

SPECIAL CONDITIONS OF CONTRACT

1.0 General

The Special conditions of contract shall be read in conjunction with the General Conditions of Contract, Specifications, Pre-amble to Bill of Quantities, Drawings and / or other supplementary documents detailing the work.

Provided that where any provision of the General Conditions of contract is repugnant to or at variance unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provision of the General Conditions of contract and shall to the extent of such repugnance or variation prevail.

2.0 Site and Local Conditions

The Fertilizer Plant site is located in the latitude of 13d 10' 0" N and longitude of 80d16'5" E and it is in the Manali Village of Ponneri Taluk of Thiruvalluvar District. The site is in the out skirts of Chennai Metropolitan Area. The site is served by the bitumen road which lies for full length of front boundary connecting Tiruvottriyur, Minjur and Ennore. The site is about 12 KM from Chennai harbour, adjoining Chennai Petroleum Corporation Limited, Manali Petro-product limited. Nearest Railway station is Tiruvottiyur 4 KM from southern boundary. The Buckingham canal runs at about 2km east of the site and the sea coast is about 4.5 KM from the site.

The site is situated on a generally flat ground with the contours varying from 1.2 M to 1.8 M above mean sea level.

As the site is close to the sea coast the sub – soil water table is fairly high. The site is situated in Seismic Zone 1 as defined by IS : 1893. Horizontal Seismic Coefficient of 0.02 for Seismic Method and 0.10 as Seismic Zone factor for response spectrum method is to be considered.

Climatic conditions as observed in the nearest meteorological observatory at Nungambakkam, 22 KM from MFL site are as follows:

Mean of maximum daily temperature	32°C
Mean of minimum daily temperature	24°C
Mean relative humidity	71%
Maximum daily precipitation	55 cm
Average yearly precipitation	160 cm
Maximum rainfall occurs in	October to December

Maximum wind velocity

63 KM per hour

- November to January - Mainly from NW & NE in morning and from North & East afternoon
- February & March - Mainly from East and SE
- April & May - Mainly from South & SE
- June - From SW
- July & August - From NW
- September & October - From SE & SW

3.0 Construction Facilities

3.1 Rail and Road Transport

The site is about 4 KM west of Tiruvottiyur Railway Station on the Chennai – Vijayawada line and close to Tondiarpet Marshalling Yard. The site is connected to Chennai City by the Waltax Road and also by Chennai North Beach Road.

Access to the site will be from Tiruvottiyur Highway thro the railway over bridge. Intending tenderers shall visit and are deemed to have visited the site and make themselves thoroughly acquainted with the nature and requirement of the construction facilities, access for materials and removal of rubbish, cost of carriage, freights and other charges and shall allow in their tenders for special difficulties if any, in, carrying out the work, although these may not be mentioned in this specification.

3.2 Construction Water

The Raw water for works shall be supplied free of cost by the Company to the Contractor at the ground level tank located in the off-site area or the well within MFL plot. The Contractor shall make his own arrangement for drawing water from this source and further distribution at his own cost with the approval of the Company. The Contractor cannot claim compensation for any failure in water supply caused due to any reason whatsoever.

The Contractor shall be responsible to store water in sufficient quantities to meet his requirements in well built water storage tanks. The Contractor is responsible to ensure that there is no wastage or misuse of water. He will also be responsible for maintaining the tap, pipe lines etc. in proper conditions. The requirement of water for construction shall be indicated by the contractor.

3.3 Construction Power

Electric power for construction purposes will be made available at 400 volts, 3 phase, 50 cycles to the Contractor free of cost at one point at the site, selected by the company. This does not cover, however, the power requirement for fabrication of structures and connected structural steel work, for which the contractors shall have to make their own arrangement at their own cost.

Further distribution, installation of the switchboard, maintenance etc. shall be arranged by the contractor at his own cost. The Contractor shall be responsible to get necessary approval for energizing such part of the electrical installation from the State Electrical Inspector. All connections made will be to the Contractor's account, and shall conform to Indian Electricity rules 1956 and Indian Electricity Act 1910 with latest amendments. All wiring from the switchboard will be removed by the Contractor on completion of the work. He shall reinstate and make good any work disturbed by the temporary power lines to the satisfaction of the Company.

The Contractor is responsible to ensure that there is no wastage or misuse of power. The energy consumed shall be used only for the works for which it is intended. The Contractor cannot claim compensation for any interruption or failure in power supply caused due to any reason whatsoever. The Contractor shall indicate requirement of electric power for lighting and construction equipment.

3.4 Temporary Roads

The Contractor shall construct and maintain at his own cost all temporary roads within the plant boundary for leading materials to various sites of construction or otherwise deemed necessary to carry on the work.

The Contractor shall be required to permit the use of the roads constructed by him for the vehicles of any other parties who may be engaged on Fertilizer site. The Contractors shall also facilitate the construction of permanent roads, should the construction thereof start while he is engaged on this work.

Non availability of access roads for the use of the Contractor shall in no case condone any delay in the execution of works or the cause for any claim for compensation against the Company.

4.0 Time Schedule of construction

Time is the essence of the contract. The Contractor shall complete the whole of the work to the satisfaction of the Engineer within the period as stipulated in the main Tender Document.

5.0 Supply of Materials

The Company will not supply any materials to the Contractor and the Contractor shall make his own arrangements to procure all materials as required to complete the works in all respects according to the Contract. The quoted rates shall be inclusive of cost of materials together with sales tax and other taxes if leviable from time to time, loading, unloading, handling, stacking, transport and storage charge and shall also cover Contractor's overhead and profit.

The Contractor shall procure his steel requirement for the work only from main producers and secondary producers.

6.0 Authorized Agents

If the headquarters of the Contractor is elsewhere than in Manali he shall have a duly authorized agent in Manali from the commencement of work until completion of the work as specified. Such agent shall be authorized to act on behalf of the Contractor, to accept services of notices under the Contract and to agree to extras, omissions and varied items of work and rates for same. Such agent shall not be changed and shall not leave Manali during the period of the Contract unless the consent of the Engineer shall have been previously obtained. If the Engineer shall require the Contractor to carry out any rectifications under the terms of Contract after the work is completed the contractor shall have the same or another duly authorized agent in Manali when such rectifications are being carried out.

The Contractor shall send a duly authorized competent representative to meet the Engineer at his office at site whenever called upon in writing to do so by the Engineer and any instructions, directions or explanations given by the Engineer to such representative shall be held to have been given to the Contractor.

7.0 Construction Stores and Site Office

Suitable areas will be allocated by the Company to the Contractor to build storages for storing the equipments, plants, materials etc. and also to build his site offices. He will be solely responsible for watching and guarding of his stores, offices etc. The Contractor shall build at his own cost a weather proof shed to store cement.

The Contractor shall cover all his equipments and materials at site with requisite insurance against theft, larceny, dacoity, fire, tempest, flood, earthquakes etc.

On completion of the works undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleaned as directed by the Engineer. MFL reserves the right to ask the Contractor any time during the pendency of the Contract to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise.

8.0 Labour and Supervisory Camp

No land will be provided by the company to the Contractor for constructing his labour and supervisory camps. Contractor shall make his own arrangements for the same outside the plant boundary.

9.0 Construction Equipment

The Contractor shall make his own arrangements to procure all constructional plant and equipments for his work. He shall also state in **Annexure** the type and number of different equipments with their capacities in good working conditions, which he will use on the site to ensure completion of the work in the specified time.

All materials, construction plants and equipments etc. once brought by the Contractor to the site are not to be removed from there without the written authority from the Engineer. Also, the Contractor shall have adequate stock of spare parts for the equipment on the site and work shall not be delayed on this account. Similarly all temporary works built by the Contractor for the main constructions undertaken by him, are not to be dismantled and removed without the written authority from the Engineer.

10.0 Bar Bending Schedule

Unless otherwise directed by the Engineer, all bar bending schedules shall be prepared by the Contractor on the basis of drawings, general arrangements and sections supplied by the Engineer. Bar bending schedules are to be prepared in conformity with the best modern practice with due regard to speed and economy and in general shall conform to the relevant Indian Standard Codes. The cost of the preparation of bar bending schedules and furnishing three (3) copies of the same shall be included in the rate for reinforcement work and no extra will be paid on this account. Bending and binding of reinforcement shall be taken in hand until the relevant bar bending schedules have been approved by the Engineer.

11.0 Co-operation with other Contractors

The Contractor shall execute his work in a phased manner as directed by the Engineer from time to time so as not to obstruct or retard the work being executed simultaneously by other agencies.

11.0 Safety

The Contractor shall be responsible for provision of safety arrangement and protective clothing for all operatives on the site whether or not engaged in actual operation or supervision. The contractor shall also be responsible for safety arrangements of all equipment used for construction and shall employ trained workmen conversant with safety regulation. The

Contractor shall use only tested equipment and tools and shall periodically renew tests to the satisfaction of the Engineer. All test certificates shall be made available to the Engineer at the site of the work. If at any time, in the opinion of the Engineer, this provision is not complied with, the Contractor shall forthwith replace such equipment and tools.

The Contractor shall display notices and arrange proper fencing at such places where hazardous work is being carried out. The Contractor shall provide at his own expense on the works to the satisfaction of the Engineer at such places, proper and sufficient fire fighting, first-aid appliances etc. which shall at all times be available for use.

12.0 Coverage of Contract

The Contract for the work is a complete one for labour, material and workmanship with Contractor's overheads and profit including all temporary works and the provision and use of all construction equipment, tools, tackles etc. The contractor shall make his own arrangements for all the materials and equipment required for the due performance of the Contract.

Except where it is expressly provided that the cost will be borne by the Company the various obligations of Contractor under the Contract shall be at the cost of the Contractor.

14.0 Royalty

Royalties for the construction materials i.e. sand, stone aggregates, boulders, moorum etc. as prescribed from time to time to by the State Government shall be paid by the Contractors. All mining regulations have to be strictly adhered to by the contractors.

15.0 Guarantees

All guarantees such as for water proofing, acid resisting materials for the entire work as obtained from the manufacturers shall be transferred to the Company by the contractor after the completion on of the work.

16.0 Rules & Regulations

Contractor shall provide all amenities to his staff and labour at site as per MFL Rules and Regulations.

Contractor shall strictly follow the Rules & Regulations of Madras Fertilizers Limited.

Contractor throughout the pendency of the contract, shall observe all the provisions, relevant rules, regulations and acts of Government of India, Government of Tamil Nadu and also local authorities as in force from time to time.

The contractor is fully responsible for the safety of his staff and workmen and must equip them with safety appliances and tools.

All the workmen and staff shall be covered under Group Accident Insurance Scheme at his cost for the duration of the contract, without which the contractor will not be permitted to commence the work.

The contractor shall also observe all rules and regulations framed by MFL, for work in the area, which houses other acid storage tanks. The contractor shall only use tested equipment, tools and tackles to the satisfaction of MFL Engineer

17.0 Site Facilities & Construction of Stores & Site Office

MFL shall make available electric power and water at one point near to the site. The successful tenderer shall extend the same to the work site at their cost. Water and power for site work will be supplied to the contractor at free of cost.

Any other facility like compressed air, blower etc. shall be arranged by the Bidder.

MFL will not provide any scaffolding, tools & tackles for carrying out the work.

18.0 Removal of Rejected Material / Equipment

Goods rejected by the company shall be removed by the contractor within 15 days from the date of intimation. MFL shall in no way be responsible for any loss, deterioration or damage to the rejected goods under any circumstances whatsoever.
