

**TENDER DOCUMENT FOR  
Miscellaneous Civil Works of 3 No. warehouse  
buildings using PEB type structure including  
development of circulating area**

**VOLUME 1**

**FOR  
M/S PRISTINE MEGA FOOD PARK PVT.LTD  
AT  
MANSI, DISTT KHAGARIA, BIHAR**

**Content of the tender document**

**VOLUME 1**

- Preface
- Notice Inviting Tender
- Instruction for filling in the tender form
- General conditions of contract
- Specific conditions of Contract
- Satutory Requiremnts

**VOLUME 2**

- Tender Document formats

**VOLUME 3**

- Design Brief for PEB Structure & Sheeting

**VOLUME 4**

- Concept Preliminary Drawings of PEB Works

**VOLUME 5**

- Civil Construction Drawings

## Table of Contents

S. NO.	Particulars	Page No.
<b>ATTACHMENTS</b>		
I	TENDER FORM	
II	INSTRUCTIONS TO BIDDERS	
III	GENERAL CONDITIONS OF CONTRACT	
IV	SITE WORKING AND SAFETY CONDITIONS	
V	ADDITIONAL CONDITIONS OF CONTRACT	
VI	ISSUE OF MATERIALS	
VII	PROCUREMENT OF MATERIALS AND CONSUMPTION	
VIII	SPECIAL CONDITIONS	
IX	SCOPE OF WORK / TECHNICAL SPECIFICATION	
X	TERMS OF PAYMENT	
XI	PREAMBLE TO SCHEDULE OF RATES	
XII	NAME OF WORK (BILL OF QUANTITY)	
XIII	SUGGESTED LIST OF APPROVED MATERIALS AND SUPPLIERS	
XIV	STATUTORY REQUIREMENTS	
XV	SPECIAL CONDITONS	
<b>ANNEXURES</b>		
A	FORMAT FOR BANK GUARANTEE FOR ADVANCE PAYMENT TO THE VENDORS	
B	FORMAT FOR PERFORMANCE BANK GUARANTEE	
C	NO DUE CERTIFICATE	
E	FINAL TAKE OVER CERTIFICATE	

## **PREFACE**

### **Introduction**

The construction of the project buildings is proposed at

**Pristine Mega Food Park, Mansi, Distt. Khagaria, Bihar**

The proposed PEB structures shall comprise of

**Single Span Pre Engineered Building (PEB.)**

The total proposed built up area is

**Warehouse : 30M x 150M X 6M (Eves Height) O/O Steel Line  
Approximately 4500Sq. Mt.**

**No. of Buildings : 3 (Three)**

**Total Area : 13,500 Sqm**

The Project is

**A Mega Food Park housing Corn, fruit and vegetable processing units , Cold Storages and Warehouses for storage of maize and Agro Products hence the design concept and construction has to be as per HACCP norms**

Located at

**600 mts from the National Highway 31 (NH-31)**

**about 10 kms from Khagaria Town**

**and about 1 kms from Mansi Town**

**Notice Inviting Tender**

To,

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

**Subject: Notice Inviting Tender for Miscellaneous Civil Works of 3 No. warehouse buildings using PEB type structure including development of circulating area.**

Dear.....,

M/s Pristine Mega Food Park Pvt.Ltd. (PMFPPL). New Delhi are in the process of establishment of a Mega Food Park at Mansi, Distt. Khagaria, Bihar under the aegis of the MFP Scheme of Min. of Mega Food processing Industries

Pristine Mega Food Park Pvt. Ltd. invites sealed tender bids from reputed & experienced contractors for the "Tender Document for Miscellaneous Civil Works of 3 No. warehouse buildings using PEB type structure including development of circulating area" for "The Mega Food Park Project" at Mansi, Distt. Khagaria, Bihar.

The eligibility of bidders for the purpose of issue of tender shall be valid Class-I/ Class-A registration with State PWD, CPWD, Railways, Public Sector Undertakings (PSUs) **and / or** the Bidder should have carried out similar single work of Rs. 4.5 Crore ( Rs. Four Crore fifty lacs only) in last five years & its average yearly turn over should be 7.5 crores for the last 3 financial years . The bidder should have Financial Strength of the Contractor to carry out the work.

a)	Description of Civil Works	Civil Construction Works for and related to Pre Engineered Building (PEB) for Three Proposed Warehouse Buildings ( ABOUT 13500 SQM)
a1)	Description of PEB Works	Design, Supply and Erection of Fabricated & Cold Rolled Components and Sheet Cladding for Three Warehouse buildings ( ABOUT 4500 SQM EACH)
b)	Estimated combined cost of the contract	Approx Rs. 13,00,00,000 (Rupees Thirteen Crore only)
c)	Time of completion	Within 7 ( Seven) months from the date of award and additional 2(Two) months after the completion of Erection of PEB for flooring and finishing
d)	Earnest money	Rs.5,00,000/- ( Rupees Five Lacs Only) in favour of Pristine Mega Food Park Pvt.Ltd. in the form of Bankers Cheque /Demand Draft
e)	Date of commencement of sale of Tender	16-10-2015 from 1100 hrs

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

f)	Last Date and time of submission	31-10-2015 upto 1530 hrs
g)	Opening of Tender Bids	31-10-2015 at 1600 hrs

The request for issue of Tender document along with proof of eligibility criteria and documents mentioned above should be addressed to Manager: Business Development, Pristine Mega Food Park Pvt. Ltd 3rd Floor, Wing B, Commercial Plaza, Radisson Blu, Mahipalpur, New Delhi, India along with payment of Rs. 25000/- by D.D in favour of Pristine Mega Food Park Pvt. Ltd, payable at New Delhi

Contact details of the PMFPPL are as follows:-

	<b>M/s Pristine Mega Food Park Pvt. Ltd</b>
<b>Address</b>	<b>Mansi, Distt. Khagaria, Bihar</b>
<b>Contact Person</b>	Mr. Amit Pandey, Manager: Business Development,
<b>Telephone</b>	Mobile No:+91 8826692838 Telephone:+91 11 47235800 Fax No:+91 11 46772228
<b>Email:</b>	amitpandey@pristinelogistics.com

The scope of work shall include Structural Design, Fabrication Design, Fabrication, Supply and Erection of pre engineering building (PEB) works.

**Details of the project are as follows:**

1. Name of Client - Pristine Mega Food Park Pvt. Ltd
2. Scope of works - Construction Of Three Proposed Warehouse Buildings ( ABOUT 13500 SQM)
3. Project Location - Mansi, Distt.Khagaria
4. Built up Area (W x L x H) - Warehouse (1) : 30Mx150Mx6M  
Warehouse (2) : 30Mx150Mx6M  
Warehouse (3) : 30Mx150Mx6M
5. Place of Submission of sealed tenders:  
Pristine Mega Food Park Pvt. Ltd  
3rd Floor, Wing B, Commercial  
Plaza, Radisson Blu, Mahipalpur,  
New Delhi-110037
6. Validity of tender - 90 days from the last date of Submission of tender
7. Time of completion of project 9 Months from the date of LOI
8. Defect Liability period - 12 Months from the date of handing over of the Project

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

9. Terms of payment - 10 % of total contact value as Advance against a bank Guarantee. Recovery of this advance shall be made @ 15% from each running bill

95% against the value of actual work done may be paid against running bills submitted by contractor duly certified by Owner/ Consultant after recovery of the following payments.

10. Retention Amount- 5% of the erection bill value would be retained from each approved bill which can be released only after 90 days of successful completion and acceptance by the client against a performance bank guarantee valid upto completion of defect liability period.

M/s Pristine Mega Food Park Pvt. Ltd shall not be bound to accept the lowest tender and reserve the right to accept or reject any or all the tenders without assigning any reason whatsoever or amend any or all terms and condition of this tender.

Regards,

**Amit Pandey**  
**For Pristine Mega Food Park Pvt. Ltd.**

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

**TENDER FORM**

Date:

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: PRISTINE MEGA FOOD PARK PVT LTD  
3rd Floor, Wing B, Commercial  
Plaza, Radisson Blu, Mahipalpur,  
New Delhi-110037

**Sub: Tender for Civil Construction Works for and related to Pre Engineered Building (PEB) for Three Proposed Warehouse Buildings ( about 13500 Sqm) at Pristine Mega food Park , Mansi , Distt Khagaria , Bihar**

**Ref.: Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

**Enquiry ID: HO/Proj/PMFP/Mansi-114**

Dear Sir,

We hereby tender for the execution of the Work as indicated in the tender document. We submit the tender duly signed.

We accept in full the terms and conditions laid down in the Tender Documents broadly enumerated but not limited to following:

- a. Submission of Earnest Money of **Rs. 5,00,000/-** in the form of Demand Draft or in the form of Crossed Bank Draft on any Indian Nationalized Bank/ Scheduled Bank in favour of Pristine Mega Food Park Pvt. Ltd. payable at Delhi NCR
- b. Providing the Owner with a financial guarantee for due and faithful performance of the Contract for a sum equal to 5% (five percent) of the Contract Value. Such guarantee shall be in the form of Bank Guarantee from a Nationalized / Scheduled Bank [Other than Co-operative/co-op scheduled & Gramin bank in the format enclosed as Annexure – C with this document. The Bank Guarantee shall be furnished within 30 days of the Effective Date of Contract and shall be valid until expiry of the warranty period plus claim period of 6 months.
- c. Should this tender be accepted, we hereby agree to abide by & fulfill all terms and conditions referred to above and in default thereof, to forfeit and pay to the Owner or its successors or its authorized nominees such sums of money as are stipulated in conditions contained in this document and other tender documents.
- d. If, I/We fail to commence the Work specified in Tender Document and/or if I/we fail to deposit the financial guarantees as specified above, I/We agree that the Owner or its successors without prejudice to any other right or remedies be at liberty to forfeit the said Earnest Money Deposit in full. I/we agree to complete the work in a period of 9 ( Nine ) months as specified in the bid document .
- e. The Owner shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to deposit the financial guarantees aforesaid or to execute an agreement or to start work as stipulated in the Tender Documents.



**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

2.0 I/We have annexed to this tender the following documents:

a) Set of Tender Documents as issued duly signed and stamped.

Earnest Money Deposit in Form of Demand Draft for **Rs. 5,00,000/-** drawn on bank payable at Delhi NCR or in the form of Crossed Bank Draft on any Indian Nationalized Bank/ Scheduled Bank in favour of Pristine Mega Food Park Pvt. Ltd. payable at Delhi NCR

b) All other documents as required in the invitation to bid.

I/We undertake that the statement made herein and the information given in the Annexure referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation and in such eventuality Owner will have the right to cancel the Contract.

I/We further undertake as and when called upon by Owner to produce for it inspection original(s) of the document(s) of which copies have been annexed hereto.

Date the \_\_\_\_\_ day of \_\_\_\_\_ **2015**.

Signature(s) of Tenderer with the seal of the firm.

Witness

Name in Block Letters:

Address:

Designation:

**INSTRUCTIONS TO BIDDERS**

**1.0 Introduction**

Pristine Mega Food Park Pvt Ltd invites the bids for the work as described in this Tender Document and detailed in the Schedule of Rates (SOR). The bidder is requested to submit its bid in accordance with the terms and conditions of this enquiry, on or before the due date and time.

**2.0 Procedure for submission of tenders**

The following procedure shall be adopted for submission of tender by the Tenderer. The sealed envelopes shall be submitted as follows: -

**A. Envelope No. I**

To be super scribed "Earnest Money Deposit" and to contain Earnest Money of Rs. 5.00 Lac which shall be interest free deposit in the form of:

Crossed Bank Draft from any Indian Nationalized Bank/ Scheduled Bank in favour of Pristine Mega Food Park Pvt. Ltd. payable at Delhi NCR

**B. Envelope No. II**

To be super scribed "Technical and Un-priced Commercial Tender" and to contain

- a) Pre-qualification Documents as per Clause 5.0 of ITB
- b) NIT duly signed and stamped on each page confirming acceptance of all terms and conditions of NIT.
- c) Tender Cost Rs. 25000/- by D.D in favour of Pristine Mega Food Park Pvt. Ltd, payable at New Delhi

**Note: No price bid / price is to be enclosed in this envelope.**

**C. Envelope No. III**

To be super scribed "Priced Bid" and to contain **Schedule of Rates** with quoted rates and amounts duly filled in signed and stamped.

**Note: Only price bid / price is to be enclosed in this envelope. No other terms and conditions are to be enclosed in this envelope.**

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

Envelope No. I containing EMD will be opened first on the due date of opening. Envelope No. II and III will be considered only if the earnest money condition is satisfied. The Envelope No. II will then be opened after the study of tender, discussions will be carried out, if required, with the Tenderer meeting pre-qualification criteria as per Clause 5.0, for seeking clarifications of the conditions put forth by the Tenderer. The Tenderer shall send their authorised representative to participate in discussions who should be able to take immediate decisions on all matters pertaining to this tender. Subsequent to the discussions, Tenderer will be given an opportunity to submit another sealed envelope No. IV super scribed "Resultant Modification Arising out of Discussions", if required. If the Tenderer desires to revise its price due to modifications resulting from the technical discussions, he can submit the changes to the original price already submitted in Envelope – III. Envelope IV shall not contain any conditions whatsoever except prices in case Tenderer desires to change the same. The envelope No. III and IV will be opened at a later date, which will be intimated to the Tenderer whose tenders are found to be responsive.

All envelopes, in addition to above superscription, should also be super scribed and addressed as below:

**"TENDER NOT TO BE OPENED BEFORE DUE DATE AND TIME"**

**ENQUIRY NO. : HO/Proj/PMFP/Mansi-114**  
**ISSUE DATE : 16<sup>th</sup>October 2015**  
**BID OPENING DATE AND TIME : 31th October 2015 AT 04:00 PM**

**To: PRISTINE MEGA FOOD PARK PVT LTD**  
**3rd Floor, Wing B, Commercial**  
**Plaza, Radisson Blu, Mahipalpur,**  
**New Delhi - 110037**

### **3.0 Acceptance/Rejection of Tender**

Owner reserves the right to accept or reject any tender in whole or part and/or accept other than the lowest quotation without assigning any reason. The whole Work may be split up between two or more Contractors if considered expedient by the Owner on their sole and absolute discretion. The Tenderer shall have no claim in these regards whatsoever.

### **4.0 Transmission of Correspondence other than tender**

Correspondence other than Tender shall be addressed as per address given in Clause - 2 above.

### **5.0 Pre-qualification Criteria**

- a) Bidder should have carried out similar single work of Rs. 4.5 Crore ( Rs. Four Crore fifty lacs only) in last five years & its average yearly turn over should be 7.5 Crores for the last 3 financial years .
- b) Financial Strength of the Contractor to carry out the work defined by a solvency certificate worth Rs.2.0 Crores (Rs. Two Crores Only).

#### **Bidders to submit following details/documents**

- (i) Organisational set-up/partnership deed along with documentary evidence

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

- (ii) Copy of Audited financial accounts during last three years i.e. 2012-13,2013-14and 2014-15
- (iii) List of similar works done/being done within in last five years indicating value of each work with copies of work order(s) showing minimum value of work of Rs. 4.5 Crore ( Rs. Four Crore fifty lacs only) along with Performance Certificate(s) from the owners during the last five years i.e. prior to date of advertisement.
- (iv) P.F. registration number along with valid documentary proof of allocation.
- (v) Recent Bank Solvency Certificate issued by scheduled Bank for the minimum Rs. 2 Crore issued on or after 01.03.2015.
- (vi) Copy of Income Tax return for Financial Year 2012-13, 2013-14 and 2014-15 and Permanent Account Number.
- (vii) List of Key personnel with qualification & experience.
- (viii) Registration No. along with documentary evidence.
  - a) Sales Tax , b) Service Tax , c) PAN Card
- (xi) Registration certificate of class \_\_\_\_\_ from appropriate department.
- (x) If the bidder is a registered firm then copy of registration certificate

### **6.0 Tenderer to quote for all items**

The Tenderer shall quote their rates with reference to each item and must tender for all the items shown in the attached schedule of quantities.

### **7.0 Tenderer to sign all pages**

All pages of the tender documents including corrections if any shall be signed and stamped by the Tenderer.

### **8.0 Erasures and Alterations**

Tenders containing erasures and alterations in the tender documents may be rejected. All rates shall be indicated both in words and figures. Where there is a difference between the rates quoted in words and figures, the rates given in words shall prevail.

### **9.0 Incomplete and late tender**

Unsolicited/Incomplete/late tenders or tenders received without desired Earnest Money are liable to rejection without any further reference.

- 10.0** Prices shall be inclusive of Turnover Tax at applicable rates as per Sales Tax law in force and Owner will deduct the amount as directed by the Sales Tax authorities and deposit the same with the Government. Necessary certificate to this effect will be issued by Owner. But Owner will not reimburse any turnover tax separately once the prices quoted are inclusive of Turnover Tax.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

### **11.0 Validity of Quotation**

The rates quoted by Tenderer shall be valid for a period of 120 days from the date of price bid opening for the purpose of placement of LOI/Work Order.

### **12.0 Earnest Money**

Owner will return Earnest Money, where applicable, to all unsuccessful Tenderer after award of job to successful Tenderer(s). However, earnest money to successful Tenderer(s) shall be returned only after submission of Financial Guarantee for performance.

### **13.0 No cost payable for preparing tender**

The Tenderer shall not be entitled to claim any costs, charges, expenses for or incidental to in connection with preparation and submission and subsequent clarification of his tender even if Owner decides to withdraw the invitation to tender or the tender is rejected on any count.

### **14.0 Jurisdiction**

Notwithstanding any other court or courts having jurisdiction to decide the questions forming subject matter or a suit any and all actions and proceedings arising out of or relating to this Contract (including any arbitration in terms thereof) shall be only in the court of competent civil jurisdiction in this behalf at New Delhi .

### **15.0 Serving of notices of contract**

All the notices, communications and reference shall be deemed to have been given to the Contractor if delivered to Contractor at the address given on Clause - No. 9 of Attachment-VIII (Special Conditions) by Contractor or his authorised representative or posted to the address so given in case of posting on the day on which it would have reached such address in the normal course of post or on the day they were so delivered.

**16.0** Singular and plural are interchangeable in the text of any clause.

### **17.0 Extension of Time**

The time allowed for execution of this Contract as specified in Attachment-I 10 ( ten ) months for this work shall be the essence of the Contract. If the Contractor commits default in commencing and or execution of the Work as aforesaid, the Owner shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money/financial guarantee for performance of Contract. If the Work is delayed (apart from force majeure conditions) by any other condition which, in the absolute discretion of the Owner is beyond the control of the Contractor, then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Owner but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Owner to proceed with the Work.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if applicable, indicate in such a request the period for which extension is desired. The Owner may give a fair and reasonable extension of time for completion of Work, depending upon the merit of the case.

### **18.0 Dewatering**

Contractor shall make his own arrangement at his cost for dewatering of pits and trenches free of rain and/or seepage water.

### **19.0 Assignment/Sub-letting**

The Contractor shall not assign or sub-let any part of the Contract without the written consent of Owner.

### **20.0 Inconvenience to others**

The Contractor shall plan his work in such a way as not to cause any inconvenience to public, Owner and/or other contractors at Site.

**21.0** Contractor shall be responsible for the manner and method of execution of Work. The Work shall be subject to the approval of Owner from time to time for the purpose of determination of the question whether the Work is being executed in accordance with provision of Contract.

### **22.0 General**

- a) In case any clarification is required, the Tenderer shall approach the Owner in writing. The Owner shall provide such clarifications in writing only. All clarifications provided shall be binding on Owner and the Tenderer.
- b) No Tenderer can withdraw his tender or revoke the same within the validity period. If a Tenderer withdraws or revokes his tender or revises the tender rates for any item within the validity period, his earnest money deposit will be forfeited without prejudice to any other right/claim that Owner may have against the Tenderer.
- c) Tender shall be forwarded under cover of a letter type written on the Tenderer's letterhead and duly signed, in long hand using ink, by a duly authorised representative of the Tenderer.
- d) Wherever it is mentioned "shall be done by Contractor or supplied by Contractor" it shall be deemed to mean "shall be done or supplied by Contractor at his cost".
- e) At any time prior to the deadline for submission of bids, the Owner for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment thereto.
- f) The amendment will be notified in writing by a letter / fax or E-mail to all prospective bidders who have received the bidding documents and will be binding on them.

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

- g) In order to afford prospective bidder reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at their discretion, extend the deadline for the submission of bids.
- h) The Owner may, at their discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Articles here above, in which case all rights and obligations of the Owner and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- i) Advance payments if agreed shall be made in the form of cheque only against a bank guarantee in a Proforma enclosed with the enquiry documents. However, such advance payment shall be considered for loading at the time of bid evaluation at the rate of 18% per annum.
- j) Effective date of the contract shall be the date of notification of award of work / handing over of site whichever is later.
- k) The General Terms and Conditions of Contract shall form the part of the Work Order to be issued by Owner to the Contractor / Contract to be executed between the Owner and the Contractor.

**GENERAL CONDITIONS OF CONTRACT**

**ARTICLE - 1: DEFINITIONS**

In this contract the following words shall have the meaning herein assigned to them respectively.

- a) "Tenderer" means any person, firm or company invited to submit their tenders including their authorized representative for the Work.
- b) "Work" means all duties, responsibilities and obligations to be discharged by the Contractor pursuant to the Contract.
- c) "Contractor's Equipment" means all machinery, apparatus, materials and equipments to be provided by the Contractor pursuant to the Contract for and in connection with the Work but not forming or intending to form a permanent part of Plant.
- d) "Site" means the part of the project site at Mansi in Khagaria District of Bihar in Republic of India, where Work is to be done by the Contractor together with area surrounding the Site as the Contractor may with the consent of the Owner use in connection with the Work otherwise than merely for the purpose of access to the Site.
- e) "Date of Completion" means the date specified in the body of the Contract hereto or such later date as may be agreed to in writing from time to time by the Owner.
- f) "Month" shall mean English Calendar month.
- g) "Contractor" shall mean any person, firm or company awarded the Work tendered.
- h) "Owner" shall mean PRISTINE MEGA FOOD PARK PVT LIMITED.
- i) "Consultant" means any agency or agencies with whom the Owner has entered into an Agreement for rendering the services of a Consultant.
- j) "Principal Rotating Equipment" shall mean those items of equipment comprising of centrifugal compressors, steam turbines, high pressure boilers feed pumps, from 3300 volts electric motors, turbine generator, diesel generator and gear boxes associated with any of these equipment.
- k) "Approved/Approval" shall mean approved/approval in writing by the Consultant.
- l) "Approved Equal" shall mean an alternative product or service approved by the Consultant being equivalent to that specified in the Contract Documents
- m) "Contract Price" shall mean the total of price referred to in the Contract Documents for the Contractor's performance of the Work.
- n) "Defect(s) Liability" shall mean a period shall be 12 months after Completion and handing over of the project and any period extended as a result of rectification of the Work/change orders, between the Virtual Completion and the Final Completion of the Work, and during which period the Contractor shall be bound to replace and/or rectify and make good all defective materials, equipment and/or workmanship which arise in the Works or come to notice subsequent to the Virtual Completion of the Works and prior to the Final Completion of the Works without requiring the PMFPPL to bear any additional charges whatsoever.
- o) "Drawings" shall means all drawings, details and sketches along with the technical information therein, furnished by the Contractor to the Architect/Consultant for a formal approval and by Architect/Consultant to the Contractor under the Contract and any modifications of such drawings or such other drawings as may be from time to time be furnished or approved in writing by Consultant. All shop drawings, samples, patterns, models, operation and



## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

maintenance manuals, Product data sheets and other technical information of a like nature submitted by the Contractor shall also be referred to as 'Drawings'

- p) "Specifications" means the technical specifications for the Work included in the Architect's GA Drawings and the Civil/MEP/ Other Works Technical Specifications, and any modification thereof or addition thereto and also specifications as defined in the American and Indian Standards
- q) "Sub-Contractors" shall mean the persons, firms, companies or agencies who after written approval of the PMFPPL/ PMFPPL's Representative/ Consultant, have entered into a direct Contract with the Contractor in respect of any part of the Work and any later package of the Project, and include the Sub-Contractors' legal representatives, successors and permitted assignee. The Contractor shall have full responsibility for the actions and work of any Sub-contractor whether contracted by the Contractor to perform portions of the Work or any later package of the Project.

### **ARTICLE - 2: CONTRACTOR'S SERVICES**

- a) The Contractor shall supply material under scope and provide, execute, complete and maintain the Work in Accordance with the Contract. The Contractor shall also perform the services described in various sections of the Contract.
- b) The contract shall be all inclusive nature and the Contractor shall carry out and complete the Work under the Contract in every respect, and work shall include the design /detailing of Pre Engineering Structure, erection and supply of all labour, equipment, materials, plant and machinery, tools, transportation, scaffolding and all things necessary for the proper execution and successful completion of the Work in accordance with the Contract Documents to the directions and satisfaction of the Architect/Consultant and the PMFPPL. The Contractor shall be fully responsible and liable for all matters in connection with or arising out of or being a result or consequence of its carrying out or omitting to carry out any part of the Work. Where any parts of the Work may be executed by or through Sub-Contractors, such responsibility and liability of the Contractor shall cover and extend to the work of all such Sub-Contractors.
- c) The Contract Price shall be inclusive of all taxes, including sales tax, entry tax, octroi, works contract tax, Labour Cess, Turn over tax, ESI, PF contribution and all other statutory taxes and levies if any applicable to the contractors/workers etc. The PMFPPL shall not be responsible in any way whatsoever to pay any additional amount over and above the Contract Price.
- d) The Contractor undertakes to cooperate with the Owner and other contractors appointed by the Owner for the Plant and agrees to exchange technical information as may be reasonably asked for to obtain most efficient and economical Plant for Owner.
- e) The Contractor shall be responsible for ensuring that the positions, levels and dimensions of the Work are correct according to the Contract notwithstanding that he may have been assisted by the Owner in setting out the said positions, levels and dimensions. Any discrepancies shall be promptly intimated to the Owner for his final decision.
- f) The Work to be done under the Contract shall be executed with all due diligence and in the manner specified in the Contract and to the satisfaction of the Owner. The Contractor hereby undertakes that work shall be ready for tests on completion not later than the Date of Completion.
- g) The Contractor shall carryout all such tests as are specified in the Contract and/or required in accordance with good engineering practices or directed by Owner for ensuring the quality and performance of the equipment and materials supplied and Work done under the Contract at his own cost.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

- h) Contractor shall arrange for all handling, safe storage and security of all the equipment/material issued to him for erection.
- i) Contractor shall arrange all tools, tackles, cranes and other material handling equipments, welding equipment and cables, welding rods, scaffoldings, consumable stores, safety equipment & appliances and all other equipment/accessories required for execution of Work including erection and testing. These shall not be removed from the site without the written permission of the Owner.
- j) Contractor shall bear all postage/courier, telephone/fax, telegraph and other communications etc. expenditure during his Work at the Site.
- k) Contractor shall provide necessary supervisory staff and inspectors, erection engineers, skilled and unskilled labour, clerical staff, watch and ward staff, store keepers, drivers, etc. required in connection with the execution of the Contract.
- l) Contractor shall provide all amenities, including but not limited to, accommodation/conveyance to his staff and labour employed by him for the Work at the Site.

### **ARTICLE - 3: CONTRACT PRICE**

- a) The Owner shall pay to the Contractor sum not exceeding to what is set out in the Letter of Intent /Work Order, reduced or increased by such sums (if any) as under the Contract are to be taken into account in ascertaining the Contract Price. The Contractor shall take written permission from Owner for carrying out Work beyond stipulated Contract Price as and when such situation arises.
- b) The Contractor shall credit the Owner with the sums, which may become allowable or due under the Contract at the times and in the manner hereinafter specified.
- c) The prices shall be fixed for the duration of the Contract and shall not be subject to escalation of any description including those on account of delays due to Force Majeure.

### **ARTICLE - 4: OWNER'S REPRESENTATIVE**

- a) All instructions and orders to the Contractor shall, except as herein otherwise provided, be given by the Owner through his nominated representative(s).
- b) All the Work shall be carried out under the direction of and to the satisfaction of the Owner.
- c) The Contractor shall proceed with the Work in accordance with decisions and orders given by Owner in accordance with the Contract provided always that:
  - i. If the Contractor shall without undue delay after being given any decision, instruction or order otherwise than in writing, require it to be confirmed in writing, such decision, instruction or order shall not be effective until written confirmation thereof has been received by the Contractor, and
  - ii. If the Contractor by written notice to the Owner within fourteen days after receiving any decision/instruction from the Owner in writing or writing confirmation thereof intimates that the disputes or questions the decision, instruction, or order given his reasons for so doing, either party shall be at liberty to refer the matter to arbitration pursuant to Article-34 hereof, but such an intimation shall not relieve the Contractor of his obligations to proceed with the Work in accordance with the decision, instruction, or order in respect of which the intimation has been given.

**ARTICLE - 5: CONTRACTOR TO INFORM HIMSELF FULLY**

The Contractor shall be deemed to have carefully examined the specifications, schedules and drawings and also to have satisfied himself as to the nature and character of the Work to be executed and, the Site conditions and other relevant matter in detail, before entering in to the Contract. No claim whatsoever, if subsequently made in this regard, shall be entertained by the Owner.

**ARTICLE - 6: FINANCIAL GUARANTEE FOR SECURITY AND PERFORMANCE**

The Contractor shall provide the Owner with the financial guarantee for the due and faithful performance of the Contract for a sum equal to 5% (five percent) of the Contract Value or the sum as defined in the body of the Contract. Such guarantee shall be in the form of a Bank Guarantee from a Nationalized / Scheduled Bank (other than a Cooperative Bank), on the format attached. The Bank Guarantee shall be furnished within 30 days of placement of letter of intent and shall be valid until expiry of the maintenance period referred to in Article-31. Upon submission of Performance Guarantee, EMD of the Contractor shall be refunded. In case EMD has been submitted in the form of Demand Draft, the same can be adjusted against performance guarantee, the value of which shall stand reduced by EMD amount. For increase up to 10% in Contract Value, performance guarantee originally submitted shall remain valid. For increase beyond 10% additional guarantee to cover total increase from original Contract Value shall be submitted by the Contractor. The validity of performance guarantee shall be suitably extended in accordance with final date of completion of Work plus maintenance period plus 6 months.

**ARTICLE - 7: DRAWING AND DESIGNS**

- a) The drawings and detailed technical specification shall be supplied in stages, after the award of Work, keeping in view the Site requirements.
- b) All drawings, designs, specifications and other documents furnished by the Owner to the Contractor, including all features whether patented or patentable or not, or whether separately or collectively shown, are the exclusive property of the Owner and shall be confidential and shall not be lent or reproduced in whole or in part nor used for any purposes other than in execution of the Contract without the previous written consent of the Owner. Such drawings, designs and other documents are loaned by the Owner to the Contractor and subject to return on demand.
- c) Where with the written permission of the Owner, the Contractor reproduces any drawing or design in whole or part; the Contractor shall stamp it as follows:
- d) This drawing/design, including all patented and patentable features separately or collectively shown is reproduced from a drawing/design which has been furnished by the (Owner) and is not to be reproduced or used for any purpose other than those specifically permitted in writing by the (Owner).

Any reproduction of any such drawings, designs, specification or any other document shall be equally subject to return on demand or on completion of Work as the clause (b) above, whichever is earlier.

**ARTICLE - 8: PATENT AND OTHER RIGHTS**

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

a) The Contractor shall fully indemnify the Owner against any action, claim or demand, costs or expenses, arising from or incurred by reason or any infringement or alleged infringement of any letters, patent, registered design, trade mark of name copy right or other protected right in respect of the work or method of using, fixing, or working the Equipments authorized or recommended by the Contractor.

b) The Owner warrant on their part that any design or instructions furnished or given by him for performance of Work hereunder to the Contractor shall not be such as will cause the Contractor to infringe any letters patent, registered design, trade marks or copy right in the performance of the Contract.

In the event of any action being brought or any claim or demand being made against Owner on account of any such matter as aforesaid, the Contractor shall immediately be notified and he shall at his own expenses fully cooperate with Owner and shall do all that the Owner may reasonably require in defence in such action or to resist such claim or demand.

### **ARTICLE - 9: ROYALTIES**

All payments and royalties payable in respect of any letters, patent and other rights whether payable in one lump sum or by installments or otherwise are included in the Contract Price. Owner shall not be liable to pay such dues or sums.

### **ARTICLE-10: ASSIGNMENT AND SUBLETTING**

a) The Contractor shall not without the consent in writing of the Owner assign or transfer the Contract or benefits or obligations or any part thereof to or enter into any sub-contract with any other person. Any such consent shall not relieve the Contractor from his obligations under the Contract.

b) If any sub-contractor engaged upon the Work with due permission from Owner at the Site executes any Work which in the opinion of the Owner is not of the requisite standard (the opinion of the Owner being final in this regard), the Owner may by written notice to the Contractor require the Contractor to terminate such sub-contract, and Contractor shall upon the receipt of such instructions terminate such sub-contract at the risks and cost of the Contractor, and shall keep Owner indemnified against all the consequences.

### **ARTICLE-11: GUARANTEE**

a) All Equipment supplied and work done by the Contractor pursuant to the Contract shall be guaranteed by the Contractor to be in accordance with the specifications contained in the Contract, new and of the best quality and workmanship and to be of expert design conforming to generally accepted Indian/International standard to be of sufficient size and capacity and of proper materials so as to fulfill in all respects requirements specified in regard thereto.

b) If at any time during the execution of the Work or during the maintenance period specified in Article-31 hereof, the Owner shall decide that any equipment supplied or Work done by the Contractor fails in any respect to conform to the guarantees given by the Contractor in paragraph (a) hereof, the Owner may as soon as reasonably practicable, give the Contractor a notice in writing of the respects in which the equipment supplied or the Work fails to conform to the such guarantee and the Contractor shall thereupon, at his own expense, replace any

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

equipment and carry out any further Work that may be necessary to ensure that the equipment supplied and the Work done conforms to such guarantee.

- c) If the Contractor fails within a reasonable time not exceeding 15 days from the date of notice in this behalf from the Owner to take such steps as may be necessary to fulfill his obligations under paragraph (b) hereof then the Owner may, at the expense of the Contractor shall conform to such guarantee.
- d) If any replacement of equipment or the Work done by the Contractor pursuant to this article shall be of such a nature as to effect the efficiency or performance of the Work or any portion thereof, Owner may give notice to the Contractor in writing requiring that a test or tests shall be carried out at the expense of the Contractor and in accordance with the technical standards prescribed by Bureau of Indian Standards / Technical Specifications provided in Tender Document / best prevailing engineering practice.

### **ARTICLE-12: VARIATIONS AND OMISSIONS**

- a) The Contractor shall not; alter any of the Work except as directed in writing by the Owner but the Owner shall have the full power from time to time during the execution of the Contract by notice in writing to direct the Contractor to alter, amend, omit, add to, or otherwise carry out any of the Work, and the Contractor shall carry out such variations, and be bound by the Contract so far as applicable as though the said variations were stated in the Contract. In any case, in which, the Contractor has received any such direction from the Owner which either then, or in the opinion of the Contractor, will later involve an increase or decrease in the Contract Price, the Contractor shall within seven (7) days of such direction, advise the Owner in writing to that effect. The Owner shall thereupon approve in writing such variations, which are to be given effect together with the amount of increase or decrease in the Contract Price on that account. The Contractor shall then give effect to such variations. The difference in cost, if any, occasioned by any such variations, shall be added to or deducted from the Contract Price and paid in the same way as the Contract Price.
- b) If in the opinion of the Contractor any such variation is likely to prevent or prejudice him from fulfilling any of obligations under the Contract, he shall notify the Owner thereof, in writing and the Owner shall decide forth with whether or not such variations; shall be carried out. If the Owner amends his instructions in writing, the said obligations shall be modified to such an extent as may be agreed in writing between the Owner and the Contractor, provided however, that the Contractor may not call upon the Owner to agree to any such variations as would in any way, have the effect of modifying the obligations of the Contractor under the provisions of Article-8 and 11 hereof.

If any variation in the scope of work necessitate any extension in the time for completion, the provisions of Article-25 here of shall apply.

### **ARTICLE-13: EXECUTION OF WORK IN INCLEMENT WEATHER**

The Contractor shall, during inclement, weather, carryout the Work in accordance with the Contract and the Contractor shall not be entitled to any additional payment over and above the Contract Price by reason of his being unable to carryout the Work owing to inclement weather.

**ARTICLE-14: CONTRACTOR'S DEFAULT**

If the Contractor fails or neglects to execute the Work with all diligence and expedition, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Owner in connection with the Work, or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor specifying the time within which to make good such failures, neglect or contravention. Should the Contractor fail to comply with the notice within the time specified in the notice, then the Owner shall be at liberty forthwith to make good such failure, neglect or contravention and to execute such part of the Work as the Contractor may have failed or neglected to do, all without prejudice to other rights the Owner may have under Contract, to take the Work wholly or in part out to the Contractor's hands and enter into Contract with any other person, firm or company to complete the Work or any part thereof, and in such events the Owner shall have free use of all Contractor's equipment and other things that may be at any time on the Site in connection with the Work, without being responsible to the Contractor, for fair wear and tear thereof, and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain any balance amount which may be otherwise due under the Contract to the Contractor or such part thereof as may be necessary to the payment of the cost of executing the said part of the Work or of completing the Work as the case may be and of meeting claims of third parties against the Owner and arising from or in consequence of the Contractor's failure, neglect, refusal or contravention as aforesaid, if the cost of completing the Work or executing a part thereof or of meeting claims of third parties as aforesaid shall exceed the balance due to the Contractor under this Contract the Owner shall have right to recover the balance from amounts payable to the Contractor under any other Contract or from his performance guarantee. The Contractor shall not resort to unilateral stoppage of Work due to any reason whatsoever. If he does so, it shall be treated as default and breach of Contract

**ARTICLE-15: BANKRUPTCY AND WINDING UP**

- a) If the Contractor becomes bankrupt or insolvent or have a liquidator/receiver appointed over his company, or compound with his creditors, or being a corporation, commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction, or carry on its business under a receiver for the benefit of its creditors or any of them, the Owner shall be at liberty -
- b) To terminate the Contract forthwith by notice in writing to the Contractor or to The Receiver or Liquidator or any person in whom the Contract may become vested, and to act in the manner provided in Article-14 hereof as referred to in such Article and the Work had been wholly taken out of Contractor's hands or
- c) To give such receiver, liquidator, or other person the option of carrying out the Contract subject to his providing guarantee for the due and faithful performance of the Contract to the extent of Work desired by the Owner and up to the amount to be agreed within the over all Contract Value.

**ARTICLE-16: INSPECTION AND TESTING**

- a) The representatives of the Owner shall be entitled at all reasonable time to inspect the Work or any part thereof. The Contractor shall provide all necessary assistance to the Owner and shall make available all such tools to enable the Owner may require to carry out such tests/inspection. The Contractor shall uncover any part of the Work or make openings for

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

inspection as the Owner direct and shall reinstate and make good such part to the reasonable satisfaction of the Owner. The Contractor shall ensure that his sub-contractors and vendors also provide such facilities for inspection and tests by the Owner that have been mentioned in this clause.

- b) On receiving notice from the Contractor that the Work is ready for inspection, the Owner shall without unreasonable delay, attend for the purpose of inspecting the said Work. The Owner reserves the right to waive participation in any test requirements, which however shall not absolve the Contractor of his liabilities herein. When the tests have been completed satisfactorily, the Contractor shall furnish the test certificates for Owner's signatures within two days of completion of such tests.
- c) The Owner shall have the right, according to his judgment and specifications to forbid the use and the dispatch of all such materials, which, during tests and inspections, fail to comply with requirements.
- d) The Contractor shall not dispatch any equipment without the completion of final inspection by the Owner. The waiver from participation in the final inspection shall be made by the Owner only.
- e) Whenever it is necessary to cover up any Work in respect of which previous inspection is desired and the Contractor has been notified accordingly by the Owner in writing, the Contractor shall give notice in writing to the Owner before the Work is covered up. No such Work shall be covered up or built upon unless it has been inspected and approved by the Owner or unless the Owner's consent in writing to this is done without his previous inspection and approval has been obtained in advance.
- f) Inspection/waiver by Owner shall not, however, relieve the Contractor of its obligations including guarantees and warranty obligations hereunder.

### **ARTICLE-17: ORIGIN OF MATERIALS**

- a) The Owner shall have the right, at any time, to call upon the Contractor for evidence of origin of raw materials and parts of equipment.
- b) All equipment supplied or used shall be new and of first class and quality of the grade specified.

### **ARTICLE-18: MILL CERTIFICATES**

All mill certificates covering physical and analytical tests are to be produced as called for by the Owner at no extra cost.

### **ARTICLE-19: FLAME PROOF ELECTRICAL EQUIPMENT**

Where the equipment include flame-proof electrical equipment to a recognized Indian Standard or code of practice, then the Contractor shall forward copies of the relevant certificates to the Owner at no extra cost.

### **ARTICLE-20: TEST CERTIFICATES**

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

The Contractor will, if so required by the Owner, supply specified numbers of test certificates and/or materials analysis certificates. Reports from recognized agencies of repute (The agencies shall be approved by Owner). In case of any doubt the Contractor shall repeat the test at his own cost.

### **ARTICLE-21: ACCESS TO AND POSSESSION OF THE SITE**

- a) Subject to paragraph (c) hereof, access to and possession of the Site shall be afforded to Contractor by the Owner in reasonable time.
- b) In the execution of the Work, no persons other than Contractor's employees shall be allowed on the Site, except by the written permission of the Owner, but facilities to inspect the Work at all times shall be afforded to the Owner and his representatives and other authorized officials or representatives of the Owner.
- c) The access to and possession of the Site referred to in paragraph (a) hereof shall not be exclusive to the Contractor but only such as shall to enable him to execute the Work. The Contractor shall afford to the Owner, and to other contractors authorized by Owner every reasonable facility for the execution of Work concurrently with his own.
- d) Unless otherwise provided in the Contract, the Owner shall give Contractor facilities as far as possible for carrying out the Work on the Site continuously during the normal working hours as fixed by the Owner, the Owner may direct that the Work shall be done at other times if it shall be practicable in the circumstances for the Work to be so done.
- e) The Contractor shall be entitled to use such supply of electricity and water as are made available by the Owner under the terms of the Contract at Site for the purpose of the Work and shall, at his own expenses, provide any apparatus necessary for such use.

### **ARTICLE-22: CONTRACTOR'S EQUIPMENT**

- a) The Contractor shall, at his own risk and expenses, provide all equipment necessary to execute and complete the Work, If any equipment is available with Owner at the Site, the Contractor may, with the written consent of the Owner, use the same on payment of necessary charges as fixed by the Owner.
- b) All Contractor's equipment shall be used solely for the purpose of the Work at Site and shall not be removed from Site out by the Contractor, without the permission in writing of the Owner, and the Contractor shall be liable for the loss or destruction thereof or damage thereto. If there is any due owing or accruing to Owner, from the Contractor any money in respect of this Contract, the Owner shall be at liberty, at the cost of the Contractor, to sell and dispose of any such (Contractor's) equipment, as the Owner shall think fit, and to apply the proceeds in or towards the satisfaction of such money as aforesaid.

### **ARTICLE-23: CONTRACTOR'S REPRESENTATIVES AND WORKMEN AT SITE**

- a) The Contractor shall employ one or more competent and authorized representative whose name or names with specimen signature shall have previously been communicated in writing to the Owner by the Contractor, to superintend and carrying out of the Work. The said



## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

representative shall be present at Site during working hours, and any orders or instructions which the Owner may give to the said representative shall be deemed to have been received by the Contractor.

- b) The Owner shall be at liberty by notice in writing to the Contractor to object to any representative or person employed for execution of or otherwise about the Work, who shall, in the opinion of the Owner, misconduct himself or be incompetent or negligent, and the Contractor shall remove such person from the Site forthwith.
- c) The Owner shall be given the opportunity to approve the employment of casual labour hired for the Work.
- d) The Contractor and his employees shall abide by the Site working rules.
- e) The Contractor shall immediately notify the Owner in writing of any labour dispute affecting the Work. Such notice shall describe the nature of labour dispute and the actions being taken by the Contractor to settle the disputes.
- f) The Contractor shall keep the Owner indemnified from and against all personal and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act, omission or intermission on part of Contractor, any sub contractor or agent, sub-agent, consultant or employee of the Contractor or any sub-contractor whether committed, omitted or arising within or without the scope of the Contract, sub-contract agency or employment, as the case may be.

### **ARTICLE-24: LIABILITY FOR ACCIDENTS, DAMAGE AND INSURANCE**

- a) The Contractor shall, during the execution of the Work, properly cover up and protect any part of the Work liable to injury by exposure to the weather and shall take every reasonable precaution against accident or injury to the Work from any cause.
- b) All Contractors' equipment shall be at the sole risk of the Contractor.
- c) The Contractor will insure all his personnel employed for the execution of the Work against any personal injury that may be sustained by them as a result of the execution of the Work and present satisfactory evidence to the Owner that such insurance is in force.
- d) The Contractor shall be responsible for workman's compensation insurance and all other statutory requirements in regard to the personnel in the Contractor's employment.
- e) The Contractor at his own cost shall arrange, secure and maintain all insurance that may be pertinent to the Work and obligatory in terms of law to protect his interest and interest of the Owner against all points including accident insurance in the joint names of Contractor and the Owner. Contractors All Risk Insurance Policy covering a) fire & lightening/lighting, b) accident damage during construction for example due to dropping or falling or defective workmanship and materials, lack of skill, negligence, malicious act or human error, c) water damage, flood, storm, tempest inundation, earthquake, d) Collapse, collisions, impact e) theft and burglary, malicious damage f) subsidence, land slide, rock slide. The period of insurance cover shall be from commencement of Work up to completion and handing over of the Work to the Owner. The sum insured should represent the completed value of Work done including cost of all materials etc.

### **ARTICLE-25 A: FORCE MAJEURE**

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

- a) The terms and conditions agreed upon with respect to this agreement shall be subject to 'Force Majeure'. 'Force Majeure' shall be deemed to be only cause beyond the reasonable control of the Contractor or the Owner, as the case may be, which prevents or impedes the due performance of the agreement and which by the due diligence the affected party is unable to avoid or overcome through its individual concerted effort. For the purpose of this Article, Force Majeure shall mean and be limited to the following:
- i. any war or hostilities;
  - ii. Any riots or civil commotion;
  - iii. Any earthquake, flood, tempest, lightening or other natural physical disaster;
  - iv. Any accident fire or explosion not caused by the negligence of the Contractor;
  - v. any legal strike / lock-out or other industrial disturbance (only those exceeding 10 continuous days in duration) affecting the performance of the contractual obligation.
  - vi. Any law or order of any Government Department or other authority which delays or impedes the Contractor / Owner in the execution of the Work.
- b) If either party is prevented or inordinately delayed in the performance of any of its obligations under the agreement by Force Majeure and if affected party gives written notice to the other party specifying the matter constituting Force Majeure with necessary evidence that a contractual obligation is thereby prevented or delayed, and the further period which it is estimated that such prevention or delay will continue, then the effected party shall be excused from the performance or delayed performance as the case may be of such obligations as from the date of such notice for so long as may be justified.
- c) Any occurrences of Force Majeure shall be informed in writing within seven days of occurrence otherwise it shall not be deemed as Force Majeure. Such Force Majeure shall be effective from the date of receipt of such notice from either party. Continuance of Force Majeure shall be informed every week.
- d) If by virtue of the proceeding paragraphs either party shall be excused the performance or punctual performance of any obligation for a continuous period of six months the parties shall consult together with a view to agreeing what action should in the circumstances be taken and what amendments to the terms of the Contract ought to be made.

### **ARTICLE – 25 B: TIME FOR COMPLETION**

- a) For variation in the scope of work resulting into additional 10% in estimated Contract Value, no extension in completion time shall be admissible. Notwithstanding any other provision in the Contract, the Owner may at any time of its own initiative or at the request of the Contractor, if satisfied of the existence of any ground (s) may extend the completion period by duration as deemed reasonable. The decision of the Owner in this regard shall be final and binding upon the Contractor.
- b) Within seven days from the date of receipt of Work Order the contractor shall submit to the Owner for approval in respect of each job site or groups of Work if so required a detailed Progress schedule in graphical or other suitable form giving dates of starting and finishing of various operations and works related to the Work providing sufficient margin to cover for contingencies and for final testing and consequential repair etc., if any required. The Owner and Contractor shall thereafter within seven days settle the progress schedule and the progress schedule so settled shall be the approved progress schedule and shall form part of the Contract with attendant obligations upon Contractor to commence the various works/operations involved on or before the date(s) mentioned in; the progress schedule and to conclude the said work (s)/operation(s) on or before date mentioned in this behalf in the approved progress

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

schedule, and default by Contractor to commence or complete within prescribed date(s) any Work or operation shall be deemed to be a breach of Contract by the Contractor to which the provisions of Article 30 relating to termination of Contract shall be applicable, but without prejudice to any other rights or remedies that Owner may have in this behalf.

### **c) Predetermined agreed Damages for delay**

If for reasons not attributable to the Owner or due to conditions not constituting force majeure as defined in this Contract the Work is not completed in accordance with the provisions hereof within and in accordance with the Time Schedule hereto/the time for completion, it is clearly understood and agreed that the Owner shall be entitled to and the Contractor shall pay to the Owner the following as mutually agreed damages for delay (which are a genuine pre-estimate made by the parties of the loss which the Owner would have suffered on account of such delay in completion of the Work) after taking into consideration all circumstances and not as liquidated damages or penalty and without the Owner being required to establish and prove the actual loss/damage suffered by the Owner on account of such delay :

The pre estimated mutually agreed Damages for delay pursuant hereto shall be payable at the rate of 1/2% of total Contract Value per week or part thereof delay in completion of the Work subject to a maximum of 10% of final value of Work. It is expressly agreed by and between the Owner and the Contractor that no prior notice will be required to be given by the Owner to the Contractor, before effecting recovery of compensation amount from their bills/other due if any.

Notwithstanding anything to the contrary contained in this Contract and without prejudice to the rights of the Owner under this Contract and the entitlement to the said pre-estimated mutually agreed compensation for delay and in addition and not in derogation or substitution thereof the Owner shall be entitled to terminate this Contract in whole or in part without being liable to the Contractor in any manner whatsoever or to have the uncompleted portion of the Work to be executed/performed pursuant hereto by the Contractor completed/executed/performed at the risk and cost of the Contractor in the event of, and despite 30 days notice in writing the Contractor failing to complete/execute/perform all or any part of the Work to be completed/executed/performed pursuant hereto by the Contractor within and in accordance with the Time period mentioned at point no 6 in Work Order hereto/the time for completion as extended in accordance with the provisions hereof or by the Owner.

## **ARTICLE - 26: COMPLETION TEST**

Completion test if applicable shall be carried out as per technical specification in Contract / BIS.

## **ARTICLE-27: TAKING OVER**

- a) Taking over shall be done at one stage after completion of the entire job except where desired by Owner otherwise. Only one completion certificate shall be issued after completion of all jobs.
- b) Within 15 days of carrying out final inspection of the Works at any job Site covered by the Contract, the Contractor shall clear the job Site covered by the Contract, the Contractor shall clear the job Site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour's equipment and machinery and shall, demolish, dismantle and remove all Contractor's site

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

offices and quarters and other temporary works, structures and constructions and other items and things whatsoever brought upon or erected at the job Site or any land allotted to the Contractor by the Owner and not incorporated in the permanent Works and shall remove all rubbish from the job Site and the land allotted to Contractor and shall clear level and dress the job Site and said land to the satisfaction of the Owner and shall put the Owner in undisputed custody and possession of the job Site and all land allotted by the Owner to the Contractor, and unless the Contractor shall have fulfilled the provisions of this Article the Work shall not be deemed to have been completed.

- c) The Contractor shall submit following documents as desired by Owner before completion certificate is issued:
- I. The Technical Documents according to which the Work was carried out;
  - II. Complete set of working drawings showing therein corrections and modifications (if any) made during the course of execution of the Works, signed by the Owner;
  - III. Certificates of final levels as set for various Works, signed by the Owner;
  - IV. Final Test Certificate;
  - V. Certificates of Owner of satisfactory fulfillment of the provisions as above hereof;
  - VI. List of Owner supplied surplus materials returned to Owner's stores, signed by the Owner;
  - VII. Materials-at-site accounting for Owner supplied materials, signed by the Owner;
  - VIII. List of the scrap materials returned to store, signed by the Owner,
  - IX. Discharge certificate in respect of Owner supplied equipment and machinery signed by the Owner.
  - X. Any other certificate/document which Owner may find necessary.
- d) The issue of completion certificate shall be without prejudice to the Owner's rights and Contractor's liabilities under the Contract, including the Contractor's liability for the defect liability period nor shall the issue of a completion certificate in respect of the Works or Work at the job Site be construed as a waiver of any right or claim of the Owner against the Contractor in respect of Work or the Works at the job Site in respect of which the completion certificate has been issued.
- e) Up to and until issue of the completion certificate as provided for herein above in respect of the Works or the Works at job Site the relative Work(s) shall be and remain at the risks of the Contractor in all respects, including (but not limited to) accident, fire, lightning, earthquake, flood, store, tempest, riot, civil commotion and /or war.

## **ARTICLE-28: SUSPENSION OF WORK ON INSTRUCTION OF OWNER**

- a. The Contractor shall on the written order of the Owner, delay or suspend the progress of the Work for such time or times and to such extent and in such manner as Owner may specify.
- b. All reasonable expenses incurred by the Contractor by reason of such delay or suspension by the Owner otherwise than in consequence of some default on the part of the Contractor shall be added to the Contract Price, provided that no claim shall be made under this Article unless the Contractor has within 7 days, after the event giving rise to the claim, give notice in writing to the Owner of his intention to make such claim. However, no compensation for suspension of

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

Work by the Owner shall be payable to the Contractor if the period of suspension is 30 days or less.

- c. If in the opinion of the Contractor the suspension shall necessitate any extension in the time of completion, the provision of Article 25 hereof and related Article in respect of extension of time shall apply.

### **ARTICLE-29: CANCELLATION OF CONTRACT**

- a. The Owner shall be entitled at any time at its discretion to cancel the Contract if, in the opinion of the Owner, the cessation of the Work becomes necessary owing to any cause whatsoever, and a notice in writing from the Owner to the Contractor of such cancellation and the reason(s) therefore shall be conclusive proof of such cancellation and the reasons thereof.
- b. Upon cancellation of the Contract, the Owner shall take over from the Contractor the approved materials lying at job Site on the date of the cancellation at the rate(s) for such material(s) as specified in relative item(s) of the schedule of rates, and if the rate(s) for any material(s) be not (in the opinion of the Owner which shall be final) specified in the schedule of rates at market rate(s) for such material(s) current on the date of the cancellation. The decision of the Owner as to the approved materials lying at Site on the date of cancellation and the quantities and market rate(s) thereof shall be final and binding upon the Contractor.
- c. The Contractor shall not be entitled to any compensation in addition to the payment for the Work actually performed by rates as a result of such cancellation notwithstanding that such cancellation may have resulted in the performance of quantities of Work below the quantities indicated in the form of schedule of rates and/or of a value below the total Contract Value indicated in the Work Order.

### **ARTICLE-30: TERMINATION**

- a) The Owner may, for breach of any provision of the Contract by the Contractor at any time by notice in writing to the Contractor, terminate the Contract.
- b) In the event of termination pursuant to paragraph(s) of this Article-
  - I. The Contractor shall carry out instructions of the Owner in connection with such termination including the cancellation of orders and the termination of contracts, which the Contractor may have placed with others.
  - II. The Owner shall pay the Contractor for all materials used and Work executed pursuant to the Contract, but unpaid at the date of such termination together with any costs necessarily incurred by the Contractor in connection with the Work as a result of such termination provided that Owner shall not be liable for any indirect loss, any business loss or damage or loss of profit suffered by the Contractor as a result of such termination.
  - III. For the purpose of determining the amount due to the Contractor joint measurements shall be taken for the Work completed and material supplied as on the date of termination. Bill prepared by the Contractor on the basis thereof shall be deemed to be the final bill.
- c) The Contractor shall upon receiving notice from the Owner in accordance with paragraph (a) of this Article, notify the Owner within a reasonable time of the sums for materials used and Work executed as mentioned in paragraph (b) (ii) of this Article. These sums and all terms and conditions of termination pursuant to this Article may be agreed in writing between the Owner and the Contractor.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

2. In the event of any breach of the provisions of the agreement or default in the performance of the obligations by the Contractor not being remedied by him within 30 days of receipt of notice in that behalf from the Owner, the Owner shall be entitled to terminate the Contract forthwith without prejudice to its other rights and remedies hereunder, by a communication in writing to the Contractor and as such on termination the Contractor shall be liable to pay to the Owner for all loss and damages and sums that may be suffered and incurred by the Owner including the additional costs incurred in rectifying default and/or completing unfinished Work notwithstanding anything contrary contained in this Contract.
3. Upon termination of the Contract pursuant to this Article, obligations of the parties hereto shall cease except as to the liabilities of either party to the other for obligations accrued prior to the date of such termination.
4. Within 15 days of completion of measurements, the Contractor shall clear the job Site of all scaffolding, wiring surplus materials, labours, construction tools, equipment & machinery and shall dismantle, demolish and remove Site office, labours quarters etc. or any other thing instructed by Owner. Should the Contractor fail to comply with the instructions of Owner in this regard, Owner shall be entitled to take undisputed possession of Site and take action for Site clearance at the risk and cost of Contractor.

### **ARTICLE-31: MAINTENANCE PERIOD**

#### **1. For Turn-key jobs**

- a. The Contractor guarantees that the Work shall be engineered, designed and executed to perform the desired function in accordance with the Contract in case of turn key jobs. He shall protect the Work until the completion of the same is certified in writing by the Owner.
- b. The Contractor undertakes to repair or replace, free or cost to the Owner pursuant to the Contract, any such equipment or Work which shall be demonstrated to be defective in design, material or workmanship under normal operating conditions within a period of 12 months after the Work has been completed.
- c. If the Contractor replaces or renews any portion of the Work, the provisions of this article shall apply to the portion of the Work, so replaced or renewed until expiration of 12 months from the date of such replacement or renewal.
- d. In case of defective equipment not repairable at Site but essential for the continued use of the Work, the Contractor shall replace at Site the said defective equipment before it is removed from the Site.

#### **2. FOR OTHER WORKS**

- I. The Contractor guarantees that the Work shall perform in accordance with the Contract. He shall protect the Work until the completion of same as certified in writing by the Owner.
- II. The Contractor shall also maintain in good and substantial repair, fair wear and tear expected, the whole of the Works until the expiration of the maintenance period of 12 months after the certified completion of the Works as whole and he shall also be liable for the soundness and stability thereof, and be responsible for injury to any person or property owing to any settlement, failure, defect, damage or fault due to any cause whatsoever other than earthquake or fire during this period. This liability and responsibility shall not be affected or removed by any certificate of satisfaction or for payment of money, which the Owner may at any time give or

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

have given. Moreover, the Contractor shall at his own cost, restore such settlement, failure, defect, damage or fault without charge to the Owner or the Owner may restore such settlement; failure, defect or damage at the Contractor's risk and cost. In any case, the Contractor shall be liable for and shall pay and make good to the Owner or other person or parties being entitled thereto, all losses, costs and expenses they or any of them may put to or be liable to be by reason or in consequence of the settlement, failure, damage or defect and the Owner may deduct the amount of losses, cost or expenses from any sum due or to become due to the Contractor, or may recover the same from his performance guarantee.

- III. The defects or other faults which may appear within the said maintenance period and which in the opinion of the Owner who shall be the sole deciding authority in this respect have arisen from material or workmanship not in accordance with the Contract, shall be rectified by the Contractor at his own cost to the satisfaction of the Owner within the period mentioned in the notice to be issued by the Owner specifying the defects and directing the rectification thereof. Failing this rectification the Owner will be at liberty to rectify the said defects by and through any other agency at their sole discretion entirely at the risk and cost of the Contractor. In the event of such rectification being carried out by the Owner on default of the Contractor Owner shall deduct from the Contractor's dues such sum of money as may be certified by the Owner for the rectification for the said defects. The certificate of the Owner in this respect as aforesaid shall be final, binding and conclusive to the Contractors. Provided always that the liability of the Contractor under this condition shall not extend beyond the maintenance period as aforesaid except as regards the defects and faults which the Owner may have previously given notice to the Contractor to rectify.

### **ARTICLE-32: PAYMENT DUE FROM THE CONTRACTOR**

All costs, damages or expenses for which the Contractor is liable under the Contract may be deducted from any money due or becoming due to the Contractor on any account whatsoever or may be recovered by action at law or arbitration.

### **ARTICLE-33 : OBSERVANCE AND COMPLIANCE OF STATUTORY RULES/ LAWS**

- a) The rights and obligations of Owner and Contractor and provisions of the agreement shall be governed by the Indian Laws.
- b) The Contractor will be fully responsible for all matters arising out of the performance of the Contract and shall comply at his own expenses with all the laws/ enactment's/ orders/ regulations/ statutory obligations, whatsoever, of the Government of India/State Govt./any Statutory or non-statutory authority. The Contractor hereby agrees to indemnify and keep harmless the Owner against all liabilities in this respect. The Contractor shall be fully and exclusively responsible for the Work, conduct, supervision and control of all their own personnel and personnel employed by the sub-contractor engaged by them and Owner shall in no way be responsible for supervision, control etc. of these personnel. Since the Contractor shall have full and exclusive supervision and control over the Contract awarded to him and the people engaged for this purpose, the Contractor or his sub-contractor, as the case may be, shall be the principal employer under the contract labour (Regulation & Abolition) Act. 1970 and the Contractor shall register himself as such; and the Owner shall have no responsibility and liability on this account.
- c) The Contractor shall observe all safety rules so that no harm or damage is done to the Owner's employees or property. The Owner shall have their right to object to any unsafe practices followed by the Contractor or their subcontractors. If on account of the Contractor or sub-contractor, Owner's property or personnel are likely to suffer any damage in such cases any

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

directions, issued by Owner shall be complied with by the Contractor and their sub - contractors.

- d) The Contractor shall at all times be responsible for Work under the supervision and control of all its personnel in connection with the Work awarded to him under this Contract whether the personnel are employed by the Contractor or by any sub-contractor engaged by him.
- e) If, in the opinion of Owner, any employee or employees of the Contractor or his sub-contractor is found to be suffering from any disease, infections or otherwise or if any employee of the Contractor or his sub-contractor is found to commit any misconduct including use of intoxicants or on account of any other reasonable cause, Owner at its sole discretion may if require, the Contractor to remove such employee(s) without questioning the decision of the Owner in this respect and Owner will be entitled to restrain such employee(s) from entering the premises.
- f) The Contractor shall engage sufficient number of personnel with suitable qualification and experience so that the Work and job assigned to the Contractor are completed as per the specifications and within the time schedule.
- g) Contractor shall be responsible to keep himself informed of all the statutory laws, rules and Regulations of Central Government, Municipality etc. Contractor shall be responsible to secure compliance with all central and state laws as well as the rules, regulations, bye-laws and orders of the local authorities and statutory bodies as may be in force from time to time.
- h) Contractor shall be responsible to ensure that no loss or damage is caused to the adjoining property around the battery limits of the project. In case of any damage or loss to adjoining property, which is attributable to them, the Contractor shall make good the loss or damage at his own cost.
- i) The wages of every laborers employed by the Contractor under this Contract shall be paid by him before the expiry of 7 days after the last day of the month in respect of which the wages are payable (i.e. wages of the previous month). The minimum wages rates. as notified from time to time by the Government as per the minimum wages act. 1948 and/or such other authority will have to be paid by the Contractor to all his workers. The payments shall be disbursed against muster roll in the presence of the Owner's representative and the same shall be effected during working hours in the factory premises. In case of any default/delay, the company will have the right to disburse the due payments to the Contractor's workmen and the amount so disbursed together with any other expense incurred by the company to meet the Contractor's pending bills/security deposit, if any besides, the Owner shall also have the right to cancel the Contract forthwith.

### **j) Provident Fund**

The Contractor will also strictly observe the provisions of employees provident fund act. The Tenderer to whom work is awarded will be required to obtain P. F. Code no. from R.P.F.C./ A.R.P.F.C. & remit the recoveries to him. The Contractor will submit documentary evidence of his registration with R.P.F.C./A.R.P.F.C. & details of remittance to Owners on a monthly basis during the entire Contract period, failing which the payment of bills will not be released.

## **ARTICLE-34: ARBITRATION**

- a. Any dispute or difference whatsoever arising between the parties out of relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.



## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

- b. The performance under this Contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the Contractor is specifically directed by Owner to desist from working in this behalf.
- c. The venue of all arbitration shall be New Delhi.
- d. The language of proceedings shall be English.
- e. The Law governing the substantive issues between the parties shall be the Laws of India.+

### **ARTICLE-35: RECOURSE**

The Owner shall have recourse to the Contractor for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of or in connection with any failure of the Contractor to perform any of his obligations under the terms of Contract.

### **ARTICLE-36: ADVERTISEMENT**

No advertisement, publicity matter or other literature in relation to the Contract or the Work is to be published or utilized by the Contractor except with prior written permission of the Owner.

### **ARTICLE-37: CONSTRUCTION OF CONTRACT**

The Contract to the exclusion of all other agreement, statements or representation whether oral or written constitutes the full agreement between the parties hereto for the Work to be performed hereunder.

### **ARTICLE-38: INTERPRETATION OF CONTRACT**

- a. The several Contract documents forming the Contracts are to be read together as a whole and are to be taken as mutually explanatory.
- b. Should there be any doubt or ambiguity in the interpretation of the Contract documents or error, omission or contradiction therein or in any of them, the Contractor shall prior to commencing the relative Work, apply in writing to the Owner for his decision in resolution of the doubt, ambiguity or contradiction or correction of the error or omission, as the case may be. Should the Contractor fail to apply to the Owner for his decision, as aforesaid prior to commencing the relative Work, the Contractor shall perform said Work as per interpretation of Owner whose decision shall be final and binding on Contractor.

**SITE WORKING AND SAFETY CONDITIONS**

**1.0 SITE LOCATION**

The location of the project site is approximately 6 kms from Khagaria Railway Station. The Site is comparatively level and access roads and internal roads are generally available in the existing complex. Any extra requirement for these for Contractor's specific use shall be Contractor's scope at his cost.

**2.0 SITE ESTABLISHMENT**

- 2.1 The Contractor shall provide all huts, stores, tarpaulins and other covers for the accommodation of his staff, workmen and materials. All materials likely to deteriorate in the open shall be stored under suitable cover.
- 2.2 The Contractor shall advise the Owner within 15 days of the placement of LOI his space requirement which shall include for office, covered storage, open storage, fabrication space, etc. Depending on availability & requirement, space shall be allotted to the Contractor for the duration of this Contract. He will not be permitted to make use of any other space without the sanction of the Owner. The use of this space shall strictly be made for the execution of this Contract only. The sanitary conditions of the ground in or around such structures shall, at all times, be maintained by the Contractor in a manner satisfactory to the Owner.
- 2.3 The security of the Contractor's equipment and materials is his own responsibility.
- 2.4 The material if any issued to the Contractor by the Owner will remain under the custody of Contractor as a trustee. However, title on the same will remain with the Owner. The Contractor will be responsible for loss or damage to such materials and shall preserve them in good working condition as required for the Contract and good construction practices till such time that they are incorporated in the Works and erected, aligned and fully installed in position and handed over to the Owner. In case the Owner feels that arrangements made by the Contractor are not adequate he shall so advise the Contractor and the Contractor shall promptly take corrective action. In case the Contractor fails to take corrective action, the Owner shall take such corrective actions and recover the cost thereof from the Contractor's Bills. Account of such material on completion of Work shall be rendered and surplus material returned to the Owner as per instructions of Owner.
- 2.5 The Contractor shall clear away periodically any rubbish, scrap materials, etc. and dump the same in the area indicated by the Owner. All construction material shall be neatly stacked in an orderly manner as directed by the Owner and care shall be taken to allow proper access to workmen and easy movement of men, vehicles, cranes and materials.
- 2.6 The Contractor shall maintain all the drawings carefully mounted on the board of appropriate size and well protected from the ravages of weather termites and other insects.
- 2.7 The Contractor shall not permit the entry to the Site of any person not directly connected/concerned with the Work without first having obtained the written permission of Owner.
- 2.8 The Contractor shall submit a list of plant, equipments, tools, tackles, etc. which he will use, to perform the Work. The Contractor shall submit a list in duplicate of all materials, tools and tackles etc. brought inside the plant site duly signed by Owner's security staff as per the rules laid by Owner. These tools, etc. shall not be removed from the site till the completion of job. A gate pass must be obtained from the Owner in order to remove from Site any plant, machinery, tools, materials and equipment.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

- 2.9 All items such as instructions and other pertinent data regarding erection/commissioning and maintenance should be typed and classified for transmittal in a manner approved by the Owner.
- 2.10 All employees of the Contractor shall conform to rules of conduct, etc. established by the Owner from time to time. Failure to conform to such rules will be sufficient cause for removal of such person from the site.
- 2.11 The Contractor will be responsible for providing all plant, tools and tackles, consumables and scaffolding required for the execution of Work as per the best engineering practices.
- 2.12 The receipt, unloading, movement and storage at Site of all the Contractor's plant, tools and materials are his responsibility. The receipt, movement & storage of material issued by Owner also shall be the responsibility of the Contractor.

### **2.13 ELECTRICITY [Refer Clause no.3 of Attachment-XV which shall prevail]**

The contractor shall advise the owner within 07 days of the placement of LOI/Work Order his electrical power requirements to allow the planning of the temporary electrical distribution. Power, subject to availability will be made available **at SEB Rates** at one point within 100 meters distance from contractors work and shop. Contractor shall make his own arrangement at his cost for drawing power from the Owner's distribution boards to his own distribution board. The power supply shall be made available at 415V, 3Phase 50 Hz. 4 wire system.

Uninterrupted power supply cannot be guaranteed by the Owner. The contractor shall ensure proper maintenance of distribution network in his area of work. Contractor may be required by owner to use his diesel driven generating and welding set at site at his own expense. In this tender, contractor should indicate the number of diesel/generating driven welding set that will be deployed by him. All temporary wiring from the supply point for either power or lighting will be responsibility of the contractor.

However, contractor shall not be entitled for any extension of time, claim for idle manpower and/or loss of production or profits due to disruption in power supply. All temporary wiring must comply with local regulations and be subject to the Owners inspection and approval before connection to supply. Owner shall provide general illumination at site. Additional lights if required by contractor shall be arranged by the contractor. However, the contractor shall not use the power for running of stone crusher etc.

### **2.14 Construction Water [Refer Clause no.2 of Attachment-XV which shall prevail]**

The Contractor shall advice the Owner within 7 days of the placement of LOI, his water requirement. Supply of water will be made available at one point on the Site **(free of cost)**. Any further distribution will be the responsibility of the Contractor. The Contractor shall ensure proper maintenance of distribution network in his area of work and maintain the same failing which it shall be got repaired by Owner and twice the actual repair cost will be debited to the Contractor. Wastage in the consumption of water shall be watched and in event of any misuse the supply shall be disconnected without any claim from the Contractor. This shall be restored only after proper precaution is ensured by the Contractor against wastage and misuse.

### **2.15 First Aid**

The Contractor may have access to the Owner's qualified first aid personnel , in case of accidents, if available. The Contractor will, however provide a first aid post for minor injuries to their staff.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

### **3.0 SUPERVISION OF WORK**

- 3.1 The Contractor shall submit to the Owner a resume of his site supervisors for approval prior to commencement of the Work. Once approved, the Contractor shall not remove his site supervisors without prior concurrence of the Owner.
- 3.2 The entire Work is to be completed as per the agreed time schedule. The programme of the Work in details shall be submitted by the Contractor before commencement of Work. The detailed programmes prepared by the Contractor shall conform to the targets set forth in the time schedule and will be subject to the approval of the Owner. All the Work shall be carried out in such a manner that the work of other agencies at Site is not hampered due to any action of the Contractor.

### **4.0 INSPECTION**

The work of the Contractor shall be subject to inspection by the Owner at all times.

### **5.0 EMPLOYMENT OF LABOUR**

- 5.1 The Contractor will be expected to employ on the Work only his regular skilled employees with experience of this particular Work. The permission of the Owner must be obtained before tradesman is recruited locally for the Work. This rule does not apply to unskilled labour. No female labour shall be employed in dark hours i.e. hours prohibited under the applicable law. No person below the age of eighteen years shall be employed at any point of time.
- 5.2 All traveling expenses including provision of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees are his own responsibility.
- 5.3 The hours of work on the Site shall be decided by the Owner and Contractor shall adhere to the same.
- 5.4 All Contractor's employees shall wear safety helmet and such identification marks as may be provided by Contractor on Work Site and duly approved by Owner.
- 5.5 All notices displayed on the Site and any instructions issued by the Owner shall be strictly adhered to by the Contractor's and/or his sub-contractors employees.
- 5.6 Contractor will arrange for Ration Cards and Permits for labour as per statutory provisions for its labour, as necessary.
- 5.7 The Contractor shall be required to maintain employment records as covered in relevant Acts and produce documentary evidence to the effect that he has discharged his obligations under the Employees Provident Fund Act 1952 for the workmen working at site.
- 5.8 In case the Owner becomes liable to pay any wages or dues to the labour of the Contractor or his sub contractor or any Govt. agency under any of the provision of the Minimum Wages Act, Workmen Compensation Act or any other law due to act of omission of the Contractor, the Owner may make such payment and shall recover the sum from Contractor's bills or any other dues.

### **6.0 COMPLETION OF WORK**

Before finally leaving Site, all the Contractor's store, huts, plant, tools and rubbish shall be removed and the Site left clean and tidy. The space allocated by Owner shall be vacated and handed over to the Owner.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

### **7.0 WORKING AND SAFETY REGULATIONS**

- 7.1 The Contractor shall observe all statutory, safety and legal requirements regulations issued by Central and State Governments applicable to the Work as well as any local regulations applicable to the Site / issued by the Owner or any other authority.
- 7.2 Particular attention is drawn to the following:  
In case of accident, the Owner shall be informed in writing forthwith. The Contractor shall strictly follow regulations laid down by Factory Inspector, Govt. and State authorities in this regard. Contractor shall fence his plant, platforms, excavations etc.  
Compliance with all electricity regulations .  
Compliance with statutory requirements for inspection and test of all lifting appliances and auxiliary lifting gear .
- 7.3 Staircase, doors or gangways shall not be obstructed in any way that will interfere with means of access of escape.
- 7.4 No excavations will be started without the permission of the Owner, who will inform the Contractor of the position of any pipes or cables known to be buried in the area. All excavations must be effectively railed off at all times, or completely boarded over properly marked during the hours of darkness by red warning lamps, using Flame proof warning lamps in non smoking areas. Debris or material which cannot be immediately removed must be heaped in such a way as to be immediately remove and also to leave adequate passage way. Any finds such as relics or antiques coins or fossils etc. shall be promptly handed over to the Owner.
- 7.5 The Contractor will notify the Owner of his intention to bring on the Site any equipment, such as, space heating or welding apparatus or any container holding liquid or gaseous fuel or other substance which might create a hazard. The Owner will have a right to prohibit the use of such equipment or to prescribe the conditions under which such equipment may be used. The Owner will have the right to inspect any construction plant, and to forbid its use if in his opinion it is unsuitable or unsafe. No claim arising there from shall be made by the Contractor.  
The Contractor or any one acting on his instructions will not bring on to the Site any radio active substance or any apparatus using such substances or any X ray apparatus until written permission and direction regarding the use of such equipment has been received from the Owner.  
The Contractor shall be responsible for the safe storage of the radiographic sources or those of his sub contractors.
- 7.6 The Contractor will meet all requirements, and act on the instructions of the Owner where it is necessary to operate a permit to work system.
- 7.7 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosive, the Contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulation laid down in Petroleum Act 1934. Explosive Act 1948 and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosive of India. All such storage shall have prior approvals of the Owner. In case any approval or clearance from Explosive or any statutory authorities is required, the Contractor shall be responsible for obtaining the same.
- 7.8 The Contractor shall have his own Fire Fighting Extinguishers and Equipment.
- 7.9 The Contractor shall be responsible for the provision of all safety notices safety equipments including the safety gadgets for his workmen required by both the relevant legislation and such as the Owner may deem necessary.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

7.10 While working at heights, safety belts shall necessarily be used.

### **8.0 ELECTRICAL SAFETY REGULATIONS**

8.1 In no circumstances will the Contractor interfere with fuse and electrical equipment belonging to the Owner or other contractors.

8.2 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other contractor or Owner, he will -

- I. Satisfy the Owner that the appliance is in good working condition.
- II. Inform the Owner of the maximum current rating, voltage and phase of appliance.
- III. Obtain permission of the Owner dealing the sockets to which the appliance may be connected.

8.3 The Owner will not grant permission to plug in until he is satisfied that-

- I. The appliance is in good condition and is fitted with a suitable plug.
- II. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be earthen metal sheath surrounding the cores.

8.4 No electric cable in use by the other Contractor/Owner will be distributed without prior permission. No weight of any description be imposed on any such cable and no ladder or similar equipment will rest against or be attached to it.

8.5 The voltage for all portable equipment e.g. drilling machines, temporary lighting etc. will not exceed 240 volts.

8.6 No work must be carried out on any live equipment. The equipment must be made safe and a "permit to work" issued before any work is carried out.

8.7 Contractor shall employ electrician to maintain his temporary electrical installation.

**ADDITIONAL CONDITIONS OF CONTRACT**

**ARTICLE 1 - WORK TO BE PERFORMED**

The Contractor shall perform the Work as mentioned in the Work Order upon the terms and conditions and within the time specified in the Contract documents.

**ARTICLE 2 – JURISDICTION**

In the event of any dispute arising from this Contract, court at New Delhi alone shall have jurisdiction to try and hear the dispute.

**ARTICLE 3 - ENTIRE CONTRACT**

The Contract documents hereof embody the entire Contract between the parties hereto, and the parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreement of any kind not included within the Contract document and all prior negotiations, representative, contract, any/or agreement and understanding are hereby cancelled.

**ARTICLE 4 – NOTICE**

Subject to any provision in the Contract documents to the contrary, any notice, order or communication sought to be served by the Contractor on the Owner with reference to the Contract shall be deemed to have been sufficiently served upon the Owner (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by registered acknowledgment due post to the Owner as defined in the General Conditions of Contract.

Without prejudice to any other mode of service provided for in the Contract documents or otherwise available to the Owner, any notice, order or other communication sought to be served by the Owner on the Contractor with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through registered post acknowledgment due to the principal office of the Contractor at.....

**ARTICLE 5 – WAIVER**

No failure or delay by the Owner in enforcing any right or remedy of the Owner in terms of the Contract or any obligation or liability of the Contractor in terms thereof shall be deemed to be a waiver of such right, remedy, and notwithstanding such failure or delay, the Owner shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

**ARTICLE 6 – CONSIDERATION**

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

Subject to and upon the terms and conditions contained in the Contract document. The Owner shall pay Contractor consideration as specified in the Contract documents upon the satisfactory performance of the said Work and/or otherwise as may be specified in the Contract documents.

### **ARTICLE 7 - NON-ASSIGNABILITY**

The Contract and benefits and obligations thereof shall be personal to the Contractor and shall not on any account be assignable or transferable by the Contractor except with specific prior permission of Owner.

### **ARTICLE 8 - CONTRACTOR'S RESPONSIBILITIES**

The Contractor shall have the following responsibilities in carrying out the Work and the Project Coordination Services.

- i. The Contractor shall, on the instruction of the Consultant/ PMFPPL's Representative, immediately dismiss from the Work any person employed thereon by him who may, in the opinion of the Consultant and PMFPPL's Representative, be incompetent or who engages in unlawful or disorderly conduct, and such persons shall not be re-employed on the Work without the prior written permission of the Consultant.
- ii. Contractor shall indemnify the PMFPPL for loss suffered by the PMFPPL on account of any act/ omission/ neglect of the Contractor's workers, employees and Sub-contractors etc.
- iii. The Contractor shall comply with all safety standards to the satisfaction of the PMFPPL's Representative/ Consultant.
- iv. The Contractor shall take full responsibility for the management & supervision of the Sub-contractors and the Nominated Sub-Contractors and the Contractor's Representative. The Contractor shall act as an independent contractor in the performance of its obligations under the Contract. The employees and the Sub-contractors utilised by the Contractor shall not be construed as the PMFPPL's employees and shall work under the control and management of the Contractor who shall be solely responsible for their acts. The Contractor shall be solely responsible for the payment of compensation and all statutory benefits of its employees and the employees shall be informed that they are not entitled to any of the PMFPPL's employee benefits. The Contractor and not the PMFPPL shall be solely responsible for payment of all statutory payments including without limitation, provident fund, workers' compensation, disability benefits and unemployment insurance or for withholding and paying employment taxes for the Employees. The employees and the Sub-contractors shall affirm they are not employees of the PMFPPL for any purpose and that they shall not exercise any rights, seek or be entitled to any benefit accruing to the regular employees of the PMFPPL.
- v. The Contractor shall exercise constant and continuous supervision and control over the workmanship, materials, plant, machinery, transport and all other things (whether of temporary or permanent nature), equipment required for proper execution of the works report on the status of the same to the PMFPPL/Consultant as and when required in terms of the Contract.



## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

- vi. Any loss or damage caused by the Contractor and their staff to the structure and/or services of the building shall be to Contractor's account and would be recovered from them through deductions from their running bill.
- vii. The Contractor shall execute the whole and every part of the Works in the most substantial and workmanlike manner, both as regards materials and labour and otherwise in every respect in strict accordance with the specifications. The Contractor shall conform exactly, fully and faithfully to the designs, drawings and instructions relating to the work, in writing.
- viii. The Contractor shall be responsible for obtaining all necessary permits, approvals, certificates and submit the same to the Consultant prior to the commencement of the Works.'
- ix. All the obligations and responsibilities of the Contractor under the Contract shall be duly fulfilled subject to the satisfaction of the PMFPPL's Representative and the Consultant.
- x. Before commencing any item of work, the Contractor shall co-relate all relevant drawings and information and satisfy themselves that the information available thereof is complete, unambiguous and without any discrepancies. The Contractor shall be responsible for any errors in the execution of the works and/or damage caused due to any discrepancy in the Contract documents, which was overlooked by the Contractor and/or their Sub-Contractor, and is not brought to the notice of the Consultant.
- xi. Levels, dimensions and other information shown on the drawings are believed to be correct. The Contractor shall, however, verify them for themselves and no claim or allowance whatsoever shall be entertained on account of any errors or omissions in the levels, dimensions, etc. from those shown in the drawings
- xii. Any activity conducted or responsibility assumed by the PMFPPL or the Consultant shall not relieve the Contractor of any of its obligations and responsibilities under the Contract.
- xiii. The Contractor shall observe sound and established engineering practices in the execution and completion of the Works in accordance with the Contract. The Contractor shall use latest standards, codes and regulations, as applicable for the purpose specified and suitable for respective uses intended. The Contractor must keep at site the latest IS codes for quick referencing.

**ISSUE OF MATERIALS**  
**(Not Applicable for this tender)**

Sr. No.	Particulars of Materials	Rate at which materials will be issued		Place of Issue
		Unit	Rate, Rs.	
1	Cement, Portland ordinary (43 Grade)	MT	<b>As Given in Bid Documents</b>	AT the project site.
2	High-yield strength Deformed or twisted steel bars in available lengths (all diameters).	MT		- do -
3	Mild steel bars, round in available lengths. (All diameters)	MT		-do-
4	Structural steel for civil works a. MS Angle b. MS Channel c. MS Joist d. MS plate & flats e. MS pipes	MT		-do-

**NOTE:**

- a) Materials shall be issued to the Contractor solely for the purpose of incorporation in the Works.
- b) Contractor shall submit his demand for the materials in writing to the Owner at least 7 days in advance of his requirements. Materials shall be issued keeping in view the Contractor's progress of the Work. Quantities issued may, however, be limited to the extent materials are required or the next 15 days.
- c) Cement and steel shall not be issued for RCC pipes and similar other items of Work which are available ready made in the market or are specified to be of the approved make.
- d) In case ordinary Portland cement is not available, Owner may issue blast furnace/ Portland pozzolane cement at the issue rate stipulated in the tender.
- e) In case of more than one type/quality of cement is issued the type/quality of cement and the location where used shall be kept on record. Different types of cement supplied under this schedule shall be stacked separately and shall not be mixed together in use.
- f) Cement will be issued as received by Owner. Weight of each bag of cement for the purpose of issue will be reckoned as 50 kg. The Contractor shall have no claim on account of any variation in the weight of cement bag issued to him.
- g) The empty cement bags are non-returnable.
- h) All steel items shall be issued on weight basis only.

**1. GENERAL**

- 1.1. The Contractor shall at this own expense, provide all materials required for the Works other than those, which are to be supplied by Owner. Adequate stock of all the materials required for the Work is to be maintained at Site.
  - 1.1.1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Owner furnish proof to the satisfaction of the Owner that the materials so conform to the laid down specifications.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

- 1.1.2. The Contractor shall, at his own expense and without delay, supply to the Owner samples of materials proposed to be used in the Work. The Owner shall within seven days of samples, or with in such further period as he may require, intimate the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply the Owner for his approval fresh samples complying with the specification laid down in the Contract.
- 1.1.3. The Owner shall have full powers to require removal of any or all the materials brought to Site by Contractor which are not in accordance with the Contract specifications or do not conform in character or qualify to the samples approved by him. In case of default on the part of the Contractor in removing erected materials, the Owner shall be at liberty to have them removed by other means. The Owner shall have full powers to direct other proper materials to be substituted for erected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All risks and costs, which may arise upon such removal and/or substitution, shall be borne by the Contractor.
- 1.1.4. The Contractor shall indemnify the Owner or any agent, servant or employees of the Owner against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay royalties or other charges which may be payable in respect of any article or materials or part thereof included in the Contract. In the event of any claim being made or action being brought against the Owner or any agent, servant or employee of the Owner in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.
- 1.1.5. All charges on account of Octroi, terminal or sales tax and other duties on materials obtained for the Works from any source (excluding materials supplied by Owner) shall be borne by the Contractor.
- 1.1.6. The Owner shall be entitled to have tests carried out as specified for any material supplied by the Contractor other than those for which, as stated above satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expenses all facilities which the Owner may require for the purpose. The cost of the materials consumed in tests shall be borne by the Contractor in all cases.
- 1.2. **MATERIALS TO BE SUPPLIED BY THE OWNER TO CONTRACTOR**
- 1.2.1. Materials to be supplied by the Owner to the Contractor are shown above which also stipulates the place of issue and rates to be charged in respect thereof.
- 1.2.1.1. The Contractor shall not have the option to refuse to take the delivery of materials offered to him. No claim on this account shall be entertained.
- 1.2.2. **ISSUE OF CEMENT**
- 1.2.2.1. Cement will be supplied by the Owner to the Contractor, unless mentioned otherwise. Cement issued by the Owner will be normally supplied ex-Owner's stores located in Plant Site premises in such condition as received from the manufacturers.
- On receiving the consignment of materials from the Owner, the Contractor shall acknowledge in writing the receipt thereof giving full particulars of quantities, grade and quality. Should there be any damage of the materials in transit the Contractor shall immediately report the matter to the Owner.
- The material issued to the Contractor shall at all times remain the absolute property of the Owner and all surplus or unserviceable material shall be returned by the Contractor to the Owner after the completion of Work. It is expressly agreed that the Contractor shall hold the material as a bailee and for the trust for the Owner and in the event of the failure of the Contractor to utilise the materials, for the Owner or to delivery the surplus or unserviceable

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

material, the Contractor shall be liable for criminal breach of trust and also for payment as provided hereafter.

Contractor shall take proper care of the material issued by the Owner and protect the same from weathering and damage. The material rendered unserviceable from damage while in the Contractor's custody shall be replaced by the Contractor at his own cost last determined by the Owner.

1.2.2.2. The cement will generally be issued on weight basis and the lot received first will be issued first and the lot received later will be issued later.

1.2.2.3. For recovery of excessive consumption of cement, the following procedure will be adopted:-

"If actual consumption exceeds theoretical consumption by +3% no action shall be taken. If actual consumption exceeds the theoretical consumption by more than 3% recoveries shall be made for excessive consumption (over 3%) of the material at the rate of Rs 6,000.00 per MT. The theoretical consumption of cement for various items of Work including reinforced cement concrete works shall be calculated on the basis of cement consumption co-efficient as per the CPWD specifications/schedule of rates - 1997/latest amendment..

Where concrete of design mix is stipulated for the RCC works, the theoretical consumption of cement shall be calculated on the basis of the design mix approved.

1.2.2.4. In case of lower consumption of cement , recovery for sub-standard Work at the rate of Rs 12,000.00 per MT will be made in respect of the quantity of cement which is beyond the permissible percentage of variation (Below 3%) stipulated without prejudice to other right available to the Owner under the Contract condition.

1.2.2.5. Day to day account of cement

The day to day account of all receipts and issues of cement in each godown of the Contractor shall be maintained separately by the Contractor. These accounts shall be made available for inspection of the Owner, weekly reports of statements giving details of issue, consumption and stock in hand of materials issued by the Owner shall be submitted to the Owner.

1.2.2.6. Cement bags shall be stored in separate godowns with pucca floor and weather proof roof and walls.

1.2.2.7. Every cement godown shall be provided with proper locking arrangement. Any representative deputed by the Owner shall be allowed at all hours to conduct surprise checks and physical verification of the godowns at the Site of Works.

### **1.2.3. Reinforcement Steel for concrete work and rolled steel sections for structural steel Work:**

1.2.3.1. Steel shall be issued on weight basis in length and form as available in the stores, no claim on this account shall be entertained nor any claim for straightening the reinforcing steel, which might be issued in coils or in folded lengths, nor any claim shall be entertained for removal of tying pieces of bundles in case reinforcement bars are supplied in bundles tied together.

1.2.3.2. After completion of work scrap, that is cut pieces of steel bars and sections etc., shall be returned to the store by the contractor.

1.2.3.3. The minimum acceptable lengths/ sizes of returnable steel material ( for full credit ) shall be as specified below:

- |                                |   |   |
|--------------------------------|---|---|
| a. Structural sections, angles | : | Not less than 3 meters in length channels, joints, pipes          |
| b. Plate                       | : | Not less than 1 m <sup>2</sup> area with minimum width of 500 mm. |
| c. Reinforcement               | : | Not less than 3 meters in length                                  |

1.2.3.4. In case of steel reinforcement, steel used in this Work as per design or as authorised by the Owner including authorised lappages shall be measured. In case of structural steel work, steel used in the Work as per design or as authorised by the Owner shall be measured. In

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

arriving at the weight of reinforcement/structural's catalogue or as established by the Owner shall be final.

The theoretical quantity of reinforcing steel/structural steel required for the Work will be the measured quantity of steel as described above plus 5% wastage due to cutting into pieces. The difference of theoretical consumption and the total issues i.e wastage percentage is more than 5 %, then excessive wastage (over 5%) shall be recovered at the rate of Rs 50,000.00 per MT .

- 1.2.4. For the materials, which the Owner has agreed to supply, the Contractor shall give a reasonable notice in writing of his requirements to the Owner in accordance with the agreed phased programme. Such materials shall be supplied for the purpose of the Contract only. At the time of submission of bills, the Contractor shall properly account for materials issued to him to the satisfaction of the Owner and shall further certify that balance of material supplied are available at site.
- 1.2.5. All material issued to the Contractor by the Owner for incorporation or fixing in the Works (including preparatory work) shall, on completion or on foreclosure of the Works, be returned by the Contractor at his expense, at the place of issue, after taking due allowance for actual consumption, and tear and waste. If the Contractor is required to delivery such materials at a place other than the place of issue, he shall do so and the transportation charges from the site to such place, less incurred by the Contractor had such materials been delivered at the place of issue, shall be borne by the Owner.
  - 1.2.5.1. Surplus materials returned by the Contractor shall be credited to him by the Owner provided these are returned in the same form and condition in which they were issued.
  - 1.2.5.2. If on completion of Works, the Contractor fails to return surplus materials out of those supplied by the Owner, then in addition to any other liability which the Contractor would incur the Owner may, by a written notice to the Contractor require him to pay within a fortnight of the receipt of the notice, for such unreturned surplus materials, at the rate of Rs 50,000.00 per MT , failing which this amount will be deducted from the Contractor bills.
- 1.2.6. All materials shall be issued during the working hours of the Owner stores department, which may be in force from time to time.
- 1.2.7. The Contractor shall comply with the rules/procedures/ instructions that would be in force in the Owner Stores departments regarding issue and receipt of materials and no claim shall be entertained due to any delay or hindrance on account of the above.
- 1.2.8. The Contractor shall not be entitled to claim any compensation from the Owner for any loss suffered by him on account of delay by the Owner in the supply of materials where such delay is caused by:
  - i. Difficulties relating to the supply of railway wagons.
  - ii. Any other reasonable cause beyond the control of the Owner.

In case of such delay in the supply of materials the Owner may grant such extension of time for the completion of the Work as shall appear to the authority to be reasonable in accordance with the circumstances of the case. The decisions of the competent authority as to the extension of time shall be accepted as final by the Contractor.

### **1.3. Method of storing the material**

The Contractor shall at his own cost, provide for all necessary storage on the Site in specified area for all materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of Sun, wind, rain, dampness or other natural causes due to exposure

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

in the open in the compounds or in stores, in such a manner that all materials, tools, etc. shall be duly protected from damage, by weather or any other cause.

- 1.4. The Contractor shall bear the cost of loading, transporting to site, unloading, storing under cover as required, assembling and joining the several parts together as necessary and incorporating or fixing materials in the Work including all preparatory work of whatever description as may be required.
- 1.5. The Owner officials concerned with the Contract shall be entitled at all times to inspect and examine any materials intended to be used in or on the Works, either on the Site or at factory or workshop or other places where such materials are assembled, fabricated, manufactured or at any place where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- 1.6 All the materials including Contractor's Tools & Plant brought by the Contractor to the Site shall become and remain the property of Owner and shall not be removed off the Site without prior writing approval of the Owner. But wherever the Works are finally completed and advances, if any, in respect of such materials are fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus materials supplied by him and upon such removal, the same shall revert in and become the property of the Contractor.
- 1.7 Return of Materials
  - a) The Contractor shall render full account of material issued and consumed.
  - b) Property in the materials shall always vest in the Owner.
  - c) The Contractor shall not use the materials for any other than the purpose for execution of the Contract.

**PROCUREMENT OF MATERIALS AND CONSUMPTION**

**GENERAL**

- 1.1 The Contractor shall at his own expenses, provide all materials required for the Works. Adequate stocks of all materials required for the Work are to be maintained at Site. No material (unless as provided elsewhere in this document) shall be supplied by the Owner.
- 1.2 All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Owner furnish prior to the satisfaction of the Owner that the materials conform to the laid down specifications.
- 1.3 All materials required for execution of Work must be got approved by the Site representative before they are actually put to use. All facilities for prior inspection of materials and subsequent inspection of Work by our Site Engineer must be made available.
- 1.4 The Contractor shall, at his own expenses and without delay, supply to the Owner samples of materials proposed to be used in the Work. The Owner shall within seven days of supply of samples, or within such further period as Owner may require and intimate the Contractor in writing, whether samples are approved by Owner, or not. If samples are not approved, the Contractor shall forth with arrange to supply, for their approval, fresh samples complying with the specification laid down in the Contract.
- 1.5 The Owner shall have full power to require removal of any or all the materials brought to Site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to the samples approved Owner. In case of default on the part of the Contractor in removing rejected materials, the Owner shall be at liberty to have them removed by other means. The Owner shall have full powers to direct other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, Owner may cause the same to be supplied by other means. All risks and costs which may attend upon such removal and/or substitution shall be borne by the Contractor.  
Contractor shall be responsible for procurement of all materials/equipment etc. No delay due to Non availability of any material equipment will be entertained by Owner.

**2. SITE LABORATORY**

The Contractor shall establish a site laboratory to the satisfaction for the Owner. The laboratory shall have the following equipments:

1. Printed page numbered register for recording test results
2. Vernier calipers and screw gauge
3. Cupboard with lock & key
4. Steel measuring tapes
5. Spirit level
6. Compression testing machine, cube moulds for testing concrete/RCC (suitable for RCC cubes - M30 Grade), setup for compression testing bricks/tiles
7. Various sieves for sieve analysis alongwith sieve shaker equipment complete
8. Equipment for testing compaction of filedup soils
9. Beakers
10. Pipet
11. Electronic Balance and
12. Litmus papers

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

13. Slump test apparatus

14. Graduated glass cylinders for determining silt content in sand etc.

### **3. EQUIPMENT**

The Contractor shall do all the mixing of mortar and concrete in mechanical mixer and hopper. The RCC Works shall be vibrated thoroughly. It is desirable that Contractor maintains adequate Numbers of mixers, vibrators etc. (in working condition) to the satisfaction of Owner. The Work shall be done by using latest available plants and machinery (in the field of construction technology) to render quality work and complete the work within schedule time. The tentative list of equipments proposed to be arranged by the Contractor are given in the annexure. The Contractor shall submit list of equipments tools and tackles proposed to be mobilised at Site for this Work forming part of unpriced bids/quotations at the time of tender. In addition to this it shall be desirable to have adequate amount of scaffolding and shuttering to complete the Work speedily and Owner decision so as to the quantum of these desirable/resources of the site shall be final and binding.

### **4. CONSUMPTION OF CEMENT AND STEEL**

4.1 The theoretical calculation of cement consumption for various items of Work will be one the basis of statement showing quantities of cement to be used in different items of Work given in CPWD schedule of rates, Delhi. Any item not found in the said schedule will be derived there from. Where concrete of design mix is stipulated for the RCC works, the theoretical consumption of cement shall be calculated on the basis of the design mix approve.

The upper and lower limit permissible for the variation of the actual consumption of cement, after the Works are completed from the theoretical quantity of cement required shall be 3% (three percent).

4.2 In case of steel reinforcement, steel used in this Work as per design or as authorised by the Owner including authorised lappages, spacers, as per design or as authorised by the Owner shall be measured.

The variation limit of actual consumption of steel after works are completed from theoretical qty. of steel required shall be within + 5%.

4.3 In arriving at the weight of reinforcement/structural steel used, the weight per unit length as given either in the relevant Indian Standard or as established by the Owner shall be used. In case of any dispute the decision of the Owner shall be final.



**SPECIAL CONDITIONS**

**1. RATES**

- 1.1 The rates shall be deemed to allow for all minor extras and constructional details which are not specifically shown on drawings or given in the specifications but are essential in the opinion of the Owner to the execution of Work to conform to good workmanship and sound engineering practice. The Owner reserves the right to make any minor changes during the execution without any extra payment.
- 1.2 The Owner's decision to classify any item 'minor changes', 'minor extras' and 'constructional details' shall be final conclusive and binding on the Contractor.
- 1.3 Rates quoted shall include for payment of royalties for obtaining moorum, sand, aggregates, stones, etc. Nothing extra shall be paid to the Contractor on this account.

**2. SPECIFICATIONS**

- 2.1 If specification for an item of Work is not covered by CPWD/BIS specifications or Technical Specifications, the same shall be decided by the Owner and shall be binding on the Contractor.
- 2.2 The Owner shall have the right to cause the Contractor to purchase and use such materials of particular make or from a particular source which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of Work.
  - (a) As and when required by the Owner, the Contractor shall provide all facilities at Site or at manufacture's works or in approved laboratory for testing of materials and/or workmanship. All the expenditure in respect of this shall be borne by the Contractor. The Contractor shall, when required to do so by the Owner, confirm that the materials have been tested in accordance with requirements of the specifications.
  - (b) Neither the omission by the Owner to test the materials nor the production of manufacturer(s) certificate, etc. shall affect the right of the Owner to reject, after delivery, the materials found not in accordance with the specifications.

**3. GATE PASSES**

All tools and plant and materials shall be brought by the Contractor to the Works Site through a covering note to be submitted in 3 copies. One copy of the covering note will be delivered to the security staff and one copy to the Owner. The third copy shall be retained by the Contractor. The Contractor shall follow all rules and regulations for entry/exit of their men and materials in/from Site as framed by Owner.

**4. CONSTRUCTION SCHEDULE**

If at any time, the Owner is of opinion that the Contractor has fallen behind the approved construction schedule, the Owner may, without any cost to Owner, require the Contractor to take such steps as may be necessary to improve his progress, especially require him to employ overtime operations, increase the number of shifts, work on holidays and Sundays or increase the capacity of his construction plant and equipment and require him to submit evidence demonstrating the manner in which the Contractor proposes to comply with the construction schedule. Failure of the Contractor to comply with the above will be considered a failure to execute the Work with due diligence.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

### **5. CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.**

5.1 The rates quoted in the tender shall be inclusive of VAT as applicable on composite contract and inclusive of all other taxes except service tax. Toll, customs duty of any kind, fees, octroi, royalty, etc., in respect of the Contract and the rates shall be firm and all inclusive (with exception in case of works where escalation clause is applicable as per tender provision) irrespective of any variation the prevailing rates of taxes, duties, levies, octroi etc., The Contractor shall indemnify Owner against levy of any taxes, etc., in regard to this Contract and in the event Owner being assessed for any of the said levy or taxes, Owner shall have the right to recover the total amount so assessed from the Contractor's dues and the Contractor shall also be responsible for all costs or expenses that may be incurred by Owner in connection with any proceeding or litigation in respect of the same.

In case of 'Service Tax' against the item rates of the contracts are quoted extra; the release of 'Service tax amount' shall be made on the submission of details of 'Service Tax Registration number' with respective category under which the said Tax has to be deposited in the Govt Treasury.

The rates are exclusive of 'Service tax'. The same shall be paid extra as applicable at 14.00 % on 40 % of contract value you have to indicate 'Service tax' registration number and account head in which 'Service tax' is to be deposited in the Government treasury, on the bill.

### **6. ISSUE OF WORKING DRAWINGS**

6.1 Approved working drawings marked "Good for execution/construction" shall be issued by Owner to the Contractor progressively during the pendency of the Contract. Sufficient quantum of working drawings will be issued at the beginning. The Contractor on this account shall not be entitled to put forth any claim whatsoever.

### **7. COST OF TRANSPORT OF MATERIALS ISSUED BY OWNER**

Cost of transport, loading, unloading etc. from Owner's stores to Work Site etc., will be to Contractor's account.

### **8. ROLE OF OWNER**

8.1 The Owner/PMC shall have authority to stop the Work, whenever such stoppage may become necessary to ensure the proper execution of the Contract. The Owner shall also have authority to inspect and reject all Work and materials which do not conform to specifications, to direct the application of Contractor's forces to any portion of the Work, as in his judgment is required, and to order the said force increased or diminished and to decide questions which arise in the execution of the Work.

8.2 The Owner reserves the right to suspend the Work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any clarification the Contractor may appeal to the Owner whose decision shall be final and binding thereupon.

8.3 The above inspection shall, however, not relieve the Contractor of his responsibilities in regard to defective materials or workmanship and the necessity for rectifying or replacing the same.

8.4 The judgment of Owner for determining the category of an item not mentioned in the schedule shall be final.

### **9. SERVICE OF NOTICES OF CONTRACT**

The Contractor shall furnish to the Owner the name, designation and address of his authorized Agent for the purpose of service of notice(s) regarding all complaints, communications and references and shall be deemed to have been duly given to the Contractor if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

deemed to have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of Contract by partners, any change in the constitution of the firm shall be forthwith informed by the Contractor to the Owner.

### **10. CONTRACTOR'S GUARANTEE**

- I. The Contractor agrees to give the guarantee of his Works in the following manner, which shall remain valid till the validity of performance guarantee.
- II. All materials incorporated in the Work shall be new and both workmanship and materials shall be of good quality.
- III. Should, at a subsequent date, any inside honeycomb/hollowness be detected within a concrete member, he shall investigate other nearby sections for similar occurrence and shall rectify all these members by Pressure grouting at his own cost and as per direction of the Owner.
- IV. Should, any element of the structure be detected afterwards not exactly tallying with the working drawing, he shall re-do the element at his own cost and as per instruction of the Owner.
- V. Should, at a subsequent date, any materials or fittings or workmanship or any element of the structure be detected as of sub-standard quality he shall either remove the same and shall re-do at his own cost or shall accept an equitable deduction in the Contract Price should the Owner deemed it inexpedient to correct the Work.
- VI. All liquid retaining concrete structures shall be demonstrated about their efficiency or water tightness by filling the said structures with water and retaining it for 72 hours at his own cost. Should the result be found unsatisfactory he shall rectify the structures by pressure grouting at his own cost and as per direction of the Owner.
- VII. Should, at a subsequent date, the basement wall/floor been noted seeping/leaking he shall rectify the same by pressure grouting at his own cost and as per direction of the Owner.

### **11. CONTRACTOR FULLY RESPONSIBLE FOR LAYOUT OF WORK**

The Contractor shall remain fully responsible to provide detailed layout of different structures according to the coordinates and reduced levels incorporated in the working drawings by taking reference from the Bench Marks of both the coordinates and the reduced levels which shall be given at a convenient place in the Works site by Owner. The Contractor shall provide necessary protection to keep the Bench Marks Undisturbed throughout the pendency of the Contract. The accuracy of detailed layout of any element of a structure shall remain exclusively with the Contractor. The Contractor shall have to maintain a number of after beams, theodolites and levels instruments etc. in good working conditions at Site for the above purpose throughout the pendency of the Contract, and shall make them available to Owner for their use.

### **12. NOTHING EXTRA FOR ADVERSE SUB-SOIL CONDITION**

There may be variation in nature of sub-soil both horizontally and vertically. The Contractor shall have to take necessary precaution during excavation against any happening like collapsing of sides etc. Any slip or fall in excavation shall have to be cleared by the Contractor at his own cost. In case of excessive heaving, it shall have to be cut and refilled with lean concrete by the Contractor at his own cost. The Contractor shall have to adopt underwater Work in case of occurrence of piping/quick conditions without any cost to Owner.

### **13. R.C.C. ELEMENT SHALL BE INTEGRAL FINISHED**

For all RCC elements, both underground and above ground, only new plywood and steel shuttering shall be used to produce the concrete surface reasonably plain and smooth, which

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

will be integrally finished surface. Any little unevenness shall be made good by rubbing with carborandum stones only. Unless otherwise mentioned plastering will not be allowed to manipulate and make the surface plain and smooth. If the surfaces after stripping off the shuttering are found to be contrary to the above conditions then the Contractor shall have to dismantle the member and re-do the same to attain the aforesaid surfaces at his own cost.

### **14. FABRICATION DRAWINGS FOR STRUCTURALS**

The Contractor shall prepare and submit fabrication drawings in triplicate for preliminary approval of Owner. Fabrication drawings shall be based on design drawings issued by Owner. One copy of this preliminary drawings duly corrected and signed wherever necessary shall be returned to Contractor for incorporation of the corrections. After incorporating the corrections, the Contractor shall submit in 6 (six) copies of the drawings for final approval. Each drawing shall be accompanied by:-

- i. Bill of materials giving all details including sizes, numbers and weights.
- ii. Four copies of design calculations for the design of joints. All the joints shall be designed for full strength of members; unless otherwise specified.

Nothing extra shall be payable to Contractor for preparation of fabrication drawings, material lists design calculation etc.

Approval of fabrication drawings, however, will not absolve the Contractor of his responsibility for the safety and correctness of the fabrication details.

- iii. In case the Contractor wants to get the fabrication drawings prepared from other agencies, Owner's approval for appointing such agencies shall be obtained by Contractor before appointing the agency. For this, Contractor must submit the credentials of the agency along with the request for approval.

### **15. CONTRACTOR SHALL SUBMIT BAR BENDING SCHEDULE**

The Contractor shall prepare bar bending schedule from the detailed RCC working drawings supplied by Owner for execution of Work and nothing extra shall be paid on this account. Four copies of such bar bending schedule shall be made available to the Owner for his approval and effecting payment there under.

### **16. CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORK**

- 16.1 The Contractor shall be responsible for the manner and the method of executing the Work. The Work shall be subject to the approval of Owner from time to time for purposes of determination of the question whether the Work is executed by the Contractor in accordance with the Contract.

### **17. NO WORK SHALL BE UNDERTAKEN WITHOUT APPROVED WORKING DRAWINGS**

No Work shall be undertaken at Site by the Contractor until detailed approved working drawings marked "Good for execution/construction" for the same is issued by Owner. Any Work done without the aforesaid working drawing shall be at the Contractor's own risk and costs.

### **18. CONTRACTOR SHALL KEEP FOUNDATION PITS/TRENCHES DRY**

The Contractor, during the pendency of Contract, shall keep the condition pits, trenches, which are not yet back filled due to technical reasons, dry and shall Bail out/Pump all accumulation at his own cost for the safety of the structure/element. During pumping, the Contractor shall have to ensure that 'Loss of Ground' does not occur. Other approved methods shall be taken by the Contractor to avoid 'Loss of Ground' if occurred, at his own cost.

**19. NOTHING EXTRA FOR INTRICATE CONCRETE SHUTTERING OR REINFORCEMENT WORK**

Nothing extra shall be paid for any intricate concrete, shuttering or reinforcement work for foundations of equipment and machinery and for other foundation/superstructure Works or for any delay inherent in concreting in small and thin sections in concrete or RCC Works etc.

**20. NOTHING EXTRA FOR REBATING ETC.**

Nothing extra shall be paid in concrete/RCC Works for all rebating, chamfering, grooving, sinking, throating weathering, molding, etc. to accord with the details shown on the working drawings.

**21. CONSTRUCTION JOINTS**

21.1 In case of execution of massive concrete elements both in foundation and in superstructure and in some other locations as would be permitted except where specified in the working drawings, the Work shall be carried out in one single operation without any break in concreting within time limit that would be specified by the Owner without any additional cost to Owner.

21.2 All specified construction joints, either horizontal or vertical, in any element of concrete member shall be provided with shear keys of such dimensions as would be determined by the Owner. Before adopting the next operation for the other half of the element these shear keys alongwith the entire surface of the joint shall be roughened and deepened to above 20 mm by chipping, washing and cleaning thoroughly. The Contractor shall provide cement slurry in sufficient quantity over the cleaned surface for proper bond as per the direction of Owner. The Contractor shall not be entitled to any extra/payment; on this account.

**22. SUBMISSION OF BILL**

Contractor is to submit the bills and record of measurements in three copies on approved Proforma of Owner for Works executed by him.

**23. PROVISION FOR MULTIFARIOUS CHECKING OF WORK**

23.1 Before commencement of the actual concreting operation the position and layout of foundations, pedestals, inserts, pockets, recess, reinforcement and form Work shall be checked repeatedly by Owner. No claim whatsoever shall be entertained on this account. The level of foundations shall be accurately maintained as shown in the drawings or as directed by the Owner. No padding, plastering or chipping shall be allowed for achieving the results.

**24. NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT**

24.1 If at any time after the commencement of the Work, Owner shall, for any reason whatsoever, not require the whole Work thereof as specified in the tender to be carried out, the Owner shall give notice in writing of the fact to the Contractor who shall have no claim of any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of Work in full, but which he did not derive in consequence of the amount of the Work not having been carried out, neither shall be Contractor have any claim for compensation by reasons of any alternations having been made in original specifications, drawings and instructions which shall involve any curtailment of the Work as originally contemplated.

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

**25. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK**

25.1 If it appears to the Owner or his representative, that any Work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description or that any materials or articles provided by him for the execution of the Work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing from the Owner specifying the Work/materials/articles complained, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the Work so specified in whole or in part, as the case may require, or as the case may be, remove other unsuitable materials or articles so specified within a period specified by the Owner at his own cost.

**26. CLEARING, FILLING AND LEVELING OF SITE**

26.1 The Site shown on the layout plan shall be cleared by the Contractor of all obstructions, loose stones, materials, rubbish of all kinds of bushes, trees, grass as well as brush wood. All holes/hollow, whether originally existing or produced by removal of loose stones or brush wood, shall be carefully filled up with earth, well rammed and leveled off as directed by the Owner. The Contractor will not be entitled to any payment in his regard.

**27. CONTRACTOR TO COMPLY ALL LAWS**

27.1 The Contract shall be governed by the law in force in the Republic of India.

28. The Contractor shall comply with all laws etc. The Contractor shall be responsible to secure compliance with the Central and States Laws as well as the Rules, Regulations, by-laws and orders of the legal authorities and statutory bodies which are in force or as may be in force from time to time. He shall give to the Municipal Corporation Committees, police and other relevant authorities all such notices, etc. as may be required by law and obtain all requisite license for temporary constructions, enclosures, etc. and pay all fees, taxes and such other dues or charges which may be leviable on account of any of his operations in executing the Works under this Contract. Owner shall not pay anything extra to the Contractor on this account. The Contractor shall also make good at his own cost, any damage done by him to any adjoining property, during execution of Work.

29. The Contractor shall use the materials only after the approval of Owner, before incorporation of the same in the Works.

**30. COMPLIANCE OF ENTIRE PROVISIONS IS OBLIGATORY TO CONTRACTOR**

It shall always prevail, unless otherwise specifically stated, that the entire provisions of the Tender Document have been accepted for compliance by the Contractor without any reservation.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

### **GENERAL**

- 31.1 The location and general information regarding site on which the proposed Work is to be executed is furnished in Attachment IV hereto.
- 31.2 Contractor shall acquaint himself with access to Site, availability of local facilities such as railway siding, transport facilities, materials and labour and shall provide suitable allowances in his Bid, Contractor's quoted price being firm, it should take into account all expenses likely to arise in this regard.
- 31.3 Contractor shall be deemed to have visited site and familiarized himself thoroughly with Site conditions before submitting his Bid. Non-familiarity with Site conditions will not be considered a reason either for extra claims or for not carrying out Work in strict conformity with drawings and specifications.

### **32. WORK AND WORKMANSHIP GUARANTEE**

- 32.1 Contractor shall make arrangements to provide at no extra charge all temporary approaches to and within the Site, after obtaining prior approval of Owner of the layout of such approaches.
- 32.2 To determine the acceptable standard of workmanship, Owner may order Contractor to execute certain portions of Work and services such as wall, flooring, joinery, finishes, roads and the like under the close supervision of Owner. On approval, these items shall be labeled as guiding samples and Work shall be executed to conform to these samples. These samples shall be prepared at the cost of Contractor.
- 32.3 Workmanship shall be of best possible quality and all the Work shall be carried out by skilled workmen except for those, which normally require unskilled persons. If the laws of local government, municipal or other authorities require employment of licensed or registered workmen of various trades, Contractor shall arrange to have the Work done by such registered or licensed persons. In case of manufactured materials being used in Work, Contractor shall arrange to have at Site at his own cost, the services of the supervisors of the respective manufacturers to ensure that Work is performed in accordance with Manufacturer's specifications.
- 32.4 Workmanship shall be in accordance with the specifications, standards and codes which are part of this tender as well as the established engineering practices for this type of Work. For any portion of Work executed by Contractor and considered defective by Owner, the Contractor shall have to take necessary remedial measures, to the complete satisfaction of Owner, to make the defects good at his own cost without any liability to Owner.
- 32.4 The Contractor shall be responsible for the proper workmanship and shall not be relieved of his obligation in this regard just because no objection was raised by Owner during the progress of Work. The workmanship guarantee period will be (a) 12 months from the date of completion for civil and structural Work. If any defects are found due to bad workmanship during this period, the Contractor shall undertake to rectify the same at his cost, most expeditiously. The workmanship guarantee for rectified portion of Work shall commence from the date of rectification for a subsequent period of 12 months or the balance period as stated above whichever is later. The decision of Owner regarding bad workmanship shall be final binding and conclusive.

The Contractor shall be required to submit the performance guarantee accordingly.

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

33. PRIORITY OF DOCUMENTS

33.1 The following is the order of priority in descending order. High priority document shall take precedence over low priority document in case of any conflict:-

Drawings

Schedule of Rates

Scope of Work & Technical Specifications

Special condition of Contract

Issue of Materials

Terms of Payment

General Conditions of Contract

Site working and safety conditions

Standards (Standards here shall mean National/ International Standards & specifications).



**SCOPE OF WORK / TECHNICAL SPECIFICATION**

**PLEASE REFER ATTACHMENT-XII**

**TERMS OF PAYMENT**

**1.0 Financial Guarantee for performance**

The contractor shall provide financial guarantee within 30 days of award of work for due and faithful performance of the contract as per Article 6 of General Conditions of contract.

**2.0 Terms of Payment [Electronic Fund transfer System ]**

Following terms of payment shall be applicable –

**2.01 MOBILISATION ADVANCE:**

Interest free mobilisation advance, not exceeding 10% of contract value shall be payable on submission of Bank Guarantee for the equivalent amount from Schedule Bank in the prescribed proforma, subject to furnishing the performance bank guarantee. Recovery of this advance shall be made @ 15% from each bill so that full mobilisation advance is recovered by the time 75% work is done. Mobilisation Advance shall be paid only on acceptance of LOI/Work Order and establishment of site office by contractor. The payment of mobilisation advance shall be released with certification by consultant/owner.

**2.02 Running on Account Payment**

95% against the value of actual work done may be paid against running bills submitted by contractor duly certified by Owner/Consultant after recovery of the following payments. Balance 5% shall be treated as retention money and shall be released after completion of defect liability period.

- a. Value of materials if issued by Owner/Consultant on chargeable.
- b. Mobilisation advance as indicated above.
- c. Statutory deductions like income Tax, sales tax on works contract etc. as applicable.
- d. Any other recovery if becomes due like labour cess or any other statutory levies .

Payment shall not be released against 1st R/A bill until submission of following documents by Contractor to the indenting department.

1. Financial Guarantee for Performance
2. Labour License (as per statutory requirements)
3. EPF Code Registration number with RPFC/ARPF
4. Insurance Contractor All Risk (CAR) Policy
5. Workmen compensation policy

The above 95% can be sub-divided as follows :

**2.02.1 For civil works**

95% shall be released on actual work done itemwise.

**2.02.2 For structural work**

- a. 75% on completion of fabrication and shop painting
- b. 10% on completion of erection and final alignment
- c. 10% on completion of final painting, checking and job found acceptable by Owner/Consultants.

**2.02.3 Payment in RA bills shall based on quantity of Work executed at Site (as per the item of Work) & verified by Owner as per the item rate in Work Order. Owner is authorised to allow part rate/reduced rate for any item of Work. The engineer in charge shall specify the reason for the part rate payment in the RA bill.**

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

2.02.4 Payment has been made in RA bill for any item of work but later on some defect is noticed Owner is authorised to disallow the payment in successive bill till rectification of the Work.

2.02.5 50% of the net payable running "On Account" payment shall be released within 10 days of the certification by Owner/Consultant.

Balance 45% shall be paid within 21 days of certification by Owner/Consultant.

2.03 Balance 5% (Retention Money) shall be released along with final bill subject to the following:

The status of the Contractor as L-1 bidder shall be ensured keeping in view the final executed Bill of Quantity. All the valid tenders considered in evaluation at the time of award of Work shall be re-evaluated at the respective quoted rate with a view to assess whether L-1 Contractor's price of completed Works continues to be the lowest. In case after such re-evaluation, final Contract Value is not the lowest, the Contractor shall reimburse to Owner the difference in the amount between the re-evaluated tender and the lowest tendered amount. This difference of amount shall be adjusted from their final bill.

However, if the amount recoverable exceeds the amount payable in final bill, the balance amount shall be recovered by the Owner, from the retention money and or performance bank guarantee/any other moneys or bank guarantees available with the Owner for any other job being done by the Contractor. The Contractor shall restore the performance guarantee to the requisite value to the extent of 5% of Contract Price in such case where recovery is required to be effected by the encashment of full amount or a part of the performance bank guarantee as soon as the Contractor receives such intimation from the Owner.

2.04 The running on A/c Bills shall be submitted on monthly basis.

2.05 The final bill complete in all respect shall be submitted by the Contractor within three months of certified completion of Work. The bill should be accompanied with the following documents.

i. Job completion certificate.

ii. No claim certificate on Owner's prescribed proforma.

iii. Site clearance certificate.

iv. Performance guarantee duly amended to cover certified maintenance period.

v. Material reconciliation statement (statement of material issued by Owner to be got certified from stores dept.).

vi. Indemnity certificate towards labour payment and all statutory payments.

No claim shall be entertained after receipt of final bill. Settlement of final bill shall be made subject to settlement of all disputes and furnishing of all required documents/clarifications and grant of extension of time, if any, by Owner's competent authority.

### **2.06 Secured Advance:**

Secured advance payment against materials brought at site for incorporation into the work (except on perishable materials i.e. sand, PVC material, china sanitary wares and glass) shall be considered to the extent of 75% of cost of materials subject to reasonability of price.

For purpose of advance, *quantity brought at site shall be considered but limited to 90% of assessed quantity*. The contractor shall be required to submit the bill for secured advance payment alongwith photo-copies of vouchers towards cost of materials and proof of bringing the materials at site (if applicable). Contractor shall also be required to submit indemnity bond on Non-judicial stamp paper of appropriate value. Recovery of the secured advance shall be effected from running account bill, on consumption basis of that material in works.

### **3.0 Price**

The prices shall be firm during the entire Contract Period including all extensions granted on whatsoever ground may be.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

### **4.0 Predetermined agreed damages for delay**

For late completion of the Works, the Owner shall recover compensation for delay from Contractors bills as per Article 25B (c) of General Condition of Contract.

### **5.0 Provision of Extra/Additional Items**

If the altered/additional Work required to be executed, as per Owner's requirement for which there are no established rates in schedule of rates, the same shall be payable as per provision stated hereunder.

a) As far as possible the rates for such items shall be derived from agreed schedule of rates on pro-rata basis.

b) If direct working out is not possible, the Contractor shall be paid on the basis as under:

Reasonable cost of materials duly supported by vouchers etc. Submitted by the Contractor and verified by Engineer plus reasonable cost of labour based on prevailing rates, plus 15% on cost of material and labour to cover Contractor's profit, supervision, overheads, establishments, plants machinery etc.

Owner's decision regarding reasonable labour cost and reasonable material consumption/and cost shall be final and binding on Contractor.

**PREAMBLE TO SCHEDULE OF RATES**

- 1) The tender drawings are intended mainly to give an indication of the probable type of construction. The successful tenderers will however, be required to execute the Work as per detailed approved drawings issued to them from time to time. Steel structures can be changed to RCC or vice versa Owner reserves the right to add/delete any of the building works or item or Work mentioned in the tender during the currency of the Contract.
- 2) The tenderers shall note that the quantities of the different items as given in the schedule of quantities are tentative based on tentative drawings and are subject to variation and they shall not be entitled to claim any higher rate or compensation on this account. Owner does not guarantee Work under each item of schedule of rates.
- 3) The successful tenderers shall be required to leave pockets, cut outs, and holes in slab, beams, walls, foundations of equipment's and machinery without any additional charges.
- 4) The successful tenderers shall be required to supply detail fabrication and erection drawing in sequence of erection on the basis of detailed design drawings supplied by Owner from time to time showing clearly all shop and site joints and connections with erection marks on each loose part. Nothing shall be paid for this activity.

The quantities and items of Work given in the Schedule of Rates are tentative and approximate. The Owner reserves the right to order variation of Works during the currency of the Contract up to plus or minus 10% (Ten percent) of its original Contract Value. The variation of Work may be that the quantity of individual item of Work may vary up to any extent and/or any item may be deleted altogether, and/or any extra item may be added etc. The Contractor shall not be entitled to any claim whatsoever on account of any variation in the quantities and/or omission/deletion of items from/to the Schedule of Rates as long as the final value of Work is within the stipulated variation of plus or minus 10% (Ten percent) of the original Contract Value.

- 5) The quantities given in the schedule of quantities are approximate and are given only for the guidance for quoting rates. Payments on bills shall, however, be made on actual measurement of quantities of Work done as per approved drawings. Unless otherwise specified, measurement of quantities shall be taken as per norms pertaining to CPWD - DSR 2013/or latest edition, Indian Standards IS:1200. Nothing extra shall be paid to the Contractor over the quoted rates if there is any increase or decrease in the quantities and such variation in quantities, shall not however, vitiate the contract in any way whatsoever.
- 6) The rates to be inserted in the "Schedule of Rates" are to be fully inclusive of the value of the Work described under several items including all costs and expenses which may be required in and for the construction of the Work described together with all taxes, general risks, liabilities and obligations (e.g. temporary buildings, fencing, watching, lighting, insurance, labour regulations, indemnity, maintenance and the like). The prices are to be inclusive of all labour, materials, tools, plants, equipments, hoists, tackles, scaffoldings, and the sundries etc. as may be necessary for the full and entire completion of the Work in all respects.
- 7) The quoted rates shall be applicable for all floors, heights, depths etc. except otherwise stated clearly in the description of items and nothing extra shall be paid to the Contractor on this account.
- 8) Tests  
According to the nature and importance of Works, Owner shall demand the conduct of tests on construction materials etc. in which case the Contractor shall get the same done at his own cost in a laboratory to be approved by Owner.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

- 9) Nothing extra shall be paid in the unit rate of the structural steel works, if built up sections/compound sections have to be used.
- 10) Prior approval of Owner shall have to be obtained for changing the sections due to non availability of certain sections and using built up section/compound sections and nothing extra shall be paid for on this account.
- 11) No compensation for any damage done by rain or traffic during the execution of the Work shall be made by Owner.
- 12) The term "Design and Drawings" mentioned in the description of items in the "Schedule of Rates" means the detailed approved design drawings marked "Good for Construction".
- 13) The work "As described", "As shown", "As directed", or "As approved", "As complete", "As mentioned" in the description of items shall mean as directed in design or detailed drawings and as directed by Owner.
- 14) For details of works, materials and workmanship attention is invited to schedule of quantities, scope drawings, special conditions. Materials and job specification preamble to the schedule of quantities and the tenderers must quote the rates keeping in full view the requirement of the said documents.
- 15) The portion which is under "HOLD" shown in the approved drawing or the portion which would be brought under "HOLD" during execution on account of Coordinating different activities of other working agencies shall be taken up by the Contractor to execute only after the said "HOLD" is withdrawn. The Contractor on this account shall not be entitled to claim for any compensation.
- 16) The Work shall have to be so arranged, planned and programmed as to complete all Work within the schedule time. Tenderer shall have to strictly adhere to time schedule.
- 17) Nothing shall be paid for any intricate shuttering or reinforcement Work for foundations of equipment and machinery and other superstructure Work or any delays in concreting in small and thin sections in PCC or RCC Works etc.
- 18) Nothing shall be paid in concrete/RCC Work for all rebating chamfering, grooving, sinking, throating, weathering, molding etc. in accordance with details shown in the drawings.
- 19) The Contractor shall offer all reasonable facilities and cooperation to the various other agencies and Contractors for services not included in this contract, who may be working on the Site simultaneously so that the entire Work can proceed smoothly and simultaneously to a successful completion. The tenderer must take all the aforesaid factors into consideration while quoting his rates, for no charge shall be allowed on any ground out of or relating to the aforesaid factors.
- 20) All tools & tackles, inspection instruments, machinery, equipments and transports etc. required in connection with this Work shall be the Contractor's responsibility.
- 21) The following notations have been used throughout the Schedule of Rates and materials and job specifications.

-	Cu.M.	Cubic Metre
-	Sq.M.	Squate Metre
-	M.	Metre
-	No./Nos.	Number/Numbers
-	Tonne	Metric Tonne
-	Kg	Kilo Gram
-	RCC	Reinforcement Cement Concrete
-	PCC	Plain Cement Concrete

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

22. The design mixes of all controlled concrete of various grades shall be established by the Contractor on the basis of weigh batching, at the beginning of the Work. The design mixes derived by weight shall however, be converted into equivalent volumetric mixes for the purpose of execution giving proper allowance for bulkage of sand. Owner may permit use of nominal mixes for all controlled concrete in absence of approved for design mix/approved design mix without any additional claim/payment on this account.
23. Provision of this permeable shall prevail over those in the General Directions and Conditions of Contract.
24. All the financial quotations submitted by the bidders will be in a form of % rate above or below SOR For this tender .

**Name of work --- Tender Document for Miscellaneous Civil Works of 3 No. warehouse buildings using PEB type structure including development of circulating area at Pristine Mega food Park , Mansi , Distt Khagaria , Bihar**

**Section A : BOQ for Warehouse 13500 sq mt (3 units of 150 mtr X 30 mtr ) Civil works , foundation , RCC paving around warehouse and miscelleaneous civil work**

.....For BOQ REFER BOQ for CIVIL WORKS DOCUMENT .....

**Section B : Pre Engineering Building for Dry Warehouse 13500 sq mt (3 units of 150 mtr X 30 mtr )**

.....For BOQ REFER BOQ for PEB WORKS DOCUMENT.....

.....For DESIGN BRIEF REFER VOLUME 3 & 4 OF THE TENDER DOCUMENT.....



**Format Price Bid ( ENVELOPE III )**

<b>Price Bid</b>
<b>Section A- Warehouse Civil works , foundation , RCC paving around warehouse and miscellaneous civil work</b>
<p><b>% above or below the BOQ TOTAL on all items</b>                      In Figures : .....                      In Words : .....</p> <p><b>Amount after applying quoted %</b>                      In Figures : .....                      In Words : .....</p>
<b>Section B - Pre Engineering Buildings for Warehouse (3 units of 150 mtr x 30 mtr)</b>
<p><b>Rates quoted by bidder for Pre Engineering Building for Warehouse Amount</b>                      In Figures : .....                      In Words : .....</p>
<b>Total of Section A + Section B</b>
<p><b>Final Quoted Price in words:</b> .....</p> <p><b>Final Quoted Price in figures :</b> .....</p>

Name of Authorized Signatory

Designation

Seal of Bidder and Authorized Signatory

**Note: Please also enclose the separate price bid for PEB in prescribed format given in BOQ for PEB WORKS DOCUMENT**

**SUGGESTED LIST OF APPROVED MATERIALS AND SUPPLIERS  
(This list may vary as per location of work)**

**1.0 CIVIL AND ARCHITECTURAL**

Cement ACC, L&T, Vikram, JK or equivalent

Tor Steel "Rathi", Rutor/KL Tor, TISCO, SAIL or equivalent

Precast terrazzo tiles "NITCO", GICO or equivalent

Handmade Ceramic Tiles -As specified in item/local availability.

Ceramic Tiles : Kajaria/Spartek/Johnson/Somany/Orient

Roofing Tiles : "DYNA" concrete colored tiles (Terracota Colour) in 420 x 330 x 14-20 mm size of approved sample & weight or equivalent make.

Water proofing felt : STP or any other BIS mark.

Water proofing Compound : Aquo Shield, CICO or any other BIS mark

**2.0 SANITATION**

CI pipes and fittings : RIF or any other BIS mark

GI pipes : Jindal Hissar B Class/Tata, Swastik or any other BIS mark

GI fittings : Unik, R Brand or any other BIS mark

Sanitary fittings : Hindustan Sanitary ware/Neycer Sanitary ware/Pary ware/CERA

Plastic WC seats : Commander, Diplomat, Hindustan

CP Brass fittings & fixtures : Dripless, Parko, Essco, L&K, GEM, GMT as per BIS

Gunmetal Valves : Leader, Sant, Neta BIS Mark

Ball Valves with float : Prayag BIS mark

CI Manhole cover : RIF or any other approved Brand

Rainwater Pipe (PVC) : BIS Mark

RCC Pipe : BIS mark of approved quality

**3.0 DOOR WINDOWS ETC.**

Flush Doors : Sitapur or any other BIS Mark

Anodised Aluminium Hardware Fittings : Everite, Adarsh, Crown, Argent, Guard, Garnish, Diamond as per BIS mark

Block Board, Ply : National, Duro, Green, Kitply

Looking Glass : Gold Fish, Atul or any other approved make

**4.0 PAINT & FITTINGS**

Distemper, Acrylic Emulsion : ICI, Jenson & Nicolson, Asian, Berger, Nerolac, Shalimar.

Water proofing Cement : Super Snowcem plus of Killick Nixon.

It is proposed that all makes as specified shall be used in pursuance of this contract. However, if the approved brand is not available, prior approval, solely at the discretion of Owner and consultant has to be obtained for the brand/make/vendor substitution for equivalent brand.

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

**5. LIST OF APPROVED MANUFACTURERES FOR VARIOUS TYPES OF PAINTS**

1.0 Plastic Emulsion,Synthetic enamel & Oil bound washable distemper.

M/s ICI

M/s Jenson & Nicholson

M/S Asain Paints

M/s Berger Paints.

M/s Shalimar Paints.

M/s Nerolac Paints.

2.0 Polyurethene ,High-build Coal tar epoxy,Epoxy finish paint,Chlorinated Rubber Paint.

M/s Jenson & Nicholson

M/S Asain Paints

M/s Berger Paints.

M/s Shalimar Paints.

M/s GrandPolycoat.

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**STATUTORY REQUIREMENTS**

- 1.0 The contractor shall observe all the statutory and legal requirements of the contract and comply with various provisions of labour enactments and relevant Rules and Regulations of local authorities. The contractor shall be solely responsible for fulfillment of all legal obligations under Contract Labour (Regulation & Abolition) Act, 1970, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, if applicable, payment of Wages Act, 1936, Factories Act, 1948, Employees' Provident Funds & Miscellaneous Provisions Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Industrial Dispute Act, 1947, The Delhi Physically Handicapped Persons (Employment in Factories) Act, 1982 and all other Industrial/Labour enactments and rules made thereunder as applicable from time to time. The contractor shall indemnify and save PMFP harmless against all liabilities in these respects. In case PMFP incurs any liability towards payment of any dues, compensation cost of any other liability of any kind whatsoever, due to non-fulfillment of statutory provisions under any industrial/ labour laws by the contractor, the same shall be made good by the contractor and PMFP shall recover the same from the contractor from his outstanding bills or otherwise.
- 2.0 The contractor shall furnish all the requisite information from time to time to the concerned authorities and to PMFP, which may be required in connection with the contractor's fulfillment of legal/ statutory requirement under any Act and Rules in force. The contractor shall be liable to submit PMFP a copy of inspection report received from Statutory Authorities and comply with the remarks if any made and Compliance Report shall be sent within the specified time with a copy thereof to PMFP.
- 3.0 The contractor shall obtain the prescribed License before the commencement of work for the labour deployed by him. The work shall be allowed to start only after the contractor has obtained requisite License from the Licensing Authority and submits a copy of the same to PMFP. The Contractor shall implement the conditions of License regarding deployment of labours, health, hours of work, conditions of work etc. mentioned therein.
- 4.0 The contractor shall ensure that all the workers engaged by him are insured in lieu of Workmen Compensation Act, 1923 for the entire period of contract and the contractor shall submit a copy of the insurance policy to the Personnel & Administration Department of PMFP. The insurance policy so taken shall be exclusively for the workers engaged by the contractor for PMFP's work.
- 5.0 **Leave with Wages**  
The contract worker shall be allowed Leave with Wages or equal the cash amount of Leave with Wages as per the provisions of Factories Act, 1948. The contractor shall pay bonus leave with wages @ 5% of the wages actually drawn by each worker and disburse the same along with the monthly wages
- 6.0 **Bonus**  
The contractor shall pay Minimum Bonus @ 8.33% eligible employees as per provision of Payment of Bonus Act, 1965. The contractor shall pay bonus @8.33% of the wages actually drawn by each worker and disburse the same along with the monthly wages.
- 7.0 **EMPLOYEES PROVIDENT FUND & MISC. PROVISIONS ACT 1952 AND SCHEME MADE THEREUNDER:**  
It would be the Statutory obligation of the Establishment of contractor to comply with the provisions of the Employees Provident Fund and Misc. Provisions Act, 1952, and scheme made there under from time to time. The contractor's Establishment having obtained separate code being Principal Employer for his employees shall maintain the requisite Registers, Records and also submit the PF challans, returns to PF Authority as per the provisions of EPF and Misc. provisions Act and Scheme made thereunder.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

### **8.0 PAYMENT OF WAGES TO WORKERS EMPLOYED BY THE CONTRACTOR**

The contractor shall ensure the disbursement of wages to the contract labours engaged by him as per the provisions of the Payment of Wages Act, 1936. The payment of Wages to the workers employed by the contractor shall pay not less than minimum wages as may be announced by the Government of Bihar from time to time.

If contractor fails to pay the wages and other dues to workers employed by him on the specified date in the presence of PMFP authorized representative, PMFP has right to levy penalty @ Rs.500/= per day. The provisions contained in Sec. 21(4) of Contract Labour (R&A) Act, 1970 shall be invoked in case of failure on the part of contractor to pay due wages to its workers.

The Contractor shall have to comply all statutory requirements relating to all the applicable laws in force as per the enclosed Annexure during the contract period including the extended period.

#### **a Form 6A**

The contractor will submit the copy of Form 6A as provided under EPF Act 1992 duly acknowledged by the RPFC Officer in respect of the workers engaged by him in the contract with PMFP.

The contractor shall confirm that as per the contract (Regulation and Abolition) Amendment Rules 2003, contractor shall employ at least 85% of the Contract Labour in the categories of Skilled, Semi-skilled and Unskilled from amongst the local residents of Delhi (means persons residing in the state for not less than the immediately preceding 15 years) and this 85% shall be maintained by the contractor throughout the period of validity of the license.

Minimum safety norms /precautions to be followed by contractors working inside PMFP plant.

- 1) **Safety helmet:** No contractor's employees including female employees will be allowed to enter the factory without safety Helmet of ISI mark in good condition. The colour of the Safety helmet shall be other than Yellow and Green colour.

In case of contractor not able to arrange Safety helmet, PMFP may provide the Safety helmet to contractor on chargeable basis if available at Rs.150/- for each helmet or any such rates as may be decided from time to time by PMFP.

- 2) **Shoes:**

No contract employee including female employee will be allowed to enter the site premises without shoes and the shoes shall be in good condition.

- 3) **Apron:**

Contract female workers will not be allowed to enter the factory premises with loose cloth. (The female workers wearing Saree will be allowed to enter factory only if they wear apron over Saree).

- 4) **Working at height:**

- a. The contractors shall ensure that for the works to be performed at a height of more than 3 mtr or at an elevation from where a person is likely to fall and get injured, the workers engaged by them use Safety belt of good quality and with ISI mark. It is the responsibility of the contractor to get the Safety belt inspected and approved from PMFP Fire & Safety Dept. before making use of this safety belt during work.
- b. Scaffolding shall have guard-rail (side guard) at least 1 mtr. above the floor of platform.

- 5) **Power Tools :**

All tools and tackles such as drilling machine, power tools, etc. shall be tested and checked through PMFP Electrical Dept and only on certification of these tools and tackles shall be used in the plant. Tools body shall be earthed. Loose cable insertion in to the socket in place of three pin plug will not be allowed.

## **Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

### **6) Material handling tools and tackles :**

The contractor shall arrange valid test certificate from Competent authority for all the lifting tools and tackles such as slings, shackle, chain pulley blocks as per statutory requirement before putting them to use. This certificate shall be counter checked through Engineer-in-charge and the same shall be available for verification when required.

7) Cranes shall be operated only by authorized persons who are trained and experienced, with proper certification from authorized/ competent person.

### **8) Safety training:**

The contract labours and Supervisors working in Plant areas: All contractors' employees shall go through a one hour safety orientation training at Fire & Safety Dept. PMFP before being deputed on job in plant. For safety training contractor shall bring their persons at Fire & Safety Dept. After completion of safety training their gate passes will be endorsed.

9) While doing the grit blasting or glass wool work where nuisance dust is involved the contractors workers shall be provided with proper breathing protection such as dust filter, etc. by the contractor.

### **10) Working in confined space :**

No person should enter in any confined space like tank, pit, chamber etc. in which gas, fumes, vapors, dust is likely to be present to such extent that it may endanger his/her health, without safety work permit.

### **11) Excavation work:**

Proper measures shall be taken to prevent dislodgement of loose or unstable earth from falling into excavation by ensuring proper shoring/supporting.

#### **Note :-**

**Tenderers shall strictly ensure that their workman will be in neat uniform or Luminous Jacket with their name printed on the backside while working inside the plant for their easy identification.**

**SPECIAL CONDITONS**

- (1) The bidder, after receipt of the enquiry document, may visit the site before submitting the tender document. Contractor has to construct temporary approach road for movement of material, machineries & manpower. No extra payment on this account shall be admissible.
- (2) There is no provision of water for construction and Contractor has to arrange water at their own cost and no extra payment shall be admissible on this account.
- (3) There is no provision for Electrical power and Contractor has to arrange electrical power at their own cost and no extra payment shall be admissible on this account.
- (4) Approved make for exterior acrylic emulsion paint & Primer are as mentioned hereunder :

The exterior acrylic emulsion paint shall be Weather Shield of M/s ICI or Weather Coat of M/s Berger Paints or Apex Weather Proof Exterior Emulsion of M/s Asian Paints or Xtra premium of M/s Shalimar Paints or Nerolac Excel of M/s Nerolac Paints or Safe Guard of M/s Jenson & Nicholson (I) Ltd.

The exterior primer shall be compatible with Weather Shield of M/s ICI or Weather Coat of M/s Berger Paints or Apex Weather Proof Exterior Emulsion of M/s Asian Paints or Xtra premium of M/s Shalimar Paints or Nerolac Excel of M/s Nerolac Paints or Jensolin water thinnable exterior of M/s Jenson & Nicholson (I) Ltd .

**TENDER DOCUMENT FOR  
Miscellaneous Civil Works of 3 No. warehouse buildings  
using PEB type structure including development of  
circulating area**

**VOLUME 2**

**FOR  
M/S PRISTINE MEGA FOOD PARK PVT.LTD  
AT  
MANSI, DISTT KHAGARIA, BIHAR**



**Annexure-A**  
**FORMAT FOR BANK GUARANTEE FOR ADVANCE PAYMENT TO THE VENDORS**

NOTE: To be executed on a non-judicial paper of appropriate value.

Ref. No. \_\_\_\_\_

WHEREAS Pristine MEGA FOOD PARK Pvt Ltd., (hereinafter referred to as the 'Purchaser') which expression shall unless repugnant to the context include its legal representatives, successors and assigns, have a Purchase Order (hereinafter referred to as the 'Purchase Order') with M/s. \_\_\_\_\_ (hereinafter referred to as the 'Vendor') which expression shall unless repugnant to the context, include its legal representatives, successors and assigns, for the design/supply of equipment for its plants.

AND WHEREAS, one of the conditions of the Purchase Order placed on the Vendor is that the Purchaser should make an advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_ % of the Purchase Price against an Indemnity in the form of a bank guarantee from a scheduled bank / Nationalized Bank in a form acceptable to Purchaser.

AND WHEREAS, at the request of the Vendor, Purchaser has agreed to accept a bank guarantee from \_\_\_\_\_ with Registered Office at \_\_\_\_\_ and having a branch office at \_\_\_\_\_ (hereinafter called the 'Bank').

NOW THIS GUARANTEE WITNESSTH that in consideration of the Purchaser having at the request of the vendor agreed to accept a bank Guarantee of the Bank in respect of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) required by vendor from the Purchaser for the worlds stipulated in the Purchase Order, which figure of advance shall become reduced and extinguished as hereinafter set forth the bank hereby indemnified payment without protest or demur and without recourse to the vendor, to the said purchaser up to and not exceeding altogether a sum of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ only) being the amount of the 100% (Hundred) percent of the advance payment or such other unadjusted amount of the said advance. The decision of the purchaser as to whether the terms and conditions of this Guarantee have been observed shall be final and binding of the Bank.

THE GUARANTEE HEREIN CONTAINED is not revocable by notice during the currency and will remain in full force until (a) payment has been made to the purchaser by the Bank of the aggregated amount payable herein under or (b) the said advance has been fully adjusted and extinguished, as hereafter set forth, whichever is earlier. Out of the gross amount each invoice representing the full cost of work being affected percent of the amount due will be deducted by way of adjustment of the said advance in the invoices such that in the last or such earlier invoice as may be agreed to under the terms of Purchase Order, the residual balance of the advance shall automatically got extinguished. Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

UNLESS PREVIOUSLY CANCELLED BY TH PURCHASER, this indemnity will remain in force up to \_\_\_\_\_ months form the date of issue of the Guarantee i.e. up to \_\_\_\_\_ and will stand automatically cancelled on the expiry of the said period unless mutually agreed upon that the Guarantee shall continue for a period longer than contemplated hereunder. Unless demand or claim under this Guarantee is made on us in writing within six months from the date of the expiry of this Guarantee all the rights of the Purchaser against us hereunder shall be forfeited and we sell be relieved and discharged from all liabilities hereunder.

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

The Bank declares that it has the power to issue the Guarantee under Regulations 1959 and the undersigned has full powers to do so on behalf of the Bank.

Dated: This \_\_\_\_\_ day of 20\_\_

Signature of the issuing authority & seal.

**Annexure-B**

**FORMAT FOR PERFORMANCE BANK GUARANTEE**

Note: To be executed on a non-judicial Paper of appropriate value.

Ref. No. \_\_\_\_\_

THIS GUARANTEE made on this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_  
20\_\_\_\_\_(year) on \_\_\_\_\_ Bank (address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Hereinafter called the Bank) which expression shall unless repugnant to the context or contrary to the meaning thereof included its successors on one part and Pristine Mega food Park Pvt Limited, a company incorporated under the companies act 1956 and having its Registered Office at 3<sup>RD</sup> Floor, Wing B, Commercial Plaza, Radisson Blu, Mahipalpur, New Delhi (hereinafter called the Owner which expression shall include the successors and assignee), on the other part.

WHEREAS the Owner has placed a Contract with \_\_\_\_\_(hereinafter called the contractor) having its Registered office at \_\_\_\_\_ for \_\_\_\_\_(Hereinafter called the work) at total cost of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_ Only)

WHEREAS it is one of the terms of the said contract that the contractor shall furnish to the owner a Guarantee of a Bank which shall be for \_\_\_\_\_% of the value of the contract and shall be valid for the entire work covered by the said contract and the entire period of defect liability in respect of the said work.

WHEREAS the Bank has, at the request of the contractor, agreed to give in favour of the Owner a Guarantee in manner hereinafter appearing, which the owner has agreed to accept.

THIS DEED WITNESSETH as follows:

1. In pursuance of the said agreement and in consideration of the promises, the Bank hereby guarantee to the Owner due observance and fulfillment by the the contractor of the terms of the said contract relating to the said work and of the performance warranty which is a part of the said contract and agrees and undertakes that if the contractor fails to observe and fulfill the said terms of the said contract and/or the performance warranty, then the Bank shall immediately pay to the Owner on demand such sum or, sums of money to the extent of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_ only)  
Being \_\_\_\_\_% of the value of the said contract on account of losses and damages suffered by the Owner as may be claimed by the Owner by reason of such non-observance and non-fulfillment by the contractor as aforesaid and shall also indemnify the Owner against all losses and damages suffered by the Owner as aforesaid and against all costs, in connection herewith and against all costs, charges, expenses which may be incurred by the Owner in connection herewith.  
The Bank shall pay the said amount without demur or protest or without recourse to the contractor. Any such demand placed on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.
2. This guarantee is a continuing guarantee and not revocable except with the previous written consent of the owner and save as aforesaid it will continue in force until the contractor has maintained the schedule of delivery of the said work under the said contract and observed and fulfilled the said performance warranty and all other terms and conditions of the said contract. The guarantee is valid up to \_\_\_\_\_

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

3. The Owner may, without affecting Bank's liabilities and obligations hereunder, grant time or other indulgence to or compound with the contractor or enter into any agreement or agree to forbear to enforce any of the terms and conditions of the said contract against the contractor or agree to vary any of the terms and conditions of the said contract.
4. This guarantee shall not be affected by any change in the constitutions of the Owner by absorption with any other body or corporation or otherwise and this guarantee will be available /or enforceable by such body or corporation.
5. All compositions and payments received by the Owner from or on behalf of the Contractor shall be regarded as payments is gross and in the event of the Contractor being wound up, the Owner will be entitled to prove against the properties of the contractor in respect of the whole of the contractor's indebtedness to the to the Owner, without any right on the part of the Bank to stand in the Owner's place in respect of or to claim the benefits of such composition and payment or any security held by the Owner until the owner shall have received the full amount of the claims against the contractor.
6. In order to give effect to this guarantee the Owner will be entitled to act as if the Bank were the Principal debtor and the Bank hereby waives all and any of its rights of suretyship.
7. This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Bank to the Owner of the amount hereby secured and on the claim of the Owner against the contractor in respect of the said contract being satisfied. However, the guarantee is valid up to \_\_\_\_\_.
8. This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to the Owner in respect of the said contract by the Bank (whether alone or jointly with others).
9. Unless demand or claim under the guarantee is made within six months from the date of expiry of this guarantee, all the rights of the Owner hereunder shall be forfeited and the Bank shall be relieved and discharged of all liabilities hereunder.
10. These presents shall be governed by and construed in accordance with Indian law.
11. Subject to clause 2 hereof this guarantee remain enforce for completion period of i.e. up to \_\_\_\_\_.
12. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by 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 post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an Officer of the Owner that the envelope was so posted shall be conclusive
13. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it will remain in force till \_\_\_\_\_ unless a claim or demand in writing is made with us under this guarantee on or before

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

\_\_\_\_\_all your rights under the said guarantee shall be forfeited and we shall be relieved of liabilities thereunder.

14. The Bank declares that it has the power to issue the guarantee under Regulations 1959 and the undersigned has full powers to do so on behalf of the Bank.

Signature of the issuing authority with seal.  
Corporate Seal

For \_\_\_\_\_ Bank.

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

**Annexure –C**

**PRISTINE MEGA FOOD PARK PVT LIMITED  
PROJECTS DEPARTMENT**

**Date :**

**NO DUE CERTIFICATE**

This is to certified that M/s. \_\_\_\_\_ were awarded contract for \_\_\_\_\_ work vide our work order No. \_\_\_\_\_ DTD. \_\_\_\_\_. The work has been completed as per the provisions of Work Order and performance of the contractor is satisfactory.

This certificate is being issued to M/s. \_\_\_\_\_ for clearing their final bill against the above Work Order.

He may be given "NO DUE CERTIFICATE" from the concerned department

[DEPARTMENTAL MANAGER]

---

Sr. No.	Department	Signature	Remark
1	Stores		
2	PROJECTS		
3	SECURITY		
4	*		
5	*		
6	*		

\*Clearance from other departments as advised by Departmental Manager

(Signature of Authorized officer)

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

**Annexure - D**

**NO CLAIM CERTIFICATE**

RECEIVED the sum of Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] vide Cheque No. \_\_\_\_\_ dt. \_\_\_\_\_ in full and final settlement of all the payments due to us against work order No. \_\_\_\_\_ for \_\_\_\_\_ at PMFP/site at \_\_\_\_\_, executed by us under the contract agreement between us and Pristine MEGA FOOD PARK Pvt Ltd, including all accounts payable to us as per the agreement. We hereby unconditionally and without any reservation whatsoever accept the final payment from Pristine MEGA FOOD PARK Pvt Ltd., against aforesaid job executed by us. We further declare unequivocally that with this payment we have received all the amounts payable to us and have no dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us and that we shall be continued to be bound by the terms and conditions of the agreement as regards performance of the contract.

Name of the Contractor : \_\_\_\_\_

Signature : \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Name & Official Stamp : \_\_\_\_\_

**Annexure-E**

**PRISTINE MEGA FOOD PARK PVT LTD,  
CERTIFICATE NO. PMFP/\_\_\_\_\_**

**DATED:**

**FINAL TAKE OVER CERTIFICATE**

- 1. Scope of work: \_\_\_\_\_  
\_\_\_\_\_
- 2. Work Order No. & Date: \_\_\_\_\_
- 3. Contractor: M/s. \_\_\_\_\_
- 4. Date of commencement of work order: \_\_\_\_\_
- 5. Date of contractual completion: \_\_\_\_\_
- 6. Date of actual completion of work: \_\_\_\_\_
- 7. Work certification: \_\_\_\_\_
- 8. Liquidated damages: \_\_\_\_\_
- 9. Date of commencement of  
Maintenance period: \_\_\_\_\_
- 10. Date of completion of Maintenance: \_\_\_\_\_  
Period
- 11. Particulars of Part takeover: \_\_\_\_\_
- 12. Date of Final takeover (Incl. Site:  
Clearance) \_\_\_\_\_
- 13. Details of Fixtures/Fittings: \_\_\_\_\_  
(in case of building)

**Accepted & Signed by Owner Contractor**

	<b>Owner</b>	<b>Contractor</b>
1. Signature	_____	_____
2. Name	_____	_____
3. Designation	_____	_____
4. Date	_____	_____



**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

**WORK ORDER**

**W.O. No. \*\*\*\*\***

**Date: - \*\*\*\*\***

To:

M/s. -----

\*\*\*\*\*  
\*\*\*\*\*

**SERVICE TAX REGN NO. -----**

**PAN NO. -----**

**TIN: -----**

**SUB: CONSTRUCTION OF -----**

- REF: 1. Our Enquiry No. -----  
2. Your offer against our enquiry & subsequent correspondence if any..  
3. Your price bid opened on -----.  
4. Negotiation held with committee Your letter dt. -----  
5. Our LOI No. -----

Dear Sir,

With reference to above, we are pleased to issue this Work Order for the subject work with following terms and conditions, Bill of Quantities & item Rates, Standard Conditions of Contract, Statutory Requirements and Terms of Payment enclosed herewith this work order.

1. Please clearly mark in all your correspondence Work Order No. & Date.
2. The Estimated value of the Work Order is **Rs.** ----- (Rupees ----- only).
3. Service Tax will be paid Extra as applicable on 40% of Invoice value including cost of free issue of material. All other taxes and duties are included in above rates.
4. You are advised to report to DGM Civil for execution of the job & submission of your bills in triplicate.
5. Effective date : As per Clause No. 1[k] of Attachment – III of this Tender Document.
6. Contract duration : 10 ( Ten ) Months from Effective Date excluding Monsoon period .
7. Application of Terms & conditions: The Terms & condition mentioned in Scope of work/special conditions, Bill of Quantities & Item Rates shall prevail over the terms & condition mentioned elsewhere in the order otherwise 'Terms & condition of contract' shall be applicable.
8. The following shall form a part of this work order :-

Attachment – I	Tender form
Attachment – II	Instruction to Tenderers
Attachment – III	General Conditions of Contract
Attachment – IV	Site Working and Safety Conditions
Attachment – V	Additional Conditions of Contract
Attachment – VI	Issue of Material
Attachment – VII	Procurement of Materials and Consumption
Attachment – VIII	Special Conditions
Attachment – IX	Scope of work and technical conditions
Attachment – X	Terms of Payment
Attachment – XI	Preamble to Schedule of Rates
Attachment – XII	Bill of Quantities and Item Rates
Attachment – XIII	Suggested list of approved material/suppliers
Attachment – XIV	Statutory Requirements
Attachment – XV	Special condtions.

**Annexures:** A. Draft of bank Guarantee for Advance Payment to the Contractors.

**Tender No.: PMFP/Mansi/PEB and Civil Construction-114**

- B. Draft of Performance Bank Guarantee
- C. No Due Certificate
- D. No Claim Certificate.
- E. Final Take Over Certificate.

Work Order is issued in triplicate, you are requested to return two copies duly signed and stamped in token of your unconditional acceptance.

Yours faithfully,  
For Pristine Mega Food Park Pvt Ltd.

Authorised Signatory  
Encl.: As above  
Received and accepted unconditionally  
Signature with stamp & date

