

Terms and Conditions for Service Orders

S. No.	PICP T&C	Bidder Confirmation
1	Mobilization, De-mobilization and Temporary Site set up is under the scope of Contractor and included in the Price.	
2	<u>INSURANCES:</u> Insurances pertaining to Manpower, machinery and Materials, and Construction All Risk Policies are applicable as per the local compliances and laws of Republic of Congo, specific to the PICP is under contractor scope.	
3	<u>Safety & Compliance:</u> Contractor to confirm the adherence to our HSE & ESMP plan at no extra cost [HSE, ESMP document is attached]	
4	<u>CONSTRUCTION POWER AND WATER SCOPE:</u> The responsibility for providing water and power necessary for the construction work will be under the scope of Contractor	
5	<u>CONSTRUCTION EXECUTION DRAWINGS:</u> GFC drg will be prepared and provided by PICP	
6	<u>WORK SCHEDULE & COMPLETION:</u> Overall Completion Period -days s including mobilization Period The contractor to provide detailed baseline construction schedule matching with the overall completion Period.	
7	<u>RESOURCE DEPLOYMENT PLAN</u> Contractor shall provide the Manpower and Machinery deployment Plan complying to our work completion requirement	
8	<u>QUALITY MANAGEMENT SYSTEM:</u> Contractor to submit the Method statements, ITPs and Checklist for each activity of the Construction activities to the PMC for the approval Contractor responsibility for the testing of the construction materials testing and to provide the MTCs	
9	<u>PRICE BASIS:</u> Contract Price shall remain FIRM and FIXED till the contract completion Period and extensions thereof, no price variation is allowed	
10	<u>Mobilization Advance:</u> 10% on contract sum upon receipt of equivalent Advance Bank Guarantee and it shall be recovered on pro-rata basis from each Running Account Bills and shall be fully recovered by 80% of the work completion.	
11	<u>Retention:</u> 5% of the bill amount from each Running bill amounting to 5% of the Contract Value. The retention amount shall be released after the completion of Defect Liability Period	
12	<u>Payment of Running Account Bill:</u> Invoices will raised by the contractor after certification from the PMC/Client after necessary adjustments/deductions shall be made in 21 working days.	
13	<u>Liquidated Damages (LD):</u> 0.1% per day to the maximum of 10% of the contract value	
14	<u>Defects Liability Period (DLP):</u> 12 Months from the date issuance of Provisional Completion Certificate on Construction Completion by PICP.	

15	<u>Subcontracting:</u> Contractor shall not assign, transfer, or subcontract any portion of the services under this Service Order to any third party without the prior written consent of the Client.	
16	<u>Amendment:</u> This Contract may be amended, modified, or supplemented only by a written instrument signed by duly authorized representatives of both the Employer (Client) and the Contractor. No oral agreement, conversation, or correspondence shall be deemed to amend or modify any provision of this Contract unless and until it is confirmed in writing and signed by both parties.	
17	<u>Documents along with the offer</u> 1) RCCM 2) NIU 3) Articles of Association 4) Company Profile 5) List of Similar Works in last 5 years 6) Last 3-year Balance Sheet	
18	<u>Offer Validity:</u> 90 days from data of submission	

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