



**TENDER DOCUMENT FOR BAGGING BUILDING, WAGON LOADING PLATFORM & STORAGE PLATFORM,
CONVEYOR GANTRY & TRANSFER TOWER (PART-A) AND PIPE RACK STRUCTURE (PART-B) AT
GORAKHPUR, U.P.**

[NIT NO. : PNP/EM250/E/G-206 dated 05.08.2019]

AMENDMENT-3 DATED 30.08.2019



Sl. No.	Reference of Bidding Document					Amended Clause
	Part/Sec.	Page No.	Clause No.	Amendment Type M/A/D/C	Existing Clause	
1	Part-II, Technical Section-5.1 : Preamble To Schedule of Rates (SOR)	08 of 14	5.01 (h)	M	<p>For payment of Earthwork in foundations / pits / trenches, etc., the excavation in earthwork volume shall be calculated by multiplying the base area as per the dimensions of mat (lean) concrete indicated in the drawing for different foundations by the specified depth of excavation considering vertical cut up to the bottom of mat concrete level from ground level. Extra excavation carried out by the Contractor with sloping sides or with larger base area or with extra deepening of trenches / pits / foundations, etc. for working convenience shall not be measured and paid for.</p> <p>The payment for back filling and disposal of surplus excavated material shall also be made on the same basis as that for excavation. Therefore excavation, back filling and disposal of surplus earth resulting from the excavation over the mat concrete dimensions and for the depth beyond bottom level of mat concrete as indicated in the drawings shall not be paid for. However, for the cases where waterproofing / acid proofing is indicated as per drawings on outer sides, the mode of measurement shall be as per IS: 1200.</p>	<p>For payment of Earthwork in foundations / pits / trenches, etc., the excavation in earthwork volume shall be calculated by multiplying the base area as per the dimensions of mat (lean) concrete indicated in the drawing for different foundations by the specified depth of excavation considering vertical cut up to the bottom of mat concrete level from ground level. Extra excavation carried out by the Contractor with sloping sides or with larger base area or with extra deepening of trenches / pits / foundations, etc. for working convenience shall not be measured and paid for.</p> <p>The payment for back filling and disposal of surplus excavated material shall also be made on the same basis as that for excavation. Therefore excavation, back filling and disposal of surplus earth resulting from the excavation over the mat concrete dimensions and for the depth beyond bottom level of mat concrete as indicated in the drawings shall not be paid for.</p>



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2	Part-I, Commercial Annexure-1.10 : Terms of Payment	-	-	M	Annexure-1.10 : Terms of Payment	Existing Terms of Payment (Annexure-1.10) stands DELETED. Revised Terms of Payment is enclosed.

**PROJECT MANAGER
PDIL, NOIDA**

LEGEND:

M: MODIFICATION. A: ADDITION, D: DELETION, C: CLARIFICATION

Enclosures: 1.) Terms of Payment (Annexure-1.10)

	TERMS OF PAYMENT	P-I/Annx.-1.10	0	
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PART-I : COMMERCIAL

ANNEXURE - 1.10

TERMS OF PAYMENT

1	29.08.2018	FOR TENDER	BP	SK	RRK
0	29.11.2018	FOR TENDER	PKC	SK	RRK
REV.	DATE	PURPOSE	PREPARED	REVIEWED	APPROVED

	TERMS OF PAYMENT	P-I/Annx.-1.10	0	
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TERMS OF PAYMENT

1.0 FINANCIAL GUARANTEE FOR PERFORMANCE

The contractor shall provide financial guarantee within 15 days of award of work for due & faithful performance of the contract as per Article 6 of General Conditions of Contract.

2.0 PAYMENT TERMS

Following terms of payment shall be applicable :

2.1. MOBILIZATION ADVANCE

Mobilization Advance not exceeding 10% of contract value shall be payable on submission of Bank Guarantee for the equivalent amount from a Nationalized / Scheduled Bank in the prescribed proforma, subject to furnishing the Performance Bank Guarantee. **An interest @ 10% per annum shall, however, be charged on the above Mobilization Advance till it is recovered.** Recovery of this Advance shall be made @ 15% from each bill so that full Mobilization Advance including interest is recovered by the time 75% work is done. The interest shall be calculated on the advance up to the date of release of payment(s). Mobilization Advance shall be paid only on acceptance of LOI / Work Order and establishment of Site Office by Contractor. The payment of Mobilization Advance shall be released with certification by Consultant/Owner.

2.2. RUNNING ON ACCOUNT PAYMENT

95% against value of actual work done shall be paid against running bills within 30 days of certification by Owner/Consultant after recovery of the following:

- Mobilization Advance as indicated above.
- Statutory deduction such as Income-Tax as applicable.
- Any other recovery if become due.

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

2.2.1 FOR ALL ITEMS OF THE SOR (Section-5.2) (Except Structural Steel Works mentioned at Sl. no. 2.2.2 below)

95% against value of actual work done shall be paid against running bills duly certified by Owner/Consultant.

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2.2.2 FOR STRUCTURAL STEEL WORKS ONLY

[Item no. G-01 & G-02 listed in Part-A & Part-B of SOR (Section-5.2)]

A. FABRICATION AT SITE

- i. 05% on prorata basis - Finalisation of Quantities, Plan and Submission of Approved Fabrication Drawings.
- ii. 50% on prorata basis - Upon Supply, Completion of Fabrication, Surface preparation and Application of Primer Coat
- iii. 30% on prorata basis - Upon completion of Erection, Welding and Final Alignment
- iv. 10% on prorata basis - Upon Final Checking, Painting and Completion of All Works in all respects and acceptance thereof by Owner/Consultant.

B. FABRICATION AT YARD OUTSIDE PLANT PREMISES*

- i. 05% on prorata basis - Finalisation of Quantities, Plan and Submission of Approved Fabrication Drawings.
- ii. 50% on prorata basis - Upon Supply, Completion of Fabrication, Surface preparation, Application of Primer Coat and Transportation of Finished Materials to Owner's premises.
- iii. 30% on prorata basis - Upon completion of Erection, Welding and Final Alignment
- iv. 10% on prorata basis - Upon Final Checking, Painting and Completion of All Works in all respects and acceptance thereof by Owner/Consultant.

- “*” : (a) Contractor to obtain approval from Owner/Consultant for finalization of fabrication yard.
(b) Inspection shall be done by Owner/Consultant approved TPI, as per approved QAP/ITP.
(c) TPI Charges shall be borne by Contractor.
(d) For item B(ii) : Surface preparation and Application of Primer Coat may also be done inside plant premises, if contractor wishes to do so. However payment shall be released upon completion of the activities mentioned in all respects.

2.2.3 Balance 05% (Retention Money) shall be released along with final bill.

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2.3. The Running Account Bills shall be submitted on Monthly basis. However, kindly note that in addition of Running Account Bill, the contractor has to submit the Monthly Progress Report (Refer Annexure 1.24) duly approved by the Engineer-in-charge/ Resident Construction Manager at site. This report will acts as a mandatory document for submission of the bill. Failing in submission of the report, the invoice will not be processed further for payment.

2.4. RELEASE OF 1st R/A BILL

Payment will be released against 1st R/A bill only on submission of following documents by contractor to the indenting department.

- i. Monthly Progress report approved by Engineer-in-charge/ Resident Construction Manager at site.
- ii. Financial Guarantee for Performance
- iii. Labour License (as per statutory requirements)
- iv. EPF Code Registration number with RPF/ARPF
- v. Insurance Contractor All Risk (CAR) Policy
- vi. Workmen compensation policy

2.5. SUBMISSION OF FINAL BILL

The final bill complete in all respect shall be submitted after certified completion of work. The bill should be accompanied with the following documents:

- i. Job completion certificate.
- ii. No claim certificate on HURL's prescribed proforma.
- iii. Site clearance certificate.
- iv. Performance guarantee duly amended to cover certified maintenance period.
- v. Indemnity certificate towards labours payment and all other statutory payments.

No claim shall be entertained after receipt of final bill. Settlement of final bill shall be made within 1 (one) month period subject to furnishing of all required documents / clarification and extension of time, if any, by HURL's competent authority.

3.0 PRICE

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

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4.0 INSTRUCTION FOR INVOICING & PAYMENT DOCUMENTATION

4.1. INVOICING

Invoicing shall be in compliance with the stipulations of the Work Order and the following instructions. Contractor is liable for all costs arising from noncompliance with the instructions.

As far as possible, description of Works in invoice shall match the description in Work Order. **Invoice for payment shall be addressed to Owner.**

The invoices shall be issued in the name of:

**Hindustan Urvarak & Rasayan Limited,
Core-4, 29th Floor, Scope Minar,
Laxmi Nagar District Centre, Delhi-92**

Attn : HURL Site Head - Gorakhpur Unit

The invoice shall contain the following information:

- i. Work Order No.
- ii. Item no., quantity and complete description
- iii. Item-wise net price (unit and total) of the works where applicable.
- iv. Net amount payable by deducting advance payment already invoiced, if any, and the guarantee retention amount, if any, from the total value of the Works being invoiced.

The signed invoices, original and copy shall be made on Contractor's letter head and shall be duly signed.

Invoices for progress payment(s) shall state the information under (i), (ii) and (iii).
Invoices for guarantee retention money shall state the information under (i) to (iv).

4.2. PROGRESS PAYMENT

- 1) Invoice for _____ in original and two (2) copies duly certified by Owner / Consultant.
- 2) Performance certificate in one (1) original plus two (2) copies from the beneficiary to the effect that progress achieved is equal to progress invoiced, duly certified by Owner/Consultant.

