



## **CHAPTER-1**

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## CHAPTER – 1

### GENERAL OVERVIEW

#### **1.0 PREAMBLE**

#### **1.1 THE COMPANY (PROJECT OWNER)**

**1.2 M/S Assam Petro-Chemicals Limited** (hereinafter referred to as **APL** or **OWNER**), a Public sector Undertaking under the Govt. of Assam (India) was set up in the year **1976** with facilities for Production of **30 TPD** of Methanol and **50 TPD** of Formaldehyde Plant based on Natural gas, has its Head office and Factory site at Namrup, P.O. Parbatpur-786623 (Assam), India.

**1.3 APL**, after establishing itself as a successful company in Petro-chemical sector, expanded its business by setting up a new Methanol plant of **100 TPD** capacity based on **ICI** Technology in the year **1986** and a new Formaldehyde **PLANT** of capacity **100 TPD** with the Technology from Formol Y. Derivados Forestalles, Spain which has been revamped to **125 TPD** in the year **2012**.

**1.4 APL** has ever since been running with excellent operational and financial performances achieving capacity utilization from the plant at the level of **95** to **100%** on yearly basis and consistently earning profit. The company is **ISO-9001-2008** certified Company.

**1.5** The Company with a view to insulate itself from the unpredictable vagaries of wide fluctuations and volatility associated with the Methanol prices and to expand its business now intend to set up a new **500 TPD Methanol Plant** **alongwith** a Captive Power Plant at its existing works located at Parbatpur, Namrup (Assam) and a **200 TPD Formaldehyde PLANT** at Boitamary in **Western Assam**.

**1.6** This **Invitation to Bid (ITB)** pertains to setting-up of the said **200 TPD** Formaldehyde Plant (hereinafter referred to as **PLANT**) in **Western Assam only on LSTK basis**.

**1.7** APL is looking for a **200 TPD Formaldehyde PLANT** based on “Excess Methanol (Silver Catalyst) Process” / Excess Air (Metal Oxide Catalyst) Process” or any other energy efficient proven process with the latest technology.

#### **2.0 THE PROJECT**

**2.1** The proposed **Formaldehyde PLANT** would be located at Boitamari in the district of Bongaigoan at Western Assam.



- 2.2 Raw material feedstock **Methanol** conforming to **Federal Grade AA specification** for the proposed Formaldehyde **PLANT** shall be made available by **APL** through road transport to the Project site.
- 2.3 Power shall be made available at a supply voltage of **33 KV or 415V** at the plant battery, limit which will have to be hooked up to the power receiving and distribution network at Project site. Provision for DG sets for the operation of the plant as stand-by to Grid supply is required to take care of the emergency in case of outage of Grid supply.
- 2.4 The requirement of water for operation of the Plants as well as for the township will have to be drawn by drawing water from a nearby **River** which is at a distance of approximately 2 Km from the Project or from deep tube well.
- 2.5 Detailed specifications of the Raw material, Methanol and Formaldehyde, the product is given in Chapter No-2 in the clause 1.3 & 1.4 respectively.

## 2.6 **PROJECT SITE INFORMATION**

- **LOCATION**

- a) Village :
- b) District : Bongaigoan
- c) State : Assam
- d) Latitude : 27.° North
- e) Longitude : 95.° East
- f) Site Elevation : 62.6 m (205.4 ft) m above Sea Level
- g) The Project Site is situated in an Earthquake-prone region
- h) Zone : Zone- V
- i) Ambient Air Temperature : Maximum = 40 Degree C  
: Minimum = 4 Degree C

- **CONNECTIVITY**

- a) Nearest Railway Station : New Bongaigoan 21 Kms.
- b) Nearest Airport : 166 kms from Guwahati Airport

## 3.0 **INVITATION TO BID (ITB)**

Assam Petrochemicals limited invites e-bids in single stage two bid system from reputed technology supplier / process licensor having modern and proven energy efficient Formaldehyde process technology of capacity 200 TPD or above through e-tendering for manufacture of Formalin from Methanol with capacity of 200 TPD Formaldehyde plant on lump sum turnkey basis (LSTK) at Boitamari in the district of Bongaigoan, Assam. The



parties not having technology of their own can also participate if they have technology collaboration / tie-up agreement with a modern, proven and energy efficient formaldehyde process licensor/ technology supplier with a capacity of 200 TPD or above. The party intending to offer bid must have design, engineering, procurement, erection, pre-commissioning and commissioning capability of Plants of such magnitude to take up the job on LSTK basis.

### 3.1 IMPORTANT DATE & FEATURES

Sl. No.	Description	Remarks
a)	Date of issue of the press advertisement	29/11/2017
b)	Bidding Document along with Addendum / Time Extension etc. (if any) available on Websites (for viewing & downloading)	Assam Government procurement portal website <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> OR APL's website <a href="http://www.assampetrochemicals.co.in">www.assampetrochemicals.co.in</a>
c)	Bid Download and Submission made available for the Bidder on the above website for the period	30/11/2017 to 29/01/2018
d)	Last date of Receipt of Bidder's Queries for Pre-Bid Meeting	30/12/2017
e)	Pre-Bid meeting Date and Time	04/01/2018 11:00 hrs
f)	Pre-Bid Meeting Place	<b>Assam Petro-chemicals Limited</b> <b>4<sup>th</sup> Floor, Orion Place</b> <b>Bhangagarh, G.S. Road</b> <b>Guwahati – 781 007, Assam (India)</b>
g)	Last Date and time for submission of Online Bids (DUE DATE)	Up to <b>15:00 Hrs. (IST) on 29.01.2018, only at</b> Government of Assam Public Procurement Portal <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a>
h)	Online Opening of Unpriced Bid	31/01/2018 15:00 hrs
i)	Mode of Submission	Offer along with requisite documents must be uploaded on e-tender website <a href="https://assamtenders.gov.in/nicgep/app">https://assamtenders.gov.in/nicgep/app</a> using legally valid Class-II & above Digital Signature before deadline given and also submit copies of techno commercial documents (Including EMD / Bid bond in original) duly sealed, signed and bounded in three sets by post/ courier/ in person before the due date ( <b>all other documents excluding PRICE BID</b> ).
j)	Address for Submission of 3 sets of Original techno commercial documents including EMD.	Managing Director Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India) Tel - +91 374 2500217/331/518



k)	Online opening of Priced Bids of Techno-Commercially acceptable Bidders.	Date & time to be intimated later on to the qualified & acceptable Bidders.
l)	Contact Person with details for any clarifications	<b>Mr. A.C.Barman GM (Projects)/Somnath Naha, Manager (Project – Electrical)</b> Assam Petrochemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India) Email –barman.ac@ assampetrochemicals.co.in naha.s@assampetrochemicals.co.in
m)	Bid Validity	180 days from the DUE DATE or EXTENDED DUE DATE
n)	Tender Fee	Not applicable
o)	Earnest Money Deposit	Rs. 31,00,000.00 or USD 50,000.00 Refer Clause 3.10 for details on EMD

If dates identified as (\*) above happen to be a declared holiday/closed day in APL Namrup, then activity shall be conducted on next working day at 1500 Hrs (IST).

**3.1.1** Bidder can view/ download the complete Bidding Document from any one of the websites mentioned at Sl. No. **3.1 a)** above. However, bidders have to submit their bids only through Government of Assam e-tendering website <https://assamtenders.gov.in/nicgep/app> as mentioned at Sl. No. **3.1 g)** above.

**3.1.2 All revisions, amendments, time extensions, clarifications, etc. to the NIT/bidding document shall be uploaded in the websites only and shall not be published in Newspapers. Bidders should regularly visit the above website(s) to keep themselves updated and submit their Bids based on latest information.**

### **3.2 THE BID**

**3.2.1** The BID must contain the name and place of business of the person (s) submitting the BID and must be signed and stamped by the BIDDER (S) with his (their) usual signature (s) on each page (lower right portion) of the BID. Bidders are also required to submit signed copy of Master Index of the bid document as a token of receipt of completed tender document. The name (s) and designation(s) of the person (s) signing the BID should also be typed or printed below their signature (s). The unpriced technical and the priced bid should be attached as PDF files as per details given below:

**1. Cover No 1 (Technical/Qual/EMD)**

- File 1 : Scan copy of (Bid Fee + EMD) + Integrity Pact duly signed.  
File 2 : Technical + BQC



2. Cover No 2 (Priced Bid)

File 1 : Original Price Bid duly stamped and signed.

The Bidder shall submit duly filled, stamped and signed copy of proforma of letter of authority for attending pre-bid meeting 2 days in advance to scheduled Pre-Bid Meeting as mentioned in the Tender as per Format given as Annexure-14.

3.2.i **UNPRICED BID**

- a) Unpriced bid will contain a scheme for a 200 TPD Formaldehyde Plant based on energy efficient, modern and proven technology. References of Formaldehyde plant of capacity 200 TPD or above using the offered technology which is in operation for last two years must be given.
- b) Parties offering bid who do not have technology of their own must endorse a letter from technology supplier whose technology is going to be adopted certifying that they would offer the technology under agreement/technology collaboration.
- c) Detailed description of the process technology to be adopted along with equipments, machines and instrumentation.
- d) BID BOND of requisite value as given herein.
- e) Special features of the technology giving the relative merits with respect to other available contemporary technologies.
- f) Any other information on the characteristics of the process offered.
- g) Guaranteed Specific energy consumption.
- h) Guaranteed Raw Material Consumption.
- i) Guaranteed Product quality.
- j) Guaranteed Effluent Generation with discharge of effluent, if any, conforming to the norms.
- k) Specific Consumption of catalysts & chemicals.
- l) Guaranteed Utility consumption and Utility specifications and Summary.
- m) Process Flow Diagram.
- n) Material & energy balances.
- o) Equipment & Motor lists.
- p) Battery limits (Intake, utilities etc).
- q) General Arrangement Drawing for Formaldehyde Plant, and Utilities.
- r) Plot plan within battery limit for the main plant.
- s) Individual Plant turn down ratio.
- t) List of any Proprietary Items of the technology supplier if any covered under the technology supply agreement.
- u) Preliminary technical specification of Proprietary Items of technology supplier, if any.
- v) List of Catalyst Vendors in India and abroad.
- w) Estimated cost of Catalyst along with Life and specific consumption.
- x) Copy of Patent Certificate for Formaldehyde Plant.
- y) Copy of Company profile presentation.
- z) Technology License Period, if applicable.



The Un-priced bid will also comprise of the following documents:

- aa) A letter of bid & declaration certificate in the BIDDER's letter - head duly signed by authorized representative of the BIDDER. Refer annexure 17 & 18.
- bb) The BID DOCUMENT (along with drawing & other enclosures) duly signed and stamped on each page of BID DOCUMENT, by the authorized person(s) having POWER OF ATTORNEY / authorization with the seal of the Company/Organization in favour of the person signing the BID. All Amendments/revisions to BID DOCUMENT issued by APL subsequently, if any, must be signed and submitted along with the bid.
- cc) Exceptions / Deviations, if any, to the terms and conditions of BID DOCUMENT as per the enclosed Annexure
- dd) Details of similar WORK completed by the BIDDER during the last five years as per the attached Annexure and details of commercial proven-ness of technology intended for use, as per attached Annexure.
- ee) Details of the Concurrent commitments of the BIDDER as per the enclosed Annexure-8.
- ff) Existing organization set up of the bidder.
- gg) Proposed organogram for execution of the work along with the manpower deployment plan and with curriculum vitae of the key personnel indicated in the organization as per the format enclosed as Annexure.
- hh) Proposed milestone for the activities as mentioned in the payment terms (Chapter 2 clause 8) based on which the payment is desired by the bidder.
- ii) If the bidder takes the technology from other global / Indian technology supplier a letter from the technology supplier certifying that they would supply the technology to the bidder must be attached with the bid.
- jj) Copies of Balance sheet/Annual Reports of the BIDDER for the last three year along with income tax clearance certificate, Sales Tax clearance certificate.
- kk) Stamped and signed copy of the format for price schedule (without filling price part) as per enclosed Annexure.
- kk) Declaration as per Sec. 184/188 of Companies Act 2013(without mentioning CONTRACT price) as per the enclosed Annexure-5B
- ll) Check List showing all enclosures with the BID as per enclosed Annexure.
- mm) Acceptance of the payment terms and procedures as given under the relevant Clause No.8 of Chapter-2.
- nn) Copy of the partnership deed in case the Bidder is a Partnership firm and Memorandum / Articles of Association in case of Companies.
- oo) Tenderer's safety policy.
- pp) Tenderer's quality policy.

### 3.2. ii **PRICED BID**

The price part of the BID shall consist of the following duly signed & stamped by the authorized person.



- a) Format for price schedule Annexure as submitted in un-priced BID after filling lump sum CONTRACT price.
- b) Declaration as per Sec. 184/188 of Companies Act 2013 as per the enclosed Annexure.5A and after filling CONTRACT price.
- c) Where there is a difference between the price, in words and figures, the price quoted in words shall be taken as correct and final.
- d) It shall be the duty of the CONTRACTOR to duly observe and perform in accordance with all laws, rules, regulations, orders and formalities applicable to Excise Duty, GST, Customs Duty, Countervailing Duty etc. on the import, manufacture, sale and/or supply of any material / Service to APL and performance of the works under the Contract. The supplier/contractor shall keep APL indemnified from and against any and all claims, demands, prosecutions, actions, proceedings, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.
- e) A Counter trade proposals shall not be considered in the evaluation of Bids or otherwise.
- f) The prices quoted by the bidder shall remain firm and fixed and shall be valid until completion of the Contract and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the Contract documents

### **3.3 BID BOND**

BID shall be accompanied by a BID BOND of Rs. 31,00,000 ( Indian Rupees thirty one only) or US\$ 50,000 (U.S. Dollars Fifty thousand only) which shall be made as a Bank Guarantee/Crossed Demand Draft payable to Assam Petrochemicals Limited at the State Bank of India, Panbazar Branch. Guwahati - 781001. BIDS not accompanied by such BID BOND shall not be considered. The BID BOND will not bear any interest and the deposits of the unsuccessful BIDDERS shall be refunded /returned soon after an effective CONTRACT is entered into by OWNER with the successful BIDDER. If for any reason, whatsoever, a BIDDER withdraws his BID at any time during its validity period or if the selected BIDDER refuses to enter into an agreement and /or to furnish a SECURITY DEPOSIT for faithful performance of the agreement entered into, within the time stipulated, the BIDDER would be deemed to have abandoned the BID and the deposit by him will be forfeited and the amount under the BG/Demand draft will be encashed by APL. Pro-forma of Bid bond in form of Bank Guarantee is as per Annexure 1.

### **3.4 BIDDERS QUALIFICATION CRITERIA**

#### **• TECHNICAL**

1. The Process technology supplier must have supplied technology for at least one Formaldehyde plant of capacity 200 TPD or above and plant should have been in commercial operation continuously at least for the last two years.





2. Parties offering bid who do not have technology of their own in addition to the letter / undertaking from the technology provider must submit documents proving that they have executed LSTK contract for setting up of Formaldehyde plant of capacity 200 TPD or above using the offered technology and which is in operation for the last two years.
3. Bidders submitting their bids should not be under liquidation court receivership or similar proceedings. A undertaking duly sealed and signed from Proprietor / Partner / CEO/ Director of the company is required to be submitted. The bidder should not have been black listed or kept under holiday list in any Public Sector Undertakings in India.
4. There shall not be any case or charge under investigation / enquiry / trial against the bidder, nor convicted in a court of Law nor suspended / black listed by any organization on any grounds.
5. Bidders to provide complete details as desired in ITB. Bids with incomplete information/data are liable to be rejected.
6. The BID DOCUMENT (along with drawing & other enclosures) duly signed and stamped on each page of BID DOCUMENT, by the authorized person(s) having POWER OF ATTORNEY / authorization with the seal of the Company/Organization in favour of the person signing the BID. All Amendments/revisions to BID DOCUMENT issued by APL subsequently, if any, must be signed and submitted along with the bid.

### **FINANCIAL**

1. Average yearly annual financial turnover during the last 3 years, ending 31<sup>st</sup> March, of the previous financial year, should be at least 30% of the quoted / estimated cost for similar job.
2. The bidder shall have earned a net positive profit for the last three consecutive years
3. The financial net worth of the bidder as per latest audited annual report shall be positive.
4. Bidders shall have experience in last five years of having successfully carried out and completed similar work during calculated from the month previous to the one in which applications are invited, which experience should be any one of the following:
  - a) Three similar completed works, each costing not less than amount or equal to 40% of the estimated cost
  - b) Two similar Completed Works, each costing not less than the amount or equal to 50% of the estimated cost
  - c) One similar completed work costing not less than the amount or equal to 80% of the estimated cost.

**APL reserve the right to reject any bid, if necessary data, information are not furnished and also in APL opinion, the said bidder cannot execute the job satisfactory without assigning any reason thereof to the bidders.**

### **3.5 CLARIFICATIONS ON ITB**

The BIDDER is required to examine the BID DOCUMENT, and fully acquaint himself as to all conditions and matters which may affect the WORK, time and cost thereof. In case the



BIDDER is in need of any clarifications on the BID DOCUMENT, he should request, in writing, for the same to APL as per enclosed Annexure. BIDDER'S request for interpretation /clarification shall reach APL on or before the last date for the receipt of the queries as given in ITB. Any query/clarification shall be submitted in duplicate. Only Written queries will be considered and will be clarified. Verbal clarification and information given by APL or its employees or its representatives shall not in any way be binding.

### **3.6 AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the deadline for submission of bids as well as up to priced bid opening, APL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents. The modifications/amendment will be notified in writing or by fax to all prospective bidders who have been issued the Bidding documents, and shall be part of the Bidding documents and shall be binding on all bidders. The Bidders will be required to acknowledge receipt of any such amendment to the Bidding documents. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum. Bidders shall examine the Bidding documents thoroughly and inform APL of any apparent conflict, discrepancy or error, so that APL may issue appropriate clarification(s) or amendment(s), if required.

### **3.7 VISIT TO FACILITIES**

It is desirable that the BIDDERS visit the APL site at Western Assam to familiarize themselves with the FACILITIES. BIDDER shall inform the OWNER in advance for site visit. All cost of traveling, Stay at site, Local travel will have to be borne by the BIDDER.

### **3.8 EXCEPTIONS / DEVIATIONS**

BIDDERS are required to submit their BID based on the terms and conditions and scope of WORK contained in the BID DOCUMENT. However, any BIDDER who takes exception / deviation to the BID conditions should indicate the same in the pro forma for exception /deviation given as Annexure -6 Exceptions/deviations taken elsewhere shall not be given any cognizance.

### **3.9 THE BID PRICE**

The lump sum price to be quoted by the BIDDER for the respective scope of WORK shall include and cover all costs of all items of WORK, equipment, machineries etc. including any and all levies, taxes, duties (except GST), insurance and all miscellaneous & related expenses of carrying out the scope of WORK as stipulated in the BID DOCUMENT within and outside India. The quoted lump sum price shall include and cover the costs of all royalties and fees for all articles, and processes, protected by letters, patent or otherwise



incorporated in or used in connection with the WORK.CONTRACT PRICE is inclusive of cost of all travel, accommodation, living cost and all other expenses of management and personnel of CONTRACTOR, SUB-CONTRACTOR, VENDOR and their agents for travelling to and from plant SITE and other places / countries as may be necessary for the proper performance of CONTRACTOR'S responsibilities under CONTRACT and shall also include all costs and expenses incurred in attending such meetings in connection with CONTRACT as OWNER may reasonably require.

### **3.10 EARNEST MONEY DEPOSIT (EMD)**

1. The Bidder shall furnish Earnest Money Deposit (EMD) for an amount of Rs. 31,00,000/- (Rupees Thirty One Lakhs) only or U.S.Dollar 50,000/- (USD fifty thousand) only as Demand Draft/Banker Cheque / irrevocable BG from any nationalized Bank / schedule commercial bank or Indian branch of an International Bank acceptable to Owner in favor of ASSAM PETROCHEMICALS LIMITED payable at State Bank of India, Panbazar Branch. Guwahati - 781001. Scan copy of EMD document (DD/BC/BG) to be attached along with unpriced Technical Bid and the hard copy of the same has to reach before the date of opening of unpriced Technical Bid.
2. The EMD of the successful bidder will be released on submission of Security Deposit for required amount in stipulated time. The EMD will be forfeited by the company in case the successful bidder fails to execute the job.
3. The EMD of the unsuccessful bidders shall be refunded after issue of Work Order to the successful bidder & its acceptance.
4. EMD shall not bear any interest.

### **3.11 BIDDERS WHO CAN BID**

1. Parties who are affiliates of one another can decide which affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to the consortium shall apply to them including the qualification criteria mentioned above.
  - a. "Affiliate" of a party shall mean any company or legal entity which:
    - i. Controls either directly or indirectly a party, or
    - ii. Which is controlled directly or indirectly by a party, or
  - iii. Is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a party. "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.
  - b. Bid may be submitted by:
    - i. A single person / entity /firm or company (called sole bidder)
    - ii. A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business.



- iii. A consortium (including an unincorporated JV) having a maximum of 3 (three) members;
- iv. An Indian arm of a foreign company.
- c. Fulfillment of pre-qualification Criteria and certain additional conditions in respect of each of above 4 types of bidders stated below, respectively:
  - i. The sole Bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each pre-qualification criterion.
  - ii. In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member / promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member / promoter fulfils each eligibility criteria, then this member / promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter / guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the member / promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, and undertaking not to withdraw from the JV till completion of the work, etc.
- iii. In case the bidder(s) is / are a consortium (including an unincorporated JV), then the following conditions shall apply:
  - a) Each member in a consortium may only be a legal entity and not an individual person;
  - b) The bid shall specifically identify and describe each member of the consortium;
  - c) The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
  - d) One participant member of the consortium shall be identified as the “prime member” and contracting entity for the consortium; this prime member shall be solely responsible for all aspects of the bid / proposal including the execution of all tasks and performance of all consortium obligations;
  - e) The prime member shall fulfill each eligibility criteria;
  - f) A commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the bid and the member’s commitment to perform all relevant tasks and obligations in support of the prime / lead member of the consortium and a commitment not to withdraw from the consortium till completion of all ENQUIRY obligations;
  - g) No change shall be permitted in the number, nature or share holding pattern of the consortium members after pre-qualification, without the prior written permission of the owner.
  - h) No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
  - i) No consortium member shall hold less than 25% stake in a consortium;



- j) Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
- k) Any person or entity can bid either singly or as a member or only one consortium.
- iv. In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, the foreign bidder shall have to fulfill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of equipment, machinery, material or plant or completion of the work in all respects and as per the warranties / guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter / guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the works, etc.

#### **4.0 BIDDING PROCEDURE AND METHODOLOGY**

##### **4.1 BID OPENING**

Unpriced part of the e- BIDs will be opened at specified date and time of opening. The participating bidders may view the opening of tender remotely on-line. However, if desired the authorized representative of the bidders may be present at the time and the date as mentioned. In case of any holiday falling on the date fixed for opening of Unpriced BID, the next working day will be treated as scheduled prescribed date for the opening of Unpriced BID, the time notified remaining the same.

##### **4.2 BID VALIDITY**

Bids shall remain valid for a period 180 days from the date of opening of the bids. Notwithstanding the above, APL may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (by fax/ email). A bidder accepting the request for extension shall not be permitted to modify his bid because of the extension, unless specifically invited to do so.

##### **4.3 SECURITY DEPOSIT**

Within fifteen (15) days of the Effective Date, the Contractor shall furnish to Owner, the irrevocable Contract Performance Bank Guarantee from any Indian Nationalized / Scheduled Bank / Indian branch of an International Bank acceptable to Owner for an amount



equivalent to 10% (ten percent) of the awarded Contract Price in types and proportions of currencies in which the Contract Price is payable in accordance with the Contract. The Contractor shall procure the Contract Performance Bank Guarantee in the form set out in Annexure 2 (Form of Contract Performance Bank Guarantee). The Contractor shall maintain the Contract Performance Bank Guarantee at its own expense, and shall ensure it shall remain valid for a period of not less than 3 (three) months after the expiry of the Extended Defect Liability Period. The Contract Performance Bank Guarantee shall be extended by such period as Owner may require if the Completion is delayed beyond the Time for Completion and/or the Final Completion is delayed beyond the scheduled date of Final Completion and any extension thereof as per directions of the Engineer-in-Charge. In the event that the Contract Price is increased during the Contract Validity Period for any reason whatsoever, the value of the Contract Performance Bank Guarantee shall be increased proportionately by the Contractor within 7 (seven) Business Days to ensure that it remains an amount which is equivalent to 10% (ten percent) of the revised Contract Price, as determined by the Engineer-in-Charge.

#### **4.4 CONTRACT SIGNING**

The successful BIDDER shall be required to execute a CONTRACT as per proforma attached to this BID DOCUMENT given as Annexure -11 within 30 (thirty) calendar days of the issue of LETTER OF INTENT. In the event of failure on the part of successful BIDDER to sign the CONTRACT within the stipulated period, the security deposit furnished by him will be forfeited and the acceptance of BID shall be considered as cancelled. Two numbers of CONTRACT documents shall be signed in original.

#### **4.5 CANVASSING**

Any form of canvassing is prohibited and the BIDDER found involved in canvassing shall be disqualified.

#### **4.6 CURRENCY OF PRICE QUOTATION IN THE BID**

All price quotations contained in the bid shall be in **Indian Rupees** or **U.S. Dollars**. Conversion of US Dollar to INR shall be done based on TT selling rate of SBI as on the date of opening of price bid.

#### **4.7 FIRMNESS PRICES**

The prices quoted in the bids shall be all **inclusive lump sum** and **firm** for each itemized category and remain valid for the period of validity confirmed by the bidder in the bid and subsequently in the CONTRACT to be entered in to. **No escalation** whatsoever shall be **applicable**.



#### **4.8 CORRECTION OF ARITHMETICAL OR OTHER ERRORS**

Where errors have occurred in the bid, the **OWNER** reserves the right to make any adjustments to the bid to correct the errors, such that, the correction will be to the benefit of the **OWNER**. Any adjustments, corrections, clarifications or amendments made by the **OWNER** to the bid shall be notified to the bidder for his agreement prior to award of the **CONTRACT**.

#### **4.9 LANGUAGE OF DOCUMENTATION & COMMUNICATION**

The bid and all accompanied documents shall be in the **English language**. All techno-commercial clarifications and correspondence by and between the **OWNER** and the Bidder shall also be carried out in the English language.

#### **4.10 LOCAL CONDITIONS**

It will be imperative on **BIDDERS** to acquaint themselves of all local conditions and factors which may affect the execution of **WORK** covered under the **BID DOCUMENT**. In their own interest, the **BIDDERS** are requested to familiarize themselves with the latest Indian Income Tax Act, Indian Companies Act, Indian Customs Act and other related Acts and laws and regulations of India with their latest amendments and any statutory requirements as applicable. **OWNER** shall not entertain any request for clarifications from the **BIDDERS** regarding such local conditions. It may be understood and agreed that such factors have properly been investigated and considered while submitting the **BID**. No claim for financial or any other adjustment to **CONTRACT** price and time schedule of completion on account of lack of clarity of such factors shall be entertained.

#### **5.0 OWNER'S RIGHT TO REJECT & COSTS INCURRED BY BIDDERS**

The **OWNER (APL)** reserves the **right to accept or reject any bid** in full or in part **without assigning any reasons** thereof whatsoever. Also the **OWNER** is under no obligation to accept the lowest or any bid. The **OWNER** will not be responsible for any costs or expense incurred by the bidder in connection with his bid (tender), any site visits, obtaining of any insurance etc. Bidder will have no recourse for any redress, if the **OWNER** for reasons whatsoever, awards the contract to a bidder other than the lowest bidder. No claim by the bidder whatsoever for any costs incurred by him during preparation and submission of the bid, even if the **OWNER** did not award the **CONTRACT** to any of the bidders for any reason, shall be entertained.

Bidders/Agencies shall ensure submission of complete information / documents in the first instance itself. **APL** reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not



in compliance with Bidding Document or with incomplete information / documents are liable for rejection.

Prompt reply to techno-commercial if any queries are expected from the bidders. Any inordinate delay in replying to the queries or vague replies shall not be entertained. Failing which APL reserves the right to cancel the Bids.

### **5.1 BID REJECTION CRITERIA**

Prior to detailed bid evaluation, CLIENT will determine the substantial responsiveness of each bid with respect to the bidding documents. A substantially responsive bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the bidding documents, the CLIENT's rights or the bidder's obligations as envisaged in the bidding documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by CLIENT.

The bidders shall adhere to the following provisions of the Bidding Document without taking any deviations, failing which the Bid shall be considered to be non-responsive and may be rejected.

- (a) Non-responsive bid as mentioned.
- (b) Non Meeting Pre-Qualification criteria
- (c) Bids with Price variation clause (PVC)
- (d) Non-Submission of EMD.
- (e) Non-Submission of Integrity Pact along with the un-priced offer / on or before the bid due date & time as instructed in this Enquiry
- (f) Submission of prices with erasures or corrections or using white fluids.
- (g) Submission of Prices / rates in SOQ / SOR in un-priced bid.
- (h) Rejection note as mentioned under various clauses of this ENQUIRY document.
- (i) Late receipt of bid.
- (j) Experience of execution / setting up of own plant will not be considered.
- (k) Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

### **5.2 CONFIDENTIALITY OF DOCUMENTS**

Bidders shall treat the bidding documents and contents therein as strictly confidential. If at any time, during the bid preparation period, Bidder decides to decline to bid; all documents must be immediately returned to CLIENT.





### 5.3 OPENING OF PRICE BID

The date and time of opening of price bid shall intimated to Techno-commercially qualified bidder only. Price Bid will be opened at specified date and time of opening. The participating bidders may view the opening of same remotely on-line. However, if desired the authorized representative of the bidders may be present at the time and the date as mentioned. In case of any holiday falling on the date fixed for opening of priced BID, the next working day will be treated as scheduled prescribed date for the opening of priced BID, the time notified remaining the same.

*Note: Decision of owner w.r.t the techno-commercial qualification of the bidder shall be final and binding.*

### 5.4 BID EVALUATION CRITERIA

The evaluation of the bids (both technical and price) shall be carried out by the owner or its appointed agency as per the following criteria.

- **QUALITY**

- a) Financial Capability of bidder.
- b) CONTRACTOR'S relevant experience for the assignment.
- c) CONTRACTOR'S existing organizational structure.
- d) CONTRACTOR'S proposed organogram for the assignment covering design and engineering, erection supervision, commissioning and guarantee run.
- e) Qualification and experience of key personnel who will be assigned for the job. (As given in Annexure). In case the personnel cannot be assigned for this job, persons with same length of experience in similar job shall be assigned.
- f) Implementation plan for the assigned job.
- g) Proven-ness of technology proposed and comparative merits of the Technology offered in respect to specific energy consumption, cost of catalyst replacement , on-stream days per year, consumption of raw material.
- h) Reputation of the CONTRACTOR internationally and as a stable organization.
- i) CONTRACTOR's detailed engineering capability.
- j) Conformity to the instruction to bidder. Filling all the Annexures as given in this ITB.
- k) References related to offer of technology, design and engineering for similar projects (preferably in India).
- l) Ease of interaction between CONTRACTOR and OWNER.
- m) Completeness of services offered and deviations taken.
- n) Flexibility of operation, minimum proprietary items.
- o) Time schedule for BASIC ENGINEERING, DETAILED ENGINEERING, MECHANICAL COMPLETION, COMMISSIONING AND GUARANTEE RUN.
- p) Maximum commercial obligation including total performance guarantee, penalty, Liquidity damage
- q) Time schedule and completeness of supply of proprietary items.



- **COST**

- a) Total fees for the assignment as defined in ITB including all reimbursable costs.
- b) Impact on account of additional time required for COMMISSIONING the various schemes.
- c) Impact on account of improvements on the minimum plant capacity and specific Energy consumption specified for a period of 15 years after acceptance.
- d) Investment cost and the quality of the estimate submitted.
- e) Total Energy consumption, Consumption of utilities, Raw material consumption per ton of Formaldehyde.
- f) Payment terms.
- g) Loading to cost on deviations etc.

## **5.5 DEFINITIONS**

Following words and expressions given in alphabetical order, shall have the meanings hereby assigned to them except where the context otherwise require:

- 5.5.01** ACCEPTANCE CERTIFICATE (PROVISIONAL) shall mean the certificate issued by OWNER on successful completion of the performance guarantees. ACCEPTANCE CERTIFICATE shall mean the certificate issued by OWNER on satisfactory fulfillment of guarantees for design, engineering and equipment and liabilities.
- 5.5.02** ACTS & CODES shall mean the applicable Codes & Regulations listed in Annexure including the latest amendments, and /or replacements thereof. Other internationally approved standards and/or Codes/Rules and Regulations related to the subject matter of the CONTRACT.
- 5.5.03** ANNEXURE shall mean Annexure attached to this BID DOCUMENT/ CONTRACT and forming integral part of this BID DOCUMENT/CONTRACT.
- 5.5.04** APPROVED shall mean approved in writing including subsequent written confirmation of previous verbal approvals.
- 5.5.05** AS-BUILT shall mean as constructed after incorporating any changes found necessary during erection/commissioning.
- 5.5.06** BASIC ENGINEERING shall mean development of basic engineering information/data/details as required for carrying out the DETAILED ENGINEERING.
- 5.5.07** BATTERY LIMITS (B/L) shall mean the boundaries containing the FACILITIES.
- 5.5.08** BID shall mean the proposal along with supporting documents submitted by the BIDDER for consideration by OWNER.



- 5.5.09** BID BOND shall mean a deposit for a value indicated in this BID DOCUMENT required from the BIDDER at the time of bidding as a surety of earnestness on the part of the BIDDER in taking up the work.
- 5.5.10** BID DOCUMENT(s) shall mean the documents issued by OWNER to prospective BIDDER, containing various Terms and Conditions, Standards, Technical requirements, drawings, maps & sketches and formats for the BIDDERS to prepare their BID. The BID DOCUMENTS shall include inter-alia the Invitation, Instruction to BIDDERS, drawings, Time Schedule, Proforma, formats and any and all addenda/corrigenda issued by OWNER.
- 5.5.11** BIDDER shall mean the firm or organization submitting a BID in response to the advertisement.
- 5.5.12** COMMISSIONING shall mean pressing into service the FACILITIES and establishing continuous production of Formaldehyde.
- 5.5.13** COMPLETION CERTIFICATE shall mean the certificate to be issued by the OWNER when the MECHANICAL COMPLETION of the WORK has been achieved to his satisfaction in accordance with the CONTRACT.
- 5.5.14** CONTRACTOR shall mean the person(s) , firm or company or corporation, or consortia of firms/companies/corporations , whose BID has been accepted by OWNER and includes the CONTRACTOR'S legal representatives, his successors and permitted assignees.
- 5.5.15** CONSTRUCTION shall mean to include all responsibilities and activities for the construction of the facilities and also include the dismantling of any EQUIPMENT/PLANT HARDWARE from the FACILITY as required and removing such material to any place on SITE as required by OWNER.
- 5.5.16** CONTRACT shall mean the contract between OWNER and the CONTRACTOR, dully signed by the parties to the contract through their authorized representatives, for the execution of the WORK included in the BID DOCUMENTS, LETTER OF INTENT (LOI), agreed variations to the BID DOCUMENTS, if any etc. enclosed in the form of a statement with reference to various clauses of BID DOCUMENTS or shall include the specifications, schedules or rates/prices and other relevant documents as required out of the BID submitted by CONTRACTOR and as accepted by OWNER.
- 5.5.17** CONTRACTOR shall mean any person, partnership firm, company with whom a CONTRACT is entered into by the CONTRACTOR on behalf of OWNER for CONSTRUCTION/INSTALLATION services for the WORK.
- 5.3.18** DATE OF ACCEPTANCE shall mean the date on which OWNER issues the ACCEPTANCE CERTIFICATE to the CONTRACTOR.



- 5.5.19** DAY means a continuous period of 24 hours.
- 5.5.20** DETAILED ENGINEERING shall mean to include all engineering activities required to generate engineering documentation good for PROCUREMENT and CONSTRUCTION activities, which shall include material take-off, specifications, drawings, details for civil and structural works, static equipment, machinery, piping, electrics, instrumentation, insulation and painting.
- 5.5.21** EFFECTIVE DATE OF CONTRACT shall mean the date on which the contract shall become effective. Contract shall become effective when Contract has been signed in duplicate by duly authorized representatives of OWNER & CONSULTANT and duly executed copy has been supplied to each party.
- 5.5.22** ENGINEERING –IN-CHARGE (EIC) shall mean the person(s) nominated from time to time by OWNER and shall include those who are expressly authorized by OWNER to act for and on its behalf for operation of this CONTRACT.
- 5.5.23** EQUIPMENT/PLANT HARDWARE means any equipment, machinery, piping, electrical, instruments, accessories and materials necessary for safe, effective and efficient operation of the FACILITIES.
- 5.5.24** EXPATRIATES/EXPERTS shall mean technical personnel and engineers having requisite qualifications, experience and expert knowledge of the work assigned and deputed by CONTRACTOR under the CONTRACT.
- 5.5.25** GUARANTEE PERIOD shall mean 36 months period from the date of issue of COMPELETION CERTIFICATE or one year period after issue of ACCEPTANCE CERTIFICATE (PROVISIONAL), whichever is earlier.
- 5.5.26** APL shall mean Assam Petrochemicals Limited, a company registered under Companies Act having its registered office at 4th floor, Orion Place, G.S Road, Bhangagorh, Guwahati, PIN-781005. Assam .INDIA
- 5.5.27** Bid document shall mean and include this document inviting BID for taking up the Consultancy service for Basic design and engineering including detail engineering and assistance for procurement erection and commissioning.
- 5.5.28** LETTER OF INTENT (LOI) shall mean an official intimation by OWNER through Telex/Fax/Telegram/Letter to the successful BIDDER that his BID has been accepted in accordance with the provisions contained therein.
- 5.5.29** PERDIEM means a continuous period of 8 hours on any DAY.



**5.5.30** MANHOUR means a continuous period of one hour on any DAY.

**5.5.31** MECHANICAL COMPLETION means the time when all the physical construction of the plant has been completed, all pre-commissioning operations and testes, in accordance with a mutually agreed detailed procedure have been satisfactorily completed and the FACILITY is ready to receive feed. Some brief description of MECHANICAL COMPLETION :

- (1) MECHANICAL COMPLETION in respect of the EQUIPMENTS under the scope of the CONTRACT shall include completion of all required activities of mechanical erection and pre-commissioning including but not limited to the following activities :
  - (i) **MECHANICAL ERECTION**
    - (a) EQUIPMENT are installed in accordance with the drawing, specifications and erection Contracts, including any approved changes thereto and in accordance with all applicable codes laws.
    - (b) All coded pressure equipment is hydrostatically or pneumatically tested once either in the supplier's shop or in the field in accordance with applicable codes or purchase specification.
    - (c) Blower, pumps, Motors, machinery and all drives are cold aligned. Couplings are assembled and guards installed.
    - (d) Instruments are installed, inspected and such non-operating checks are made as to assure operability in the manner required for the process application. Instrument air lines are checked for correct hook-up. Air lines are leak-tested.
    - (e) Relief valves and vacuum breakers are installed. Prior to this, they will have been checked by the supplier in the supplier's shop and rechecked at SITE.
    - (f) Piping is hydrostatically or pneumatically tested in accordance with the specifications. Special treatment, such as chemical cleaning is done as required by the drawing or specifications. Suction screens are installed. Test blinds are checked for removal of all shipping and erection stoops and for correctness of cold settings.
    - (g) All electrical system is installed, integrated and tested in accordance with and to the extent required by the electrical specifications. All wiring is checked for correct hook –up. Motor rotation is checked. All power system protective devices are set.
    - (h) Painting is completed.
    - (i) Temporary construction facilities are removed. All dismantled materials are removed from site.



(ii) **PRE-COMMISSIONING**

Following list of typical jobs are required to be completed after MECHANICAL ERECTION for pre-commissioning.

- (a) Flushing, greasing, packing and lubricating of all pumps, other machinery and their drives.
- (b) All machinery and drives are run –in, hot –checked for alignment and doweled. Necessary adjustments are made as result of running–in, including resetting turbine over speed trips.
- (c) Control valves are installed. Instruments, analyzers, controls, interlocks, alarms and related items are commissioned, including operating checks, provision and instalment of seal fluids as required, checking and adjusting settings, standardizing and calibration and proof tests.
- (d) Electrical relays and trips are commissioned, simulated and tested.
- (e) All Electrical measuring instruments are to be commissioned, calibrated and tested.
- (f) Valves are lubricated, packed or replaced, adjusted or otherwise serviced.
- (g) Temporary strainers are removed, cleaned and reinstalled.
- (h) Slip blinds required in preliminary circulation and star –up lines are installed/removed.
- (i) Equipment and lines are flushed, purged, blown and dried as required for cleanliness, safety and process considerations. All flanges are boxed up with proper gaskets.
- (j) Fires are lit, burners and dampers adjusted, refractories cured or dried, boiler and waste heat steam system boiled out and lines warned or chilled.
- (k) Final adjustments are made to pipe and furnace tube supports and hangers.
- (l) All fire protection and safety facilities are commissioned and put into operation and all safety provisions initiated, including practices, procedures, permits and other precautionary measures needed to ensure the safety of personal and property.
- (m) As soon as Mechanical completion has been achieved, contractor shall present Equipment for inspection and on being satisfied about its completion, owner shall issue a certificate to contractor within 7 days indicating the date of Mechanical completion.

**5.5.32** MONTH means continuous period of 30 days commencing from and inclusive of a particular day in a calendar month.



- 5.5.33** OFFSITE /UTILITY UNITS shall mean all utility systems and facilities required for the Project.
- 5.5.34** OWNER shall mean APL through its designated representatives.
- 5.5.35** PARTIES shall mean APL and CONTRACTOR.
- 5.5.36** PERMANENT WORKS shall mean and include all the systems items, equipment, services, activities and SITE installations for civil foundations, roads, buildings, super-structures, pipe racks, underground / above ground piping, all electrical and instrumentation, insulation, painting, fireproofing, etc. or a part thereof as the case may be, to be provided/done /executed /performed for creating the facility for production of 200 TPD Formaldehyde.
- 5.5.37** PROCUREMENT shall mean to include all responsibilities and activities for preparation of procurement specification, making enquiries , receiving bids, bid evaluation, making technical recommendation, placement of purchase order, study and approval of VENDOR drawings on behalf of OWNER , and inspection and expediting, customs clearance, inland transportation, receipt and storage of EQUIPMENT and materials at SITE.
- 5.5.38** PROJECT shall mean setting up of the 200 TPD Formalin Plant with all required auxiliaries and offsite facilities.
- 5.5.39** SITE shall mean the location on which various activities/ facilities under this CONTRACT are to be carried out/ provided.
- 5.5.40** STARTUP shall mean the action by which the feed stock is brought to the system/sub-system or the FACILITIES for the purpose of COMMISSIONING.
- 5.5.41** SUB-CONTRACTOR shall mean any person or firm or company, other than the CONTRACTOR, to whom any one or more of the services are entrusted by the CONTRACTOR within scope of the CONTRACT with prior written consent or OWNER.
- 5.5.42** TECHNICAL DOCUMENTATION shall mean such data, plans, specifications, flow sheets, drawings and similar technical document, to be supplied by CONTRACTOR under the CONTRACT and shall include technical documentation as mentioned elsewhere.
- 5.5.43** VENDOR shall mean any person, company, firm or body engaged by OWNER OR BY CONTRACTOR FOR SUPPLY OF EQUIPMENT, MATERIAL FROM India and/or abroad.
- 5.5.44** WARANTEE PERIOD shall mean the period during which the CONTRACTOR stands responsible for rectifying all defects free of cost that may appear in the WORK executed by



CONTRACTOR in pursuance of the CONTRACT and for providing guarantees and warranties for the PERMANENT WORKS which have been executed in accordance with the WORK carried out under the CONTRACT. WARANTEE PERIOD shall remain in force upto thirty six (36) months after issue of COMPLETION CERTIFICATE or upto one year after issue of ACCEPTANCE CERTIFICATE (PROVISIONAL) whichever is earlier.

- 5.5.45** WEEK shall mean continuous period of seven days commencing from and inclusive of a particular day.
- 5.5.46** WORK shall mean and include all activities as given under the scope of WORK to be executed, all items and things to be provided / done and services and activities to be performed by the CONTRACTOR in accordance with the CONTRACT.