

Oct 2019

,

CONTRACT FOR SUPPLY OF CONSTRUCTION STORE

PART-I

Dear Sir,

1. This is to inform you that a formal contract is being placed on your firm for supply of items/services at prices mentioned in Part-II. The commercial terms and conditions are contained in Part-III & Part-IV of this contract. The word "Seller" in this contract is meant for your firm while the word "Buyer" is meant for APS Mathura, Mathura Cant.
2. Following documents shall be the sole repository of this transaction:-
 - (a) This office enquiry
 - (b) Commercial Bids will be dropped in the Quotation Box placed at APS Mathura Cantt. Opening date of Commercial Bids is 18 Oct 2019, 1430 hrs.
 - (c) Five Parts of this Contract as under:-
 - (i) **Part-I** - Communication of acceptance of Seller's Bid as finalized by Buyer.
 - (ii) **Part-II** – Buyer agrees to buy and Seller agrees to sell items/ services mentioned in Part-II at the prices mentioned therein. This part contains essential details of the items/services required, such as the Technical Specifications, Delivery Period, Place of Delivery and Consignee details agreed by the Seller.
 - (iii) **Part-III** – Buyer and Seller agree to abide by the Standard Conditions of contracts mentioned in Part-III.
 - (iv) **Part-IV** - Buyer and Seller agree to abide the Terms and Conditions contract mentioned in Part-IV
 - (v) **Part-V** - It contains list of other addresses, other relevant details and signing formalities pertaining to this contract.

Signature of Seller

Signature of Buyer

Part III

CONSTRUCTION MATERIAL

General Specification

1. CEMENT

(a) Cement required for the work under the contract shall be procured, supplied and incorporated in the works by the Seller under his own arrangement. Cement shall be of tested for quality and shall comply with the requirements mentioned in the IS specifications as amended and particular specifications given hereinafter. Type of cement for the subject work shall be Portland Pozzolana Cement (PPC) conforming to IS 1489(Part-I).

(b) The Seller shall furnish the particulars of the manufacturer/supplier of cement along with the date of manufacturer for every lot of cement separately. The cement so brought shall be fresh and in no case older than 60 days from the date of manufacture. The document in support of the purchases of cement shall be produced for verification. Cement shall be procured for minimum requirement of one month and not exceeding the requirement of the same for more than two months at a time. The cement shall be consumed in the work within three months after receipt. Cement shall conform to the requirement of Indian Standard Specification and each bag of cement shall bear relevant ISI mark. The content of cement shall be checked at random to verify the actual weight of cement per bag. However, the content of cement per bag shall be 50 Kg only. Subject to tolerance given in clause 9.2.1.1 and Annexure "B" of IS – 8112.

(c) Source Of Procurement. ACC, Ultra Tech (L & T) Cement, Gujarat Ambuja Cement, Shri Ultra, Grasim Cement.

(d) Testing of cement :-The Seller shall submit the manufacturer's test certificate in original along with test sheets giving the result of each physical test as applicable in accordance with relevant IS provision and the chemical composition of cement or authenticated copy thereof duly signed by the manufacturer with each consignment, as per the following IS provision :-

- (i) Method of sampling hydraulic cement as per IS – 3535: 1986.
- (ii) Method of physical test for hydraulic cements as per IS – 4031.
- (iii) Method of chemical analysis of hydraulic cement as per IS – 4032:1985.

Note. The test certificate and test sheet shall be furnished with each batch of manufacture.

2. Sand. Fine sand shall be of approved quality, conforming to IS – 383. The fine sand for all reinforced and plain cement concrete work shall be natural sand / crushed stone sand or combination thereof. Grading/proportioning of sand shall be within limits of IS – 456: 2000, within the limits of Grading Zone – II & III. Unless otherwise indicated sand for plastering and pointing shall conform to IS – 1542. Use of sea/desert sand is prohibited. The sand shall be obtained from approved sources. The sand shall be hard, dense, strong, durable, clear and free from veins, adherent coatings, disintegrated pieces, alkali, vegetable matters and other deleterious substances.

3. Aggregate. Aggregate to be used in all cement concrete works shall be of crushed / broken trap stone and shall be obtained from any of the approved quarries as approved. Grading / proportioning of aggregate shall be within limits of IS – 456,

4. Brick. Bricks shall be sub class B Bricks of first quality as approved. As regards the size of bricks, the dimensions shall be as available locally and as approved. Bricks shall have crushing strength of not less than 75 Kg / Sq.cm. The size of the bricks shall be 230 mm X 110 mm X 75 mm. Water absorption shall not be more than 20%.

5. Steel

Steel for concrete reinforcement.

- (a) TMT Steel Bars shall conform to IS – 1786 & grade Fe – 415, Fe– 500, Fe – 550.
- (b) Mild Steel Grade I bars shall conform to IS – 432

- (c) Corrosion Resistant (CR) Steel.
- (d) The CR steel wherever specified to be used in RCC works shall conform to the following requirements.
- (e) The CR steel shall be manufactured by SAIL / TISCO /RINL using TMT process and shall conform to the grade Fe – 415. The Yield stress shall be minimum 415 N/Sq.mm. The Tensile strength shall be minimum 485 N/Sq.mm and Elongation shall be minimum 14.5 percent.
- (f) CR steel shall have CRE = 0.75% minimum.
- (g) In case steel of grade Fe 415 is not available, then seller may at his option provide Fe 500 or Fe 550 at no extra cost.
- (h) Structural Steel.
- (i) Structural steel standard quality shall conform to IS – 226 and grade Fe – 410 – S.
- (ii) Structural steel ordinary quality shall conform to IS – 1977 and Grade Fe – 410 – 0. This type of steel shall be used for structures not subjected to dynamic loading. This type of steel will not be used where welding is used in fabrication and in the areas falling in earthquake zones where severe damage is expected and design of structure is based on plastic theory.
- (iii) Structural steel ordinary quality shall be used for frames of doors and windows, guard bars, grills and like and shall conform to IS –1977 and Grade Fe – 310 – 0.
- (j) Hard drawn steel wire fabric for concrete reinforcement: Fabric reinforcement shall conform to IS – 1566.
- (k) CGI sheet

6. Source of Steel. Steel shall be procured by the Supplier from the main producers or Secondary producer. It should be ensured that NO Recycled steel is used. Suggested manufacturers are:-

- (a) SAIL.
(b) Rashtriya Ispat Nigam Ltd.
(c) TISCO.
(d) Jindal Steels.
(e) SRMB Udyog Ltd.
(f) ESSAR Steels.

7. Test Certificate for Steel. The supplier shall produce manufacturer's test certificates in original along with the test sheet giving the result of each mechanical test as applicable and the chemical composition of the steel supplied as specified in relevant I.S codes, duly signed by the manufacturer or their authorized Conversion Agents with each consignment.

8. Structural Members.

(a) Columns. Columns made using Rectangular Hollow Steel section conforming to IS : 4923 : 1997 amdt 1&2, . Each column shall have base plate of reqd size with pre drilled four holes for fixing foundation bolts with nuts with predrilled holes of appropriate sizes. Foundation bolts shall be fixed in PCC 1:2:4 block of reqd size.

(b) Verandah Column. Verandah column shall be of rectangular hollow steel sections. Each column shall have base plate of reqd size with pre drilled four holes for fixing foundation bolts with nuts with predrilled holes of appropriate sizes. Foundation bolts shall be fixed in PCC 1:2:4 block of reqd size.

(c) Base Plate and Foundation Bolts.

(i) Base Plate. Base plate of size as specified with pre drilled four holes for Fixing nut/bolts at top and foundation bolts.

(ii) Foundation Bolts. Foundation bolts of specified size heavy duty black bolts with hexagon head and nuts with GI washer with each main column, and each verandah column with each truss.

9. **Building Hardware :-**

Unless otherwise specified hereinafter, the articles of builder's hardware shall be anodised [anodic film transparent] aluminium materials and all as specified. Thickness of anodising shall be 15 microns. Aluminium extruded sections shall be aluminium anodised white.

(a) Mild steel and aluminium fittings shall be fitted with cadmium plated steel screws. Size of the screws shall be as given in the IS specifications. All items of builder's hardware shall bear ISI mark on them and the samples shall be got approved before bulk procurement.

(b) Butt hinges shall be cold rolled, mild steel medium weight [with mild steel pin] and shall be of bright finish with smooth surface. They shall comply with IS – 1341.

10. Aldrop bolts shall conform to IS – 2681. Aldrop bolts shall be fixed with nuts and bolts and washer only.

INTERNAL ELECTRIFICATION

11. All the item should strictly comply with the provisions contained in the Indian Electricity Act and rules framed there under. The position of light fittings/ fixture etc will be as per IE rule & standard engineering practices. "Loop in" system of wiring shall invariably be followed through out the installation. Where it is absolutely necessary, junction boxes of approved make may be used. Soldered or taped joints are not permitted for jointing under any circumstances. Porcelain connector connected with metal parts of brass shall be used. Wiring shall be with PVC insulated multi-stranded copper conductor cable (un sheathed) in casing capping and conduit pipe as indicated in schedule of internal electrification. Wiring is to be terminated in wooden switch boards for mounting fittings like switches, sockets and regulators etc, Cable for lighting and power circuit shall run separately. PVC wire (colour code) of Red, Yellow, Blue for phases, and Black for neutral and green wire for earth shall be used.

12. **Material.** The material shall comply with the following clauses mentioned against:-

(a) **Miniature Circuit Breaker.** Miniature Air Circuit Breakers shall conform to IS-8828-1978 specification for miniature air circuit breakers for AC circuits for voltage not exceeding 1000 volts. Make of MCBs Anchor/Havells/L&T ISI marked.

(b) **Cables, Cords And Earthing Leads**

(i) Cables and cords shall be from fresh stocks and shall be of approved make. Earthing lead shall consist of insulated stranded conductor.

(ii) The light and fans may be wired on a common circuit. Such circuit shall not have more than a total eight point of light, fan and light socket outlet or a load of 800 watts, whichever is less.

(iii) The power circuit shall be designed with a maximum two outlets per circuit.

(iv) Wherever the load to be fed is more than 1 KW, it shall be controlled by an isolator switch or miniature circuit breaker.

(v) Make of cables Anchor/Finolex/Havells ISI marked.

(c) **Ceiling Rose.** Ceiling rose shall be surface type and shall comply with IS-371-1979. Ceiling roses should have three terminal plates and outside diameter not less than 63.5mm. Ceiling roses shall be provided with means for gripping flexible cord which shall not damage the insulation and/or sheath of the cord and shall be such that the load on the cords not transmitted to the terminals. Make of switches and sockets Anchor/Havells ISI marked.

(d) **Socket Outlets.** Socket outlets, surface or flush type 5 or 15 Amp, 250 volts shall be five pin shuttered/non shuttered or interlocking type as indicated and shall comply with the following Indian Standards :-

(i) IS-1293-1967 specification for 3 pin plugs and socket outlets.

(ii) IS-4615-1968 switch socket outlets (non interlocking type).

- (iii) IS-4160-1967 specification for inter locking switch socket outlets.
- (iv) Make of switches and sockets Anchor/Havells ISI marked.

(e) **Lamp Holder.** Lamp holder shall be metal cased type or insulated type as indicated and shall comply with IS-1258-1979 specification for bayonet lamp holders. Lamp holders shall be suitable for fixing in pendent or to bracket or angular as ordered. Make of switches and sockets Anchor/Havells ISI marked.

(f) **Switches/Socket.** Fittings for concealed wiring/surface wiring such as socket outlet, flush type switches and the like shall be of high grade bakelite and of ISI marked. All switches shall be placed in the live conductor of the circuit and no single pole switch or fuse shall be inserted in the earth or earthed neutral.

(g) **Ceiling Fans.**

(i) All ceiling fans shall be wired to ceiling roses or to special connector boxes and suspended from hook or shackles with insulators between hooks and suspension rods. There shall be no joints in the suspension rod.

(ii) Canopies on to top of suspension rod shall effectively hide the suspension.

(iii) The lead in wire shall be of nominal cross sectional area not less than 1.50 sqmm with copper conductor and shall be protected from abrasion.

(iv) Unless otherwise indicated, all ceiling fans shall be hung 2.60 meter above the floor.

(v) Make of ceiling fans BAJAJ/CROMPTON/KHAITAN/POLAR or approved sample.

(h) **Electrical Wiring & Fitments.** Electrical points for lights & fans, 5/15 Amps sockets, electronics types fan regulators, DB boxes shall be provided as per the table. In addition main distr switch board comprising of isolator, SP/DP MCBs shall be supplied. Elect items MCB/Switches/Socket/Cables/DBs) shall be of specified ISI marked.

(j) **Screw & Fastenings :** All the screw shall be of alloy aluminium or cadmium plated iron unless other wise conforming to IS-2412-1975.

(l) **Earthing:** Earthing with galvanized steel earth plate electrode 600mm x 600mm x 6.3mm thick, buried directly in ground (earth pit not less than 2.25m deep below ground level) with top edge of the plate not less than 1.5m below normal ground level connected to galvanized earth lead wire 4.0mm dia by means of bolts/nuts, check nuts and washes of GI all as shown in drawing connected to earthing test point including GI pipe welded with funnel and earth pit cover all as specified.

Part IV

TERMS AND CONDITIONS

1. **Contract document:** The contract supply is confidential and all documents must be strictly confined to the suppliers own use and for purpose of supply.
2. **Discrepancies:** If there are varying or conflicting provisions made in any documents forming part of the supply, Principal, APS Mathura, and Competent Engineer Authority, shall be the sole deciding authority with regard to the intention and his decision shall be final and binding.
3. **Deviation:** The suppliers shall not make **any** alteration, addition to or omission from the work as described in the documents and designed conditions offered and accepted by Competent Engineer Authority.
4. **Delivery period:**
 - (a) Stores will be delivered to APS Mathura at Mathura Mil Stn inclusive of packing, forwarding & freight paid by road transport.
 - (b) Supply will be completed within 60 days from the date of issue of supply order. Supply will be physically completed by due date and shall be received by Board of Officers or his representative at Mathura Mil Stn.
5. **Material:** All raw material used should be new and conforming to relevant Bureau of Indian Standard Specifications.
6. **Sample:** The vendor will first supply the samples of the building construction material and get it approved from the accepting Body. The material will be supplied only as per approved sample
7. **Identification and packing Instruction:** The stores will be securely packed without any additional cost to the Buyer and to avoid loss or damage during transit so as to reach the consignee, in perfect, serviceable and fit for use condition. The supplier shall be remain responsible for adequacy of package during transit. The packages shall be marked with the supply order and other necessary details for easy identification at the consignee's end.
8. **Accessories and Loose items:** All accessories and loose items of stores will be delivered in covered sealed package along with the stores.
9. **Acceptance of items:** Stores will be accepted on the approval of a board of Officers. In case stores ordered is not found conforming to specifications as elaborated in the Contract on receipt and at time of inspection, defective stores will be removed and replaced by stores of correct specification at suppliers cost.
10. **Inspection:** All stores will be inspected by a board of officers ordered by the consignee authority, i.e, Buyer. The board will satisfy itself regarding quality of stores. The stores should be provided as per Technical Specification. The board proceedings will be countersigned by Chairman ,APS Mathura.
11. **Delivery Schedule:** Dates of supply will be strictly followed. The supply will be completed in 60 days from the date of contract. However, regardless of dates stipulated above the Seller shall endeavor to deliver the Construction stores before these dates. Competent Engineer Authority reserves the right not to accept the suppliers after the stipulated delivery period.
12. **Transportation:** The stores will be delivered at the consignee's end as per delivery schedule. The firm will make its own arrangements to pay all taxes including transit insurance/octroi and other taxes as applicable, the cost thereof and will be responsible for defect free delivery of stores at destination. Labour charges for unloading the stores from your vehicles at consignee end will be borne by the Seller. Any damage to stores during transportation from factory to the site will be borne by the seller. Any packing materials (PM) needed to ensure safe transportation of stores and accessories from factory to site will be supplied by Seller.
13. **Litigation/Arbitration:** No litigation or arbitration under any circumstances, at any stage is acceptable. The decision of **competent engineer authority** is final binding in all matters.
14. **Warranty clause** Stores supplied will have a warranty against defective materials for 14 months from the date of completion of contract. During this period, if any of the material supplied are found defective, the same shall be replaced by the seller at the consignee's end free of cost, at the earliest but not later than two weeks from the date of receipt of such intimation, failing which it will be replaced

by the consignee, from other sources, at sellers risk and cost. The warranty will also include the following:-

- (a) All consumables and spares required for the maintenance/repair will be provided by seller free of cost.
 - (b) The representative should be available on call for attending any break down of any items in the shortest possible time. Cost of above stores to be borne by the seller.
15. **Bank Guarantee:** The seller will submit in this office Bank Guarantee (as per Annexure II of Ministry of Finance Banking Division letter dated 17 Nov 2005) for a sum of 5% of total cost of this contract, in **favour of Principal APS Mathura cantt** within 15 days after placing of contract for supply of stores, to cover a period of 14 Months (fourteen) months from the date of completion of 100% supply of stores. This will cover the warranty period also.
 16. **Payment:** No advance payment shall be made. Part payment may be made at the discretion of Chairman APS Mathura (after delivery of minimum 25% of Stores). No payment will be made for incomplete supply units. On completion of supply seller should submit bill in triplicate duly stamped and pre-receipted along with original contract of this office for arrangement of the payment. On supply of stores, The nominated representative of consignee will check and certify for the completeness, quantity and serviceability. In case the BGB is not submitted, 90% of the payment will only be made and 10% retained which will be released one month after completion of contract.
 17. **Penalty:** If the Seller fail to supply the stores as per the schedule, a penalty at the rate of 2% of the value of contract, per week or part thereof, will be imposed upto a maximum of 10%. If the supply of the stores by the stipulated date is expected to be delayed due to any cause beyond control of seller, he shall immediately on the happening of the event causing delay in the supply of stores give notice, in writing to competent engineer authority about the consideration of circumstances causing delay in the supply, may grant reasonable extension of time for delivery of stores. The decision of competent engineer authority in this regard would be final and binding on the seller.
 18. **Minor addition/deletion/changes:** Minor addition / deletion / Changes on at the time of commissioning will be done at the direction of competent engineer authority executing the work and will be carried out without any additional cost to the consignee authority.
 19. **Seller's Turn over:** The **average turn over** of the firm should be **minimum 3 crores annual**.

PART-V

SELLER'S PROFILE

1. Name of the Org/Company and Address
2. Year of establishment
3. Whether registered with Registrar of Companies / Firms. If so, mention number date and enclose copy of registration certificate
4. Name of Director / partner / proprietor
5. Name and address of Bankers
6. Turnover of the company (2017-18, 2018-19)
7. Whether registered for GST. Mention GST no.
8. Whether registered for IT. Mention PAN no.
9. Is the company a dealer / distributor ?
10. Certificate. Certified that the above information is true. We have no objections to enquiries being made about our credentials.

Place :

Signature

Date :

Name and designation seal of firm / company