asked for, evidence relating to the source and purchase there from. Decision by ENGINEER-IN-CHARGE shall be final and binding on CONTRACTOR in respect of whether the material provided is conforming to agreed specification or not.
- 10.3 Rejected material shall be removed by CONTRACTOR from SITE immediately.
- 10.4 Approval by ENGINEER-IN-CHARGE or any other representative of OWNER shall not relieve CONTRACTOR of his responsibility to use material of specified quality suitable for WORK and rework necessitated consequent to use of substandard materials shall be promptly carried out by CONTRACTOR, free of cost to OWNER, irrespective of whether the item was approved by OWNER or not.



**ARTICLE -11**  
**QUALITY OF WORK**

- 11.1 CONTRACTOR shall execute WORK in the most substantial, professional and workman like manner in full conformity to the drawing and specifications and instructions provided by OWNER.
- 11.2 CONTRACTOR shall be responsible for the dimensional accuracy of WORK carried out within the measurement tolerances specified. In case where no measurement tolerance is specified decision of ENGINEER-IN-CHARGE shall be final in respect of whether an item of WORK carried out conforms to required standard of dimensional accuracy or not.
- 11.3 Any designs carried out by CONTRACTOR shall be done in a professional and engineer like manner in conformity with applicable standards and codes of practice.
- 11.4 CONTRACTOR shall be responsible to ensure that WORK executed conforms to applicable statutory regulations in force on the date on which letter of intent is issued by OWNER. In the event of any change in such statutory regulations or any new regulations becoming effective after the date of Letter of intent, that have influence on WORK, CONTRACTOR shall promptly notify OWNER of the consequent changes required in WORK, and its impact, if any, on cost and time-schedule agreed to herein and the provisions of Article 15 hereof will thereafter apply.

**ARTICLE -12**  
**INSPECTION BY OWNER**

- 12.1 ENGINEER-IN-CHARGE or any other designated representative of OWNER CONTRACTOR shall provide all necessary assistance to OWNER and shall make available all necessary scaffolding, tools and testing equipment to enable OWNER to carry out such inspection / tests. CONTRACTOR shall uncover any part of WORK or make openings for inspection as ENGINEER-IN-CHARGE may direct and make good such part to the reasonable satisfaction of OWNER.
- 12.2 On receiving notice from CONTRACTOR that WORK or part thereof is ready for inspection, ENGINEER-IN-CHARGE shall without unreasonable delay attend for the purpose of inspecting the related item of WORK. When tests are completed satisfactorily, CONTRACTOR shall give the test certificates within Five (5) days of completion of tests for Signature by ENGINEER-IN-CHARGE. ENGINEER-IN-CHARGE may waive, at his discretion, right to attend any tests, but this shall not relieve CONTRACT of his responsibility to carry out necessary tests at each stage of WORK and provide the test-certificates.
- 12.3 Whenever it is necessary to cover up any item of WORK in respect of which previous inspection in desired and CONTRACTOR has been notified accordingly in writing, CONTRACTOR shall give five (5) day's notice In writing to ENGINEER-IN-CHARGE before the said item is covered up. No such WORK shall be covered up or built upon



unless it has been inspected and approved by ENGINEER IN-CHARGE or his consent in writing to this being done without prior inspection has been obtained.

- 12.4 CONTRACTOR will, if so required by OWNER, provide specified numbers of test certificates, material analysis certificates and / or radiographic examination reports at no extra cost.
- 12.5 All tests shall be carried out as per procedure agreed to herein. If so such procedure is agreed to herein the procedure laid out in applicable standards/codes and as approved by ENGINEER-IN- CHARGE shall be followed. If in the opinion of ENGINEER-IN-CHARGE any test carried out is not properly conducted, CONTRACTOR shall have to re-do the same at no additional cost to OWNER.
- 12.6 If in the opinion of ENGINEER-IN-CHARGE result of any tests carried out is not reasonably satisfactory, he may reject the portion of WORK for which the test is not satisfactory and CONTRACTOR shall dismantle the rejected portion and re-do the same at no additional cost and such repairs/re-works shall be subjected to further inspection/test in the above-said manner.
- 12.7 That an item of WORK has been approved at the time of setting out or in stage-wise inspection/ test does not relieve CONTRACTOR of his responsibilities under Article 21 and Article -30 hereof.
- 12.8 OWNER reserves the right to engage or for participation of representative of OWNER's Licensor or Collaborator or any third party inspection agency that OWNER may appoint for the purpose, in inspection and testing of WORK, and such representative may exercise with CONTRACTOR such authorities as OWNER may delegate to them.

### **ARTICLE-13** **PRICE**

- 13.1. In consideration of WORK, OWNER shall pay CONTRACTOR the sum specified in Schedule of work. The sum specified in Schedule of work include all costs to CONTRACTOR in carrying out WORK except cost of any material to be issued free of cost by OWNER vide Article -9 hereof
- 13.2 The Price specified in Schedule of work is inclusive of all costs such as labour, materials to be supplied by CONTRACTOR, materials to be provided by OWNER at CONTRACTOR's cost, supervision incidental charges such as loading and unloading, hoisting setting out, temporary facilities, protective works, safety measures, tools and implements, construction equipment, hire charges for construction equipment provided by OWNER, royalties, licenses, testing and calibration, removal of debris and clearing SITE on completion of work and maintenance of WORK as required here under and any other cost incidental to carrying out WORK.
- 13.3 Without prejudice provisions under Art. 15, all prices shall remain firm till completion of WORK and shall not be subject to escalation any description including those on account of delays due to Force Majeure, unless otherwise stated in Schedule of work.



- 13.4 Price specified in SCHEDULE includes all royalties, taxes, octroi, Duties, levis, and license fees that CONTRACTOR may have to Incur in performing WORK including purchase of materials to be provided by CONTRACTOR. It is understood that CONTRACT is a WORKS CONTRACT' and is inclusive of sales tax on the consideration receivable by CONTRACTOR.
- 13.5 The Owner/Consultant (Awardee of the contract) has the right to recover an amount equal to the Sales Tax on works contract, due in accordance with the provisions of the KGST Act from every payment made to the contractor including advance and remit the same to the respective assessing authorities under the Act. However, any contractor who pays tax regularly in accordance with the rules and produce a certificate issued by the assessing authority to that effect, will be paid the contract amount without deduction of the Sales Tax due on the contract for the period and to the extent or for the works contract, specified in the certificate.  
Please note that each and every bill whether part bill or final bill should be accompanied by Works Contract Tax clearance/remittance acceptance by competent Sales Tax Authority, without which bills will not be processed.
- 13.5 Amounts specified in Schedule of work are subject to deduction of income-tax and OWNER shall withhold from the same such amount as is due at rates prevailing at the time of payment and remit the same to income-tax authorities to the account of CONTRACTOR and provide CONTRACTOR with appropriate certificate of tax deduction. Any statutory variation in the rate of deduction of income-tax shall not lead to any adjustment in Price.

**ARTICLE- 14**  
**TERMS OF PAYMENT**

- 14.1 OWNER shall make payments to CONTRACTOR in installment as specified in SCHEDULE-G PAYMENT SCHEDULE.
- 14.2 CONTRACTOR shall make all claims in the standard printed bill form prescribed by the OWNER and claims shall be serially numbered. Claims shall be made in triplicate copies and shall be submitted to the ENGINEER-IN-CHARGE.
- 14.3 In case mobilisation advance is agreed to in SCHEDULE-G, CONTRACTOR shall submit along with the invoice a Bank Guarantee from a Nationalised Bank in India, in the proforma vide SCHEDULE-M and payment will be made within 15 days of receipt of the said documents.
- 14.4 Claims for part-payments shall not be more frequent than once a month. Any deduction to be made for materials issued by OWNER or for hire charges of construction equipment provided by OWNER will be deducted from the respective part bill and CONTRACTOR shall have such deductions also in the bill.
- 14.5 All part payments shall be treated as payments on account and not as value of WORK done and on satisfactory completion of WORK and issue of taking over certificate CONTRACTOR will be paid the total amount due after deduction of any liquidated



damages due under CONTRACT, less payments already made and any other recoveries due from CONTRACTOR.

**ARTICLE -15**  
**CHANGE IN WORK**

15.1 Any modification in specification and / or quantity of WORK due to any of the following reasons will constitute a CHANGE IN WORK

- i) Increase or decrease in quantity of WORK as per final designs provided by OWNER as compared to those specified in SCHEDULE-A hereof, hereinafter referred to as "Variation in Quantity".
- ii) Variation in specifications for any item of WORK as per final design given by OWNER as compared to SCHEDULE-A hereof or consequent to changes made after date of Letter of intent in applicable statutory regulations, hereinafter referred to as "Variation in Specification".
- iii) Any new items of WORK not specified or included in SCHEDULE-A and for which any price or rate of cost is not specified in SCHEDULE-F, hereinafter referred to as "Extra Item",
- iv) Any rework necessitated by change in design by OWNER of an item of WORK already executed by CONTRACTOR as per CONTRACT, hereinafter referred to as "Requested Re-work".

Any modifications or re-work executed by CONTRACTOR by way of rectification of mistakes or making good defective WORK shall not be treated as CHANGE IN WORK.

15.2 In the case of 'Variation in Quantity' of an item of WORK the Contract value for the item shall be adjusted pro-rata. In case aggregate increase or decrease in value of Contract due to Variation in Quantity and/or any other reason exceeds 25% of the Initial Contract Price as per Schedule of Work, the adjustment in price for such variations beyond the initial 25% margin shall be discussed and agreed between the parties.

15.3 In the event CONTRACTOR is called upon to carry out WORK with variation in specification but generally falling within the categories of WORK covered by CONTRACT, CONTRACTOR shall carry out the related CHANGE IN WORK without any extension of time-schedule. However the price payable for the items affected by said variation in specification shall be determined based on rates agreed to in CONTRACT for other similar items; and in the absence of agreed rates for similar items it shall be determined in such manner as is specified for the purpose in Schedule of work.

15.4 If CONTRACTOR is called upon to carry out any extra item consideration receivable by CONTRACTOR for extra items shall be determined in the same manner as specified in Article 15.3 above.



- 15.5 In the event CONTRACTOR is called upon to carry out any Requested Re-work he shall be compensated for any dismantling, demolishing or reconstruction as is applicable and determined in the same manner as provided in Article 15.3 above.
- 15.6 Notwithstanding the above, if specific provisions are made for the adjustment of price or method of determining the same in Schedule of work or the special conditions of contract vide SCHEDULE- Q, provisions therein shall prevail over such provisions in this Article 15 which are in conflict with them.
- 15.7 In the event CHANGE IN WORK is of a substantial nature and is likely to affect CONTRACTOR's obligations in respect of Time Schedule, CONTRACTOR shall request ENGINEER-IN-CHARGE in writing of any extension of time-schedule required giving reasons therefore and such extension shall be effective only when approved by OWNER.

#### **ARTICLE - 16**

##### **VARIATIONS & OMISSIONS**

- 16.1 CONTRACTOR shall not alter any of WORK except as directed in writing by ENGINEER-IN-CHARGE. OWNER shall have full powers during execution of CONTRACT to alter, amend, omit, add or otherwise vary WORK, from time to time by issue of written notice therefore to CONTRACTOR and CONTRACTOR shall carry out such variations and be bound by CONTRACT so far as applicable as though the said variation is slated in CONTRACT. In case, in the opinion of CONTRACTOR, the said variation will involve an increase or decrease in the contract Price or any of the other obligations of CONTRACTOR hereunder. Subject provisions under Article-15 CONTRACTOR shall within seven (7) days of receipt of the said notice advise ENGINEER-IN-CHARGE of that effect and only on receipt of written acceptance of same from ENGINEER-IN-CHARGE, CONTRACTOR shall give effect to the requested variation.
- 16.2 The difference in Contract Price, if any, occasioned by such variations shall be added to or decreased from the contract Price and paid in the same manner as contract Price.

#### **ARTICLE -17**

##### **ACCESS TO SITE**

- 17.1 OWNER shall provide CONTRACTOR access to SITE and place within SITE here WORK is to be performed at all reasonable times, subject to Article 24 and 26 hereof. Unless specified elsewhere to the contrary. OWNER shall also provide suitable road for transport of EQUIPMENT and materials from the nearest public thoroughfare or OWNER's Store to the place of work. Any approach road, bridges over trenches, ladders or such other means of access required in the area of work shall be made by CONTRACTOR at no cost to OWNER.
- 17.2 The access to SITE or place of work shall not be exclusive to CONTRACTOR but only such as to enable him to execute WORK. OWNER reserves the right to grant access to SITE and place of WORK to other contractors engaged by OWNER for carrying out work relating to PROJECT and CONTRACTOR shall fully co-operate with such other contractors and carry out WORK without causing any hardship to others OWNER'S representatives and/or representative of any third party engaged by OWNER for



inspection and/or any statutory authorities shall at all reasonable times have access to SITE and place of WORK.

- 17.3 Access to SITE granted herein shall not be construed as grant of any right of possession or little to CONTRACTOR over SITE or part thereof.

#### **ARTICLE-18**

##### **CONSTRUCTION POWER & WATER**

- 18.1 OWNER shall provide CONTRACTOR with supply of electric power at nominal supply voltage of 415V in 3 phase, 50 C/s 4 wire system at one point at the outgoing terminals of OWNER's switchgear in the manner and for the purposes specified in SCHEDULE-H.
- 18.2 CONTRACTOR shall make his own arrangements to lay cables along such routes and in such manner as ENGINEER-IN-CHARGE approves and to distribute the power to various consuming units and lighting system installed by CONTRACTOR, all in accordance with applicable statutory rules and regulations. CONTRACTOR shall apply for, pay any fees related thereto and obtain statutory approvals for such installations that CONTRACTOR sets up and engage, where necessary, licensed electricians for attending to operation and up-keep of the said installation.
- 18.3 OWNER shall provide CONTRACTOR with supply of water for use in WORK carried out at SITE at one point in a manner and for the purposes as specified in SCHEDULE-H. CONTRACTOR shall make its own arrangements for laying pipelines from the above point to place of WORK and for distribution therein along a route and in a manner approved by ENGINEER-IN-CHARGE. CONTRACTOR shall ensure that the installations made by CONTRACTOR are leak proof and that proper valves are provided at all distribution points in order to avoid any wastage of water. For use in higher elevations necessary surface tank and pumping arrangements shall be provided by CONTRACTOR at his cost.
- 18.4 Supply of power and water by OWNER in the above - said manner is free of cost to CONTRACTOR. OWNER shall endeavor to maintain supply of power and water uninterruptedly so that WORK can be proceeded without interruption. However, in the event of any interruption in these supplies for short intervals of time due to any repair or maintenance of OWNER's supply system or due to extraneous reasons, CONTRACTOR shall fully co-operate by re-scheduling the day's WORK and shall not be entitled for any extension time-schedule or compensation for idle wages.

#### **ARTICLE -19**

##### **CONSTRUCTION EQUIPMENT**

- 19.1 CONTRACTOR shall provide all tools, tackles, hoisting equipment, safety appliances, ladders, scaffolding, testing equipment and such other facilities as are required for carrying out WORK and OWNER does not undertake to provide any such facility except as provided hereunder. CONTRACTOR's equipment shall be used solely for the purpose of WORK and shall not be removed from SITE by CONTRACTOR without written permission of OWNER. CONTRACTOR shall be responsible to maintain and safeguard CONTRACTOR's equipment' against damage or loss.



- 19.2 Construction equipment available with OWNER and the hire charges for each are described in SCHEDULE-J. These equipments will be operated by OWNER's crew and the hire charges include all running expenses. The hire charges will be reckoned for the period commencing with the time and which is released for use by CONTRACTOR up to time when it is released by CONTRACTOR or time up to which CONTRACTOR has indented for his use whichever is later.
- 19.3 Construction equipment available with OWNER are limited and are intended for the common use or the PROJECT and OWNER does not undertake to place these at the disposal of CONTRACTOR without specific prior commitment. Contractor shall discuss with ENGINEER-IN-CHARGE the requirements and programme of use well in advance and the equipment will be made available only during such times as the ENGINEER-IN-CHARGE agrees to. That OWNERs construction equipment was not available in time or for adequate duration shall not entitle CONTRACTOR for any increase in price or extension of Time schedule unless agreed to otherwise in Schedule of work and in such cases CONTRACTOR shall have to make his own alternative arrangements.
- 19.4 OWNER's construction equipment placed at the disposal of CONTRACTOR shall be used by CONTRACTOR only for the purpose they are intended for and within 'its prescribed limits of application and CONTRACTOR shall be liable to bear cost of repair/replacement in case of any damage due to misuse or wrong application.

#### **ARTICLE-20**

#### **ACCOMMODATION AT SITE & COMMUNICATION FACILITIES**

- 20.1 OWNER does not undertake to provide any covered area or protected accommodation of any kind for use by CONTRACTOR for offices, store, shop or residential accommodation.
- 20.2 OWNER shall allot leveled ground and convenient place in SITE with reasonable distance of the place of WORK where CONTRACTOR may build temporary structures for site-office, store and fabrication shop; and CONTRACTOR shall make arrangements for fencing and security.
- CONTRACTOR shall also make suitable arrangements for sanitation and hygiene in the place allotted to CONTRACTOR.
- 20.3 CONTRACTOR shall make his own arrangements for residential accommodation of staff and workmen, facilities for food and canteen and shall not setup any hutments, barracks or other form of residential units at any place within SITE or on other land belonging to OWNER, unless specifically agreed to.
- 20.4 CONTRACTOR shall make his own arrangements for and telephone/telex communication facilities he needs in carrying out WORK. in case of emergency, OWNER may permit use of available facility for which charges if any shall be borne by CONTRACTOR.



**ARTICLE-21**  
**TESTS ON COMPLETION & TAKING OVER**

- 21.1 CONTRACTOR shall give ENGINEER-IN-CHARGE fifteen (15) days notice in writing of the date on which he will be ready to carry out tests specified in SCHEDULE-A for the WORK or section of WORK if WORK is so divided in SCHEDULE -A. Unless otherwise agreed, these tests shall take place within ten (10) days after the date so notified by CONTRACTOR on such day/days as ENGINEER-IN-CHARGE notifies CONTRACTOR in writing. Tests shall be held as per Technical Procurement Specification and within three (3) days of completion of tests CONTRACTOR shall submit to ENGINEER -IN-CHARGE three (3) copies of the report of the test for his approval.
- 21.2 If in the opinion of ENGINEER-IN-CHARGE the tests on completion are lying unduly delayed, he may by notice in writing call upon the CONTRACTOR to make such tests within ten (10) days of receipt of such notice: and unless otherwise agreed, CONTRACTOR shall make the said tests on such day within the said 10 days as the CONTRACTOR may fix and of which he shall give notice to ENGINEER-IN-CHARGE. If CONTRACTOR shall fail to make the tests within the time aforesaid OWNER shall be entitled to proceed with the tests and all tests as made shall be at the risk and expense of CONTRACTOR.
- 21.3 ENGINEER-IN-CHARGE may require CONTRACTOR at any time before commencement of a test or during the performance of the tests to postpone or suspend the test if in his opinion the arrangements made by CONTRACTOR for carrying out the tests are inadequate or unsatisfactory; and in such case CONTRACTOR shall re-schedule the tests and conduct it in such manner as ENGINEER-IN-CHARGE approves. .
- 21.4 Should any part of WORK fail to achieve the performance specified or to pass the tests prescribed in any other manner CONTRACTOR shall at his own expense effect such changes, consistent with good engineering practice as are necessary to enable the WORK to pass further tests and conduct a fresh test after duly notifying ENGINEER-IN-CHARGE. If during the further tests, the WORK or any part thereof fails to achieve the performance specified. WORK shall not be considered acceptable and CONTRACTOR shall replace, re-do or otherwise rectify them entirely at his own cost until they become acceptable, all within the time-schedule agreed to vide. Article-4, provided that in case the failure to pass tests is within permissible limits as ENGINEER-IN-CHARGE considers acceptable OWNER may, at its own discretion accept the WORK upon appropriate deduction in Contract price as may be provided for elsewhere in CONTRACT or as mutually agreed to.
- 21.5 As soon as WORK has been completed in all respects in accordance with CONTRACT and has passed the prescribed tests, Owner shall issue a certificate taking over the WORK (hereinafter referred to as Taking Over Certificate), stating the date on which WORK has been so completed and passed the tests; and the WORK shall be deemed taken over by OWNER on the said date. In the event of WORK being divided by this CONTRACT into two more sections or not being completed in all respects but only to such an extent that it can be put to use by OWNER without hindering or being hindered by the execution of part remaining- to be completed, OWNER shall be



entitled to take over any section or sections before the other or the others by issuing a Taking Over Certificate in respect thereof.

- 21.6 If by reason of any default on the part CONTRACTOR a Taking Over Certificate has not been issued in respect of every portion of WORK or every portion of a section of WORK within thirty (30) days of the date on which it should have been issued as per Time-schedule agreed in CONTRACT, OWNER shall be at liberty, without prejudice to other rights herein of OWNER .to use the WORK or any portion thereof in respect of which a Taking Over Certificate has not been issued, provided that CONTRACTOR is afforded reasonable opportunity to take such steps as may be necessary to permit issue of Taking Over Certificate.
- 21.7 Issue of Taking Over Certificate or acceptance of WORK or part thereof in any other manner after passing prescribed tests or otherwise shall not relieve CONTRACTOR of his warranty obligations vide Article -30 hereof.

#### **ARTICLE -22**

#### **TEMPORARY STRUCTURES**

- 22.1 Any temporary structure set up at SITE by CONTRACTOR shall be of sound construction taking into account safety of EQUIPMENT and workmen and CONTRACTOR shall be solely responsible for any damage or consequence thereof of the same. If in the opinion of ENGINEER-IN-CHARGE such constructions are not of appropriate design or construction and is likely to imperial safety of EQUIPMENT and/or workmen he may notify CONTRACTOR accordingly and CONTRACTOR shall forthwith forbid its use until it is replaced or suitably modified in an acceptable manner.
- 22.2 Any temporary construction made by CONTRACTOR in connection with WORK shall be dismantled and removed by CONTRACTOR and the entire area where WORK was performed cleared of any surplus or scrap materials, rubbish or debris within Thirty (30) days of issue of Taking over Certificate or such earlier date as ENGINEER-IN-CHARGE may require.
- 22.3 If any temporary structure set up by CONTRACTOR at SITE, including any power and water lines obstruct implementation of PROJECT in any manner at any stage of WORK, CONTRACTOR shall immediately on receipt of notice thereof from ENGINEER-IN-CHARGE dismantle and remove or shift the temporary structure or line, at its own cost, in such a manner that the obstruction is removed.

#### **ARTICLE -23**

#### **INSURANCE AND LIABILITY FOR DAMAGE**

- 23.1 CONTRACTOR shall, during execution of WORK, properly cover up and protect any part of work liable to damage by exposure to weather and shall take every reasonable precaution against accident or damage to work from any cause.
- 23.2 All CONTRACTORs equipment and materials brought to SITE by CONTRACTOR for use in execution of WORK shall be at sole risk of CONTRACTOR. Only such materials as are



actually used in WORK so as to form part thereof will be covered by the insurance cover arranged by OWNER.

- 23.3 OWNER shall have covered by storage-cum-erection insurance policies, EQUIPMENT, Materials supplied by OWNER, OWNERs construction equipment, WORK executed at SITE and OWNER's personnel. These policies apply only to insurance risks at SITE and no other location.
- 23.4 CONTRACTOR shall take care not to cause any damage to any equipment, material and! or construction of and/or any work executed by any other contractors or other third-parties, doing work at SITE and CONTRACTOR indemnifies OWNER against any liabilities, whatsoever, consequent to damage caused by CONTRACTOR or CONTRACTORs workmen in the aforesaid manner.
- 23.5 CONTRACTOR indemnifies OWNER against any loss, damage or other liabilities in consequence of any negligent act or omission by CONTRACTOR or CONTRACTOR's Workmen or theft or pilferage of any material and / or EQUIPMENT handed over lo CONTRACTOR by OWNER. CONTRACTOR shall take appropriate insurance as may be required to cover the above responsibilities.

#### **ARTICLE -24** **WORKING HOURS**

- 24.1 All days observed as Holidays by OWNER shall be Holidays and all other days shall be working days at SITE . CONTRACTOR shall be given, on request, the calendar of such Holidays for year. CONTRACTOR shall carry out WORK normally on working days.
- 24.2 Working hours shall be 8 hours per day on all working days and timing will be as ENGINEER-IN-CHARGE may notify from time to time. Contractor's workmen will be permitted lo enter SITE only thirty (30) minutes prior to commencement of working hours and shall leave SITE within thirty (30) minutes of close of working hour. However in special circumstances such as when ENGINEER-IN-CHARGE is satisfied that nature of WORK for the time being carried out is such that it shall have to be proceeded with uninterruptedly even beyond normal working hours or when CONTRACTOR is behind schedule and would not be able to complete WORK within normal working hours. OWNER shall permit CONTRACTOR and CONTRACTOR shall perform WORK beyond normal working hours and any overtime wages or other costs receivable by CONTRACTOR's workmen shall be fully borne by CONTRACTOR. CONTRACTOR shall seek for permission for engaging in WORK beyond normal hours well in advance.

#### **ARTICLE-25** **SAFETY**

- 25.1 Contractor shall execute WORK in a safe and secure manner always ensuring safety of personnel engaged in WORK. EQUIPMENT, Materials, Construction Equipment and the WORK itself in all its phase. Safety codes for Construction specified in SCHEDULE -P shall be strictly adhered to; and any violation of these will be deemed willful negligence on the part of CONTRACTOR.



- 25.2 In the event of any accident occurring at SITE in connection with WORK, CONTRACTOR shall submit a report of same to ENGINEER-IN-CHARGE immediately, in any case within 24 hours of its occurrence, and shall fully co-operate with OWNER in any enquiry held in connection with the same.

#### **ARTICLE -26**

##### **OWNER's RULES & REGULATION**

- 26.1 CONTRACTOR shall observe and ensure that his supervisors and workmen observe all rules-and regulations of OWNER applicable to SITE as may be communicated by OWNER from time to time. CONTRACTOR shall ensure that his supervisors and workmen engaged at SITE function in a disciplined manner.
- 26.2 Entry to SITE of CONTRACTORs men shall at all times be subject to security regulations of OWNER and controlled by issue of passes. Passes will be issued against application by CONTRACTOR in appropriate form within seven (7) days of receipt of such application. OWNER may reject issue of pass or cancel a pass issued earlier to any person whose presence at SITE, in the opinion of OWNER, is detrimental to the interest of OWNER.
- 26.3 In the event any person or persons including CONTRACTORs REPRESENTATIVE engaged by CONTRACTOR for WORK violates any of the regulations of OWNER or does not function in a disciplined manner or is not in the assessment of OWNER, competent to carry out the work for which he is engaged OWNER may cancel the entry passes issued to such person/persons without any notice and CONTRACTOR shall make arrangements of substitutes immediately.

#### **ARTICLE -27**

##### **STATUTORY REGULATIONS**

- 27.1 CONTRACTOR shall in all matters arising out of performance of CONTRACT conform at his own expense with all Acts, Orders, Regulations, Rules and By-laws of Government of India, State Governments, Local bodies and other authorities there under, for the time being in force and applicable to WORK.
- 27.2 Where any temporary installation, facilities or apparatus set up by CONTRACTOR for carrying out work is subject to statutory regulations, CONTRACTOR shall ensure that these conform to such regulations applicable and also apply for, pay necessary fees and obtain any approval required there under prior to putting the same into use.
- 27.3 Where WORK or any part thereof, other than those covered by Article-27.2 above, is subject to statutory regulations/approval OWNER shall apply for such approvals and pay the fees: but CONTRACTOR shall provide at his own expense all information and assistance necessary to make such applications and to satisfy the Inspecting Authority representing the related statutory body that WORK carried out conforms to applicable regulations. Any WORK or part thereof rejected for non-compliance with statutory regulations shall be modified or replaced by CONTRACTOR at no cost to OWNER within the agreed time schedule so as to make it conform with applicable regulations.



CONTRACTOR shall not be responsible for any such liability if it has occurred due to the sole reason that EQUIPMENT, designs or materials supplied by OWNER do not conform to such applicable regulations.

**ARTICLE -28**

**LAWS RELATING TO LABOUR**

- 28.1.1 CONTRACTOR shall comply with all Acts, Rules, Orders. Regulations, by-laws of Government of India, State Government, Local Bodies or any office, authority or unit, there under pertaining to employment of labour at SITE and procure any license that is required for such employment.
- 28.2 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 times be available for inspection by OWNER. Where the law require that any act of CONTRACTOR shall be carried out only in the presence of a representative of OWNER and witnessed by OWNER it shall be so carried and CONTRACTOR shall request ENGINEER-IN-CHARGE for the presence of OWNER's representative Any Information or reports required from CONTRACT by OWNER, periodically or otherwise, for discharge of OWNER's obligations under such law shall be provided promptly.
- 28.3 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 is provided in Article-44 hereof or otherwise.
- 28.4 Contractor shall be responsible for all obligations under ESI Act, F.F Building and other construction workers welfare cess act 1996. Rules and regulations there under and such other acts and regulations as may be relevant. Deduction towards ESI, P.F, Building and other construction workers welfare cess etc. required as per applicable statutory regulations shall be made by the contractor and the amounts so deducted along with the contractor's own contribution shall be deposited with appropriate authorities. Evidence of this shall be produced by the contractor when called upon to do so by owner/consultant in any case every quarter. In case owner/consultant is called upon to pay any such expenses these shall be reimbursed fully by CONTRACTOR and owner/consultant shall be entitled to recover the same from any amount due to CONTRACTOR.
- 28.5 CONTRACTOR indemnifies OWNER against any claims from any person or persons 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 receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.



- 28.6 In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve such 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 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
- 28.7 CONTRACTOR may have access to 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.

### **ARTICLES -29**

#### **APPRENTICES ACT**

- 29.1 CONTRACTOR shall comply with provisions of the Apprentices Act, 1961 and any amendments thereto as well as any Rules made or orders issued there under from time to time.
- 29.2 CONTRACTOR shall submit to OWNER periodically statement giving the number of workmen engaged by CONTRACTOR in each category and the number of apprentices engaged in the corresponding category.

### **ARTICLE -30**

#### **WARRANTY AND MAINTENANCE PERIOD**

- 30.1 CONTRACTOR warrants the WORK will be carried out in full conformity with drawing, designs and specification provided by OWNER, in compliance with applicable statutory regulations for the time being in force, in accordance with recognized standards and codes of practice, as per good engineering practice and in a professional and workman-like manner.
- 30.2 In the event of any defect being noticed in the quality or workmanship of WORK or any part thereof or any material provided and used by CONTRACTOR in WORK, within a period of eighteen (18) months from the day it is taken over as per Article 21 or twelve (12) months from the day it is put into service by OWNER whichever expires earlier, or during the execution of WORK, OWNER shall issue notice to CONTRACTOR slating the nature of defect so noticed and CONTRACTOR shall, at his own cost, make good the affected WORK promptly. if CONTRACTOR fails to do so within reasonable period, or if in the opinion of OWNER, CONTRACTOR is unable to do so, or the repair! replacement cannot wait till CONTRACTOR is able to do it OWNER may either directly or through such other agencies as OWNER may deem fit, get defective part of WORK made good, all at the risk and cost of CONTRACTOR. Notwithstanding the period specified above, in case of civil constructions, the period of warranty will extend at least up to the end of first monsoon after the WORK is taken over vide Article - 21.
- 30.3 An item of WORK so repaired or replaced shall carry a further warranty as per Article 30.2 above



- 30.4 During the period of warranty, CONTRACTOR's representative shall be available at SITE or at such place from where he can come to SITE immediately on request by OWNER and he shall be authorised by CONTRACTOR to carry out any repairs or maintenance as CONTRACTOR is obliged to carry out under the above warranty.
- 30.5 CONTRACTOR shall not be liable for any defect owing to defective design, specifications, drawings or information provide by OWNER in writing based on which WORK has been executed or to defective EQUIPMENT or material provided by OWNER or to improper use of WORK by OWNER. Normal wear and tear shall not be treated as defect in WORK. -
- 30.6 On expiry of the said warranty period or on completion of CONTRACTOR's obligations under the warranty, whichever is later OWNER shall issue to CONTRACTOR a Discharge Certificate, stating that CONTRACTOR is discharged of these warranties and release any amounts retained or other form of security held by OWNER in lieu of security by CONTRACTOR for said warranties.

**ARTICLE -31**  
**GUARANTEE FOR TIME-SCHEDULE**

- 31.1 CONTRACTOR guarantees that WORK will be executed as per time-schedule agreed to herein vide Article-4.
- 31.2 In the event of any delay in completion of WORK or part thereof as per agreed schedule, due to reasons other than those specifically exempted vide Article 15.7, 32.2 and 40.3 hereof, OWNER may deduct from the considerations due to CONTRACTOR under CONTRACT or otherwise recover from CONTRACTOR in lieu of liquidated damages, a sum calculated at half of one percent ( $\frac{1}{2}\%$ ) of the Contract Price due to CONTRACTOR for the portion of WORK agreed to be carried out by CONTRACTOR till the date on which the delayed item is due to be completed, for each week of delay subject to a maximum of 7.5% (seven and half) percent of total Contract Price. Any payments recovered from CONTRACTOR by way of Liquidated damages for delays in earlier stages of WORK shall be reduced from the sums-due under this Article 31.2. It is understood and agreed that such amounts due represent the losses suffered by OWNER because of delay in WORK by CONTRACTOR and it shall not be necessary for OWNER to establish the actual amount of losses suffered, irrespective of whether the WORK or part thereof could be put to any use by OWNER had it been completed by CONTRACTOR as per schedule.
- 31.3 For the purposes of Article 31.2 - completion of WORK or part thereof shall mean taking over by OWNER of WORK or part thereof (as is applicable) after satisfactory completion of tests vide Article 21 hereof.

**ARTICLE -32**  
**DELAY BY OWNER**

- 32.1 In case of delay in supply by OWNER of Designs and Drawings, EQUIPMENTS, materials, Construction Equipment, Power and water for construction and/or any



other item to be supplied by OWNER as per CONTRACT, or in the interruption of supply thereof, CONTRACTOR shall be informed in advance of such delay, wherever possible, and CONTRACTOR shall be re-schedule WORK in such a manner that no infractors expenditure is incurred.

- 32.2 In case delay by OWNER is of a substantial nature and has effected WORK or part thereof in such a manner that it cannot be proceeded with as per agreed schedule, the time-schedule for the part so affected shall be extended correspondingly. Decision of ENGINEER-IN-CHARGE shall be final in respect of any extension of time.
- 32.3 In any case CONTRACTOR shall not be entitled for any financial compensation or increase in Contract Price in consequence of such delay or interruption.

### **ARTICLE -33**

#### **SPECIAL CONDITIONS OF CONTRACT**

- 33.1 The Special Conditions of CONTRACT specified vide SCHEDULE - Q hereof shall form part of CONTRACT, and wherever the provisions under Special Conditions of CONTRACT are in conflict with any of the provisions vide Article 2 to Article 48 hereof, provisions in the Special Conditions of Contract shall prevail.
- 33.2 Definitions vide Article-1 hereof shall apply to Special Conditions of Contract also and any supplementary Definitions given therein need not necessarily apply to other sections of CONTRACT.

### **ARTICLE -34**

#### **SUBLETTING AND ASSIGNMENT**

- 34.1 CONTRACT shall be binding and insure to the benefit of the parties hereto and to their successors in right and shall not be assignable by either unless the other party has given its consent in writing to such assignment.
- 34.2 CONTRACTOR shall not sublet or sub-contract any or all of 'its obligations under CONTRACT to any other party without prior written consent of OWNER. In the event of CONTRACTOR subletting the WORK or part thereof to any other party or engaging any sub-contractor, CONTRACTOR shall still be responsible to OWNER for performance of the whole CONTRACT and shall ensure that such other party to whom WORK or part thereof is sublet or sub-contracted perform the portion of WORK so sublet or sub-contracted as per provisions herein and the persons employed at SITE by such Other party shall be deemed employed by CONTRACTOR.

### **ARTICLE -35**

#### **CLAIMS**

- 35.1 Claims by CONTRACTOR for any disputed items shall be logged with ENGINEER-IN-CHARGE within thirty (30) days of disallowance of the same failing which the claim shall be deemed to have been waived.



**ARTICLE -36****PATENTS**

- 36.1 OWNER warrant on their part that any design or instruction given by OWNER shall not be such as will cause CONTRACTOR infringe any Letters Patent, Registered Designs, Trade Marks, Copy Right or other protected right valid in India in the performance of WORK.
- 36.2 Subject to Article 36.1 CONTRACTOR indemnifies OWNER against any claim for infringement by CONTRACTOR of any Letters of Patent, Registered Design, Registered Trade Mark or Copy-Right or other protected right valid in India in performance of CONTRACT. In the event of any action being brought against or claims or demands being made on OWNER because of any infringement or alleged infringement by CONTRACTOR of any of the said rights; CONTRACTOR shall immediately be notified of the same and CONTRACTOR shall within a reasonable period of time and at its own cost, make such claims or in WORK as would make it non-infringing upon any such rights or pay such claims or demands or otherwise procure for OWNER such rights as would enable OWNER to continue with the-use of WORK without infringement of such rights OWNER shall not settle such action or satisfy or compromise any such claims without the written consent of CONTRACTOR and in the event of any such infringement or alleged infringement leading to litigation CONTRACTOR shall conduct the same and OWNER shall co-operate with CONTRACTOR in all reasonable manner.

**ARTICLE -37****SECRECY**

- 37.1 All drawings, designs, specifications, and other documents and information contained herein and any instruction given by OWNER in the performance of CONTRACT, whether patented or patentable or not, shall always remain the exclusive property of OWNER and CONTRACTOR at no time shall question or dispute such right of OWNER. For a period of fifteen (15) years form the DATE OF CONTRACT, CONTRACTOR shall keep the above documents and information and the knowledge that OWNER employs information contained in said documents and for PROJECT as secret and confidential and shall not reproduce them or divulge them to any third-party without the specific written approval of OWNER and shall not use them for any purpose other than those covered by the intents of CONTRACT. Such documents are given on loan by OWNER to CONTRACTOR for the limited purpose of execution of WORK and are subject to return on demand.
- 37.2 CONTRACTOR shall not publish or cause to be published any information on PROJECT, CONTRACT, WORK covered by CONTRACT or CONTRACTOR's participation in it without, the prior written consent of OWNER.
- 37.3 The provisions of this article shall survive expiry or earlier termination / suspension of CONTRACT.



**ARTICLE -38**  
**NON-WAIVER**

Any failure by either party at any time, or from time to time enforce or require strict observance and performance of any of the terms and conditions of CONTRACT, or to exercise any rights hereunder, shall not constitute a waiver of such terms and conditions or rights, unless such rights have lapsed under specific provisions elsewhere in CONTRACT, and shall not affect or impair same or the right of either party any time to avail of same.

**ARTICLES -39**  
**LANGUAGE & UNITS**

CONTRACT is drawn in the English Language. All correspondence between the parties in performance of CONTRACT shall be in the English Language Metric system of measurement shall be followed.

**ARTICLE -40**  
**FORCE MAJEURE**

- 40.1 Neither CONTRACTOR nor OWNER 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 therefore. For the purpose 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 willful 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.
- 40.2 If the situation of Force Majeure extends for a period exceeding thirty (30) days the parties shall meet together and discuss the further course of action, provided that if CONTRACTOR's performance is affected OWNER may at his option and at any time remove from the scope of CONTRACTOR the portion of WORK so affected and have it executed by any other agency as OWNER may deem fit and reduce from the consideration payable to CONTRACTOR a proportionate amount.
- 40.3 CONTRACTOR shall be entitled for extension of time-schedule vide Article -4 for the performance of the portion of WORK affected by the situation of Force Majeure by a reasonable period but shall not be entitled to any financial compensation such as idle wages or escalation in cost. Decision by ENGINEER IN-CHARGE shall be final in respect of any extension of time.



**ARTICLE-41**  
**SETTLEMENT OF DISPUTES**

- 41.1 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.

- 41.2 The decision or the Arbitrator shall be final and binding on both parties.

**ARTICLE -42**  
**LAW AND LEGAL JURISDICTION**

- 42.1 CONTRACT shall be governed and construed by Laws of India.
- 42.2 Any legal proceedings relating to CONTRACT shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.

**ARTICLE -43**  
**SUSPENSION AND TERMINATION**

- 43.1 In the event OWNER is unable or unwilling to complete or is compelled to postpone its activities relating to PROJECT at any stage during the currency of CONTRACT. OWNER may either suspend or terminate CONTRACT by giving CONTRACTOR thirty (30) day's notice.
- 43.2 If CONTRACTOR shall fail or neglect to execute WORK with all due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by OWNER in connection with WORK or shall otherwise commit breach of any of the provisions of CONTRACT, OWNER may give CONTRACTOR notice in writing requiring lo make good such failure, neglect or breach. Should CONTRACTOR fail to comply with the notice within the time specified therein, then OWNER shall without prejudice to other rights of OWNER under CONTRACT, be at liberty to have



such WORK or portion of work as CONTRACTOR has failed or neglected to execute, executed directly or through any other agency OWNER deems fit at the risk and cost of CONTRACTOR; and OWNER shall have the free use of all of CONTRACTOR's equipment, materials and other things of the time being available at SITE for getting the WORK completed in the above-said manner to the exclusion of any right of CONTRACTOR over the same, without being responsible to CONTRACTOR for fair wear and tear thereof. OWNER shall further be entitled to apply the proceeds of such equipments and unused materials of CONTRACTOR and any balance amount that may be due to CONTRACTOR for WORK actually executed towards any claims on OWNER from third parties in consequence of failure, neglect, refusal or contravention by CONTRACTOR and! or towards any expense that OWNER might have incurred in getting the WORK completed in the above said manner, in excess of what OWNER would have had to pay CONTRACTOR as per CONTRACT.

- 43.3 If CONTRACTOR shall become bankrupt or insolvent or have a receiving order made against him or shall compound with his creditors or shall commence to be wound up otherwise than for the purpose of reconstruction or shall carry on its business under a Receiver for the benefit of its creditors, OWNER may at its sole discretion either:
- a) Terminate CONTRACT forthwith by notice in writing to CONTRACTOR or the Receiver or the Liquidator or to any other person in whom the CONTRACT may become vested and have the remaining WORK executed at the risk and cost of CONTRACTOR in the same manner as specified in Article 43.2 above, or
  - b) give such Receiver, Liquidator or other person as aforesaid the option of carrying out the CONTRACT subject to his providing security for the due and faithful performance of CONTRACT up to such amount as may be mutually agreed upon.
- 43.4 In the event of suspension of CONTRACT vide Article 43.1 above, immediately on receipt of notice therefore from OWNER. CONTRACTOR shall suspend all activities at SITE except those essentially to be carried out to safeguard and secure WORK for the time being in progress in a safe manner without wastage of materials and temporarily disband or reassign CONTRACTOR's workmen except those essentially required at SITE such as for security of CONTRACTOR's equipment and materials. CONTRACTOR shall re-mobilise its workmen and re-commence WORK within fifteen (15) days of receipt of notice from OWNER requiring CONTRACTOR to do so. All costs reasonably incurred by CONTRACTOR in connection with temporarily winding up WORK, maintenance of SITE during period of suspension and re-mobilisation on withdrawal of suspension order shall be paid by OWNER in addition to Contract Price specified herein, and the amount of such additional sum shall be mutually agreed to between the parties based on detailed information provided by CONTRACTOR. CONTRACTOR shall further be entitled to extension of time-schedule corresponding to the period of suspension including permitted period for re-mobilisation.
- 43.5 In the event of termination of CONTRACT vide Article 43.1 above, immediately on receipt of notice therefore from OWNER, CONTRACTOR shall take all steps for winding up work such as cancellation of any pending orders and termination of any sub-contracts that CONTRACTOR might have entered into with others in connection with



WORK, safeguarding and securing of any WORK in progress in a safe manner, disbanding of workmen, removal of temporary construction made by CONTRACTOR at SITE and return of all EQUIPMENT, special tools, unused materials and documents that OWNER has supplied to CONTRACTOR. OWNER shall pay CONTRACTOR for the portion of WORK executed till such termination less amounts already paid, together with any reasonable cost necessarily incurred by CONTRACTOR pursuant to such termination as may be mutually agreed upon between the parties hereto based on detailed information provided by CONTRACTOR. CONTRACTOR shall not be entitled for any payment in respect of the portion of WORK left unexecuted.

- 43.6 Upon termination of CONTRACT for any reason, obligations of the parties hereto shall cease except for the liabilities of either party to the other in respect of obligations that accrued prior to the date of such termination.

**ARTICLE -44**

**RECOVERY OF DUES FROM CONTRACTOR**

- 44.1 OWNER shall have recourse to CONTRACTOR for any costs, claims, demands, proceedings damages and expenses whatsoever arising out of or in connection with any failure of CONTRACTOR to perform any of his obligations under the terms of CONTRACT.
- 44.2 Any amount due from CONTRACTOR as per CONTRACT shall be deducted from money due or becoming due to CONTRACTOR under CONTRACT or under any other account or may be recovered by arbitration vide Article 41 or by action at law.

**ARTICLE -45**

**CONSEQUENTIAL LOSSES**

- 45.1 Liabilities of either party to the other are limited to those specifically provided for herein
- 45.2 Neither OWNER nor CONTRACTOR shall under any circumstances be liable in respect of any indirect or consequential loss or loss of business or loss of profit suffered by the other party in connection with or arising out of CONTRACT except as specified in Article - 31 hereof.

**ARTICLE -46**

**EFFECTIVE DATE AND VALIDITY**

- 46.1 CONTRACT shall become effective on signature by either party after the other.
- 46.2 Unless terminated by OWNER, CONTRACT shall remain valid till obligations of both parties are fulfilled.

**ARTICLE -47**

**NOTICES & ADDRESSES**

- 47.1 All notices under CONTRACT shall be in writing.



47.2 Except as otherwise specified in CONTRACT it shall be sufficient in all respects if notices are either delivered at or sent by registered post at following addresses:

- a) To OWNER
- b) To CONTRACTOR

47.3 Any telefax messages sent shall be confirmed in writing in the above-said manner.

**ARTICLE -48**  
**ENTIRE AGREEMENT**

48.1 CONTRACT to the exclusion of all prior agreements statements or representation, whether oral or written, constitutes the full agreement between the parties hereto relating to WORK.

48.2 No variations to the terms of CONTRACT shall be valid unless it is made in writing and signed on behalf of both OWNER and CONTRACTOR by their respective authorised representatives.

**SCHEDULES**

**SCHEDULE – A SCOPE OF WORK**

The scope of work covered in this contract shall be in general as below, without being limited to the same.

The scope of work pertains to **Fabrication, Erection & related civil works of 2 nos of hoardings at FACT Udyogamandal Township**, as per terms and conditions of this tender documents.

**SCHEDULE -B - PROGRAMME OF WORK**

The bidder to submit his programme of work in the form of a **bar chart** or in any other form so as to complete the whole work within the specified time of completion. **For detailed time of completion and program of work, refer special requirements of the project attached.**

**SCHEDULE - C - TECHNICAL DOCUMENTS**

The technical documents applicable for the WORK is attached as follows

1. Special requirements of the project
2. Technical conditions of the project
3. Tender purpose drawings & Specifications



**SCHEDULE -D - SITE CONDITIONS****LOCATION**

The work is to be carried out in **FACT-Udyogamandal** as detailed in Special Requirements of the Project.

**SCHEDULE-E - SUPPLIES BY OWNER**

List of Material supply by owner shall be as per the attachment '**TECHNICAL SPECIFICATIONS & SPECIAL REQUIREMENTS OF THE PROJECT**'.

**SCHEDULE-F- SCHEDULE OF PRICES**

The tenderer is advised to fill in the following sheets which will form the schedule of prices of the contract.

FORM F. 1	-	Bill of quantities and rates
FORM F. 2	-	Price summary
FORM F. 3	-	Schedule of rates for extra items of works

**SCHEDULE-F**

**Form F1 and F2** See BOQ attached separately

**Form F-3** Schedule of rates for extra items of works

The following procedure will be followed for computing unit rate for any extra items of work.

If

- A is the initial contract price.
  - B is the value of work for items and quantities conforming to 'A' but as per KPWD Schedule of rates applicable for this region on the date of tender opening.
  - C is the rate for extra items as per KPWO rate as mentioned in B
- then the rate applicable for extra item =  $A/b \times C$

If the rates for extra items of work done are not available in the Kerala P.W.D. Schedule of rates, then the rate shall be arrived at adding cost of materials used, Labour employed and hire charges of machinery used all that is necessary for work plus a margin of 10% to cover over heads & profit.

SIGNATURE OF CONTRACTOR



**SCHEDULE- G - PAYMENT SCHEDULE****1.0 MOBILISATION ADVANCE**

No mobilisation advance will be paid.

**2.0 SECURED ADVANCE (Not applicable for this tender)****3.0 RUNNING BILLS**

Interim, On account payments will be made against monthly running bills depending on progress of work at 95% of value or part of work executed (**Refer clause no:5 below**) after deducting income tax and any other amount due to owner as per the above schedule, after deduction on following accounts:

1. Cost of departmental issues proportionate to quantity used in WORK measured and billed for including wastage and losses.
2. Hire charges for OWNER's construction equipment used till date of respective running bill.
3. Income tax at prevailing rate.
4. Any other amount due from CONTRACTOR to OWNER.

**4.0 FINAL PAYMENT**

Final contract price based on WORK actually performed, will be paid after completion of WORK in all respects, issue of taking over certificate by OWNER, settlement of account of all departmental issues and reconciliation of its use/return, clearance of SITE and removal of temporary structures and debris and settlement of all pending claim on account of labour employed by CONTRACTOR AT SITE, after adjustment for the following.

- i) Deduction of all previous payment made.
- ii) Recovery of value of departmental supplies including penal recoveries if any
- iii) Recovery of hire charges for OWNER's construction equipment made available for WORK
- iv) Recovery of liquidated damages if any due
- v) Income tax at prevailing rate
- vi) Any other amount due from CONTRACTOR to OWNER

At the time of Final payment CONTRACTOR shall give OWNER the release certificate as per SCHEDULE – N through the Engineer-in-charge of the work.

**5.0 PAYMENT TERMS**

For detailed payment terms, see '**Special Requirements of the Project**'.

**SCHEDULE - H - SITE FACILITIES**

The following site facilities will be provided by OWNER at no cost to CONTRACTOR as provided in Article 18 and 20 of Proforma Contract.



1. Electric Power at nominal supply voltage of 415V, 3 phase, 50C/s wire system at one point not more than 200 M from the work spot. and further connections has to be arranged by the contractor himself. The necessary panel boards, wire switches have to be arranged by the contractor and according to safety regulations in FACT.
2. Construction water supply at minimum pressure of 1 Kg/cm<sup>2</sup>, at one point not more than 150 M from the work spot. For use of construction water at higher elevations, contractor has to make his own arrangements for surface tanks and pumping.
3. Leveled ground within project area for the contractor to build his temporary site office, stores, shops, etc. The location and area requirements will be decided by the Engineer-in-Charge in consultation with Contractor prior to start of WORK. Open space for site office and storage will be provided free of cost. Sheds if erected Shall conform to FACT 's safety and security regulations and shall be put up only with specific sanction. The sheds shall be demolished and the site cleared by the contractor on completion of work.

NOTE: CONTRACTOR SHALL PROVIDE THE FOLLOWING INFORMATION ALONG WITH THEIR QUOTATION.

1. List of electrical equipments / tools proposed to be deployed for the work indicating KW rating of each and maximum demand.
2. Peak requirement of construction water,
3. Land space required by contractor for site office, site stores and workshop.

#### **SCHEDULE – J - OWNERS' CONSTRUCTION EQUIPMENT**

The crane and heavy equipment's at FEW shall be given free of cost to the contractor, subject to availability. **The contractor shall make all other necessary lifting / handling arrangements which cannot be met by the crane and heavy equipments supplied by FEW.**

#### **SCHEDULE – K - PROCEDURE FOR TESTS**

Test requirements and applicable codes/standards for the WORK are indicated in attached Technical specifications & Special Requirements of the Project.



**SCHEDULE – L**

(On Rs.500/- STAMP PAPER)

**THE FERTILISERS AND CHEMICALS TRAVANCORE LTD.  
UDYOGAMANDAL****FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT  
(TO BE OBTAINED FROM A NATIONALISED BANK)****SECURITY DEPOSIT**

The Fertilisers And Chemicals Travancore Ltd.  
FACT Udyogamandal Division

WHEREAS the FACT Engineering Works, Palluruthy, a Division of Fertilisers And Chemicals Travancore Ltd., Udyogamandal P.O. Kerala (hereinafter called referred to as the Company) has placed a Work Order No..... dated .....with M/s.....

(hereinafter called the Contractor), for the..... work.....and whereas it is one of the conditions of the said work order that the Contractor shall either remit a Sum of Rs..... (Rupees.....only) or furnish a Bank Guarantee for Rs.....(Rupees..... only) as Security Deposit for the due fulfillment of the said Work Order by 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 up to a maximum of Rs.....(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 if 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 dispute or disputes raised by the said Contractor in any suit or proceeding pending before any court or Tribunal relating there to our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment thereunder and 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 all the dues of the Company under or by virtue of the said contract have been fully 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 any of the terms and conditions of the said contract or to extend time of performance by the said contractor or 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 presents 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 the 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 I forfeited and we shall be relieved and discharged from all liabilities thereunder. Notwithstanding anything contained herein before, our liability under this guarantee shall be limited to an amount not exceeding Rs.....(Rupees..... only)

Any notice by way of request, demand or otherwise hereunder may be sent by registered post to the Bank addressed as aforesaid and is 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 envelop containing the notice was posted and certificate 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 guarantee shall be settled by courts having jurisdiction over Udyogamandal In Kerala State where the registered office of the Company is situated and no other court shall have jurisdiction in this 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.....



For (Name of Bank)  
Authorised Official  
Name:  
Designation:

Place:

Full address of the  
Branch issuing this  
guarantee:

(BANK SEAL)

**SCHEDULE - M**

**PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE – Not applicable for this tender**

**SCHEDULE - N**

**PROFORMA FOR RELEASE CERTIFICATE**

KNOW ALL MEN BY THESE PRESENTS, THAT .....  
.....(hereinafter referred to as  
CONTRACTOR), for and in consideration of the receipt of the sum of  
Rs..... by Contractor from FACT, representing the final payment  
under Contract No.....dated the.....day of  
.....between CONTRACTOR and FACT, hereby releases and forever discharges  
FACT and..... their respective successors and  
assign, and the property of either of them from all claims and demands whatsoever in any  
manner arising out of, or related to said Contractor labour performed or materials and  
equipment furnished by the contractor in connection with, or incidental to the construction  
of.....  
.....

For FACT at.....

Inconsideration of, and for the purpose of, including FACT to make, the aforesaid final  
payment, the Contractor hereby represents, warrants and agrees that (1) all sums due or to  
become due all debts, accounts, damages, obligations, claims and demands of every nature  
and kind whatsoever in any manner arising out of, or related to, labour performed or  
materials and equipment furnished in connection with, or incidental to, said construction  
have been paid and satisfied, (2) there are no unsettled claims for injuries to, or death of, any  
persons or damage to, or destruction of, property in any manner arising out of, or related to  
the aforesaid construction and (3) it shall indemnify and hold harmless FACT and  
.....their respective successors and assigns from and  
against any claims, demands liens, claims of lien, judgment, attachments and costs related  
hereto in any manner, arising out of, or related to, the aforesaid construction.



The contractor acknowledges, the guarantee purposes, that the date of acceptance of the work performed under Contract No:..... is hereby established as.....

Whenever used in the within instrument of release and indemnity, the name FACT shall refer to THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED.

IN WITNESS WHEREOF, Contractor has caused this instrument to be executed by its duly authorised officers this.....day of..... 20

(CORPORATE SEAL)

WITNESS:.....

Name of Contractor

NAME.....

SIGNATURE.....

SIGNATURE .....

TITLE.....

TITLE.....

PLACE.....

DATE.....

### **SCHEDULE - P – Safety Code**

#### **SAFETY PRACTICES**

1. The Contractor shall observe all statutory and legal requirement by Central and State Governments applying to the work as well as any local regulations applying to the site issued by OWNER or any authority.
2. Particular attention is drawn to the following:
  - a) In case of accident, OWNER's 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 etc.
  - c) Compliance with all electricity regulation.
  - d) Compliance with statutory requirements for inspection and test of all lifting appliances and auxiliary lifting gear.
3. Staircases, doors or gangways must not be obstructed in any way that will interfere with means of access or escape.
4. The Contractor shall notify OWNER of his intention to bring on site any equipment or container holding liquid gaseous fuel of other substances which might create a hazard. The OWNER 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 OWNER. In case approvals are required from Chief Inspector of Explosives or any statutory authorities, the contractor shall be responsible for obtaining the same.
6. The Contractor shall be responsible for safe storage and use of any radiographic sources or those of his sub contractors,
7. WORK Permit in the prescribed proforma shall be obtained from OWNER's 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 such as welding, gas cutting, soldering, grinding etc.
  - b) Sand blasting.
  - c) Entry into hazardous and potentially hazardous areas.
8. Good house keeping must be practiced by Contractors personnel at all times within the project area.
9. 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.-
10. Any unsafe work practice I working conditions during execution of work shall be corrected immediately on bringing the same I the attention of contractor by OWNER's safety Engineer.
11. Contractor shall strictly adhere to safe traffic practices within project area with respect to speed limit, parking of vehicles etc.
12. Electrical Safely Regulation
  - 12.1 In no circumstances will the contractor interfere with fuses and electrical equipments belonging to the OWNER, or other contractor.
  - 12.2 Before the contractor connects any electrical appliances to any plug or sockets belonging to the other contractor or OWNER, he will:
    - a) Satisfy OWNER/Engineer - in - Charge that the appliance is in good working condition
    - b) Inform the OWNER/Engineer-in-charge of the maximum current rating, voltage and phase of the appliance.
    - c) Obtain permission from OWNER/Engineer-in-Charge for taking power connection from specified point.



- 12.3 Permission for power connection will not be granted until OWNER/Engineer-in-Charge is satisfied that the appliance is in good working condition and proper earthing connection provided.
- 12.4 No electric cable in use by other contractor/OWNER 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.
- 12.5 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.
- 12.6 Contractor shall employ a full time electrician to maintain the temporary electrical installation of the contractor.
- 12.7 Contractor shall follow detailed Safety Procedure issued by OWNER at the time of commencement of work and updated from time to time.

#### **SCHEDULE - Q**

#### **SPECIAL CONDITIONS OF CONTRACT**

- 1.0 The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein and codes referred to. Where the Tech, 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 these additional requirements shall also be satisfied. In the absence of any standard / specification covering any part of the work covered in this Tender, the specifications to be followed shall be latest CAWD specification applicable in this region and instruction/directions of En will be binding in the contractor.
- 2.0 Materials, will be issued only for works specified in the contract and not for making templates, other temporary works etc. and the same shall not be taken into account for purpose of materials reconciliation.
- 3.0 The contractor shall bear all other costs including lifting, carting from issue point to work site / Contractor's store, custody and handling etc and return of surplus/scrap materials to OWNER's storage, points or scrap yard to be designated by the Owner etc. and no separate payment, for such expenditure will be made.
- 4.0 All steel shall be issued in available Lengths/shapes and no claim for extra payment on account of issue of non-standard Lengths/Out of shape will be entertained. Cement as received from the manufacturer/ stockiest will be issued to the contractor, The theoretical weight of each bag of cement for PURPOSES will be considered as 50 Kgs. or 20 bags per MT. Any type of cement and in any container as received from manufacturer/stockists shall be issued to the contractor at free of cost and the



relevant quoted rates shall hold good for the use of the same in the works. No claim whatsoever shall be entertained on this account.

Cement bags weighing up to four percent (4%) less will be accepted by the contractor, and charged for as 50 kg per bag. Any shortage in the weight of any cement bag by more than four percent (4%) will be to Owner's account, if such shortages are pointed out by the contractor at the Owner's stores at the time of issue of cement. Any shortage, if notified after issue of cement will be to Contractor's account. Such principle will be applicable in case of return of surplus cement by the contractor to Owner's storage points.

- 5.0 The steel materials will be issued on weight basis. On receipt of each consignment, the contractor shall take samples and verify to find out whether its weight confirms to standard weight. If there is any difference in weight the same shall be brought to the notice of the Engineer-in-charge within a week. For the purpose of billing and accounting, standard weight only will be considered. In case the actual weight varies from the standard weight the actual weight shall be considered for arriving at the weight of steel.
- 6.0 When reconciliation of materials is done the wastages/scrap generated shall be suitably segregated in the items of departmental supply indicated in Schedule - E.
- 7.0 The contractor will have to submit his design mix for different grades of concrete, keeping in view the requirements stipulated in IS-456, specifically regarding slump and water cement ratio, and specific gravity of materials brought to site and analysed in the laboratories.

The theoretical consumption of cement shall be worked out. For other than concrete items the consumption of cement shall be adopted as per CPWD practice. The theoretical consumption of cement thus worked out shall be binding upon the contractor for reconciliation of cement issued by the Owner. For any excess/under consumption based on these the contractor shall be suitably penalised. Though, however, a variation of three percent (3%) shall be considered, while effecting the penal recovery. No other allowance whatsoever shall be taken for reconciliation purposes.

- 7.1 Any unused quantity of cement and steel not returned and variation/wastage consumption beyond specified/agreed limits shall be charged at penal rate as per Schedule-E. For steel scrap/wastage/loss upto specified limits, if the contractor is not in a position, to account for due to any reason and if the same is not returned to owner's storage points, the same will also be charged at penal rate mentioned in Schedule-E. The theoretical consumption of steel and cement required for the work will be calculated on the basis of approved drawings/joint measurements. In case of cement, the theoretical rates of consumption shall be decided by the Engineer-in-charge as mentioned above and his decision in this regard shall be final and binding on the contractor.



## 7.2 Cut pieces and Scraps

Balance quantities of all materials issued from the company to the contractor including all cut pieces of steel materials should be returned by the contractor to the company's stores/scrap yard and receipt be obtained. In the case of steel materials the total quantity of cut pieces including wastage shall not exceed 5% of the total quantity used in the work. In the quantity of 5% permitted as wastage and cut pieces, the wastage due to invisible losses during cutting and fabrication shall not exceed 2% of the quantity used in the work and such wastage need not be accounted. Out of the remaining 3% of cut pieces, credit will be given to the contractor for reinforcement rods 3M and above in length, and structural steel sections of 0.6 M and above in length and MS. Plates of 02 M above in size. For the remaining cut pieces no credit will be given to the contractor. Further if any quantity of steel materials issued to the contractor remains unaccounted at the close of the transactions except as provided above, recovery will be made from the contractor for such unaccounted materials at penal recovery rate. Wherever cutting diagrams are issued! approved by FEW/FACT the wastages will be calculated accordingly.

## 8.0 **DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE**

To distinguish between work in foundations and superstructures, the following criteria shall apply.

- 8.1 For all Equipment Pedestals; pipe Racks, foundations and other R.C.C. structure, work done upto 300mm level above finished grade level will be taken as work in foundations and work above this level will be treated as work in superstructure and payments would be made accordingly.
- 8.2 For building only (Both for stone / brick and R.C.C. works) all works upto level corresponding to finished ground floor level within the buildings shall be treated as work in Foundations and plinth' and all works above the finished floor level shall be treated as work in superstructure.
- 8.3 Irrespective of what has been stated above all payments, R.C.C. retaining walls and all pipe sleepers and any like structures would be taken as work done in foundations irrespective of nomenclature and levels given any where and irrespective of the locations.
- 8.4 Where not specifically pointed out all works in Cellars/Sumps, Tank Pads, Cable Trenches and other Trenches or such similar items would be taken as work in foundations.
- 8.5 Unless otherwise stated, the rates for the various items of works shall be for works at all heights.
9. Empty containers/gunny bags etc. need not be returned.



10. a) The contractor will be responsible to cover the Employees under ESI Act and to fulfill all Statutory Regulations in force in this regard.
- b) Wherever the Contractor has been allotted Employer's Code Number by the ESI Corporation, the Contractor is responsible to remit the contributions under ESI Act under his own Code Number and produce the details and evidence of having complied with the same along with running bills.
- c) Where the number of workers are more than 20, the Contractor has to apply and get a Code Number and follow the above procedure.
- d) Wherever the number of workers are less than 20 and the Contractor is not given any employer's Code Number, the payment will have to be made by the Contractor under FEW/FACT'S Employer Code No. For this purpose as soon as the Employees are brought to work, they should be registered with the ESI Corporation and separate Registration Cards, Insurance Numbers etc. are to be obtained and medical cards are to be given to the employees for availing the benefit under ESI Act. The Contractor should calculate the contributions payable as per ESI Act and remit the same through prescribed ESI challans into a Bank under FEW/FACT'S Code Number. The Contractor should produce evidence of having paid the same together with a copy of the page Register of all employees under him duly certified by the Project Manager/Engineer-in-Charge concerned. This is to be done whenever bills are prepared and sent to Finance Dept. for payment. In case the evidence of remittance of ESI contributions etc. is not produced payments to Contractor is liable to be withheld till such time the required documents are produced.
- e) If a Contract worker, covered under the ESI Scheme, meets with an accident, while on duty the concerned Contractor should fill up the prescribed form under ESI Scheme and with the endorsement of the Resident Construction Manager/Project Manager/Engineer-in-Charge and Personnel Manager submit the same to the concerned ESI Local Office within twenty four hours of the occurrence of the accident.
- f) The percentage of wages to be recovered from employees, contributed by the Contractor and remitted to the ESI Authorities as per Clause-II of this Special Conditions of contract shall be as fixed by the ESI Corporation from time to time and also as applicable to the area where the work site is located.
- 11 In case ESI coverage is not applicable, policy under workmen's compensation Act has to be produced for evidencing coverage of all contractor's employees / workmen engaged at the site for the work.
12. **PROVIDENT FUND**  
Provident Fund Contribution as per statutory regulation are to be remitted by the Contractor. The Contractor shall remit the Provident Fund Contribution directly or through FACT PF Department and documentary proof to be shown to FEW/FACT. If the Contractor fails to do so FACT will deduct total Provident Fund Contribution from the Contractor's Bill.
13. "All the bidders must have registered with the PF Department and obtain a code number in case evidence of the same is not Produced along with the Bid, the Bid of such contractors will be rejected.
14. **WAGES TO CONTRACTOR WORKERS:** 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 5<sup>th</sup> of every month. A copy of the same proof of bank remittance is also to be attached along with the bills to Finance Department.

15. **FACT GATE ENTRY PASS:** Entry pass to the contract workers will be issued by CISF. For 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.

Copy of age proof

Police clearance certificate

Copy of bank pass book

Copy of Aadhaar

Two copies of passport size photographs

Duly filled application for ESI and PF enrolment (for new members)

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