

**ASSAM PETRO-CHEMICALS LIMITED**  
**(A Govt. of Assam Undertaking)**  
Namrup, P.O. Parbatpur-786623, (Assam)  
*"An ISO 9001:2008 Certified Company"*  
Email : assampetrochemicals@yahoo.in Tel : +91-374-2500331/518  
PAN: AABCA6913A TAN NO. SHLA00850D CIN : U24116AS1971SGC001339  
PROVISIONAL GST ID NO : 18AABCA6913A1Z6

**ASSAM PETRO-CHEMICALS LIMITED  
NAMRUP**

**TENDER DOCUMENT: VOL: 1**

**TECHNICAL BID**

**NAME OF WORK:**

**Construction / Repairing of roads in APL Factory premises.**

**Estimated Cost: Rs. 19,03,219.00**  
**Earnest Money (EMD) : Rs. 38,000.00**

**TENDER TIME SCHEDULE**

Sl.No.	Stage	Start Date & Time		End Date & Time	
01	Bid Publishing	14/12/2017	10:00 AM		
02	Bid Download	15/12/2017	10:00 AM.	04/01/2018	03:00 PM
03	Bid Submission	15/12/2017	10:00 AM.	04/01/2018	03:00 PM
04	Technical Bid Opening	08/01/2018	03:00 PM		

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**ASSAM PETRO-CHEMICALS LIMITED, NAMRUP**

**NAME OF WORK:**

**Construction / Repairing of roads in APL Factory premises.**

**Tender / Contract No.: APL/Civil/2017/173**

**VOLUME – 1**

**TECHNICAL BID**

**NO. OF PAGES – 69**

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<b>ASSAM PETRO-CHEMICALS LIMITED, NAMRUP</b>	
Name of of work : Construction /Repairing of roads in APL Factory premises.	
Tender / Contract No.: APL/Civil/2017/173	
Tender / Contract Title: Construction / Repairing of roads in APL Factory premises.	<b>VOLUME - 1</b>

<b>DOCUMENT INDEX</b>				
<b>VOLUME - 1 (TECHNICAL BID)</b>				
Section No.	Document Description		Page No.	Remarks
<b>1</b>	1A	Notice Inviting Tender	04 - 05	
	1B	Proposal Exhibits	06 - 18	
	1C	e-Tender Document	19 - 25	
<b>2</b>	Form of Agreement & Bank Guarantee		26 - 34	
<b>3</b>	Appendices		35	
	3A	Appendix 1 - Contract Variables	36 - 38	
	3B	Appendix 2 - Milestone Dates & Indicative Schedule	39 - 40	
<b>4</b>	4A	Preamble to Schedule of Rates	41 - 43	
<b>5</b>	Terms, Conditions & Procedures		44 - 51	
	5A	Special Conditions of Contract	52 - 69	

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Ref.No. APL/Civil/2017/ 187

Dated :13/12/2017

**NOTICE INVITING TENDER**

Assam Petro-chemicals Limited (APL) invites bids from the Registered and approved bidders through e-tender with a validity of 120 days from the date of opening of the tender for the under mentioned job in two bid system comprising Technical Bid & Price Bid. Technical bids shall be evaluated/open first. Only those bids, found satisfactory in terms of prequalification criteria as stipulated in the bid document, shall be considered for price bid evaluation /opening.

Name of Work	Estimated Cost	Earnest Money	Cost of Tender Document
Construction / Repairing of roads in APL Factory premises.	Rs.19,03,219.00	Rs. 38,000.00	Rs.1000.00

Detailed tender document can be obtained from **e-procurement portal ([www.assametenders.gov.in](http://www.assametenders.gov.in))**. Bidder has to be registered in the portal for participation in the Tender/Bid.

Hard copy of prequalification/Technical bid uploaded in the e-tendering portal should reached within 7 days from the date of opening of Technical bid to the office address mention below.

**Deputy Manager (Civil)**  
**Assam Petro-chemicals Limited,**  
**Namrup, P.O. Parbatpur,**  
**Dist. Dibrugarh, Pin-786623, Assam, India.**

**TENDER TIME SCHEDULE**

Sl.No.	Stage	Start Date & Time		End Date & Time	
01	Bid Publishing	<b>14/12/2017</b>	<b>10:00 AM</b>		
02	Bid Download	<b>15/12/2017</b>	<b>10:00 AM.</b>	<b>04/01/2018</b>	<b>03:00 PM</b>
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04	Technical Bid Opening	<b>08/01/2018</b>	<b>03:00 PM</b>		

**ELIGIBILITY CRITERIA:**

- Contractors desirous of bidding for the job should possess required experience in successfully executing jobs of similar nature for PSUs, Govt. Organizations during the last seven years. **Here, jobs of similar nature, implies construction cum repairing of**

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**roads (including construction of roads by providing interlocking concrete paver block) etc. in town ship and factory premises in various Industries as described in details in the tender document.** To be eligible, the contractor should have successfully executed either one similar job having executed value of not less than 80% of estimated cost **or** two similar jobs, each having executed value not less than 50% of estimated cost **or** three similar jobs, each having executed value not less than 40% of estimated cost.

2. To be eligible, the contractor should have a sound financial background and average annual turnover on construction work for the last three financial years viz. 2016-2017, 2015-2016 and 2014-2015 should not be less than the amount equivalent to 100% of estimated cost.
3. The contractor should be in possession of necessary manpower, tools, tackles, equipments & machineries required for carrying out the job.
4. The contractor should be registered under GST, Income Tax & EPF authorities. (up to date tax clearance certificate is required)
5. Only those fulfilling the above requirements should participate in the bid.

**Managing Director**

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Name of Work : <b>Construction / Repairing of roads in APL Factory premises.</b>		
Tender / Contract No.: APL/Civil/2017/173	<b>VOLUME: 1</b>	<b>SECTION: 1B</b>
<b>SECTION 1B</b>		
<b>PROPOSAL EXHIBITS</b>		
<b>No. OF PAGES -12</b>		

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**STANDARD INSTRUCTION TO BIDDERS  
(PROPOSAL EXHIBITS)**

TABLE OF CONTENTS

1. TIME SCHEDULE
2. BASIC INSTRUCTIONS FOR BID SUBMISSION
3. PROPOSED SITE ORGANIZATION
4. EQUIPMENT QUESTIONNAIRE
5. MANPOWER QUESTIONNAIRE
6. DETAILS OF PRESENT COMMITMENTS
7. DETAILS OF PAST PERFORMANCE
8. SAFETY REQUIREMENTS
9. SITE VISIT CONFIRMATION
10. VENDOR / SUPPLIER DATA
11. FINANCIAL STATUS QUESTIONNAIRE

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**STANDARD INSTRUCTION TO BIDDERS**  
**(PROPOSAL EXHIBITS)**

PROPOSAL EXHIBITS No.1

**TIME SCHEDULE**

The entire work covered in this document shall be completed in all respect within a period **of 25 days** (inclusive of mobilization period) starting from date of issue of LOI. A mobilization period **of not exceeding 05 days** and as part of the above contractual completion period will be allowed.

I accept to adhere to the Time Schedule, as above

\_\_\_\_\_  
SEAL OF TENDERER

\_\_\_\_\_  
SIGNATURE OF TENDERER

**Note: Enclose separate page, if necessary. Additional page appended must bear the signature& seal of bidder.**



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**STANDARD INSTRUCTION TO BIDDERS  
(PROPOSAL EXHIBITS)**

PROPOSAL EXHIBITS No.2

BASIC INSTRUCTIONS

1. Duly Completed Prequalification Bid (Vol-I) & Price Bid (Vol-II) should be submitted online.
2. The bidder shall quote his rates in the Schedule of Rates (SOR) of the Price Bid (Vol-II). Rates are to be quoted both in figures as well as in words.
3. On opening of price bids, any discrepancy or ambiguity found in respect of the value of quoted price shall be dealt with in line with the guidelines stipulated in the General Directions & Conditions of Contract (GDCC) and as per the standard practices in this regard. In such cases, decision of the Tender Committee shall be final & binding on the bidder.
4. **Bid validity** : Bids shall remain valid for 120 days from the date of opening of the tender.

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**STANDARD INSTRUCTION TO BIDDERS**  
**(PROPOSAL EXHIBITS)**

PROPOSAL EXHIBITS NO.3

**PROPOSED SITE ORGANIZATION**

The contractor will indicate hereunder the site Organization he will provide for carrying out the said work. It is understood that the contractor will deploy adequate working and supervision personnel, depending upon the requirements from time to time, for timely completion of work.

\_\_\_\_\_  
SEAL OF TENDERER

\_\_\_\_\_  
SIGNATURE OF TENDERER

**Note: Append separate sheet, if necessary.**

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**STANDARD INSTRUCTION TO BIDDERS  
 (PROPOSAL EXHIBITS)**

PROPOSAL EXHIBITS NO.4

EQUIPMENT QUESTIONNAIRE

The contractor shall indicate below the equipments, which he intends to deploy at site during the peak period.

Sr. No.	Description of Equipments	Numbers	Present Location	Intended Arrival Date	Owner
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

\_\_\_\_\_  
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**STANDARD INSTRUCTION TO BIDDERS**  
**(PROPOSAL EXHIBITS)**

PROPOSAL EXHIBITS NO. 5  
MANPOWER QUESTIONNAIRE

The contractor shall indicate below the proposed manpower deployment:

<b>A</b>	Technical	Max. Nos.	<b>B</b>	Skilled Worker	Max. Nos.
i.			i.		
ii.			ii.		
iii.			iii.		
iv.			iv.		
v.			v.		
vi.			vi.		
vii.			vii.		
viii.			viii.		
ix.			ix.		
x.			x.		
xi.			xi.		
xii.			xii.		
<b>C</b>	Supervisory Staff	Max. Nos.	<b>D</b>	Office Staff	Max. Nos.
i.			i.		
ii.			ii.		
iii.			iii.		
iv.			iv.		
v.			v.		
vi.			vi.		

\_\_\_\_\_  
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**STANDARD INSTRUCTION TO BIDDERS  
 (PROPOSAL EXHIBITS)**

PROPOSAL EXHIBITS NO.6  
DETAILS OF PRESENT COMMITMENTS OF SIMILAR NATURE

Sr. No.	Name and Address of Client	Type of work	Value of Contract	Date of Commencement of work	Schedule Completion	% Completion	Expected date of completion

SEAL OF TENDERER

SIGNATURE OF TENDERER

**Note: 1. Append separate sheet, if necessary.**

**2. Enclose self attested documentary Proof i.e. copy of LOI/WO in support of the above.**

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STANDARD INSTRUCTION TO BIDDERS  
 (PROPOSAL EXHIBITS)

PROPOSAL EXHIBITS NO. 7  
DETAILS OF PAST PERFORMANCE (Mention works of similar nature only)

Sr. No.	Name and Address of Client	Type of work	Value of Contract	Date of Commencement of work	Completion	
					Contractual	Actual

**Note: 1. Append separate sheet, if necessary.**

**2. Enclose self attested documentary Proof i.e. copy of LOI/WO & Completion Certificate in support of the above.**

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**STANDARD INSTRUCTION TO BIDDERS  
(PROPOSAL EXHIBITS)**

PROPOSAL EXHIBITS NO.8

SAFETY REQUIREMENTS

The contractor shall follow all safety rules and shall adhere to all kinds of safety precautions to safeguard against any mishap and damage to the men, material and machinery while carrying outwork in the plant site.

The contractor shall follow and practice without any prejudice, all the guidelines as per standard safety procedures.

The contractor shall provide as a minimum, the Safety precautions / PPE's as per standard safety norms.

\_\_\_\_\_  
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\_\_\_\_\_  
SIGNATURE OF TENDERER

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**STANDARD INSTRUCTION TO BIDDERS**  
**(PROPOSAL EXHIBITS)**

PROPOSAL EXHIBITS NO.9

SITE VISIT CONFIRMATION

This is to confirm that I / our Manager / Engineer Mr.  
\_\_\_\_\_ have / has visited site on \_\_\_\_\_  
2017

at \_\_\_\_\_ He met Mr. \_\_\_\_\_ of M/s.  
Assam Petro-Chemicals Limited and has obtained all necessary information  
regarding Site location, Site conditions, Safety requirement, tentative location of  
Site office / Fabrication yard etc. and the nature of work to be executed.

\_\_\_\_\_  
SEAL OF TENDERER

\_\_\_\_\_  
SIGNATURE OF TENDERER



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**STANDARD INSTRUCTION TO BIDDERS  
(PROPOSAL EXHIBITS)**

PROPOSAL EXHIBITS NO.10  
VENDOR / SUPPLIER DATA

The contractor shall confirm below the vendors / suppliers that he will have for supplying basic materials required for the work, which fall in the scope of contractor's supply as per this order. The items shall include all supply items including locally procured materials etc. The contractor shall also supply necessary test certificates and carryout required special tests asked for by owner / consultant prior to supply of items. Also all facilities shall be provided to the owner / consultant to witness any or all of the tests. A quality plan to supply items shall be submitted to owner / consultant and approval obtained.

Sr. No.	Item	Proposed Vendor List	Remark

\_\_\_\_\_  
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**STANDARD INSTRUCTION TO BIDDERS**  
**(PROPOSAL EXHIBITS)**

PROPOSAL EXHIBITS NO.11

FINANCIAL STATUS QUESTIONNAIRE

A. ANNUAL TURNOVER:

Financial Year	Gross Turnover	Turnover against Works of Similar Nature
2016-2017		
2015-2016		
2014-2015		

B. PAN Number:

C. GST Registration No:

D. EPF Registration No.

E. Bank A/C No. & IFS Code :

\_\_\_\_\_  
SEAL OF TENDERER

\_\_\_\_\_  
SIGNATURE OF TENDERER

**Note: In support of the above enclose self attested copies of audited balance sheet and profit & loss a/c for the last three financial years. Enclose copies of certificates of registration with EPF & Income Tax authorities. Also enclose copies of I/Tax returns & Ser. Tax assessment orders/returns for the last three financial years. All enclosed documents should be self attested by the bidder.**

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<b>SECTION 1C</b>		
<b>e-Tender Document</b>		
<b>NO. OF PAGES - 06</b>		

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**e-TENDER DOCUMENT**

Tender Number	Date
APL/Civil/2017/173	09/11/2017

APL invites sealed tenders for the following job as per the details below :

Type of Bid	OPEN TENDER
Bidding type	SINGLE STAGE TWO BID

**A). TENDER TIME SCHEDULE**

Sl.No.	Stage	Start Date & Time		End Date & Time	
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04	Technical Bid Opening	<b>08/01/2018</b>	<b>03:00 PM</b>		

**B). SCOPE OF CONTRACT**

1. The entire work covered in this contract/document shall be completed in all respect within a period of 25 days (inclusive of mobilization period)
2. The rates agreed shall be firm for contract period plus grace period

**C). TENDER FEE.**

Tender Fee of Rs.1,000/- (Rupees one thousand) only as Demand Draft(DD)/Banker Cheque(BC) from any nationalized Bank of India in favor of ASSAM PETROCHEMICALS LIMITED payable at Namrup, Assam (India). Scan copy of Tender Fee document (DD/BC) to be attached along with Technical Bid and the hard copy of the same has to reach Civil Engineering section within 7 (seven) days from the date of opening of Technical Bid.

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**D). EARNEST MONEY DEPOSIT (EMD) :**

1. The Bidder shall furnish Earnest Money Deposit (EMD) for an amount of Rs. 38,000.00 (Rupees Thirty eight thousand) only as Demand Draft/Banker Cheque from any nationalized Bank of India in favor of ASSAM PETRO-CHEMICALS LIMITED payable at Namrup, Assam (India), Pin Code-786 623. Scan copy of EMD document (DD/BC) to be attached along with Technical Bid and the hard copy of the same has to reach Civil Engineering Section within 7(seven) days from the date of opening of 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.

**E). BIDDER QUALIFICATION CRITERIA (BQC)**

1. TECHNICAL.

Sl.No.	Technical Criteria	Documentary Evidence required
01	Bitumen / interlocking paver block	Necessary test certificate
02	Acceptance to the Scope of Contract	Acceptance letter.
03	Bidders should have the experience in successfully executing jobs of similar nature for PSU, Govt. Organizations	Necessary completion certificate to be obtained / submitted.

2. OTHERS.

1. A statement that Bidder agrees to be bound by all contract terms & conditions stated in this Tender and including any amendment thereto.

**F). BID VALIDITY PERIOD.**

The offer should be valid for minimum 120 (one hundred twenty) days from the date of opening of Technical Bid.

**ASSAM PETRO-CHEMICALS LIMITED**  
**(A Govt. of Assam Undertaking)**  
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*"An ISO 9001:2008 Certified Company"*  
Email : [assampetrochemicals@yahoo.in](mailto:assampetrochemicals@yahoo.in) Tel : +91-374-2500331/518  
PAN: AABCA6913A TAN NO. SHLA00850D CIN : U24116AS1971SGC001339  
PROVISIONAL GST ID NO : 18AABCA6913A1Z6

#### **G). REJECTION CRITERIA.**

1. Bidders must furnish self attested relevant documents/information in support of their credentials (which is mentioned in **Eligibility criteria & Proposal Exhibits No 6& 7**), failing which their offer shall be summarily rejected.
2. The provisions of following clauses of the Bid document must be adhered to failing which the bid shall be considered as non-responsive and shall be rejected outright.
  - i). Tender fee.
  - ii). Earnest Money Deposit.
  - iii). Bid validity period.
3. Incomplete and non-conforming bids will be rejected outright.

#### **H). PREPARATION OF TENDER.**

1. Pricing information shall NOT be included in the technical part of the Tender. Tenderers shall ensure that no pricing information of any type is shown in their technical Tender. The inclusion of pricing information in any place other than the price Bid will result in rejection of the Tender.
2. All the papers of the tender should be signed and stamped by the authorized signatory of the Bidder.
3. The prices quoted shall be firm.
4. The prices and amounts entered in Price Bid shall represent the Bidder's offer generally in accordance with the requirement. If there is a discrepancy in the amounts entered in figure and in words, the amount in words shall prevail.
5. Any amendment or modification of Tender documents will be notified in the website <http://www.assamtenders.gov.in> and [www.assampetrochemicals.gov.in](http://www.assampetrochemicals.gov.in) the same will be binding on the Bidders. APL may, at its discretion, extend the date of submission of tender.
6. Bidders are advised to ensure that their bids are complete in all respects and conform to bid evaluation criteria of the tender, for avoiding rejection of their offers.
7. Bidders are advised not to take any exception / deviations to the bid document. Still, if exceptions / deviations are maintained in the bid, such conditional / non-conforming bids may be rejected outright.
8. The bidder should provide name of contact person, contact mobile number, E-mail address and correspondence address along with the Technical Bid.

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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

9. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder, shall be written in English language.
10. The bidder must submit copy of PAN and GST Regn. No. etc as required issued by the appropriate Govt. Authority.
11. All corrections and alterations, if any, in the entries of tender paper shall be signed in full and stamped by the Bidder with date. No erasers or overwriting are acceptable.

#### **I). TENDER SUBMISSION.**

1. Bids are to be submitted online on e-procurement website <http://www.assamtenders.gov.in> in two parts along with scan copies of required documents, Tender fee & EMD. Online document submitted will be evaluated only.
2. Original copies of the technical bid documents, Tender Fee & EMD shall be submitted within 7 (seven) days from the date of opening of Technical Bid and addressed to :-

**Deputy Manager (Civil)**  
**Assam Petro-chemicals Limited,**  
**Namrup, P.O. Parbatpur,**  
**Dist. Dibrugarh, Pin-786623, Assam, India.**

3. Bid received in hard copy or E-mail/ Fax etc will not be accepted.
4. Assam Petro-chemicals Limited will first open the 'Technical Bid' and if found in compliance then 'Price Bid' will be opened.
5. No request for extension of Bid closing date & time will be entertained. However, APL at its discretion may extend the Bid closing date and/or time. In case bid closing date is extended, same will be notified through Corrigendum in e-tendering procurement website <http://www.assamtenders.gov.in>

#### **J). BID CLARIFICATION / AMENDMENTS BY APL:**

APL may issue clarifications / amendments in the form of addendum / corrigendum during the bidding period and may also issue amendments subsequent to receiving the bids. For the addendum / corrigendum issued during the bidding period, Bidder shall confirm the inclusion of addendum / corrigendum in their bid.

Bidders shall examine the Bidding documents thoroughly and submit to APL any apparent conflict, discrepancy or error. APL shall issue appropriate clarification or amendment, if

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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

required. Any failure by bidder to comply with the aforesaid shall not excuse the bidder from performing the services in accordance with the agreement, if subsequently awarded the contract.

If a party does not view / fails to view the corrigendum/ addenda / clarification hosted on the website while registering with e-tendering site <https://assamtenders.gov.in> on any accounts whatsoever and their offer is without considering the corrigendum / addenda / clarification, then APL may reject the offer.

All questions and clarifications related to Bidding documents shall be addressed in

Writing to:

**Mr. RIJU PHUKAN**

**Deputy Manager (Civil)**

**Assam Petro-chemicals Limited,**

**Namrup, P.O. Parbatpur,**

**Dist. Dibrugarh, Pin-786623, Assam, India.**

Email : [apl.civilmaint@assampetrochemicals.co.in](mailto:apl.civilmaint@assampetrochemicals.co.in)

#### **K). COMMERCIAL TERMS.**

##### **1. G.S.T.**

Bidder has to mention the rate of percentage of GST and submit their GST Registration Certificate along with the bid. Further, during submission of bill, you are requested to incorporate our **GST No. 18AABCA6913A1Z6** in your Tax Invoice in order to avail the benefit of GST.

##### **2. PAYMENT TERMS.**

The terms of payment shall be based on completion criteria mutually agreed.

**Note:** All the above terms should be specified along with Technical Bid.

#### **L). RESERVATION AND TERMINATION OF CONTRACT**

1. Assam Petro-chemicals Limited (APL) does not bind itself to accept the lowest tender and reserve the right to accept / reject / split any or all the tender without assigning any reason whatsoever.
2. APL reserves the right to amend or modify the terms of the Contract or keep in abeyance the execution of this Contract.



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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

3. The Contract may be terminated at any time by either party without indicating any reason by giving thirty (30) days prior Notice in writing of its intention to do so to the other party.
4. In case of unsatisfactory performance of the contractor, APL solely reserves the right to terminate the Contract by giving thirty (30) days Notice.

**M). OTHER TERMS & CONDITIONS.**

1. The bidder should quote their rates in Price Bid / Price schedule including of all cost, rates & taxes(GST).
2. No interest will be payable on the Earnest Money or Security Deposit or any other amount payable to the Supplier under this Contract.
3. Bidder shall bear all costs and expenses associated with the preparation and submission of bid. Assam Petro-chemicals Limited, hereinafter referred to as Company, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4. Bidders must quote clearly and strictly in accordance with the Price Bid uploaded in the website <http://assamtenders.gov.in> otherwise the bid will be rejected. A bid submitted with an adjustable price will be treated as non-responsive and rejected.
5. Conditional bids are liable to rejection at the sole discretion of the Company.
6. **Applicability of Law & Jurisdiction:** The order shall be governed and interpreted in accordance with the applicable laws of India as well as the state of Assam and Dibrugarh Courts in the State of Assam shall have exclusive Jurisdiction.

**Managing Director**

**ASSAM PETRO-CHEMICALS LIMITED**  
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<b>ASSAM PETRO-CHEMICALS LIMITED, NAMRUP</b>		
Name of Work : Construction / Repairing of roads in APL Factory premises.		
Tender / Contract No.: APL/Civil/2017/173	<b>VOLUME: 1</b>	<b>SECTION: 2</b>
<b>SECTION 2</b>		
<b>FORM OF AGREEMENT &amp; BANK GUARANTEE</b>		
<b>NO. OF PAGES - 08</b>		

**ASSAM PETRO-CHEMICALS LIMITED**  
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**Volume 1: Section 2: – Form of Agreement**

**Form of Agreement**

This agreement is made at ..... (Place of signing) on the  
..... Day of the month of ..... in the year  
.....  
BETWEEN

(Owner's name), a Company incorporated under the Companies Act 1956, having its  
Registered Offices at ..... (give full address ) (hereinafter  
referred to as the "OWNER" and shall include its successors and assigns) of the one part,

**AND**

.....(Contractor's name) a Company incorporated in  
India, having its Registered Office at  
..... (give full address)

requires, or admits, shall be deemed to include its heirs, successors, executors,  
administrators, partners and its or their permitted successors and assignees) of the  
other part.

NOW, THIS AGREEMENT WITNESS AS FOLLOWS: WHEREAS, the OWNER intends to  
carry out the (specify) described more in detail in the Scope of work under Clause (Specify) of  
the Special Conditions of Contract and the relevant Technical Specifications (hereinafter  
referred to as the "Work")

AND WHERE AS the CONTRACTOR represents that he has sufficient experience in  
undertaking such work and further represents that he has adequate experienced personnel for  
carrying out such work efficiently and effectively with equipment of good running condition and  
have submitted their Tender No. .... Dated  
..... to execute the said "work" in accordance with the Scope of Work as here  
in above defined. NOW, THEREFORE, in consideration of the mutual covenants and  
agreements hereinafter set forth and other good and valuable consideration, the receipt and  
sufficiency of which are hereby acknowledged, the OWNER and the CONTRACTOR hereby  
agree as follows:

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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

## **ARTICLE 1**

### **THE CONTRACT DOCUMENTS**

- 1.1 The contract Documents consist this Forms of Agreement, General Conditions of Contract Specifications, Bulletins Nos. (specify the nos. 1 to ....., if issued) issued prior to execution of this Agreement and Modification issued after execution of this Form of Agreement and shall fully form the Contract, and shall be as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- 1.2 The Contract Documents shall be as below:
  - a) This Agreement.
  - b) (List all the relevant documents forming part of the contract).
- 1.3 In the event of conflict between documents referred to in clause 1.2 above, the parties hereby agree that the order priority shall be as follows:
  - a) This Agreement.
  - b) (List the documents in clause 1.2 in the order or priority).

## **ARTICLE 2**

### **THE WORK OF THIS CONTRACT**

- 2.1 The CONTRACTOR shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, upon the terms and conditions and within the time specified in the Contract Documents.

## **ARTICLE 3**

### **RELATIONSHIP OF THE PARTIES**

- 3.1 The Contractor accepts the relationship of trust and confidence established by the Agreement and covenants with the OWNER to cooperate with the OWNER and utilize the CONTRACTOR'S best skill, efforts and judgment in furthering the interests of the owner to furnish efficient business administration and supervision; to make best efforts to furnish at all times and adequate supply of expeditious and economical manner consistent with the interests of the OWNER. The Owner agrees to exercise best efforts to enable the CONTRACTOR to perform the work in the best way and in a most expeditious manner furnishing making payments to the CONTRACTOR in accordance with the stipulations under Article 6 – PAYMENTS.

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3.2 The CONTRACTORS expressly acknowledges and agrees that the owner may from time to time designate a third party, for example but not in limitation, an engineer or third party agency, to perform any of its duties or obligations under this agreement. In the event of any such designation, the owner shall provide written notice thereof to the CONTRACTOR.

#### **ARTICLE 4**

##### **DATE OF COMMENCEMENT AND COMPLETION**

- 4.1 The date of commencement shall be the date fixed in the letter of Intent reference No. .... dated ..... (hereinafter referred to as the "LOI") issued by the OWNER.
- 4.2 The CONTRACTOR shall achieve the Final Completion of the entire work not later than ..... months (*specify*) (*further specify if there are any special requirement e.g. delivery Ex-Works, FOR Site etc.*) from the date of LOI subject to adjustments of the Contract Time, if any, and as provided for in the Contract Documents.

#### **ARTICLE 5**

##### **CONTRACT VALUE**

- 5.1 The owner shall pay to the CONTRACTOR, for the CONTRACTOR'S performance of the Contract, the contract value of RS. (*Specify if any other currency*) ..... (*specify in words*) subject to additions and deductions as provided for under relevant provisions of the Contract Documents.
- 5.2 Adjustments to the Contract Value on account of charges in the Work, if any shall be determined as provided for under relevant provisions of the General Conditions of Contract.

#### **ARTICLE 6**

##### **PAYMENTS**

- 6.1 Subject to the relevant provisions under the contract, the OWNER shall make payment on account of the Contract Value to the CONTRACTOR as provided below.  
(Specify the Terms of Payment agreed in full) or (correct the clause with cross-reference to the relevant provisions in the Contract Documents).

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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

## **ARTICLE 7**

### **MISCELLANEOUS PROVISIONS**

- 7.1 Where reference is made in this Agreement to a provision of the General Conditions of Contract or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 7.2 The OWNER shall recover as ascertained and agreed Liquidated Damages, and not by way of Penalty, a sum equivalent to \_\_\_1\_% of the Contract Value for each week of delay, or part thereof, in completion subject to a maximum of **\_10\_**% of the value indicated under Article 5 above.

## **ARTICLE 8**

### **INDEMNIFICATION**

- 8.1 To the fullest extent permitted by law, the Contractor agrees to indemnify defend, and hold harmless, the Owner, the Consultant, and their respective servants and agents for and against any or all losses, damages, liabilities, claims, demands, suits, or causes of action (an "Injury", collectively "Injuries"), including, without limitation, reasonable attorneys fees, arising out of, or in any way connected with, the performance of (or failure to perform) the work or services under this Agreement, whether as a result of a breach of contract, tort liability or otherwise, but only to the extent that such Injuries are caused in whole or in part by any wrongful acts, negligence (whether active or passive, or any other kind), errors, or omissions of the Contractor , Contractor's employees, agents, consultants, or other representatives.

## **ARTICLE 9**

### **JURISDICTION**

In respect of all legal matters, the court of Jurisdiction would be Dibrugarh.

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**PROVISIONAL GST ID NO : 18AABCA6913A1Z6**

**ARTICLE 10**

**Notices**

9 Written Notice

9.1 All notices given under the Contract Documents shall be in writing and shall be deemed to have been properly served if delivered as follows:

(a) If to the Owner:  
 (specify)

(full address ) &

Attention of

with a copy to: (consultant)

(Specify)

Attn: Mr. ....

(b) If to the Contractor:

(Specify) \_\_\_\_\_

or to such other address or addresses as any party entitled to receive notice hereunder designate to all other parties in the manner provided herein for the service of notice.

IN WITNESS WHEREOF the authorized representative of the parties hereto have hereunto set their respective hands on two originals of this Agreement on the day, month and year first above written.

Owner

Contractor

(Specify) (Specify)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness

Witness:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Seal:

Seal:

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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

**BANK GUARANTEE FOR SECURITY / PERFORMANCE GUARANTEE / DEFECT  
LIABILITY OF THE OBLIGATIONS OF VENDOR / CONTRACTOR**

(On non-judicial stamp paper of appropriate value)

To,  
ASSAM PETROCHEMICAL LTD.  
4<sup>th</sup> Floor, Orion Place, G.S Road,  
Bhangagarh, Guwahati 781005,  
India(Assam)

IN CONSIDERATION OF THE ASSAM PETROCHEMICAL LTD. a Company registered under the Companies Act 1956, having its registered office at 4<sup>th</sup> Floor, Orion Place, G.S Road, Bhangagarh, Guwahati 781005, Assam (hereinafter called "the Corporation" which expression shall include its successors and assigns) having awarded to M/s \_\_\_\_\_ a partnership firm/sole proprietor business/a company registered under the.....

Companies Act, 1956 having its office at \_\_\_\_\_ (hereinafter referred to as "the Vendor"/contractor" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply/work contract in terms inter alia, of "the Corporation's" Order No. \_\_\_\_\_ dated \_\_\_\_\_ and the General purchase/contract conditions of "the Corporation" and upon the condition of "Vendor's"/ contractor's furnishing security for the performance of "the Vendor's"/ contractor's obligations and/or discharge of "the Vendor's"/ contractor's liability under and/or in connection with the said supply/ works contract upto a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) amounting to 5% / 10% (five / ten percent) of the total order / contract value.

We, \_\_\_\_\_ (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anywise payable by "the Vendor"/ contractor" to "the Corporation" under, in respect of or in connection with the said supply/ works contract inclusive of all the Corporation's losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys



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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

anywise payable in respect of the above as specified in any notice of demand made by "the Corporation" to the Bank with reference to this Guarantee upto and aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) and "the Bank" hereby agrees with "the Corporation" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Vendor"/ contractor" arising upto and until midnight of \_\_\_\_\_
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anyway have in relation to "the Vendor's/ contractor's obligation/liabilities under and/or connection with the said supply/ works contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.
3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Vendor's"/ contractor's obligation and/or liabilities under or in connection with the said supply/ works contract and to vary the term vis-a-vis "the Vendor"/ contractor" of the said supply/ works contract or to grant time and/or indulgence to "the Vendor"/ contractor" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the Vendor"/ contractor" under the said supply/ works contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the Vendor"/ contractor" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".
4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the Vendor"/ contractor" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.

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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the Vendors"/ contractor" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the Vendor"/ contractor" or any other order of communication whatsoever by "the Vendor"/ contractor" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.

6. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the Vendor"/ contractor" or as suffered or incurred by "the Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount so liable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including .....; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # *before the expiry of 30 days from the date of expiry of this guarantee.*

8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the agreement/contract or MOU entered into between "the Vendor"/ contractor" and "the Bank" in this regard.

IN WITNESS Where of \_\_\_\_\_ Bank, has executed this document at \_\_\_\_\_ on \_\_\_\_\_ Bank

(by its constituted attorney)

(signature of a person authorized to sign on behalf of "the Bank")

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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

<b>ASSAM PETRO-CHEMICALS LIMITED, NAMRUP</b>		
<b>Tender / Contract Title: : Construction / Repairing of roads in APL Factory premises.</b>		
<b>Tender / Contract No.:</b> APL/Civil/2017/173	<b>VOLUME: 1</b>	<b>SECTION: 3</b>
<b>SECTION 3</b>		
<b>APPENDICES</b>		

**ASSAM PETRO-CHEMICALS LIMITED**  
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PAN: AABCA6913A TAN NO. SHLA00850D CIN : U24116AS1971SGC001339  
PROVISIONAL GST ID NO : 18AABCA6913A1Z6

<b>ASSAM PETRO-CHEMICALS LIMITED, NAMRUP</b>		
<b>Tender / Contract Title: Construction / Repairing of roads in APL Factory premises.</b>		
<b>Tender / Contract No.: APL/Civil/2017/173</b>	<b>VOLUME: 1</b>	<b>SECTION: 3A</b>
<b>SECTION 3A</b>		
<b>APPENDIX 1 - CONTRACT VARIABLES</b>		
<b>NO. OF PAGES - 02</b>		

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## **CONTRACT VARIABLES**

- 1.1 The completion period shall be 25 (twenty five) days i.e. 25 working days.
- 1.2 The mobilization period shall be 05 (five) days maximum from the date of issue of L.O.I or Work Order whichever is earlier.
- 1.3 A detailed programme indicating all the major activities and deliverables required from Owner / Consultant and Contractor shall be drawn up by the Contractor within 5 days of the Letter of Intent (LOI) or Work order whichever is earlier.
- 1.4 The contractor shall, within five days from the date of issue of Letter of Intent (LOI) or Work order whichever is earlier, deposit an amount equal to 5% of the work value (tendered & accepted value) as **Performance Guarantee** in the form of Demand Draft / Banker's Cheque. The sum already deposited by the contractor as **Earnest Money** shall be treated as part of the performance guarantee money. Upon successful completion of work, the performance guarantee money shall be released to the contractor. The performance guarantee money may also be deposited in the form of an irrevocable bank guarantee bond of any scheduled bank. The bank guarantee shall initially be valid up to the stipulated date of completion of the work. The validity of bank guarantee shall have to be extended further time to time depending upon extension of contract granted.
- 1.5 The work carried out by the contractor shall be guaranteed for a period of 24 (twenty four) months from the date of completion. An amount equivalent to 10% of the gross final bill value payable to the contractor shall be retained as **Security Deposit**. Any amount deducted from RA bills and retained earlier as security deposit shall be treated as part of total security deposit which is 10% of gross final bill value. Security Deposit shall be released after completion of guarantee period. The security deposit money in the form of a bank guarantee bond of any scheduled bank valid till completion of guarantee period shall also be acceptable. EMD, Security Deposit etc. shall not bear any interest.
- 1.6 Only one Running Account Bill can be submitted by the contractor during the execution of work and the bill shall be certified & cleared for payment within 15 (fifteen) days of certification. 10% of gross RA Bill value shall be retained as part of security deposit.
- 1.7 The terms of payment shall be based on completion criteria mutually agreed.

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- 1.8 In the event of works getting delayed beyond agreed completion date due to reasons attributable to the owner, the contractor shall agree to a mutually agreed "Grace Period". No extended stay compensation will be payable to the contractor during this "Grace Period".
- 1.9 The Estimated contract value shall be subject to a variation of  $\pm 5\%$  as actual executed quantity of any individual item of work might vary from the estimated quantity as per practical site condition encountered. However, irrespective of any variation in quantity of individual items, the rate shall remain unaltered.
- 1.10 Rates agreed shall be firm for contract period plus grace period.
- 1.11 In case the job is delayed beyond the stipulated completion period (mentioned in work order) due to negligence, poor workmanship, deployment of unskilled manpower or of any other reason whatsoever on contractor's part, a penalty at the rate of 1% of work order value per week limited to maximum of 10%, shall be recovered from the contractors bills.
- 1.12 The owner reserves the right to split the work between two or more contractors, if necessary. Such a step shall not constitute a breach of the contract.
- 1.13** Possibility of inadvertent typing error in the General Direction & Conditions of Contract (GDCC) incorporated in the section 5A of this bid document can't be entirely excluded. Therefore, in the event of any dispute in this regard the **original GDCC available with the Finance & Accounts Department in APL shall be referred & considered as correct.**
- 1.14 In case of poor workmanship/abnormal delay, APL should have the authority to perform the work by whatsoever manner at the cost of contractor.
- 1.15 The above stated terms and conditions shall prevail in case of any conflict with the terms and conditions laid down in the General directions and Condition of Contract.

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**ASSAM PETRO-CHEMICALS LIMITED, NAMRUP**

**Name of Work: Construction / Repairing of roads in APL  
Factory premises.**

Tender / Contract No.:  
APL/Civil/2017/173

VOLUME: 1

SECTION: 3B

**SECTION 3B**

**APPENDIX 2 - MILESTONE DATES &  
INDICATIVE SCHEDULE**

**NO. OF PAGES – 01**

**ASSAM PETRO-CHEMICALS LIMITED**  
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**Milestone Dates and Indicative Schedule**

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**TIME SCHEDULE**

The entire work covered in this document shall be completed in all respect within a period of 25 (twenty Five) days starting from award of contract (Issue of LOI).

**Major milestone dates for various Systems/Sections.**

<b>Sl. No.</b>	<b>System</b>	<b>Completion period/ Date</b>
1	Mobilization at site	05 days from the date of issue of LOI
2	Start Construction activity	Immediately on completion of mobilization period
3	Virtual Completion	25(twenty Five) days from the date of issue of LOI

I accept to adhere to the Time Schedule, as above.

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**SEAL OF TENDERER**

**SIGNATURE OF TENDERER**



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Name of Work: Construction / Repairing of roads in APL Factory premises.		
Tender / Contract No.: APL/Civil/2017/173	VOLUME: 1	SECTION: 4A
<b>SECTION 4A</b>		
<b>PREAMBLE TO SCHEDULE OF RATES</b>		
NO. OF PAGES - 02		

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**PROVISIONAL GST ID NO : 18AABCA6913A1Z6**

	Preamble to the Schedule of rates & Quantities.	Volume: 1 Section: 4A
		Page 1 of 2

## PREAMBLE TO SCHEDULE OF RATES

1. The Schedule of Rate is to be read with all the other sections of this tender document i.e. Contract Variables, General Directions & Conditions of Contract, Special Conditions of Contract, Specifications etc. The Contractor is deemed to have studied all the documents and acquainted himself with the site and other conditions prevailing at site and to have acquainted himself with the details of work to be done and the manner in which it is to be carried out within quoted rates and within the "Time schedule" for completion.
2. The quantities set down against items of work are only approximate and subject to variations either item wise or in total and any increase or decrease in quantity shall not form the basis for alteration of the rates quoted and accepted by the contractor.
3. The Contractor is to quote unit rates for all the items of work and for the entire quantity.
4. It is the intent of the contract that all works shall be measured item wise upon completion and shall be paid for at the rates quoted and accepted by the contractor, against completed work.
5. All items of work in the Schedule of Rates shall be carried out as per the specification and instructions of the Owner / Consultant. The rates shall provide for all, but not limited to, the under mentioned expenses as called for in the detailed specifications and conditions of contract – cost of supply of required materials, consumables etc., cost of skilled and unskilled labour, cost of carrying out supervision, cost of mobilizing all tools, tackles & equipments etc. and payment of all taxes, as applicable. Any work incidental to the item of work described, and necessary for the sequential completion of the item shall be carried out by the Contractor without demur or extra claim of any nature whatsoever, no matter whether or not such work has been implied in the Schedule or anywhere else.

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**PROVISIONAL GST ID NO : 18AABCA6913A1Z6**

	Preamble to the Schedule of rates & Quantities.	Volume: 1 Section: 4A
		Page 2 of 2

6. In the event of an upward revision of rates of applicable taxes (other than GST) and imposition of new additional tax at the time of settlement of bills, the additional cost burden on the contractor shall be borne by APL. This benefit to the contractor shall not be available in case of increased tax rates being imposed during delayed contract period reasons for which are attributable to the contractor. In case of decrease in rates due to delay on the part of contractor, the same shall be passed on to APL.
8. In addition to executing the items of work described in the Schedule of Rates (SOR), the contractor shall execute, at no extra cost, all such incidental works which are necessary for successful & timely completion of all items of work as per SOR. The contractor shall engage, at no extra cost, competent technical supervisory staff who will be responsible for carrying out and documenting all quality control activities and, also for overseeing the health & safety requirements of the workers deployed at site.
9. The Owner reserves the right to cancel the order for execution of any or combination of items of work or part thereof, if necessary. Such a step shall not constitute a breach of the contract.
10. Items of work as per Schedule of Rates quoted & accepted by the contractor are required to be performed as per the specifications given in the Tender.
11. Single point water supply and single point electric power main shall be provided by owner at site. Further extension of points, if necessary, shall come under contractor's scope. Electricity & water shall be provided free of cost. However Guest house facility if required shall be on chargeable basis subject to availability.
12. The above stated terms & Conditions shall prevail in case of any conflict with the terms & condition laid down the General Directions & Conditions of Contract and Special Conditions of Contract.

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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

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Tender / Contract No.: APL/Civil/2017/173	VOLUME: 1	SECTION: 5
<b>SECTION 5</b>		
<b>TERMS, CONDITIONS &amp; PROCEDURES</b>		
<b>NO. OF PAGES - 07</b>		

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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

**ANNEXURE-E**

**APL'S SITE WORKING CONDITION**

**1.0 SITE ESTABLISHMENT:**

- 1.1 The contractor shall provide covered stores, tarpaulin and other covers for storage of materials. All materials likely to deteriorate in the open shall be stored under suitable cover. The contractor's staff and labour shall not be allowed to stay at site beyond working hours.
- 1.2 The contractor shall advise within 7 days of the effective date of contract, his space requirement which shall include for offices, Mess rooms, covered storage, open storage, fabrication space, lavatories etc. excluding labour colony. Space shall be allowed to the contractor for erection of his office hutment and storage of material, but he will not be permitted to make use of any other space without the approval of the owner.
- 1.3 The contractor shall take adequate precautions and make necessary security arrangements at site for his own equipment, tools, tackles and materials for loss or damage to the contractor's plant tools or materials.
- 1.4 The Contractor shall at all time provide lighting and watchmen to protect and guard the works during its progress and in default thereof, the owner / consultant may provide such facilities at contractors cost.
- 1.5 A number of contractors will be working at site. The contractor shall not object to the execution of works by other contractors simultaneously on the works awarded to them.
- 1.6 The contractor shall keep at all times, the work and storage area clean, free from accumulation of waste materials.

**1.7 WATER:**

The owner shall supply water to the contractor at one point. Any further, distribution will be responsibility of the contractor.

**1.8 Electricity :**

The contractor shall advise within 7 days of the effective date of contract his construction power requirements to allow the planning of the temporary electrical distribution. Power will be given at one point on chargeable basis at prevailing ASEB tariff. Contractor shall install energy meter. Further distribution will be arranged by the Contractor.

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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

**1.9 Messing accommodation :**

The contractor shall make his own messing for his Engineers, Supervisors and workmen.

**1.10 First Aid :**

The contractor shall provide a first aid post for his personnel working at site.

1.11 Contractor shall be responsible for providing tools and tackles, erection equipment, scaffolding materials, welding materials, compressed air, consumable stores, commission and testing

1.12 The off loading and storage at site of all the contractor plant, tools and materials is his responsibility.

1.13 Loading and storage of materials at site is not allowed without the approval of the owner.

1.14 The contractor shall provide at his own cost.

a) Any site approach, service roads which the contractor may consider necessary for the execution of the contract.

b) Necessary accommodation as may be required for his staff, technicians and Engineers.

**2.0 SUPERVISION OF WORK AND EMPLOYMENT OF LABOUR :**

2.1 The contractor is required to have on site during all working hours a full time engineer, who will be responsible to the owner/consultant for the execution/management of the works and who shall be authorized to receive and act on the such instruction as the owner/consultant may give.

2.2 The contractor shall provide necessary skilled and unskilled labour, supervisory and other staff required in connection with the execution of the contract. The permission of the owner/consultant must be obtained before tradesmen are recruited for the work. Tradesmen locally available should be given preference for recruitment.

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- 2.3 All travelling expenses including provisions of all necessary transport to and from site, lodging, allowance and other payment to the contractor's employees are his own responsibility.
- 2.4 If required by the owner, all contractors' employees will wear identification badges while on site. The owner will issue security entry pass.
- 2.5 All notices display on the site and any instruction issued by the owner must be strictly adhered to by the contractor's employees.
- 2.6 The contractor will ensure that neither any of his employees nor any stranger takes any photographs of the work of premises or any portion thereof. The contractor will also ensure that no unauthorized person enters the premises.
- 2.7 The contractor shall permit the staff of the owner to make such searches on the premises as required to ensure absolute secrecy/security with respect to the work carried out.
- 2.8 The contractor's personnel will be subject to security checks by the owner's security staff.
- 2.9 The contractor shall be responsible for any misconduct of any member of his staff and workmen and the owner will be entitled to expel the person employed by the contractor if found misbehaving on the site, getting drunk or is responsible for theft of the owner's property. The owner shall be entitled to take legal action against such a person.
- 2.10 The contractor shall ensure all his person against any accident.
- 2.11 All members of the contractor's staff and workmen working on the site shall enter the office/building of the owner with prior permission and if anyone is found lingering in any department, the owner will be entitled to expel him. If any member of the contractor's staff and workmen has any work with employees of

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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

- the owner he shall have to obtain the prior permission of the Head of the department concerned to meet the employees of the owner.
- 2.12 Before commencing the work the contractor shall give to the owner schedule showing the number of persons employed by him and give the number of days for which they will work on the premises. The schedule may be reviewed by the owner/consultant at the end of every week.
- 2.13 The contractor shall indemnify the owner/consultant against any claim under the workmen's compensation act and contract labour (Regulation and Abolition Act. 1970) and payment of wages act and all or any other
- 2.14 statutory rules and regulations as modified or otherwise in force from time to time or in respect of any damages or compensation payable in consequence of any accident or injury sustained by the workman or other person whether in the employment of the contract or otherwise. Until the contracted work is accepted for and shall be deemed to have agreed to indemnify the owner/consultant in respect of all damages to and properly or owner/consultant or of the contractor or their subcontractor or their workmen or by defective design, work or materials or otherwise.
- 2.15 The contractor shall observe the provisions of Employees State Insurance Act. Factories, Central or State Act, regulations as may be applicable in respect of work and labour and staff employed by the contractor at site.
- 2.16 Fire / inflammable items are not allowed to be used in working /inside the factory premises without getting prior approval from the owner .Owner /concerned deptt will decide the place (related to fire)
- 2.17 Contractor should submit a list of their manpower(with ID proof, 3 copies of pass port size photo etc.) before commencement / execution of the work.

**3.0 REPORTING:**

- 1.1 The contractor shall draw in advance detailed schedule of work to be carried out at site and submit the same to the owner/consultant or to his authorized representative for approval. The work shall be done in accordance with the schedule and as per instructions given by the owner/consultant representative at site.
- 1.0 The contractor shall report the following information to the owner/consultant in writing each Friday.
- a) Number of men employed by the contractor.
  - b) Progress achieved.
  - c) Expected date of completion of work.



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PROVISIONAL GST ID NO : 18AABCA6913A1Z6

- d) Any actual or potential delay in the program caused by the action or inaction of the other contractor working on site.

#### 1.0 **COMPLETION OF WORK** :

After completion of erection work, the contractor shall remove or dispose of in a satisfactory manner all temporary structure, Water materials, etc. and leave the premises in satisfactory condition. All empty packages including drums, bags and scrap materials belonging to owner shall be left at a place indicated by the owner. All packing cases shall be property of the owner.

#### 5.0 **WORK SAFETY AND POLLUTION RULES** :

5.1 The contractor shall observe all statutory and legal requirements under various regulation made by Central and State Governments applying to the work as well as any local regulations applying to the site and collaborate with the owner/consultant in all matters connected with safety and the above rules.

5.2 Particular attention is drawn to the following:

- a) In case of accident the owner/consultant will be informed in writing forth with. The contractor shall strictly follow regulation laid down by factory inspector, Government and other authorities in this regard.
- b) Fencing, guarding all contractor's plant, plate-forms excavation etc. to avoid accident.
- c) Compliance with all electricity regulations.
- d) Compliance with statutory requirement for inspection and test of all lifting appliances and auxiliary shifting gears.

5.3 No excavation will be started without the permission of the owner who will inform the contractor of the position of any pipes or cables known to be buried in the area. All excavations must be effectively railed off at all times or completely bordered and properly marked during the hours of darkness by red warning lamps using flame proof warning lamps in non-smoking areas. During the hours of darkness heaps of

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debris or materials which cannot be immediately removed must be heaped in such a way as to leave adequate passageway.

5.4 The contractor will notify the owner/consultant of his intention to bring on the site any equipment such as space heating or welding apparatus, or any container holding liquid or gaseous fuel or other substances, which might create a hazard. The owner/consultant will have right to prohibit the use of such equipment or to prescribe the conditions under which such equipment may be used.

The owner /consultant will have the right to inspect any construction plant, and to forbid its use if in his opinion it is unsuitable or unsafe. No claim arising there from shall be made by the contractor. The contractor or any one acting on his instruction will not bring on to the site any radioactive substance or any apparatus using such substances or any x-ray apparatus until written permission and direction regarding the use of such equipment has been received from the owner.

5.5 The contractor will meet all requirements and acts on the instruction of the owner/consultant where it is necessary to operate permit to work's system.

5.6 The contractor shall have his own fire fighting extinguishers and equipment.

5.7 The contractor shall be responsible for the provision of all safety notices and safety equipment required under relevant legislation and as the owner/consultant may deem necessary.

5.8 The contractor shall be responsible for the safe storage of his radiographic sources of those of his sub-contractor.

6.0 **ELECTRICAL SAFETY REGULATIONS :**

6.1 In no circumstances will the contractor interfere with fuses and electrical equipment belonging to the owner.

6.2 Before the contractor connects any electrical appliances to any plug or socket belonging to the owner he will

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- a) Satisfy the owner/consultant that the appliances is in good condition.
  - b) Inform the owner/consultant of the max. Current required and the voltage and phase of the appliance.
  - c) Obtain permission of the owner detailing the sockets to which the appliances may be connected.
- 6.3 No electric cable in use by the owner/consultant will be disturbed without prior permission of the owner/consultant. No weight of any description will be imposed on any such cable and not staging, ladder or similar equipment will rest against or be attached to it.
- 6.4 The voltage of all portable equipment e.g. drilling machines temporary lighting etc. will not exceed 220 volts. Voltage of all hand lamps used for lighting inside vessel shall not exceed 25 volts.
- 6.5 It shall be the responsibility of the contractor to ensure that no accident of any kind occur on the site and he shall be responsible for all liabilities arising from and accident whether civil or criminal and whether the premises are insured or not.

7.0 **OWNER/CONSULTANT'S OBLIGATIONS :**

**Owner/consultant's obligations shall be limited to the following:**

- a) To make available responsible leveled area for erection of the contracted equipment and construction of site office/stores, cost required to be incurred for leveling or otherwise making the area suitable for use will have to be incurred and born by the contractor.
- b) To make available benchmarks, elevation and such references lines as may be necessary for location equipment.
- c) To assist the contractor in obtaining statutory permits/clearance if required.
- d) To issue storage as required as per contract agreement.
- e) To undertake execution of all civil and structural works etc. as required except those which fails within the scope of this contract agreement.
- f) To provide other facilities as specially agreed elsewhere of the contract.

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**Tender / Contract Title: Construction / Repairing of roads in APL Factory premises.**

**Tender / Contract No.:**  
**APL/Civil/2017/173**

**VOLUME: 1**

**SECTION: 5A**

**SECTION 5A**

**SPECIAL CONDITIONS OF CONTRACT**

**NO. OF PAGES – 18**

**ASSAM PETRO-CHEMICALS LIMITED**  
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Email : [assampetrochemicals@yahoo.in](mailto:assampetrochemicals@yahoo.in) Tel : +91-374-2500331/518  
PAN: AABCA6913A TAN NO. SHLA00850D CIN : U24116AS1971SGC001339  
PROVISIONAL GST ID NO : 18AABCA6913A1Z6

**CONSTRUCTION SPECIFICATION FOR  
SPECIAL CONDITIONS OF CONTRACT**

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**CONTENTS**

- 1.0 General
- 2.0 Acceptance of Tender
- 3.0 Sufficiency of Tender
- 4.0 Contractor Scope of work
- 5.0 Contractor scope of supply
- 6.0 Contractor responsibility
- 7.0 Owner scope of supply
- 8.0 Other Special conditions of contract
- 9.0 Site organization / equipment deployment
- 10.0 Construction equipment / lifting tackles, ect.
- 11.0 Construction programme
- 12.0 Schedule of quantities
- 13.0 Measurement of work and invoicing procedure
- 14.0 Statutory Compliance
- 15.0 Inspection
- 16.0 Compliance Time
- 17.0 Extension of time
- 18.0 Guarantee
- 19.0 Completion Documents

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**1.0 GENERAL**

Special Conditions of contract shall be read in conjunction with Specification of work, drawings, and any other documents forming part of this Contract. In the event any of the conditions of this document contravenes or is in conflict with the Project Specific Requirement, the latter shall prevail. All Commercial Conditions are excluded from this document and are to be referred to the General Directions & Conditions of Contract and other relevant sections of the contract document.

**1.1 DEFINITIONS & INTERPRETATIONS**

The following definitions and Interpretations shall be used in context with this document.

- 1.1.1 a. "OWNER" shall mean : M/s. Assam Petro-chemicals Limited

## **CONSTRUCTION SPECIFICATION FOR SPECIAL CONDITIONS OF CONTRACT**

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- b. "OWNER'S" representative shall mean : The Person(s) empowered by the Owner to represent him in the day to day execution of work.
- 1.1.2 a. "CONSULTANT" shall mean :
- b. "ENGINEER" shall mean : APL's/Consultant's Site Engineer
- 1.1.3 "CONTRACTOR" shall mean : The successful bidder.
- 1.1.4 "WORKS" shall mean the Produce(s) of the work.
- 1.1.5 "CONSTRUCTION PLANT" means all appliances or things of whatsoever nature required in connection with the execution, completion or maintenance of the works or temporary works, but does not include materials or other things intended to form or forming part of the permanent work.
- 1.1.6 "SPECIFICATION" shall mean the technical specification forming a part of the contract and such other schedules and drawing as may be mutually agreed upon.
- 1.1.7 "LETTER OF INTENT" shall mean the official notice issued by the owner notifying the Contractor that his proposal has been accepted and that the contractor is required to sign the contract agreement as required by the owner. Contractor shall also start mobilizing his resources after receiving the "Letter of Intent" and execute the work.
- 1.1.8 "DATE OF CONTRACT" shall mean the date on which Owner and Contractor have signed the Contract agreement.
- 1.1.9 "CONTRACT DOCUMENT" means collectively the Tender documents, Drawings, Specification, agreed variations – if any, Contract and such other documents constituting the tender and acceptance thereof.
- 1.1.10 "WARRANTY PERIOD / MAINTENANCE PERIOD" shall mean the period during which the contract shall remain liable for repair or replacement of any defective part of the works performed under the contract.
- 1.1.11 "AFC" shall mean drawings "Approval For Construction" / "Issued For Construction"

### **2.0 ACCEPTANCE OF TENDER**

The owner reserves the right to award the work in parts between two or more agencies. The quoted rates shall hold good for such an eventuality.

## **CONSTRUCTION SPECIFICATION FOR SPECIAL CONDITIONS OF CONTRACT**

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### **3.0 SUFFICIENCY OF TENDER**

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates stated in the Schedule of Rates, which shall cover all his obligations under the contract and all matter and things necessary for proper completion of the work.

The bidder must submit along with his quotation complete Volumes & Sections each page duly stamped and with relevant data filled and duly signed on each page & attachment. Failing which the bid will be considered as incomplete and may be rejected.

### **4.0 CONTRACTOR'S SCOPE OF WORK**

The Contractor's scope of work for this contract, described in various sections, specifications, annexure, Schedules of Rates & Quantities etc. shall comprise of the following jobs-

#### **4.1.1. Proper camber should be maintained on top surface of the road.**

4.1.2. Sufficient rain cut on shoulders of the road should be provided (before or after construction), which depends on site condition .

4.1.3. Required temperature should be maintained on tack coat, BM, Seal coat etc. before lying or rolling .

4.1.4. Over burn /under burn bitumen should not be allowed during laying/rolling.

4.1.5. Static road roller (8 to 10 tone) in good condition should be used during rolling process.

4.1.6. Sufficient water storage unit should be available during execution of the work.

4.1.7. Avoid any related work during Rain.

4.1.8. No fire related activities allowed to perform, especially inside the factory premises.

4.1.9. **Safety Clearance / Work Permit for fire related Works has to be obtained from Safety Officer of M/s. APL before commencement of the jobs.**

4.1.10. Latest IS standard grade bitumen should be used.

4.2.1. Laying temperature of premix surfacing should not be less than 120 °C.

4.2.2. Proper barricading should be maintained during execution of the work, to avoid accident.

4.2.4. After completion of the work both side of the road should be cleaned, excess materials if any should be shifted from the site immediately, trenches if any which are used during execution should be filled by contractors own cost to avoid accident .

4.2.5 Road surface should be cleaned by wire brush or by any other mechanical means before execution of the work.

4.2.4 Top level of interlocking paver block (which touches the bituminous road) should be the same.

4.2.6 Interlocking concrete paver block should resist the heavy loads of tankers (suitable for industrial roads / having M-40 Grade and it should be 80 mm thick.) i.e. according to the specification as mentioned in SOR in price bid.

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- 4.1 The Contractor's scope of work shall also include the following incidental works in connection with the works mentioned in sl. No. 4.1.
- 4.1.1 Carrying out necessary setting out / layout survey work and construction / installation of grid pillars, burjis and benchmarks.
  - 4.1.2 Construction of necessary temporary water storage tanks for construction & other needs of the contractor.
  - 4.1.3 Making as built changes in the drawings and submitting to Owner / Consultant.
  - 4.1.4 Conducting necessary laboratory / field tests etc.
- 4.2 **OTHER WORK / GENERAL REQUIREMENTS:**
- 4.2.1 Compliance with all Statutory Regulations.
  - 4.2.2 Construction of temporary facilities for Contractor's own work such as site office, workshop stores, temporary hutments with toilet facility for workers / laborers and other necessary offices / works for execution of job.
  - 4.2.3 Arrangement of necessary temporary water storage for construction and other needs of the contractor.
  - 4.2.4 Preparation of all temporary approach roads from existing roads to work spots, if required, at no extra cost to owner.
  - 4.2.5 Following all Q.A. and Safety Requirements.
  - 4.2.6 Following work permit system as per M/s APL's procedures during execution of job.
  - 4.2.7 All other items connected with this contract in addition to the works listed above.
  - 4.2.8 Rates indicated in the Schedule of Rates & Quantities shall cover all activities listed above.
  - 4.2.9 Contractor shall not sub-let part or whole of his works to any subcontractor without written consent of the Owner.

## **5.0 CONTRACTOR'S SCOPE OF SUPPLY**

The Contractor shall supply all materials required for completing the work as per drawings and specifications except for the materials specifically enlisted under Owner's scope of supply. In addition to these, contractor's scope of supply shall include (but not limited to) the following,



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- 5.1 All necessary construction/electrification equipments, machineries, tools, tackles, vehicles etc.
- 5.2 All necessary equipments & instruments for the required field & laboratory tests. All the instruments used shall have proper calibration certificates.
- 5.3 Contractor shall make arrangements to make storage of specimen/samples of materials etc. to be tested, in a special area indicated by the Owner / Consultant. It will be the responsibility of the contractor to make arrangements for proper, periodic handling of the above mentioned items.
- 5.4 All necessary personnel protection equipment's to the workers and staff as per standard safety rules. These will be mandatory and any violations / non-compliance by workers will lead to immediate removal from site.
- 5.5 All necessary testing device and instruments.
- 5.6 Supplying all bought out items.
- 5.7 Supplying all necessary fasteners and other accessories.
- 5.8 All other materials required for completion of the job as indicated in bill of quantity etc.

**6.0 CONTRACTOR'S RESPONSIBILITY:**

**6.1 CONTRACTOR'S TOOLS & EQUIPMENTS**

- 6.1.1 The Contractor shall provided all necessary tools, tackles and equipments for construction and testing in adequate quantities to meet the target completion date of the related Civil / Electrification work. The Contractor shall also arrange for all vehicles including automobiles for personnel transportation, pick up truck, cranes, excavator, roller etc. at his own cost.
- 6.1.2 It shall be entirely Contractor's responsibility to also provide all types of, machines, testing / checking equipment, Static road roller, ropes, etc. necessary to perform the work in workmanlike, safe and efficient manner and complete the job as per time schedule indicated.

**6.2 LABOUR**

The Contractor shall arrange skilled, semi-skilled and unskilled labour Supervision, Staff, Engineer, Stores personnel and other clerical staff required to complete all the work as specified in this document.

The Contractor shall employ adequate labour force to maintain the target completion dates.

## **CONSTRUCTION SPECIFICATION FOR SPECIAL CONDITIONS OF CONTRACT**

---

In the event of the Contractor being unable to maintain the target completion dates, as specified in Time Schedule of this document, he shall increase the strength of any of the above category of personnel / tools, tackles and equipment as advised by the Owner / Consultant. Contractor shall work in shifts or round the clock at no extra cost. For such increase of manpower and resources the Contractor shall not claim any additional charges.

### **6.3 CLEANLINESS OF WORKS SITE:**

General cleanliness on site during construction period shall be provided after the work is complete and a part of work is handed over, the contractor shall clean the area surrounding the works of all the equipments and excess stores and remnants of constructor materials such as brickbats, sand, timber steel, rubber etc.

### **6.4 PROTECTION OF BENCHMARKS, GRID POINT AND GROUND WATER GAUGES:**

Protection of Surveyor's benchmarks and groundwater gauges, zero line marks and base line marks from damage or movements during work.

Damage to any of these shall be made good by the contractor at his own cost to the entire satisfaction of the Owner / Consultant.

### **6.5 TRAFFIC INTERFERENCE**

The contractor shall conduct their operations in a way so that as little interference as possible is caused to the traffic. Contractor shall take all precautionary and other measures such as providing warning signals, temporary diversions, etc. Contractor shall exercise full care to ensure that no damage is caused by them or their workmen during the operations to the existing water supply and power lines. The cost of any such damage and risks arising out this shall be entirely borne by the contractor.

### **6.6 INFORMATION REQUIREMENTS**

6.6.1 The contractor shall submit the following documents to owner / consultant.

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- i) Any actual or potential delay in programme caused by the action or inaction of the other contractor working on site. (To be reported immediately on occurrence)
- ii) Unsafe incident / accident within an hour followed by detailed report within four hours.

**6.7 PROTECTION OF EXISTING UNDERGROUND AND ABOVEGROUND SERVICE AND ADJOINING STRUCTURES.**

Contractor shall ensure prior to starting and during the progress of work, full measures to protect the existing service lines and / or other structures near the work site. This should be to the entire satisfaction of the Owner / Consultant's representative at site.

**6.8 MAINTENANCE OF WORK**

During the construction period of work, the contractor shall be responsible for maintaining the entire work already executed in a proper and acceptable condition against defects in construction. The work will have to be protected against possible damage and shall be made good at his own cost to the acceptable standard and as approved by the Owner / Consultant's representative at site.

The contractor shall be responsible to repair and maintain any damages and defects generated by other agencies, however, cost of such repairs shall be payable after mutual negotiations and agreement with the Owner's / Consultant's representative.

**6.9 GENERAL CO-ORDINATION**

Contractor shall plan and carryout in coordination with other contractors engaged by the Owner and the contractor shall ensure full cooperation to the Owner for coordinating different works to be carried out simultaneously at works site.

**6.10 COMPLIANCE WITH STATUTORY REGULATIONS WORKS RULES**

The contractor shall comply with statutory requirements as well as works rules enforced at the site of work and rates quoted shall include all expenses required for complying rules / regulations. The contractor shall also make available all sorts of medical aid and first aid facilities for his works at site.

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---

Particular attention is drawn to the following:

- In case of accident, the Owner / Consultant shall be informed in writing forthwith. The contractor shall strictly follow regulations laid down by Factory Inspector, Government and Local Authorities in this regard. The contractor shall report immediately in triplicate to the Owner / Consultant any accident at site involving loss of life. Each such report shall include the information as required by the regulations.

### **SUSPENSION OF WORK:**

- a) OWNER may direct CONTRACTOR in writing to suspend all or any part of WORK for such period of time as may be determined by OWNER to be necessary or desirable for the convenience of OWNER. On receipt of such notice, CONTRACTOR shall take immediate action to wind up the WORK in such a manner that it will cause least damage to OWNER.
- b) OWNER shall advise CONTRACTOR of the period such suspension is likely to cover. CONTRACTOR shall remobilize his personnel and resume WORK as expeditiously as possible on receipt of instruction from OWNER to resume the WORK.

### **TERMINATION OF CONTRACT**

- a) Prior to OWNER invoking any of its rights under clause (b) and (c) below, the PARTIES shall meet and discuss any outstanding of the other PARTY'S position. All efforts shall be made by the PARTIES to reach an equitable and amicable solution to such issue or dispute.
- b) OWNER may by written notice to CONTRACTOR, terminate CONTRACT whenever OWNER deems such termination to be in its best interests. Upon such termination the provisions of clauses (d) and (g) below shall be applicable.
- c) If CONTRACTOR shall neglect to execute WORK with due diligence or expedition, or shall refuse or neglect to comply with any reasonable order given to it in writing by OWNER in connection with WORK, or shall contravene any of the provisions of

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**CONSTRUCTION SPECIFICATION FOR  
SPECIAL CONDITIONS OF CONTRACT**

---

- d) the CONTRACT, OWNER may give notice in writing to CONTRACTOR calling upon it to make good the failure, neglect or contravention complained of, within a period of 15 (fifteen) DAYS. In CONTRACTOR'S default of compliance with any such notice, OWNER may without prejudice to its rights rescind or terminate CONTRACT.
- e) Upon notice of termination by OWNER pursuant to clause (b) OWNER may require CONTRACTOR to:
- 1) Terminate all work
  - 2) Deliver to OWNER, Plans, specifications, and drawings produced, prepared, or acquired for WORK.
- f) On termination by OWNER under clause (c) above OWNER may carry out all remaining WORK either by itself or through its agents or may re-contract to any person or company to execute the same and provide materials, tools, tackles, or labour for the purpose of completing WORK. OWNER has the right to make use of the amount withheld towards the cost of such WORK by giving notice in writing of its intention of doing so to CONTRACTOR.
- g) In case of termination under clause (b) above, OWNER shall elect to carry out by itself or by any other person WORK necessary to complete WORK by using CONTRACTOR's design and engineering.
- h) Payment of compensation for the works performed till the date of termination will be decided at the time of termination.

The contractor shall have his own Fire Fighting extinguishers and equipment and ensure that all adequate precautions are taken against fire.

The contractor shall be responsible for the provision of all safety notices and safety equipment required by both the relevant legislation and such as the Owner / Consultant may deem necessary.

**CONSTRUCTION SPECIFICATION FOR  
SPECIAL CONDITIONS OF CONTRACT**

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**Electrical Safety Regulations:**

In no circumstance will the contractor connect any electrical appliances to any plug or socket belonging to the Consultant or Owner. He will:

- Satisfy the Owner / Consultant that the appliance is in good condition.
- Inform the Owner / Consultant of the minimum current required, and the voltage and phase of the appliances.
- Obtain permission of the Owner / Consultant detailing the sockets to which the appliances may be connected.

No electrical cable, in use by the Owner / Consultant shall be distributed without prior permission of the Owner / Consultant. No weight of any description shall be imposed on any such cable and no staging, ladder or similar equipment will rest against or be attached to it.

No work shall be carried out on any line equipment. The equipment must be safe and a "Permit-to-work" issued by the Owner / Consultant before any work carried out.

No cable shall be laid on ground surface in an unsafe condition. They shall be at above ground in such a way that they do not obstruct the movement of vehicles, cranes, etc. and the work of other contractors in the area.

The Owner / Consultant has the right to discontinue the power supply if any equipment or installation is considered unsafe. The contractor must replace or rectify the equipment / installations at his own cost and satisfy the Owner / Consultant. Each Hut, Office etc. shall have a main isolator for electrical supply in convenient and accessible position, suitably marked outside the building.

**6.11 CALIBRATION OF TESTING AND MEASURING EQUIPMENT**

The contractor shall ensure that all measuring and testing equipment used at site such as levels, chains, steel, metal tapes, and all equipment used for testing of Bitumen, aggregate etc. are properly calibrated and the certificates are available at site wherever applicable.

**CONSTRUCTION SPECIFICATION FOR  
SPECIAL CONDITIONS OF CONTRACT**

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6.12 STORAGE OF MATERIALS AND GUARDING THEFT DAMAGES.

The contractor shall make adequate arrangements for storing and safety of construction materials to be used on site. He will be responsible for making arrangements to guard against theft and damages to construction materials while in his possession at site.

6.13 MATERIALS REQUIRED BY THE CONTRACTOR

The contractor shall be responsible for the storage of his materials. Contractor shall calculate the quantities of materials as per latest drawings before ordering. The cost of any excess or shortfall, if any, in the materials ordered by the contractor shall be borne by the contractor.

6.13.1 In case of discrepancy, generally the detailed drawing and specification shall be considered to be correct and such discrepancies shall be notified immediately to the Consultant / Owner.

6.13.2 Exact measurement shall be worked out by Contractor and shall fabricate supports accordingly. The Contractor shall also prepare the bill of materials for all supports.

7.0 OWNER SCOPE OF SUPPLY

7.1 The owner shall supply water to the contractor free of cost for construction purpose at one point near the work spot. Further distribution of water as required shall be contractor's responsibility at his cost.

7.2 Single point Power Mains shall be provided by Owner to Contractor. The contractor will not be charged for electricity consumed on account of execution of works under the contract.

**CONSTRUCTION SPECIFICATION FOR  
SPECIAL CONDITIONS OF CONTRACT**

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7.3 Site Establishment Infrastructure.

Only land for construction office, toilets, store, hutments and fabrication workshop will be given by Owner / Contractor has to construct the above structure at his own cost and same to be dismantled and removed and clear site to be handed over to owner on completion of job as directed. Owner will provide suitable land outside factory gate for the labour colony. Contractor will have to make his arrangement for the above also for accommodation of his supervisors outside the plant.

8.0 OTHER SPECIAL CONDITION OF CONTRACT

8.1 Construction/Electrification Materials.

- a) The contractor shall ensure that the construction materials (like Bitumen) supplied by him meet the latest I.S. Standards, and arrange for the same to be tested in laboratory acceptable to Owner / Consultant, as and when required by Owner / Consultant. The Owner / Consultant may at their discretion ask each consignment to be tested for any or all the tests required by the relevant I.S. codes.
- b) The contractor shall submit manufacture's test certificates also along with each batch of supply.
- c) Cost of the tests carried out for the above items shall be borne by the contractor.
- d) Only approved brands of the materials shall be procured by contractor.

8.2 Cost of testing of supplied items; testing in site etc. will not be charged by contractor.

8.3 The contractor shall extend all necessary assistance to the Owner / Consultant for investigation that may be required to assess the quantity of work.

8.4 The contractor shall ensure that bills submitted by him shall have the same nomenclature as used in this order document.

8.5 Any inspection or acceptance of any material / works by the owner or his nominee shall not absolve the contractor of his own responsibilities and / or guarantee under this contract.



**CONSTRUCTION SPECIFICATION FOR  
SPECIAL CONDITIONS OF CONTRACT**

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- 8.6 The contractor shall remove all surplus materials, sheds, huts, plant, tools and rubbish, etc. after the completion of the work as already stated (Cl. 6.3 above).
- 8.7 Any changes in specifications due to non-availability of materials shall be approved by Owner /Consultant before making such changes.
- 8.8 No canteen facility will be given to contractor. Contractor shall make own arrangement for same.
- 8.9 Special attention is drawn to the Contractor regarding safety regulations and compliance while working.
- 8.10 First aid medical facility and arrangements of Ambulance for necessary transportation in emergencies shall be made by Contractor at own cost.
- 8.11 The contractor shall take prior approval from Owner / Consultant for carrying out any work that is not covered in Schedule of items.

**8.12 WORK PERMIT**

**If work is required to be done in working plant area. Permission will have to be taken before start of work on daily basis or specific period as per prevalent conditions.**

**9.0 SITE ORGANIZATION / EQUIPMENT DEPLOYMENT**

Time is essence of Contract. The Tenderer should indicate in his offer the site Organization and construction equipments to be committed for this work, including skilled and unskilled labour deployment. Tenderer shall strictly adhere to the agreed deployment.

**10.0 CONSTRUCTION EQUIPMENT / LIFTING TACKLES, ETC.**

It shall be entirely Contract's responsibility to provide all types of, machineries, testing / checking equipment /tools, equipment, tools, tackles, road roller, paver, vibratory roller, etc. necessary to perform the work in workmanlike, safe and efficient manner and complete the job as per time schedule indicated.

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## CONSTRUCTION SPECIFICATION FOR SPECIAL CONDITIONS OF CONTRACT

---

### 11.0 CONSTRUCTION PROGRAMME

11.1 Joint programme of execution of the work will be prepared by the Owner / Consultant and Contractor. This programme will take into account the time of completion mentioned. In case of any dispute Owner's decision shall be final.

11.2 . The Contractor shall scrupulously adhere to completion targets and programme and shall deploy adequate personnel, construction equipment and aids. The contractor shall give full weight-age to the decision in regard to deployment of manpower, labour, construction equipment and aids by the Owner / Consultant. He shall also procure for himself all the materials under his scope of supply in good time so that no activity of work is adversely affected for want of material and to achieve the target / programmes. In all matters concerning setting out targets, or activities, priority or the weekly and monthly programme and the progress achieved, the decision of the Owner / Consultant will be final and binding on the Contractor. Contractor shall deploy planning engineer who shall carryout only planning function and shall not be utilized for supervision work.

Contractor shall take all steps and measures to achieve the schedule target and programmes. If required Contractor shall work in shifts and round the clock to achieve target completion at no extra cost.

Contractor shall have available manpower generally as per site organization chart. If required, Contractor shall mobilize addition manpower at no extra cost. Contractor should give chart for labour force intended to be deployed.

### 12.0 SCHEDULE OF QUANTITIES

The quantities mentioned against various items are only approximate and subject to deletion / addition / alternation or other variation.

**CONSTRUCTION SPECIFICATION FOR  
SPECIAL CONDITIONS OF CONTRACT**

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**13.0 MEASUREMENT OF WORK AND INVOICING PROCEDURE**

For all purposes, physical measurement will be taken by the Contractor in presence of Owner / Consultant.

13.1 The detailed measurements shall be taken jointly by the Contractor's Representative along with owner's / consultant's Engineer and shall be based on actual site measurements / relevant drawings.

13.2 Owner / Consultant shall verify the measurement; make necessary corrections on the measurement sheets and the abstract of quantities. The corrections are made in red and appear on each copy.

13.3 Based on the above contractor will submit their progress invoice to Owner / Consultant.

13.4 Whenever the items billed have not been as per drawings / specifications the same should be clearly highlighted in the bill.

**14.0 STATUTORY COMPLIANCE**

The Contractor shall strictly follow and comply with all statutory rules and regulations viz., Contract Labour Law, Insurance Coverage under workmen's Compensation Act, PF., Minimum Wages Act, etc.. As applicable as well as safety regulations prevalent at Owner's works.

**15.0 INSPECTION**

The work is subject to inspection at all times by the Owner/ Consultant. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents that will be furnished to him during the performance of the work and the relevant codes of practice.

The Contractor shall provide access lighting and necessary instruments at his own cost for the purpose of carrying out inspection by Client / Consultant.

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## **CONSTRUCTION SPECIFICATION FOR SPECIAL CONDITIONS OF CONTRACT**

---

All result of inspection shall be recorded in the inspection report, Proforma of which will be approved by the Owner / Consultant. These reports shall form part of the completion document.

Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this contract.

### **16.0 COMPLETION TIME**

The work shall be executed strictly as per the time schedule given in this document. The period of Construction given in the time schedule includes the time required for mobilization as well as testing, modification, if any rectification works if called for as per specification and schedule or quantities and completion in all respects to the entire satisfaction or the Owner / Consultant.

Timely completion is the essence of contract. Delay in completion will result a penalty as specified in the contract.

### **17.0 EXTENSION OF TIME**

If the Contractor shall desire for any extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Owner / Consultant within ten days of the date of hindrance

on account of which he desires such extension as aforesaid and the Owner / Consultant shall if in his opinion (which shall be final) reasonable ground have been shown thereof, authorize such extension of time as may in his opinion be deemed necessary and proper.

### **18.0 GUARANTEE**

Contractor shall guarantee satisfactory workmanship for all the work carried out by him for a period of 24 months from I completion.

If during that period, the workmanship is found to be defective, Contractor shall at his own expense, rectify such defects on top most priority, within the mutually agreed period and without any delay.

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*"An ISO 9001:2008 Certified Company"*  
Email : [assampetrochemicals@yahoo.in](mailto:assampetrochemicals@yahoo.in) Tel : +91-374-2500331/518  
PAN: AABCA6913A TAN NO. SHLA00850D CIN : U24116AS1971SGC001339  
PROVISIONAL GST ID NO : 18AABCA6913A1Z6

**CONSTRUCTION SPECIFICATION FOR  
SPECIAL CONDITIONS OF CONTRACT**

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**19.0 COMPLETION DOCUMENTS**

The following documents shall be submitted by the Contract, in triplicate, in the form prescribed by Owner / Consultant as applicable.

- a) Test certificates from manufacturer for construction and any other materials supplied by the contractor.(if required)
  
- b) Material Reconciliation statements.
  
- c) The contractor's final bill shall be accompanied with a "No further claim certificate" stating that no further claims will be raised by the Contractor; all test reports(if any) and other documents shall be submitted with the final bill.
  
- d) Any other records as required by Owner / Consultants from time to time.