

**ENQUIRY DOCUMENT FOR DEMOLITION AND CLEARING OF
DEBRIS AT BOITAMARI**

OWNER: ASSAM PETRO-CHEMICALS LIMITED

PROJECT: 200 TPD FORMALIN PLANT

Enquiry No: - APL/Proj/Civil/Formalin/04/DD/2018/576

LOCATION: BOITAMARI, BONGAIGAON, ASSAM

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SECTION: A**1.0 SCOPE OF ENQUIRY**

- 1.1 The Contractor's scope of work shall cover furnishing all materials, handling of material, Execution as per specifications, equipment, plant, labour, transport, approach roads, tools and all other services necessary for the complete execution of works,
- 1.2 The works are to be carried out at the proposed plant area as directed by Engineer-in-charge. Bidder is advised to visit the site to get acquainted with the existing site condition and to assess the amount of work before submission of the Priced Bid. Contractor shall bring out any variation in the details furnished in this document prior to submission of bid. Any extra claim on account of any variation from the details furnished in this tender document will not be entertained. Contractor shall understand the complete scope of work as stipulated in the Bid Document.
- 1.3 The scope of this enquiry shall consist demolition and clearing of debris as directed by Engineer-in-charge.
- 1.4 If any material has to be disposed off; it shall be as specified by Owner or Engineer in charge.
- 1.5 The various items of work shall be as per the schedule of quantity given in Section C and specification and as directed by the engineer in charge.
- 1.6 All works shall be carried out in accordance with the technical specifications of this document and as directed by Engineer in charge
- 1.7 Any working space required for storing of construction materials, equipment, tools and tackles shall be arranged by Contractor, at his own cost and time. All the materials, tools and tackles required for successful completion and installation of the works shall be in the scope of Contractor.
- 1.8 The Contractor is required to strictly follow all the rules and regulations of Government of India and State of Assam and all local rules and bye-laws, etc.
- 1.9 Bidder shall provide necessary barricading while carrying out the construction works.
- 1.10 The labour colony if required shall be provided by the Contractor outside the plot premises at his own cost.

- 1.11 Construction power and Construction water shall be arranged by the contractor at his own cost including power for labour colony. If Contractor has to set up a DG (Diesel Generator); it has to be as per the Local Statutory Norms.
- 1.12 Price shall be submitted for all items and the quoted price shall be firm. The price shall include all materials, handling of material, plants, machineries and equipment, labour, tools, & services, royalty, transportation but except GST. The tax component as per the statutory requirements to be indicated separately by Bidder as described in Section C.
- 1.13 There is no free issue material to the contractor. Supply of all material, Labour, tools, equipment etc shall be in the scope of the contractor.
- 1.14 Contractor shall ensure local participation to the extent possible for execution of works.
- 1.15 Owner reserves the right to split the contract; however the rates/ prices shall remain valid.
- 1.16 Handing over the site to the complete satisfaction of the Engineer in charge/Owner.
- 1.17 **CERTIFICATION OF UNDERSTANDING OF WORK**

The CONTRACTOR shall certify that he has studied the Work at site and acquainted himself with regards to the overall scope of work, site area, construction methodology to be adopted, materials needed and necessary labour and equipment required to execute the work.

DEFINITION OF TERMS AND VARIOUS SECTIONS OF ENQUIRY DOCUMENT

This specification covers Definitions of Terms used and Description of various Sections in the Enquiry Document.

2.0 DEFINITIONS OF TERMS

- 2.1 The PURCHASER shall mean the APL/OWNER. The PURCHASER shall include his successors and assigns, as well as his authorized officers and representatives. Term OWNER used in some documents shall also mean the PURCHASER.
- 2.2 The BIDDER shall mean the company, firm or party who bids or quotes against the ENQUIRY DOCUMENT.
- 2.3 The VENDOR or the CONTRACTOR shall mean the successful BIDDER whose BID the PURCHASER has accepted and on whom a PURCHASE ORDER or a WORK ORDER has been issued by the PURCHASER. The VENDOR and the CONTRACTOR shall include their successors and assigns, as well as his authorized officers and representatives. Instead of a WORK ORDER being issued, the PURCHASER and the successful BIDDER may alternatively sign a CONTRACT. Normally, the term VENDOR is used for 'Supply of an Item' and the term CONTRACTOR is used where only the site work is involved or site work is also included in the 'Scope of Services' in addition to 'Supply of an Item'. However, the terms the VENDOR and the CONTRACTOR may be interchangeably used in some documents.
- 2.4 The SUB-VENDOR and the SUB-CONTRACTOR shall mean the company, firm or party, named in the PURCHASE ORDER or the WORK ORDER or the CONTRACT, undertaking a part of the supply and/or site work, on whom a part of the PURCHASE ORDER or the WORK ORDER or the CONTRACT has been sublet, with the written consent, of the PURCHASER. The SUB-VENDOR and the SUB-CONTRACTOR shall include their successors and assigns, as well as his authorized officers and representatives.
- 2.5 The INSPECTOR shall mean the authorized representative appointed by the PURCHASER for the purpose of inspection of materials, equipment or site works.
- 2.6 The PROJECT shall mean the project specified in the 'Project Information- General', Section-B of the ENQUIRY DOCUMENT.
- 2.7 The SITE shall mean the actual place of the PROJECT where the material ordered needs to be supplied and/or where the WORK has to be executed under the CONTRACT.

- 2.8 The ENQUIRY DOCUMENT shall mean collectively the 'Covering Letter', or the 'Invitation to Bid' or the 'Notice Inviting Tender' and various Sections viz. A, B, C, D, E and F as applicable. An ENQUIRY DOCUMENT may not necessarily contain all the sections. The Contents Sheet indicates the sections included in an ENQUIRY DOCUMENT and also lists various specification modules contained therein.
- 2.9 The BID shall mean the proposal or the quotation that the BIDDER submits to the PURCHASER and/or the OWNER in response to the ENQUIRY DOCUMENT.
- 2.10 The PLANT or the EQUIPMENT or the WORK shall mean the goods to be supplied or the services to be provided by the VENDOR/SUB-VENDORS or the CONTRACTOR/SUB-CONTRACTORS under the PURCHASE ORDER or the WORK ORDER or the CONTRACT.
- 2.11 The PURCHASE ORDER or the WORK ORDER or the CONTRACT shall mean the document issued by the PURCHASER or jointly signed by the PURCHASER and the CONTRACTOR, authorizing the VENDOR or the CONTRACTOR to supply the PLANT or the EQUIPMENT or execute the WORK as indicated in the PURCHASE ORDER or the WORK ORDER or the CONTRACT.
- 2.12 The ORDER VALUE or the CONTRACT PRICE shall mean the amount of compensation payable by the PURCHASER to the VENDOR or the CONTRACTOR for supply of the PLANT or the EQUIPMENT or execute the WORK as indicated in the PURCHASE ORDER or the WORK ORDER or the CONTRACT.
- 2.13 The DATE OF CONTRACT shall mean the calendar date on which the PURCHASER and the CONTRACTOR have signed the CONTRACT. EFFECTIVE DATE OF CONTRACT may be different from the DATE OF CONTRACT and shall be as mutually agreed to between the PURCHASER and the CONTRACTOR.
- 2.14 The MONTH shall mean a calendar month.
- 2.15 The GUARANTEE/DEFECTS LIABILITY PERIOD or simply the GUARANTEE PERIOD shall mean the period during which the WORK executed by the CONTRACTOR shall give the performance guaranteed by the VENDOR or the CONTRACTOR in the 'Schedule of Guarantees' submitted as part of the BID and subsequently made part of the PURCHASE ORDER or the WORK ORDER or the CONTRACT.
- 2.16 The words APPROVED or APPROVAL used in the ENQUIRY DOCUMENT shall mean, APPROVED BY or APPROVAL BY the PURCHASER or the OWNER. When the words 'Approved', 'Approval', 'Subject to Approval', 'Satisfactory', 'Equal To', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted' or words and phrases of similar meaning are used, the approval, judgment and direction etc., are understood to be a function of the PURCHASER or the OWNER.

- 2.17 The PURCHASER's INSTRUCTIONS shall mean any drawings and/or instructions, oral and/or in writing, details, direction and explanations issued by the PURCHASER or the OWNER from time to time during the CONTRACT PERIOD.
- 2.18 The WRITING shall include any manuscript, typewritten or printed statement, under or over signature and/or seal as the case may be.
- 2.19 The NOTICE IN WRITING or the WRITTEN NOTICE shall mean a notice in written, typed or printed characters sent or delivered personally or otherwise proved to have been received by registered post or courier service to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 2.20 The VENDOR's WORKS or the CONTRACTOR's WORKS or the MANUFACTURER's WORKS shall mean and include the land and other places which are used by the VENDOR or the CONTRACTOR or their SUB-VENDORS or SUB-CONTRACTORS for the manufacture of the PLANT or the EQUIPMENT or executing the WORK.
- 2.21 The VIRTUAL COMPLETION shall mean that all work is completed as directed and the SITE is cleared to the satisfaction of the PURCHASER/ OWNER.
- 2.22 Words meaning 'Persons' shall include Firms, Companies Corporations and other Bodies whether incorporated or not.
- 2.23 Words meaning the 'Singular' shall also include the 'Plural' and vice-versa where the context requires.
- 2.24 Award of Contract shall mean the date of issue of the work / purchase order or date of issue of the letter of intent (LOI), whichever is earlier.

3.0 ENQUIRY DOCUMENT

- 3.1 The Enquiry Document shall mean collectively the 'Covering Letter', or the 'Invitation to Bid' or the 'Notice Inviting Tender' and various Sections viz. A, B, C, D, and E as applicable. An Enquiry Document may not necessarily contain all the sections. The Contents Sheet indicates the sections included in an Enquiry Document and also lists various specification modules contained therein. All these sections need to be considered together for correct understanding and interpretation of the Enquiry Document

3.2 SECTION-A

- 3.2.2 For civil works section-A covers the scope of the Enquiry Document and Instructions to Bidders. It also includes this very specification module which gives Definition of Terms and Various Sections of the Enquiry Document. It also includes Specific Technical Requirements.

3.3 SECTION-B

Section-B is a project-specific section and includes relevant 'Project Information'.

3.4 SECTION-C

3.4.1 Section-C is an Enquiry Document-specific section.

3.4.3 For civil works, Section-C contains Schedule of Quantities.

3.5 SECTION-D

3.5.1 Section-D includes Special Condition of Contracts.

3.6 SECTION-E

Section-E includes general specifications like:

- (a) General Conditions of Contract
- (c) Engineering Documents and Terms of payment
- (d) Progress Schedule and Reports
- (e) Health and Safety Requirements for Site Work

3.7 SECTION-F

Section-F includes schedules to be filled-in and submitted by the Bidder along with the Bid. Some of the typical schedules are listed below:

(a) Schedule of Deviations from Technical Specifications

(b) Schedule of Deviations from General Conditions

3.8 The BIDDER shall be deemed to have carefully examined complete Enquiry Document and to have fully informed and satisfied himself as to the details, nature, character and quantities of the work to be carried out, site conditions and other pertinent matters and details.

3.9 The Bidder, before submission of the Bid, shall bring any other contradiction in the Enquiry Document, which is not resolved above, to the notice of the PURCHASER/OWNER. Such contradictions need to be resolved by the PURCHASER/OWNER before the Bid Due Date.

3.10 It is the intent of the Purchaser to incorporate the Enquiry Document as part of the Purchase Order or the Work Order or the Contract.

CHECK LIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with this duly filled in, signed & stamped checklist **with each copy of the “Techno-Commercial bid”**.

I. CONFIRM THE FOLLOWING (tick the box):

(1.0) Bid / Offer have been neatly punched & differently filed as Integrity Pact &/or BID Fee & /or EMD File, Commercial Bid file, Technical Bid file and Priced Bid file with required number of copies (Refer Appendix – I). Offer submitted in loose / stapled papers and / or insufficient documents / details / copies as mentioned in above Appendix will not be accepted and may lead to rejection of bid

YES

(2.0) All pages of the bid have been page numbered in a sequential manner at the bottom right portion in a format (page no.)

YES

(3.0) Complete ENQUIRY document (original) duly signed and stamped by the Bidder in token of having received and read all the parts of the Bidding documents and having accepted and considered the same in preparing and submitting the Bid and submission of an undertaking that no pages have been altered / changed with respect to the ENQUIRY documents and all subsequent amendments

YES

Corrigendum / Addendum / Amendment (if applicable) along with its Compliance

(4.0) letter, submitted duly signed and stamped on each page

YES

(5.0) Declaration By Bidder regarding whether he is a Director or is related to any Director of owner firm, present or retired within the past three years

Submitted

II. Please tick relevant box and ensure compliance:

(1.0) Per-Forma of Declaration of blacklisting / holiday listing

Submitted

(4.0) BID Fee (if applicable) as mentioned in the Bid.

Submitted

Not Applicable

Bidder Name, Sign & Company Seal

(5.0) EMD (if applicable) as mentioned in the Bid.

Submitted

Not Applicable

(6.0) Integrity Pact (if applicable) as mentioned in the Bid.

Submitted

Not Applicable

(6.0) Power of Attorney in Favor of the person who has signed the bid on stamp paper.

Submitted

Not Applicable

(7.0) Partnership Deed in case of partnership firm

Submitted

Not Applicable

(8.0) Present/ Concurrent Commitments as mentioned in the Bid

Submitted

(9.0) Schedule of Deviations from General conditions as per ITB

Submitted

(10.0) Commercial Details/ Documents specified in the Bid

Submitted

(11.0) PAN Details, Income tax return (ITR) copy for Last three financial year, solvency certificate, GST registration certificate

Submitted

(12.0) Financial balance sheet, profit and loss account, for last three financial years as per bid document.

Submitted

Not Applicable

(13.0) Information about Bidder and details of similar work done

Submitted

Bidder Name, Sign & Company Seal

(14.0) Trade license & MOA (Member of Association) & AOA (Articles of Association) or Partnership deed or firm registration certificate

Submitted

(15.0) Average Annual Turn Over for last three Financial Year

Submitted

(16.0) Latest audited annual report

Submitted

(17.0) Work Order with Completion Certificates

Submitted

(18.0) Details of tool, tackles & equipment available with bidder for use in this work

Submitted

(19.0) Manpower Statement

Submitted

Bidder Name, Sign & Company Seal:

III. CHECK LIST FOR ONLINE SUBMISSION OF BID

Sl No	ENVELOPE	FILE NO.	TITLE FILE CONTENT	FILE CONTENT
1	Cover - 1	PDF File 1	Integrity Pack & EMD	Duly filled, Signed & Stamped copy of Integrity Pack &/or Bid Fee &/or EMD Document, if applicable as per ITB.
		PDF File 2	Un-priced Complete BID Document	Un-Priced Bid containing following documents: i. Un-priced Bid Commercial Bid ii. Technical Bid iii. ENQUIRY document duly stamped and signed on each page iv. Other Supporting Documents
3	Cover - 2	PDF File 1	Price Bid	Price Bid containing Schedule of Rates & Quantities with duly filled prices.

Bidder Name, Sign & Company Seal:

SECTION-A**INSTRUCTION TO BIDDERS****1 INTRODUCTION**

1.1 Assam Petro-Chemicals Limited, a public Sector Undertaking under the State Govt. of Assam, India was set up in the year 1976 with facilities for production of 30 TPD of Methanol and 50 TPD Formaldehyde based on Natural Gas (NG). After establishing itself as a successful Company in the Petrochemical Sector, the Company expanded the business by setting up a new Methanol plant of capacity 100TPD based on I.C.I. Technology in the year 1986 and a new Formaldehyde plant of capacity 100 TPD with technology from DERIVADOS, Spain which has then been revamped to 125 TPD in the year 2012. The Company has ever since been running with excellent operational and financial performances achieving capacity utilization from the plant at the level of 95 to 100% on yearly basis and consistently earning profit. The Company now intends to further expand the business by setting up a new 500 TPD Methanol Plant & 200 TPD Formaldehyde Plant and then to go for setting up plants for downstream value added products like D.M.E, V.A.M, Polyvinyl Acetate, Polyvinyl Alcohol etc. to establish itself as a major Petrochemicals Complex in the region.

1.2 The site for the New Plant:

The new 200 TPD Formaldehyde Plant will be set up at Boitamari in Western Assam.

Approach to site:

The site is located at Bongaigaon District in the state of Assam. The nearest railway Station is New Bongaigaon Station and is at a distance of 21 KM. The Station has siding facilities suitable for handling Project equipments. The Railway Track is Broad Gauge.

1.3 The Plot area has an existing Natural ground level of 62.6 m from the MSL. The project site is situated in an Earthquake prone region of Zone V.

1.4 Assam Petrochemicals invites sealed bids under two bid system for the entire work covered in the bidding document. All bids are to be completed and returned in accordance with ENQUIRY requirements within the duration as mentioned below.

2 IMPORTANT POINTS TO BE NOTED**2.1 Salient Features of online submission of Bids**

Sl. No.	Description	Remarks
a)	Bidding Document along with Addendum / Time Extension etc. (if any) available on Websites (for viewing & downloading)	Assam Government procurement portal website https://assamtenders.gov.in/nicgep/app OR APL's website www.assampetrochemicals.co.in
b)	Bid Download and Submission made available for the Bidder on the above website for the period	15/06/2018 to 05/07/2018
c)	Last Date and time for submission of Online Bids (DUE DATE)	Up to 15:00 Hrs. (IST) on 05.07.2018 , only at Government of Assam Public Procurement Portal https://assamtenders.gov.in/nicgep/app
d)	Place of Submission of 1 sets of Original authenticated Un-price Bid (Hard Copy) and EMD	GM (Project) Assam Petro-Chemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India) Tel - +91 374 2500331
e)	Online opening of Techno-Commercial Bid.	15:00 Hrs. (IST) on 06.07.2018.
f)	Contact Person with details for any clarifications	Mr. Nava Bikash Borah, Sr. Manager(MM) Or Mr.K.B Chetry, Sr. Manager(Civil-Proj) Assam Petro-Chemicals Limited P.O. Parbatpur, Namrup Dist. Dibrugarh, Pin – 786623, Assam (India) Mob. No. +91-9435139178 Email – borah.nb@assampetrochemicals.co.in – chetry.kharka@assampetrochemicals.co.in
g)	Bid Validity	3 months from the DUE DATE or EXTENDED DUE DATE
h)	Tender Fee	Not applicable
i)	Earnest Money Deposit	Rs. 96,200 (Rupees Ninety Six Thousand two Hundred) only

- 2.2 Bidder to submit duly filled, stamped & signed copy of Integrity Pact along with the offer.
- 2.3 Earnest Money Deposit (EMD): Rs. 96,200 (Rupees Ninety Six Thousand two Hundred) only in the form of Demand Draft (**DD**) (from Nationalised Bank) in favour of “Assam Petro-Chemicals Limited” at the State Bank of India, Namrup Branch, Namrup 786623 or non-revocable Bank Guarantee (**BG**) from Nationalised Bank as per the APL format (Annexure-I).EMD shall not bear any interest.
- 2.4 EMD validity (For BG Only): EMD shall initially be valid for 6 months from the due date for bid submission. Bidder shall extend EMD Validity on its expiry as per requirement of APL till the order is not placed on Vendor / Contractor (Successful Bidder); failing to provide Extension in EMD Validity shall lead to rejection of bid.
- 2.5 Refund of EMD: After acceptance of order by Vendor / Contractor (successful bidder), APL shall return the EMD to all unsuccessful bidders. EMD shall be returned to the Vendor / Contractor (successful bidder) after its submission of the security deposit of required amount and in stipulated time.
- 2.6 Price Bid Opening: Will be intimated later to the techno-commercially acceptable bidders.
- 2.7 The hard copy of techno-commercial offers submitted by bidders shall be either neatly spiral bounded or hard bounded. Offers submitted in loose/stapled papers will not be accepted.
- 2.8 In addition to the documents submitted online in the e-tendering portal, bidders are requested to submit hard copies of techno-commercial documents along with EMD and Integrity pact within 7 days of the last date of submission of bid or as may extended date of submission of bid. The offers submitted by bidders shall be either neatly spiral bounded or hard bounded. Offers submitted in loose/stapled papers will not be accepted. No price related information is required to be submitted along with the documents as mentioned above
- 2.9 BID Fee: Nil
- 2.10 Total duration of works shall be **4 (Four) months** from the date of award of contract. In case of the job is delayed beyond the stipulated completion period LD as per described in the SCC clause 6.1 and GCC clause 5.9 shall be imposed.
- 2.11 Bid Submission Address (Hard Copies):

To,

The General Manager (Project)

Assam Petro-Chemicals Limited,

Namrup, P.O- Parbatpur.

Dibrugarh Assam

Pin786623

3 BIDDER'S QUALIFICATION CRITERIA**3.1 COMMERCIAL & FINANCIAL**

- 3.1.1 Average Annual Financial Turnover during the last 3 years, ending 31st March, of the previous financial year, should be less than Rs 14,43,000.00 (Fourteen lakh forty-three thousand) only.
- 3.1.2 The bidder shall have earned a net positive profit for the last three consecutive years
- 3.1.3 The financial net worth of the bidder as per latest audited annual report shall be positive.
- 3.1.4 Balance sheet and profit and loss account of last three years (Audited)
- 3.1.5 GST registration certificate (REG 6)
- 3.1.6 Income tax return of last 3 years
- 3.1.7 Trade license & MOA & AOA or Partnership deed or firm registration certificate
- 3.1.8 Bank Solvency certificate

3.2 TECHNICAL

- 3.2.1 Bidders shall have experience in last five years of having successfully carried out and completed similar work during calculated from the month previous to the one in which applications are invited, which experience should be any one of the following:
 - a) Three similar completed works, each costing not less than amount of Rs.19,24,000.00 (Rupees Nineteen lakh twenty-four thousand) only.
 - b) Two similar Completed Works, each costing not less than the amount Rs.24,05,000.00 (Rupees Twenty-four lakh five thousand) only.
 - c) One similar completed work costing not less than the amount Rs.38,47,000.00 (Rupees thirty-eight lakh forty-seven thousand) only.

4 BIDDERS WHO CAN BID

- 4.1 Parties who are affiliates of one another can decide which affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to the consortium, and in which case the conditions applicable to a consortium shall apply to them.
- 4.2 "Affiliate" of a party shall mean any company or legal entity which:
 - a) Controls either directly or indirectly a party, or
 - b) Which is controlled directly or indirectly by a party, or
 - c) Is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a party. "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.

4.3 Bid may be submitted by:

- a) A single person / entity (called sole bidder)
- b) A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business.
- c) A consortium (including an unincorporated JV) having a maximum of 3 (three) members;
- d) An Indian arm of a foreign company.

4.4 Fulfillment of pre-qualification Criteria and certain additional conditions in respect of each of above 4 types of bidders stated below, respectively:

- a) The sole Bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each pre-qualification criterion.
- b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfill each eligibility criteria or any one constituent member / promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member / promoter fulfils each eligibility criteria, then this member / promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter / guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the member / promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, and undertaking not to withdraw from the JV till completion of the work, etc.
- c) In case the bidder(s) is / are a consortium (including an unincorporated JV), then the following conditions shall apply:
 - i. Each member in a consortium may only be a legal entity and not an individual person;
 - ii. The bid shall specifically identify and describe each member of the consortium;
 - iii. The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
 - iv. One participant member of the consortium shall be identified as the “prime member” and contracting entity for the consortium; this prime member shall be solely responsible for all aspects of the bid / proposal including the execution of all tasks and performance of all consortium obligations;
 - v. The prime member shall fulfill each eligibility criteria;
 - vi. A commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the

- role of the member in the bid and the member's commitment to perform all relevant tasks and obligations in support of the prime / lead member of the consortium and a commitment not to withdraw from the consortium till completion of all ENQUIRY obligations;
- vii. No change shall be permitted in the number, nature or share holding pattern of the consortium members after pre-qualification, without the prior written permission of the owner.
 - viii. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
 - ix. No consortium member shall hold less than 25% stake in a consortium;
 - x. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
 - xi. Any person or entity can bid either singly or as a member or only one consortium.
- d) In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, the foreign bidder shall have to fulfill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of equipment, machinery, material or plant or completion of the work in all respects and as per the warranties / guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter / guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the works, etc.

4.5 BIDDING DOCUMENTS

- 4.5 The bidder is expected to examine the bidding documents, including all instructions, forms, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Drawings and other ENQUIRY documents and to fully familiarize itself with the requirements of the bidding documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.
- 4.6 Immediately on receipt of Bidding Document, Bidder shall acknowledge the receipt and confirm his intention to bid for the ENQUIRY work / scope of supply as per the Acknowledgement format given in Bidding Document.

5 DUE DATE FOR SUBMISSION OF BIDS

- 5.1 As indicated in item clause no. 2 above, the bid is to be submitted online at e-tendering portal <https://assamtenders.gov.in/nicgep/app> on or before the bid due date and time. The hard copies of the un-price bid must be received by the designated authority within 7(seven) days from the bid due date & time.
- 5.2 APL may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the APL and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.
- 5.3 Any request for due date extension shall be received to APL 48 hrs in advance to bid due date in writing clearly indicating the reason for extension. APL will determine to its subjective satisfaction whether the bidder extension request based on the reason mentioned by the bidder to be accepted or not and such determination shall not be open to question.

6 MODIFICATION & WITHDRAWAL OF BIDS

- 6.1 The bidder may resubmit his bid more than once but the e-tendering system will consider the latest submitted bid.
- 6.2 The e-tendering system will give acknowledgement on valid submission of Bid

7 LATE BIDS

- 7.1 The e-tendering system will not accept any bid after due date and time.

8 BID VALIDITY

- 7.1 Bids shall remain valid for a period as indicated in Sr. no. 2 above.
- 7.2 Notwithstanding the above, APL may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (by fax/ email).
- 7.3 A bidder accepting the request for extension shall not be permitted to modify his bid because of the extension, unless specifically invited to do so.

9 BID EVALUATION CRITERIA

- a. Bid Evaluation Criteria is covered under section C - "Special Conditions of Contract (SCC)".

10 BID REJECTION CRITERIA

- a. Prior to detailed bid evaluation, APL/OWNER will determine the substantial responsiveness of each bid with respect to the bidding documents. A substantially responsive bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A

material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the bidding documents, the APL's rights or the bidder's obligations as envisaged in the bidding documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by APL/OWNER.

- b.** The bidders shall adhere to the following provisions of the Bidding Document without taking any deviations, failing which the Bid shall be considered to be non-responsive and may be rejected.
- (a) Non-responsive bid as mentioned in clause no. 11.1 above.
 - (b) Non Meeting Pre-Qualification criteria
 - (c) Defect liability period.
 - (d) Bids with Price variation clause (PVC)
 - (e) Non-Submission of EMD, if applicable
 - (f) Non-Submission of Integrity Pact, if applicable along with the un-priced offer / on or before the bid due date & time as instructed in this Enquiry
 - (g) Non-submission of Pre-filled agreed terms and conditions along with the un-priced offer / on or before bid due date & time.
 - (h) Submission of prices with erasures or corrections or using white fluids.
 - (i) Submission of Prices / rates in SOQ / SOR in un-priced bid.
 - (j) Bids submitted in loose / stapled papers
 - (k) Rejection note as mentioned under various clauses of this ENQUIRY document
 - (l) Incomplete and delay submission of bid
 - (m) Non Submission of GST rate in price bid and un-price bid.

11 CLARIFICATIONS ON BID

- 11.1 Clarifications that the Bidder needs to have on the ENQUIRY specification can be sought from APL in writing within one week from the date of issue of this enquiry.
- 11.2 Bidders requesting clarifications beyond one week from the date of issue of this enquiry will not be entertained. Non-receipt of clarifications from APL for queries raised beyond one week will not be considered for extension of time to submit the bid.
- 11.3 All such correspondence shall be routed to the following address in an envelope "Clarifications for Enquiry No. "APL/Proj/Civil/Formalin/04/DD/2018/576"

To,

Assam Petro-Chemicals Limited,
Namrup, P.O. Parbatpur
Dibrugarh, Assam
Pin 786623

Contact Person: Mr. Atul Ch. Barman,
GM, (Project)
Tel. No.: 0374-2500331
Fax. No.: 0374-2500231
Email: barman.ac@assampetrochemicals.co.in

Mr. K.B Chetry
Sr.Manager (Civil-Project)
Email: chetry.kharka@assampetrochemicals.co.in

11.4 Written queries only shall be replied.

12 OPENING OF TECHNICAL & UN-PRICED COMMERCIAL BIDS

12.1 Technical and un-priced commercial bids shall be opened at Project office of APL, Namrup office on the due date as mentioned in clause no. 2.1 of Section : A (INSTRUCTION TO BIDDERS) in presence of the bidder's representatives. Only the name of the bidders who have responded to the enquiry will be read before the bidder's representatives(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder's representative(s) who choose to attend should carry along with them duly filled, signed and stamped "Performa of letter of authority for attending Technical Bid Opening" and submit it to APL before opening of the Un-priced bid. Bidders who are present during Un-priced bid opening shall sign un-priced bid opening statement evidencing their attendance. If bidder is placed on holiday / blacklisted after issue of enquiry but before un-priced bid opening, their Un- priced bid will not be opened.

13 OPENING OF PRICE BIDS

13.1 Techno-Commercially acceptable bidders will be short listed by APL/OWNER for opening of price part of their bids. Date, time and venue for opening of price bids will be informed to the short listed bidders subsequently. Only the final bid cost will be read before the bidder's representative(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder's representative(s) who choose to attend should carry along with them duly filled, signed and stamped "Performa of letter of authority for attending Priced Bid Opening" and submit it to APL before opening of the priced bid. Bidders who are present during priced bid opening shall sign priced bid opening statement evidencing

their attendance. If the bidder is placed on holiday / blacklisted after opening of un-priced bid but before opening of priced bid, their price bid will not be opened.

14 COMPLETE SCOPE OF WORK

- 14.1 The complete scope of work has been defined in the bidding documents. Only those bidders who take complete responsibility and who bid for the individual item wise total scope of work as contained in the bidding document shall be considered for further evaluation.
- 14.2 Waiver of deviations and conditions (if any), should be submitted by the Bidders before the opening of the Priced Bid failing which the Priced Bid of concerned Bidder shall not be opened.

15 AMENDMENT OF BIDDING DOCUMENTS

- 15.1 At any time prior to the deadline for submission of bids as well as up to priced bid opening, APL may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding documents.
- 15.2 The modifications/amendment will be notified through Addendum /Corrigendum in e-tendering portal <https://assamtenders.gov.in/nicgep/app> & APL's website www.assampetrochemicals.co.in. Bidders shall confirm the inclusion of Addendum / Corrigendum in their bid and shall follow the instructions issued along with addendum / corrigendum.
- 15.3 Bidders shall examine the Bidding documents thoroughly and inform APL of any apparent conflict, discrepancy or error, so that APL may issue appropriate clarification(s) or amendment(s), if required.

16 SITE LOCATION / SITE VISIT

- 16.1 The bidder may at its own discretion can examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the Contract. Claims of any kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.

17 BIDDING DOCUMENTS AND DEVIATIONS

- 17.1 It is expected that bidders will submit bids strictly based on the terms and conditions and specifications contained in the bidding documents and will not stipulate any deviations. However, become unavoidable, deviations should be separately and specifically stipulated only in the "Deviation Sheet". Deviations mentioned anywhere else in the offer other than the "Deviation Sheet" shall not be acceptable and shall not

be considered for bid evaluation. APL reserves the right to reject as non-responsive any bid containing major deviation(s).

18 LANGUAGE OF BIDS

- 18.1 The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and APL/OWNER, shall be written in English language only.
- 18.2 Any printed literature furnished by the bidder may be written in any other language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

19 PRICE BID

- 19.1 The item wise Bid prices (if applicable) shall be filled in the "Format for Submitting Prices".
- 19.2 Bidders shall quote indicating basic cost in priced bid only which is inclusive of all taxes, duties, levies, royalties, octroi applicable, packing & forwarding charges, transportation charges etc but exclusive of GST.
- 19.3 This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected.
- 19.4 The prices quoted by the bidder shall remain firm and fixed and shall be valid until completion of the Contract and shall not be subject to variation/ escalation on any account except as otherwise specifically provided in the Contract documents.
- 19.5 A Counter trade proposals shall not be considered in the evaluation of Bids or otherwise.
- 19.6 It shall be the duty of the supplier to duly observe and perform all laws, rules, regulations, royalties, orders and formalities applicable to Goods & Service tax (GST) on the import, manufacture, sale and/or supply of any material to APL/OWNER and performance of the works under the Contract. The supplier/contractor shall keep APL/OWNER indemnified from and against any and all claims, demands, prosecutions, actions, royalties, proceedings, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, royalties, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.
- 19.7 The bidder shall indicate the total quoted price both in figures as well as in words in the format for submitting prices.

- 19.8 In case of unsolicited price implication, such offer of Bidder shall not be considered for evaluation and ordering

20 FORMAT AND SIGNING OF BID

- 20.1 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person signing the bid. The name and position held by each person signing must be typed or printed below the signature.
- 20.2 The Un-priced bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case, such corrections shall be signed in full by the person or persons signing the bid. However the Priced bid shall not contain interlineations, erasures or overwriting.
- 20.3 In case if the bidder is a Company governed by the Companies Act 2013,(erstwhile Companies Act 1956) a Board Resolution shall be accompanied for the person signing the bid and also for the person attending the bid Over / Opening and above the requirement as stated.
- 20.4 In case if the bidder is a partnership firm / JV firm, Power of attorney having the signature of all the partners / members shall be accompanied for the person signing the bid and also for the person attending the bid over / Opening.

21 ALL PAGES TO BE INITIALLED

- 21.1 All signatures in bids shall be dated and shall bear a seal of the bidder and/or authorized representatives. In addition, all pages of the bids before submission of the bid shall be initialed at lower right hand corner by the Bidder or by a person holding a Power of Attorney authorizing him to sign on behalf of the Bidder. The un-priced technical bid shall include all pages of ENQUIRY (commercial part and technical part) duly signed and stamped by the bidder.
- 21.2 The Bidder shall sign and affix its seal on all pages of the Priced bid on lower right hand corner by him or by an authorized person holding a power of attorney.

22 CORRECTIONS AND ERASURES

- 22.1 Bidders are required to fill in the ENQUIRY documents with due care so as to avoid any cuttings/corrections/alterations in the entries made in the ENQUIRY papers.
- 22.2 Un-priced Bid: In case any corrections are required, the original writings shall be neatly cut/ penned through and re-written nearby. No overwriting or erasure of original writings by use of 'white fluid' or the like is permitted. In case any erasure

using 'white correcting fluid' is found, the ENQUIRY may be liable to be rejected. All cuttings/ corrections/ alterations shall be signed in full by the BIDDER with date. Numerical figures shall be written both in figures as well in words.

22.3 Priced bid shall not contain interlineations, erasures or overwriting.

23 CLARIFICATIONS ON BIDS

23.1 To assist in the examination, evaluation and comparison of bids, APL may, at its discretion, ask the bidder for a clarification of his bid. All responses to a request for clarification shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by APL. Bidders not responding to clarification / Queries raised by APL on bids within the stipulated time will not be considered further for evaluation and bids will be rejected.

24 TECHNO-COMMERCIAL EXAMINATION OF BIDS

24.1 APL will examine or cause to be examined the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 APL will determine to its subjective satisfaction whether the bidder has submitted a responsive bid and is qualified to satisfactorily perform the work, and such determination shall not be open to question.

24.3 The determination will also take into account the bidder's financial and technical capabilities, as well as such other qualifications as APL deem necessary and appropriate.

24.4 Bidder(s) techno-commercially accepted will only be communicated for price bid opening.

24.5 Bidder(s) who qualify for the award of contract as per criteria of this BID will only be communicated for the award of contract & subsequent LOI / PO will be issued to them.

25 REBATE

25.1 No suo-moto reduction in price(s) by bidders is permissible after opening of the bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

26 CONTACTING APL/OWNER

26.1 A bidder shall not contact APL/OWNER on any matter relating to his bid from the time of bid opening to the time that the Contract is awarded, unless requested to do in writing. Any effort by a bidder to influence APL/OWNER in APL/OWNER's

decisions in respect of bid evaluation or contract award will result in the rejection of that bidder's bid.

27 APL'S RIGHT TO ACCEPT/REJECT BIDS

- 27.1 APL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the ground of APL's of its sole discretion.
- 27.2 APL shall not be obliged to award the Order / Contract to the lowest evaluated bidder if APL apprehends that it will not be in the interest of APL to award the Order / Contract at the lowest evaluated price or to the lowest evaluated bidder.

28 PREPARATION OF BIDS - TWO BID SYSTEM

- 28.1 The bidder is required to prepare bid in a format as outlined in Checklist for Submission of Bid” in order to achieve the objective of maintaining a uniform proposal structure from all bidders.

29 CONFIDENTIALITY OF DOCUMENTS

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

30 SUBMISSION OF BIDS

Bidder(s) will be required to submit the bids online in e-tendering portal <https://assamtenders.gov.in/nicgep/app> as described in “**III. CHECK LIST FOR ONLINE SUBMISSION OF BID**”.

The original copies of the Un-price bids are required to be submitted within 7(seven) days from the Bid due date and time to the address given below:

To
The General Manager (Project)
Assam Petro-Chemicals Limited,
Namrup, P.O. Parbatpur
Dibrugarh, Assam
Pin 786623

- 30.1 The bidders shall ensure submission of prices without any erasures. Bidders shall also specify total bid price, wherever applicable, in figures as well as in words
- 30.2 Bidder shall indicate Taxes and duties in Prefilled ATC (if applicable) / SOP only. If Bidder indicates taxes & duties elsewhere, it will not be considered for evaluation
- a) Cover Envelope containing documents for submission of **hard copies of Bid:**
- b) Envelope 1 : EMD & Integrity Pact

- c) Envelope 2: Un-Priced Bid, Technical Bid & ENQUIRY document duly stamped and signed on each page including other Supporting Documents.

- 30.3 Each envelope shall be super scribed with the names of documents it contains.
- 30.4 The bidders shall ensure submission of prices without any erasures. Bidders shall also specify total bid price, wherever applicable, in figures as well as in words.
- 30.5 Bidder shall strictly follow above mentioned bid submission procedure, failing to which may lead to rejection of bids.

31 OTHER DOCUMENTS & REQUIREMENTS

The Bid, as submitted will consist of the following:

- 31.1 Complete Set of ENQUIRY documents duly filled in, signed and stamped by the bidder as prescribed in different clauses of ENQUIRY documents.
- 31.2 Power of Attorney or a true copy thereof duly attested by Gazette Officer in case a representative that has signed the ENQUIRY is a person not competent / authorized and bind the bidder.
- 31.3 Bidder shall strictly follow instructions in this section for submitting the envelopes with clearly written information on outside of the envelope, failing which APL will assume no responsibility for the misplacement or premature opening of the envelopes.

32 ORDER OF PRECEDENCE

- 32.1 The following order of precedence shall be followed in case of any conflict between various parts of the ENQUIRY specifications:
- i. Corrigendum, if any
 - ii. Instructions to Bidders
 - iii. Technical Specification, drawings & datasheets
 - iv. Special Conditions of Contract
 - v. General Conditions of Contract

The Bidder shall bring to the notice of APL any such variations / conflicts between various parts of the ENQUIRY and obtain approval before proceeding with such information for engineering/design.

ANNEXURE – I

PERFORMA FOR EMD

In consideration of Assam Petro-Chemicals Limited, having its Registered Office at Orion Place, 4th floor, Mahapurush Srimanta Sankardev, Path, Guwahati-5, Assam, India (hereinafter called ‘ the Owner’ which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed to exempt M/s (Hereinafter called ‘the said Tenderer (s)’ which expression shall unless repugnant to the subject or context includes his successors and assigns) from the demand under the terms and conditions of tender no. for hereinafter called ‘the said Tender’ of such earnest money deposit for the due fulfilment by the said Tenderer (s) of the terms and conditions contained in the said tender..... foron production of bank guarantee for an amount of Bank hereinafter referred to as ‘the bank’ do hereby undertake to pay to the owner and amount not exceedingagainst any loss or damage caused to or suffered or would be caused to or suffered by the said owner by reason of any breach by the said Tenderer (s) of any of the terms and conditions contained in the said tender (the decision of the owner as to any such breach having been committed and loss suffered shall be binding on us).

1. We..... Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the owner stating that the amount claimed is due by way of loss or damage caused to or would cause to or suffered by the owner by reason of any breach by the said Tenderer (s) of any of the terms and conditions contained in the said tender or by reason of the said Tenderer’s failure to keep the tender open. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.only.

2. We..... Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer (s) and/or till all the dues of the owner under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer, of the owner certifies that the terms and conditions of the said tender

Assam Petro-Chemicals Limited

Namrup, Assam

Enquiry Document No

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have been fully and properly carried out by the said Tenderer (s) and accordingly discharges the guarantee. Above provisions are applicable subject to validity mentioned in para 4 (b).

3. We _____ Bank undertake not to revoke this guarantee during the currency except with the previous consent of the Owner in writing. Upon expiration of this Guarantee, this document is to be returned to the Bank for cancellation.

4. NOTWITHSTANDING anything contained herein above,

a. Our liability under this guarantee shall be restricted to an amount of Rs.only This guarantee shall be valid up to _____.

c. The Bank shall be released and discharged from all liability under this guarantee unless a written claim or demand is received by the Bank on or before _____ . (Claim period to be 30 days after the expiry of Bank guarantee validity)

The Bank hereby declares that it has the power to issue this guarantee and the undersigned has fully power to do so.

Dated..... day of..... 20.....

Corporate seal for bank

SPECIFIC TECHNICAL REQUIREMENTS**CONTRACTOR SHALL COMPLY TO THE FOLLOWING TECHNICAL REQUIREMENTS**

- 1.1. Within 10 days of receipt of Letter of Intent (LOI) the Contractor shall submit a detailed methodology for carrying out all works as per the scope of the tender, details of main equipments, procurement specifications for all materials to be procured which shall be approved by the Engineer in charge before placement of order. These submittals shall be consistent with the general information submitted by the Contractor with his Tender and with modifications, if any, subsequently agreed to by the Engineer-in-Charge and the Contractor.
- 1.2. The Contractor shall take into account the peak demand on materials according to the approved construction schedule.
- 1.3. Contractor shall ensure that all necessary construction tolerances shall be adhered during construction as specified in the drawing/Technical specifications or as per relevant IS standards and/or as directed by the Engineer in charge.
- 1.4. Contractor shall submit necessary material consumption calculations which shall be approved by engineer in charge during execution of work.
- 1.5. Contractor to ensure that all concrete properties are achieved as specified in IS code. And also acceptance criteria of concrete shall be based on IS 456 and other relevant IS codes
- 1.6. All masonry works shall be carried out with cement mortar mix prepared using nominal Mix.
- 1.7. Bidders shall be deemed to be fully conversant with the Specifications including technical specifications, drawings, general conditions, instructions to bidders, etc and all terms and conditions of the Invitation to Bid. The Bid shall be prepared and submitted strictly in accordance with the requirements of this bid document. No deviations with Specifications, general conditions, etc, are allowed.
- 1.8. Technical Specifications of Materials
 - 1.8.1 **SUB-SOIL DATA**

The OWNER has briefly carried out the soil investigations. However, Bidder is advised to visit the site and get acquainted with the site conditions, etc.
 - 1.8.2 Unless separately provided for in the Schedule of quantities, dewatering is deemed to have been included in the unit rates quoted for excavation. If separately provided for, the unit of measurement shall be as indicated in the schedule of quantities.
 - 1.8.3 **ACCESS ROAD** : Roads, whether of temporary or other nature, required to be constructed for access and for movement of men, materials, equipment, transport vehicles, vehicles carrying fill material etc. to or over borrow areas and/or to or over areas on which fill has to be deposited shall be constructed by the Contractor at his

cost. Such costs shall be deemed to have been included in the unit rates quoted by the Contractor. Such access in roads shall be maintained in good condition during all seasons to ensure completion of work according to time schedule.

1.8.4 Unless separately provided for in the Schedule of quantities, dewatering is deemed to have been included in the unit rates quoted for excavation. If separately provided for, the unit of measurement shall be as indicated in the schedule of quantities.

1.8.5 Unless separately provided for in the Schedule of quantities, dewatering is deemed to have been included in the unit rates quoted for excavation. If separately provided for, the unit of measurement shall be as indicated in the schedule of quantities.

1.8.6 GENERAL

1.8.7 ENGINEER shall have the right at all times to inspect all operations including the sources of materials, procurement, layout and storage of materials, the concrete batching and mixing equipment, and the quality control system. Such an inspection shall be arranged and ENGINEER's approval obtained, prior to starting of concrete work. This shall, however, not relieve CONTRACTOR of any of his responsibilities. All materials, which do not conform to this specification, shall be rejected.

1.8.8 Materials should be selected so that they can satisfy the design requirements of strength, serviceability, safety, durability and finish with due regards to the functional requirements and the environmental conditions to which the structure will be subjected. Materials complying with codes/standards shall only be used. Other materials may be used after approval of the ENGINEER and after establishing their performance suitability based on previous data, experience or tests.

PEROFORMA FOR BID SUBMISSION LETTER

Contractor’s Ref.: _____

Date: _____

To, Assam Petro-Chemicals Limited,

Namrup, P.O- Parbatpur.

Dibrugarh, Assam

Pin786623

Contact Person: Mr. Atul Ch Barman

GM (Project)

Tel. No.: 0374-2500331

Fax. No.: 0374-2500231

Email: barman.ac@assampetrochemicals.co.in

Mr. K.B Chetry

Sr.Manager (Civil-Project)

Email: chetry.kharka@assampetrochemicals.co.in

Sub: Enquiry No- APL/Proj/FormalinII/Civil/DB/2018/440

Dear Sir,

With reference to the above invitation by APL we have examined the ITB and related annexure for the above WORK downloaded from your website. We hereby offer to provide the services in conformity with the said ITB conditions and related annexure as per terms and conditions specified in the BID DOCUMENT.

We undertake to carry out the work as per the time schedule in the ITB.

We understand that APL is not bound to accept the lowest of the BIDs received and may reject all or any BID without assigning any reason thereof.

We hereby agree that unless and until a formal agreement is prepared and executed in accordance with the conditions of CONTRACT, this ITB together with your written letter of acceptance thereof (i.e. LETTER OF INTENT) in case our bid is accepted shall constitute a binding CONTRACT between us.

Yours faithfully,

Signature:

Name:

Company’s name:

Address:

Dated:

Name of Directors/partners of the Company

(1).....(2).....(3)

Assam Petro-Chemicals Limited

Namrup, Assam

Enquiry Document No
APL/Proj/Civil/Formalin/04/DD/2018/576

PROFORMA OF LETTER OF AUTHORITY FOR ATTENDING PRE-BID MEETING

Bidder's Ref.....

Date:

TO,
Assam Petro-Chemicals Limited,
Namrup. P.O- Parbatpur.
Dibrugarh. Assam
Pin786623

Contact Person: Mr. Atul Ch Barman,GM(Proj)
Tel. No.: 0374-2500331
Fax. No.: 0374-2500231
Email: barman.ac@assampetrochemicals.co.in

Mr. K.B Chetry
Sr.Manager (Civil-Project)
Email: chetry.kharka@assampetrochemicals.co.in

Dear Sir,

We.....hereby authorise the following representative(s) to attend the Pre-bid Meeting against your ENQUIRY No **APL/Proj/Civil/Formalin/04/DD/2018/576**

1. Name & Designation & Mobile no.Signature.....
2. Name & Designation & Mobile no.Signature.....

We confirm that we shall be bound by all and whatsoever our representative (s) shall commit.

Yours faithfully,
Signature.....
Name & Designation.....
For & on behalf of.....

NOTE:

- I. This Letter of Authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.
- II. You must send this letter 48 hrs in advance to scheduled Pre-Bid Meeting as mentioned in the ENQUIRY. Non submission of this letter in stipulated time period will be considered as not willing to attend the Pre-Bid Meeting.

PRE BID MEETING VENUE:
Assam Petro-Chemicals Limited,
Namrup. P.O- Parbatpur.
Dist. Dibrugarh, Pin-786623
Assam

Assam Petro-Chemicals Limited

Namrup, Assam

Enquiry Document No
APL/Proj/Civil/Formalin/04/DD/2018/576

**PEROFORMA OF LETTER OF AUTHORITY FOR ATTENDING TECHNICAL BID
OPENING AND PRICE BID OPENING**

Ref.....
.....

Date:

TO,
Assam Petro-Chemicals Limited,
Namrup. P.O- Parbatpur.
Dibrugarh. Assam
Pin786623

Contact Person: Mr. Atul Ch Barman, GM(Proj)
Tel. No.: 0374-2500331
Fax. No.: 0374-2500231
Email: barman.ac@assampetrochemicals.co.in

Mr. K.B Chetry
Sr.Manager (Project)
Email: chetry.kharka@assampetrochemicals.co.in

Dear Sir,

We.....hereby authorise the following representative(s) to attend
the..... (Un-priced / priced bid) opening against your
ENQ. No **APL/Proj/Civil/Formalin/04/DD/2018/576**

Tender for Debris Disposal from Plant Area.

1. Name & Designation.....Signature.....

We confirm that we shall be bound by all and whatsoever our representative (s) shall commit.

Yours faithfully,

Signature.....

Name & Designation.....

For & on behalf of.....

NOTE:

- I. This Letter of Authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.
- II. Only One representative will be allowed for attending price bid opening.
- III. Bidder’s Representative shall carry this letter and submit it to APL/OWNER at the time of Bid opening.

INFORMATION ABOUT BIDDER**(To be furnished by the bidder)****A. In case of Individual:**

- i) Name of business
- ii) Whether his business is registered
- iii) Date of commencement of business
- iv) Whether he pays Income Tax over Rs. 10,000/- per year
- v) Whether he is a Director or is related to any Director of Owner, present or retired within the past three years
- vi) Whether he has been banned / de-listed by any Government Department / Quasi-Government/ Public Sector Undertaking / Private Firms. If so, give details.

B. In case of Partnership:

- i) Names of partners
- ii) Whether the partnership is registered
- iii) Date of establishment of firm
- iv) If each of the partners of the firm pays income Tax over Rs. 10,000/- a year and if not, which of them pays the same.
- v) Whether any partner or member of the firm is a Director or is related to any Director of Owner, present or retired within the past three years
- vi) Whether he has been banned / de-listed by any Government Department / Quasi-Government/ Public Sector Undertaking / Private Firms. If so, give details.

C. In the case of Limited Company or Company Limited by Guarantees:

- i) Amount of paid-up capital
- ii) Name of Directors
- iii) Date of Registration of Company
- iv) Copies of the balance sheet of the company of the last three years
- v) Present / Concurrent Commitments
- vi) Whether any Director of the Company is a Director or is related to any Director of Owner, present or retired within the past three years
- vii) Whether he has been banned / de-listed by any Government Department / Quasi-Government/ Public Sector Undertaking / Private Firms. If so, give details.

Signature of BIDDER with seal:**Name and Address of BIDDER:**

PEROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of a Proprietary Concern

I hereby declare that neither I in the name of my Proprietary concern M/s.....which is submitting the accompanying Bid / Tender nor any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by APL, except as indicated below:

(Here given particulars of black listing or holiday listing and in absence thereof state "NIL").

In the case of a Partnership Firm

We hereby declare that neither we, M/ssubmitting the accompanying Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor of any firm or concern have or has been placed on black list or holiday list declared by APL , except as indicated below:

(Here given particulars of black listing or holiday listing and in absence thereof state "NIL").

In the case of Company

We hereby declared that we have not been placed on any holiday list or black list declared by APL, except as indicated below:

(Here given particulars of black listing or holiday listing and in absence thereof state "NIL").

It is understood that if this declaration is found to be false in any particular, APL, shall have the right to reject my / our bid, and, if the bid has resulted in a contract, the contract is liable to be terminated.

Place:

Signature of the Bidder.....

Date:

Name of the Signatory.....

CERTIFICATE AS PER SEC. 184/ 188 OF COMPANIES ACT 2013

(TO SUBMIT WITH UN-PRICED BID)

CERTIFICATE AS PER SEC. 184/188 OF COMPANIES ACT 2013

This has the reference to our proposed CONTRACT for Debris Disposal from plant area at Boitamari to be entered into with ASSAM PETRO-CHEMICALS LIMITED (APL).

For the purpose of section 184/188 of the Companies Act 2013, we certify that to the best of my/our knowledge:

- 1) I am not a relative of any Director of APL.
- 2) We are not a firm in which a Director of APL or his relative is partner.
- 3) I am not a partner in a firm which a Director of APL or his relative is partner
- 4) We are not a private company in which a Director of APL is a member or Director.
- 5) We are not a company in which Directors of APL hold more than 2% of the paid up share capital of our company or vice versa.

PLACE:

SEAL OF THE COMPANY

SIGNATURE OF BIDDER

DATE

Note:

- 1) The second copy of the certificate duly completed, signed and stamped must be submitted with Un-priced BID indicating "QUOTED" in proposed contract.
- 2) The original copy of the certificate duly completed, signed and stamped must be submitted with Priced BID after filling in the value of the proposed CONTRACT.

CERTIFICATE AS PER SEC. 184/ 188 OF COMPANIES ACT 2013

(TO SUBMIT WITH PRICED BID)

CERTIFICATE AS PER SEC. 184/188 OF COMPANIES ACT 2013

This has the reference to our proposed CONTRACT for Rs_____ for construction of Boundary wall at Boitamari work of APL to be entered into with ASSAM PETRO-CHEMICALS LIMITED (APL)

For the purpose of section 184/188 of the Companies Act 2013, we certify that to the best of my/our knowledge:

- 1) I am not a relative of any Director of APL.
- 2) We are not a firm in which a Director of APL or his relative is partner.
- 3) I am not a partner in a firm which a Director of APL or his relative is partner
- 4) We are not a private company in which a Director of APL is a member or Director.
- 5) We are not a company in which Directors of APL hold more than 2% of the paid up share capital of our company or vice versa.

PLACE:

SEAL OF THE COMPANY

SIGNATURE OF BIDDER

DATE

Note:

- 3) The second copy of the certificate duly completed, signed and stamped must be submitted with Un-priced BID indicating "QUOTED" in proposed contract.
- 4) The original copy of the certificate duly completed, signed and stamped must be submitted with Priced BID after filling in the value of the proposed CONTRACT

INTEGRITY PACT

BETWEEN

Assam Petro-Chemicals Ltd., hereinafter referred to as "The Principal",

AND

..... **hereinafter referred to as "The Bidder / Contractor".**

Preamble

The Principal intends to award, under laid down organizational procedures, Contract/s for _____ The Principal values full compliance with all relevant laws and regulations of the nation as well the state of Assam, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 -Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process treat all Bidders- with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the tender execution.

c) The Principal will exclude from the process all known prejudiced persons.

3) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor

(1) The Bidder / Contractor commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder / Contractor will not commit any offence under the IPC / PC Act; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship

d) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before award of contract has committed a transgression through a violation of

Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder / Contractor have committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion

(3) Apart from the above, the Principal may take action for banning of business dealings / holiday listing of the Bidder as deemed fit by the Principal.

(4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(5) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1) Without prejudice to any rights that may be available to the Principal under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder/ Contractors): Forfeiture of EMD / Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Section 3, the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the Earnest Money Deposit / Bid-Security amount of the Bidder / Contractor.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 -Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to or with any other Public Section Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can" be terminated for such reason.

(3) If the Bidder / Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 - Equal treatment of all Bidders / Contractors / Sub-Contractors

(1) The Bidder / Contractor undertake to demand from all sub contractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Subcontractors / Sub-vendors.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

(4) Section 7 - Criminal charges against violating Bidders / Contractors / Sub-Contractors

If the Principal obtains any information or knowledge of conduct of a Bidder, Contractor or Sub-Contractor or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption and/or any criminal charges by any authority, court, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor / Monitors (number depending on the size of the contract to be decided by the Chairperson of the Principal)

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-con tractor with confidentiality.

(4) In case of tenders having an estimated value of Rs.100 Crore, the Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or

to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the CEO of the Principal within 2 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the CEO of the Principal substantiated suspicion of an offence under the IPC / PC Act and the CEO has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India,

(8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both the parties have legally signed it. It expires for the Bidder / Contractor 12 months after the completion of work under Contract or till the continuation of guarantee period, whichever is more and for all other bidders, till the contract is awarded.

If any claim is made / lodged during this time, the same shall continue to be valid despite the lapse of this pact as specified it is discharged / determined by the CEO of the Principal.

Section 10 - Other Provisions

1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Guwahati.

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provision of this agreement turn out to be invalid the remainder of this agreement remains valid. In this the parties will strive to come to an agreement to their original intentions.

FOR THE PRINCIPAL BIDDER/CONTRACTOR

WITNESS 1

WITNESS 2

Place: _____

Date: _____

Ref

Date:

UNDERTAKING-I

**TO,
The General Manager (Project)
Assam Petro-Chemicals Limited,
P.O. Parbatpur, Namrup
Dibrugarh (Assam), Pin-786623**

Dear Sir,

I/We undertake and confirm that, in case of default on the part of the Contractor in carrying out an instruction of the owner or fails to complete the job within the stipulated time, the owner shall be entitled to employ and pay any other contractor or the owner himself to carry out the same wholly or in parts and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Owner and may be deducted by the Employer from any balance due or which may become due to the Contractor. In that event the owner shall have the right to use of all the contractor's equipments and other things free of charge that may be at any time on the site in connection with the work. If the cost of completing the works or executing the part thereof or of meeting claims of third parties as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess to the owner.

Yours faithfully,

Signature.....

Name

Designation.....

For & on behalf of.....

Bidder Name, Sign & Company Seal:

This undertaking should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

Ref

Date:

UNDERTAKING-II

TO,

**The General Manager (Project)
Assam Petro-Chemicals Limited,
P.O. Parbatpur, Namrup
Dibrugarh (Assam), Pin-786623**

Dear Sir,

I/We undertake and confirm that, in case of default on the part of the Contractor in engaging any equipments/machineries which is required to execute the work or as per the instruction of the owner, the owner shall be entitled to deploy from his own or hire from other agency to execute the work wholly or in parts and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any balance due or which may become due to the Contractor. If the cost of executing the works or the part thereof or of meeting claims of third parties as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess to the owner.

Yours faithfully,

Signature.....

Name

Designation.....

For & on behalf of.....

Bidder Name, Sign & Company Seal:

This undertaking should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

PEROFORMA OF LETTER OF AUTHORITY

Ref

Date:

TO,

**The General Manager (Project)
Assam Petro-Chemicals Limited,
P.O. Parbatpur, Namrup
Dibrugarh (Assam), Pin-786623**

Dear Sir,

I/We.....hereby authorize the following representative for physical supervision/verification of the work/contract against your Tender No. APL/Proj/ Civil/FormalinII/ DB/2018/440 for Construction of boundary wall.

Name :

Designation :

Signature.....

I/We undertake and confirm that I/we shall be bound by all and whatsoever our representative shall commit. I/We shall further undertake, confirms, approves, ratifies, and accepts the all acts done / caused to be done / performed and/or discharged by virtue of this authorization by the authorized person and shall be binding upon us by virtue of this letter of authority.

Yours faithfully,

Signature.....

Name

Designation.....

For & on behalf of.....

NOTE:

- I. This Letter of Authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.

SECTION-B

PROJECT INFORMATION

1.0 DATA OF ASSAM PETRO-CHEMICALS LIMITED

1.1 Location

- a) Village : Dhaknabari
- b) Taluka / District : Bongaigaon
- c) State : Assam
- d) Latitude : 27 North
- e) Longitude : 95 East
- f) Site Elevation : 62.6 m above MSL

1.2 The Project Site is situated in an Earthquake-prone region

- a) Seismic data : As per IS 1893 - 2002
- b) Zone : Zone-V

1.3 Ambient Air Temperature: Maximum = 40 Degree C
: Minimum = 4 Degree C

1.8 Connectivity

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

SECTION-C**GENERAL NOTES TO BE READ WITH SCHEDULE OF QUANTITIES AND RATES**

- 1.0 The schedule of Quantities and Rates shall be read in conjunction with the specifications, tender drawings and tender documents. All the work shall conform to specifications and the quoted rates shall be deemed to include all works necessary to achieve this whether actually indicated under the item description or not. This contract shall be unit rate contract wherein payment will be made as per actual constructed/erected quantities at site.
- 2.0 Quantities of work indicated in the Schedule of Quantities are only approximate and are given to provide a common basis for bidding. The actual quantities of work shall be ordered by Engineer as shown on the final drawings released for construction. No claim shall be entertained from Contractor if the actual quantities or items of work differ from those indicated herein, except where stated otherwise. Contractor shall ascertain for himself the actual quantities of materials required before bidding.
- 3.0 The quotation submitted by Bidder should be based on the approximate probable quantities of the several items of work which are furnished for Bidder's convenience in the Schedule of Quantities. It must be clearly understood that the Contract is not a lump sum contract and that neither the approximate probable quantities nor the values of the individual items nor the aggregate value of the entire tender will form a part of the Contract and the Owner does not in any way assure or guarantee Bidder that the work would correspond thereto.
- 4.0 The quantities of work actually carried out (as evaluated from construction drawings and or field measurements) against each item will be measured and paid at the rates quoted in the Schedule of Quantities, where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.
- 5.0 Unit prices shall be quoted for all items and they shall be firm. If unit prices are not quoted against any of the items, it shall be deemed to have been covered in the prices quoted elsewhere. **Rates quoted should be inclusive of all taxes as applicable, transportation and installation charges except GST.** The quantities of work actually carried out (as evaluated from construction drawings and or field measurements) against each item will be measured and paid at the rates quoted in the Schedule of Quantities, where applicable or otherwise at such rates and prices as may be fixed within the terms of the Contract.
- 6.0 Bidder shall be deemed to have allowed in his rates and prices for the provision, maintenance and final removal of all temporary works of whatsoever nature required for the proper execution of works.
- 7.0 Rates and prices shall be written in ink and shall be entered both in figures and in words. Where there is a discrepancy between rates quoted in figures and in words, the rates quoted in words shall prevail. Where there is a discrepancy between the unit rates and the amount entered, the unit rate shall govern for evaluating the correct amount. Rates and prices shall be written only in the Schedule of Quantities and Rates and not given in any other format otherwise will be rejected and Bidder will be disqualified.
- 8.0 The rates quoted shall hold good for works above ground level irrespective of elevations including lifts or below ground/grade level inclusive of de-watering where necessary. No extra amount is payable for de-watering under any circumstances. This shall also include the cost of materials utilized for testing.

- 9.0 The rates quoted shall hold good even if the shapes and sizes of members shown on bid drawings are modified while issuing the final drawings stamped 'Released for Construction'. No extra claims shall be entertained in this regard.
- 10.0 Rates quoted by the BIDDER shall be firm for the entire period of construction and is valid even if the contract is split.
- 11.0 All admixtures shall be supplied by the CONTRACTOR and shall be mixed with concrete/grout as directed by ENGINEER.
- 12.0 Tenderer shall quote his rates for all items in Section-C. The OWNER reserves the right to operate/increase or decrease quantities in each item or omit any item included in Section-C2 at his discretion. CONTRACTOR shall have no claim, whatsoever, on grounds of loss of anticipated profit etc. on account of the same.
- 13.0 Rates quoted shall remain firm for a variation of plus (+) or minus (-) 25% of the value of work awarded. In case of variation in qty in excess of estimated qty. the contractor shall inform the OWNER / Owner that the estimated quantity is achieved and seek permission for extra work.
- 14.0 Abbreviations used for the unit of various items are as stated below :
- | | | |
|----------------------|---|-------------------|
| Mt | = | tonne = 1000 kgs. |
| kg | = | kilogram |
| quintal | = | 100 kgs |
| Rm | = | running metre |
| m ³ /cu.m | = | cubic metre |
| m ² /sq.m | = | square metre |
| No. | = | Number |
- 15.0 The bidder shall, within seven days from the date of acceptance of Letter of Intent (LOI) or Work order whichever is earlier, deposit an amount equal to 10% 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 bidder. This amount shall not bear any interest.
- 16.0 The work carried out by the bidder shall be guaranteed for a period of 12 (Twelve) months from the date of completion. 10% of the gross final bill value payable to the bidder shall be retained as Security Deposit and shall be released after completion of this guarantee period. This amount shall not bear any interest.
- 17.0 Bids will be evaluated based on lowest value satisfying all eligibility criteria. The rates quoted shall be inclusive of all taxes and duties **excluding Goods and Service Tax** (herein after called GST) as applicable on the date of submission of bids. No claim of the contractor in form of any taxes will be entertained.
- 18.0 The quoted price shall be deemed to be inclusive of all taxes and duties **excluding Goods and Service Tax** (herein after called GST)
- 19.0 Contractor /Vendor shall be required to issue tax invoices in accordance with GST rules so that input credit can be availed by OWNER/APL in the event that the contractor/vendor fails to provide the invoice in the form and manner prescribed under GST act read with GST invoicing Rules there under. OWNER/APL shall not be liable to make payment against the invoice.

- 20.0 GST shall be paid against receipt of tax invoice and proper payment of GST to government in India. In case of non receipt of tax invoice or non payment of GST by the contractor/vendor, OWNER/APL shall withhold the payment of GST.
- 21.0 GST payable under reverse charge, if any shall not be paid to the contractor/vendor but will be directly deposited to the Government of India.
- 22.0 Notwithstanding anything contained anywhere in the Agreement in the event that the input tax credit of GST charged by the Contractor/Vendor is denied by the tax authorities to OWNER/APL due to reasons attributable to contractor/vendor. OWNER/APL shall be entitled to recover such amount from the contractor/vendor by way of adjustment from the next invoice or from Bank Guarantee/Security deposit. In addition to the amount of GST, OWNER/APL shall also be entitled to recover interest at the rate of 24% as penalty. In case any penalty is imposed by the Tax authorities on OWNER/APL.
- 23.0 TDS under GST, if applicable, shall be made from contractor's/Vendor's bill at applicable as per rules for tax so deducted certificate shall be provided to the contractor/vendor.
- 24.0 No variation on account of taxes and duties, statutory or otherwise, shall be payable by APL/OWNER to contractor/vendor except for GST. However, any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. Any reduction in taxes and duties included in the price shall be passed on to Owner/APL.
- 25.0 Any new taxes, duties, cess levies notified or imposed after the submission of last/final price but before the contractual date of completion of work shall be to OWNER/APL's account. However, in case of delay in completion period beyond the contractual date, for reasons attributable to contractor, any increase in these rates shall be borne by the contractor, whereas any decrease shall be passed on to the owner. Owner shall take CENVAT benefit as applicable.
- 26.0 Any Statutory variation in Taxes and duties, after due date of submission of bid till the contractual completion period shall be on Owner's account, against submission of documentary evidence. However, in case of delay in completion period beyond the contractual date, for reasons attributable to contractor, any increase in these rates shall be borne by the contractor, whereas any decrease shall be passed on to the owner. OWNER shall take CENVAT benefit as applicable.

SCHEDULE OF QUANTITY

Sl No	Description of items	Unit	Quantity	Rate	Amount (Rs.)
1	Excavation in Hard Rock (Blasting prohibited) (Excavation for roadway in hard rock (blasting prohibited) with rock breakers including breaking rock, loading in tippers and disposal with all lifts and lead upto 1000 metres, trimming of bottom and side slopes in accordance with requirements of lines, grades and cross sections)				
	(Mechanised	CUM	21277.631		

Applicable rate of GST to be mentioned by the Bidders

a. IGST -----%

b. CGST -----%

c. SGST -----%

Note:

1. BIDDER's GST Details

Bidder to indicate below GST Details:

Mention your GST Registration No.

Mention your GST Application Reference Number (ARN)

Mention your Company's Name as registered under GST

Also submit Reg 6 (GST registration certificate)

Mention your registered address of Business under GST

Whether bidder is covered under composition scheme of GST laws.

[In case bidder does not specify Yes / No, It will be treated that bidder is not covered under composition scheme of GST laws]

Provide your Single Point of Contact (SPOC) on GST compliance (Name, email address & Contact No.

Specify HSN Code for each item offered in this ENQUIRY

Specify SAC No. for each services offered in this ENQUIRY

Remarks:

1. Specify IGST in case of interstate supply or Specify CGST, SGST / UTGST in case of intrastate supply.
2. In case GST % varies from item to item, mention item wise GST in % (use additional sheet on your letterhead if required).
3. 100% amount of GST shall be considered as Input Tax Credit and BIDDER shall be reimbursed GST only against invoices issued in accordance with GST rules.
4. BIDDER shall furnish GST Registration Numbers, HSN Code and SAC No. in all invoices.
5. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in above column for GST (CGST & SGST/UTGST or IGST), under such circumstances, bidder's price will not be loaded with GST.
6. The classification of goods as per GST Act should be correctly done by the contractor to ensure that input tax credit (if any) benefit is not lost to the OWNER on account of any error on the part of the BIDDER.

SECTION D**SPECIAL CONDITIONS OF CONTRACT****1.0 GENERAL**

- 1.1 The General Conditions of Contract (GCC) in Section E are supplemented / superceded (as described) by this Special Conditions of Contract which together comprise the Contract Conditions.
- 1.2 These Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.3 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the Contract documents before starting the work (s) or making the supply with reference to which the conflict exists.
- 1.4 In the absence of any Specifications covering any material, design or work(s) the same shall be performed/ supplied/ executed in accordance with standard Engineering practice as per the instructions/directions of the Engineer-in-Charge, which will be binding on the Contractor.
- 1.5 "Engineer- in Charge" shall mean Sr.Manager, Civil designated by APL
- 1.6 It shall be the responsibility of the Contractor to ensure that the materials supplied are procured from proper sources and duties, taxes, royalties or levy by whatever name called is duly paid on those materials. Material shall be free from contamination and shall not violate rules of Environment Conservation Board / Pollution Control Board / Central govt. / State govt. Contractor shall inquire from respective local circle statutory office on execution of its work is fully complying with all statutory requirement.
- 1.7 It shall be the responsibility of the Contractor to follow Rules relating to purchase of Soil and Sand, relevant taxes, royalties and clearances required by respective state govt. Or central govt. As may be in force
- 1.8 Contractor shall ensure that vehicles entering the factory premises are accompanied by valid Theft Protection (TP) if required.
- 1.9 Construction power, air and water shall be arranged by the contractor at his own cost including power for labour colony.
- 1.10 Neither CONTRACTOR/SUB-CONTRACTOR, nor OWNER shall be considered to be in default of the performance of their contracted obligations under the CONTRACT, so long as such performance is prevented or delayed by force majeure. Force majeure shall be understood to be any cause beyond the reasonable control of the PARTY affected such as Acts of god, severe earthquake, typhoon, cyclone (except monsoon), floods, lightning, landslide, fire, explosion, plague, epidemic strike, lockout, sabotage, hostilities(whether war be declared or not) ,civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, trade embargoes, restraining order control, destruction, or requisition by order of any Government or any public authority.

- 1.11 The PARTY claiming the benefit of this clause shall forthwith and within 28(twenty eight) DAYS give notice to the other PARTY specifying the event constituting force majeure and explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. CONTRACTOR and OWNER shall as soon as possible in consultation determine the length of delay likely to be caused by such event, and on the basis of available evidence agree in writing on a fair and reasonable extension of time for the completion of WORK, if possible, and any other consequences of Force Majeure. The PARTY claiming force majeure shall notify the other PARTY of the date when the event giving rise to force majeure has ceased to exist.
- 1.12 OWNER and CONTRACTOR shall be diligent and use their individual and combined efforts in attempting to prevent, overcome, or avoid the causes of force majeure. The PARTIES upon receipt of notice of force majeure shall confer promptly with each other and mutually agree upon a course of action to remove or alleviate such cases.
- 1.13 If, in spite of the action taken under clause 1.12, the state of force majeure Continues for a period of three (3) months, then the PARTIES shall be entitled to terminate the contract and CONTRACTOR shall be entitled to be paid for all works carried out on or prior to the effective date of force majeure by the OWNER and shall consult each other to decide as to what action should be taken in the circumstances.
- 1.14 In case of unit rate contracts, if a bill of material is furnished in the enquiry document, the BIDDER shall quote unit rates which will hold good for $\pm 25\%$ variation from quantities specified.
- 1.15 The contractor(s) shall not pay less than the minimum wages to the labourers engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force.
- 1.16 The successful BIDDER shall furnish, within 10 days from date of acceptance of the letter of intent, security deposit equal to 10% of the total accepted tender value for proper fulfillment of the CONTRACT in form of Bank guarantee as per Format covered in Attachment – II of this document.
- 1.17 The successful BIDDER shall be given a mobilization period of 7 days and the commencement of work shall be counted after the mobilization period.
- 1.18 The terms of payment shall be as below:
- (a) 90% (Ninety percent) of CONTRACT PRICE as monthly running bills (RA) certified by Owner's Engineer-In-Charge with a deduction of 10% retention money on every running bill.
 - (b) 10% (Ten percent) of CONTRACT PRICE as retention money within a month after completion of 'Guarantee/Defects Liability Period' or within a month after completion of job as per contract against a bank guarantee for the 'Guarantee/Defects Liability'. No interest shall be paid on this amount.

(c) Payment will be made on actual quantity of job done within the total value of contract & not on the basis of total value of contract.

Note: Progressive / milestone Payment is not applicable

2.0 BILLING OF WORKS EXECUTED

- 2.1 Maximum of two running account bill shall be admissible against volume of works executed.
- 2.2 Payments will be made against Running Accounts bills certified by the Owner's Engineer-in-Charge/Site-in-Charge within 15 days from the date of receipt of the certified bill along with complete documents by the disbursement section of the owner.
- 2.3 Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner in quadruplicate for certification. The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical ,royalty statement along-with necessary documents wherever applicable duly certified by the Engineer-in-Charge/ Site-in-Charge of the Owner.
- 2.4 All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc. in the final bill.
- 2.5 The final bill along with necessary documents shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge / Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor.
- 2.6 The Owner/Engineer- in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.
- 2.7 Payment of final bill shall be made within 30 days from the date of receipt of the certified bill with necessary documents by the Disbursement Section of the owner.
- 2.8 Wherever possible, payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.

3.0 SUSPENSION

- 3.1 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

- 3.2 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.

4 ARBITRATION

- 4.1 Unless otherwise specified, in all cases of dispute which cannot be settled by mutual negotiation the matter shall be referred for arbitration in accordance with the provision of Indian Arbitration Act, 1996 and the venue of the arbitration shall be at Guwahati in the State of Assam.
- 4.2 Subject to the Arbitration herein above for, any Suit or proceedings to enforce the right of either of the parties hereto under this CONTRACT will be instituted in and tried by the courts of Guwahati only in the State of Assam and by no other courts and both the parties hereto hereby expressly agree to submit to the jurisdiction of such courts.
- 4.3 Works under this contract shall be continued by the Contractor during the Arbitration proceedings unless otherwise directed in writing by Owner or unless the matter is such that the work is can't be continued until the decision of the Arbitration is obtained.

5 BID EVALUATION CRITERIA

- 5.1 The Techno-commercial bid (un-priced bid) shall be evaluated based on the quality & quantum of documents submitted by bidder in his offer as outlined in the Section A – Checklist & ITB. Bidder shall be read ENQUIRY Document carefully while quoting as deviations (if any) from this ENQUIRY shall lead to rejection / loading as per provisions in various sections of this ENQUIRY Document.
- 5.2 Price bid evaluation: Contract shall be awarded to sole bidder on Overall Lowest Basis for entire scope of ENQUIRY on the basis of effective total cost including all taxes and duties minus CENVAT / Set off benefit available to APL/OWNER. Techno-commercial loading (if any) as per Section C – Special Conditions of Contract shall be applicable.
- 5.3 APL/OWNER reserves the right to assess Bidder's capability to execute the work by taking into account various aspects such as Overall Schedule for Completion of work, details of tools, tackles & equipment available, Manpower estimation for job, deployment chart with bio-data/ experience / qualification of all supervisory staff, proposed site organization chart, Quality assurance Plan & Safety assurance plan with detailed bio-data / experience of quality assurance supervisor & safety supervisor, Concurrent Commitments, Past performance etc. and accordingly decide whether respective price bids shall be opened and considered for further evaluation. Past Performance shall be based on in-house data of APL/OWNER.
- 5.4 Negotiations will be held only if the lowest rate received is not reasonable and the decision of the OWNER regarding reasonableness of rates quoted will be final and binding on the bidders. Work will be awarded to lowest bidder without post tender negotiations if the rates are reasonable. If rates are not reasonable, negotiations with Lowest Bidder only may be undertaken to arrive at a reasonable rate.

6 COMMERCIAL LOADING OF OFFERS**6.1 Differential Payment Terms****Liquidated Damages (LD)**

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 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 bill.

6.2 Differential Taxes/Duties

- (a) Any Differential in taxes and duties will be cost loaded on case to case basis. However, if a vendor states that taxes / duties are not applicable at present and will be charged as applicable at the time of delivery then his bid shall be loaded by the maximum rate of taxes / duties applicable as on date of price evaluation.

6.3 Performance Bank Guarantee (PBG)

The contractor shall, within seven days from the date of acceptance of Letter of Intent (LOI) or Work order whichever is earlier, deposit an amount equal to 10% of the work value (tendered & accepted value) as **Performance Guarantee** in the form of Demand draft/Banker's cheque or in cash. 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 be valid up to the stipulated date of completion of work. The validity of bank guarantee shall have to be extended further time to time depending upon extension of contract granted.

6.4 Security Deposit (SD):

- (a) The work carried-out by the contractor shall be guaranteed for a period of 12 months (Twelve) from the date of completion. 10% of the gross final bill value payable to the contractor shall be retained as **Security Deposit** and shall be released after completion of this guaranteed period. The security deposit money in the form of a Bank Guarantee bond of any schedule Bank valid till completion of guarantee period shall also be acceptable. No interest shall be paid on the amount.

7 ROUNDING OFF

- 7.1 All payments to and recoveries from the bill of CONTRACTOR shall be rounded off to the nearest Rupee. Wherever the amount to be paid/ recovered consists of a fraction of a Rupee (Paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a Rupee is less than 50 (fifty) paise, the same shall be ignored.

8 TAXES AND DUTIES

- 8.1 Any Statutory variation in Taxes and duties, after due date of submission of bid till the contractual completion period shall be on Owner's account, against submission of documentary evidence. However, in case of delay in completion period beyond the contractual date, for reasons attributable to contractor, any increase in these rates shall be borne by the contractor, whereas any decrease shall be passed on to the owner. OWNER shall take CENVAT benefit as applicable.
- 8.2 Further, in case of delay in completion of work, due to reasons attributable to contractor, any new or additional taxes, duties or levies imposed after the contractual completion date shall be on contractor's account.
- 8.3 Foreign contractors' bid shall be compared considering Bill selling foreign exchange rate as on the date of priced bid opening , as declared on web site of RBI. Copy of such information shall form part of recommendation.
- 8.4 Notwithstanding the foregoing, OWNER shall not bear any liability in respect of:
- i) Personal taxes on the personnel deployed by the Contractor, his Sub Contractor and Agent etc.
 - ii) The Corporate Taxes in respect of Contractor and his Sub-Contractor and other Agents, Indian or foreign based.
 - iii) Any other taxes I duties/ levies
- 8.5 The CONTRACTOR shall also comply with the provisions at the GCC (General Conditions of Contract)
- 8.6 INCOME TAX : Income tax at the prevailing rate shall be deducted from the CONTRACTOR's bills as per Income Tax Act. OWNER shall issue necessary TDS Certificate to the CONTRACTOR. Bidders Shall provide their PAN No. along with GST registration No. in their un-priced bid.

9 COMPLETION DOCUMENTS

- 9.1 Completion document shall contain following:
- Completion Certificate by Engg. In-charge
 - Taking – Over Certificate by APL/OWNER
 - No Demand Certificate from Contractor
 - No Due Certificate from Contractor
 - Site clearance Certificate
 - Indemnity Bond on Rs. 100 stamp paper

10 COORDINATION WITH OTHER AGENCIES

- 10.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the CONTRACTOR. Proper coordination with other agencies will be responsibility of the CONTRACTOR. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the CONTRACTOR

11 MOBILISATION ADVANCE:

11.1 No mobilization advance shall be given by APL

12 KEY CONSTRUCTION MANPOWER TO BE DEPLOYED BY THE CONTRACTOR

SL NO	Description	Nos	Qualifications	Experience
1	Site Incharge/Resident Construction Manager/Engineer	1	BE/BTech	5 years
2	Supervisors	1	Graduate	5 years
3	Supervisors	2	12 th Pass	5 years

NOTES:

i. The details of minimum manpower required to be mobilized by the contractor to complete the work within schedule. Contractor is required to augment the above list with additional numbers/ categories of personnel as required and directed by the

Engineer-in-charge to complete the work within the completion time schedule and quoted price.

ii. The key construction personnel identified above shall be well qualified & having adequate relevant experiences, as specified in tender document. The other manpower shall also be qualified and experienced with their assigned work.

iii. CVs of key persons proposed to be deployed shall be submitted to owner/ engineer-in-charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by owner/ engineer-in-charge.

Following manpower to be mobilized within seven days of notification by engineer-in-charge:

RCM / Site-in-charge/Engineer : 01

Supervisors : 02

13 MINIMUM REQUIREMENT OF EQUIPMENT TO BE MOBILISED BY THE CONTRACTOR

Sl. No.	Equipment Description	Capacity	Minimum Requirement During Construction
1	Excavator with Rock Breaker		2
2	Excavator	0.5 Cum	2
3	Dumper/Tipper	6 Cum	8
4	Truck		2
5	Digital Theodolite/Total Station		1
6	Auto Level		1

NOTES:

i. The details of minimum critical equipments in good working condition, required to be mobilized by the contractor, to complete the work within schedule. The actual deployment schedule of construction equipments shall be approved by engineer-in-charge. Contractor shall augment the above list with additional numbers / categories of equipments, tools & tackles, as required and directed by the Engineer-in-charge to complete the work within the completion time schedule and quoted price.

ii. Contractor to confirm that the above minimum equipments are available with him in good working condition and shall be timely mobilized on this project site. Contractor has the option to hire some of these equipments from equipment-hiring agencies also.

iii. Owner reserves the right to physically check & verify the availability of these equipments prior to award of work.

iv. Contractor shall replace any defective / damaged equipment promptly to complete the work without any time & cost implication to the owner.

v. Instruments (as applicable) to be made available with valid calibration certificate, issued by Govt. approved laboratory.

14 PENALTIES FOR NON-MOBILIZATION OF KEY CONSTRUCTION PERSONNEL AND NON-DEPLOYMENT OF EQUIPMENTS

1. Penalty for non-mobilization of key construction personal and non deployment of equipment shall be imposed as per company rules.
2. Total of above penalties shall not exceed 3% of Contract value.
3. The above penalties are over and above all other contractual provisions for late mobilization of resources

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

(On non-judicial stamp paper of appropriate value)

To,
ASSAM PETRO-CHEMICAL LTD.
Orion Place, Mahapurush Srimanta Sankardev Path,
Bhangagarh, Guwahati 781005,
India

IN CONSIDERATION OF THE ASSAM PETROCHEMICALS LTD. a Company registered under the Companies Act 1956, having its registered office at Orion Place, Mahapurush Srimanta Sankardev Path, Guwahati 781005, India (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" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's" Order No. _____ dated _____ and the General purchase conditions of "the Corporation" and upon the condition of "Vendor's" furnishing security for the performance of "the Vendor's" obligations and/or discharge of "the Vendor's" liability under and/or in connection with the said supply contract upto a sum of Rs _____ (Rupees _____) amounting to 10% (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" to "the Corporation" under, in respect of or in connection with the said supply contract inclusive of all the Corporation's losses and damage and costs, (inclusive between attorney and APL/OWNER) charges, and expenses and other moneys 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 R _____ (Rupees _____) and "the Bank" hereby agrees with "the Corporation" that:

4. 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" arising upto and until midnight of _____

5. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Vendor's" obligation/liabilities under and/or connection with the said supply 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.

6. "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" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the Vendor" of the said supply contract or to grant time and/or indulgence to "the Vendor" 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" under the said supply 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" 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".

7. 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" 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.

8. "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 anyway affected or suspended by reason of any dispute having been raised by "the Vendors" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the Vendor" or any other order of communication whatsoever by "the Vendor" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.

9. 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" 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.

10. Notwithstanding anything contained herein above:

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

ii) This Bank Guarantee shall be valid up to 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.*

Assam Petro-Chemicals Limited

Namrup, Assam

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11. "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" 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")

ATTACHMENT-II

PEROFORMA FOR CONTRACT

(To be executed on non judicial stamp paper of appropriate value)

This CONTRACT NO _____ entered into this.....day of
..... Month of..... Year between Assam Petrochemicals Ltd, a company registered under companies Act, 1956 have its registered office at Orion Place, Mahapurush Srimanta Shankardev Path, Guwahati (herein referred to as owner/APL) which expression shall include its successors and assignees) on the one part AND M/S _____ hereinafter referred to as "CONTRACTOR" which expression shall include its successors and permitted assignees) on the other part.

WITNESS THAT

WHEREAS OWNER /APL desires to have works from the aforesaid CONTRACTOR on terms & conditions mentioned In this CONTRACT:

AND WHEREAS CONTRACTOR who has their own know how with resources for Performing such jobs has agreed to sign on works agreement and to render the services as per requirement of APL on Terms and conditions mentioned in this CONTRACT.

NOW Therefore Parties Agree That:

1) The following annexed hereto shall form an integral part of this CONTRACT:

- (i) Letter of Intent (LOI) No _____
- (ii) Terms & Conditions of CONTRACT STATED IN ITB
- (iii) Certificate by the Contractor as per sec. 297/299 of Companies Act. 1956.
- (iv) Price Schedule.
- (v) Time schedule of completion.
- (vi) Scope of work for CONTRACTOR as per CONTRACT.
- (vii) Curriculum vitae of key personnel.
- (viii)..... A copy of CONTRACT SECURITY DEPOSIT.

2) For the scope of WORK as mentioned in the CONTRACT, APL shall pay to CONTRACTOR lump sum fee of Rs _____ (Rupees only).

3) For the purpose of this CONTRACT address of Parties will be as follows and all correspondence and notices in relation to present agreement sent to PARTIES at the addresses below shall be deemed to be sufficient for serving notices on the PARTIES. All Such notices as well as bills, reports, documents etc, shall be addressed to the PARTIES at such addresses.

Assam Petro-Chemicals Limited

Namrup, Assam

Enquiry Document No
APL/Proj/Civil/Formalin/04/DD/2018/576

To
General Manager (Project),
AssamPetro-Chemicals Ltd.
P.O-ParbatpurNamrup,
District-Dibrugarh, Assam,
PIN-786623

Attention Shri.....

CONTRACTOR:

Attention Shri.....

In WITENESS whereof the PARTIES have executed this CONTRACT through their Representatives duly authorized in this behalf:

Signed for and on behalf of

Signed for and on behalf of

Assam Petro-Chemicals Ltd.

Contractor

SIGNATURE

SIGNATURE

NAME

NAME

DESIGNATION:

DESIGNATION:

PLACE:

PLACE:

DATE:

DATE:

WITNESS:

WITNESS:

1.

1.

ATTACHMENT-III

COMPLETION CERTIFICATE

(On Contractors Letterhead)

Name of Work

Date of Commencement of Work :

Date of Completion of work as per agreement :

Actual date of completion of work :

Extension of time granted : Yes / No / Recommended

If yes, the letter ref. No. : dtd.

Value of Completed work : Rs.

Date of Taking over of the completed work :

Certified that the above work has been completed in all respects as per drawings, specifications and directions of Engineer-in-Charge on and has been taken over from the contractor.

It is also certified that the contractor has cleared / cleaned the site (witnessed by the concerned Engineer from OWNER on dtd.As directed by Engineer-in-Charge.

Engineer-In-Charge: _____

Name: _____

Countersigned _____

Departmental Head _____

Name: _____

ATTACHMENT-IV

NO DEMAND CERTIFICATE

(On contractor letter head)

- 1. NAME OF WORK : _____
- 2. NAME OF CONTRACTOR : _____
- 3. DATE OF AWARD : _____
- 4. TIME ALLOWED FOR COMPLETION : _____
- 5. SCHEDULE DATE OF COMPLETION AS PER AGREEMENT : _____
- 6. ACTUAL DATE OF COMPLETION : _____

CERTIFICATE THAT

- 1. The recoveries in respect of material issued to the contractor have been made from RA bills. Balance if any is to be recovered from final bill as per the statement enclosed.
- 2. Recovery on account of Water or Electricity is to be made by OWNER.
- 3. The contractor has made payment to the labour engaged by him and no complaint has since been received from any of the labour employed by the contractor in the performance of the above work. A certificate from sub-contractor to this effect is enclosed.
- 4. Work has been completed satisfactorily and is according to the specifications laid down in the contract.
- 5. None of the heavy equipment was given to the contractor on hire basis and nothing is recoverable on this account or recoveries in respect of hire charges of heavy equipment have been made from RA bill. Balance if any is to be recovered from Final bill as per statement enclosed.
- 6. Labour hutment has been/has not removed by the sub-contractor and ground rent is to be recovered as per statement enclosed.
- 7. The work has been completed within the schedule period.

OR

The completion of the work has been delayed by _____ months/days and as such the recovery of liquidated damages to the extent of Rs. _____ (Rupees _____) may be made .

Extension for _____ months/days has been granted by the competent authority vide letter No. _____ dtd. _____.

- 8. The requisite obligations as per contract have been fulfilled by the contractor.

ENGINEER-IN-CHARGE _____

RCM / CHIEF PROJECT MANAGER _____

ACCOUNTS _____

DATE _____

ATTACHMENT-V

NO DUE CERTIFICATE

(On Contractors Letterhead)

NAME OF CONTRACTOR: M/S _____

DESCRIPTION OF WORK: _____

WORK ORDER NO. & DATE: _____

ACTUAL DATE OF COMPLETION OF JOB: _____

We certify that we have fully paid and satisfied all claims for the work relating to labors, materials supplied equipment and any other entitlement whatever touching or affecting the contract. We undertake to indemnify and keep indemnified the owner from and against all claims, demands, debts, lines obligations and liabilities whatever arising there from or relating thereto.

SIGNATURE CONTRACTOR

NAME: _____

ADDRESS: _____

DATE:

ATTACHMENT-VI

SITE CLEARANCE CERTIFICATE

(On Contractors Letterhead)

NAME OF APL/OWNER :

NAME OF OWNER :

NAME OF CONTRACTOR :

P.O. NO. AND DATE :

NAME OF WORK :

COMPLETION TIME OF JOB

WE HERE BY CERTIFY THAT ALL YOUR MATERIAL, EQUIPMENTS, SITE OFFICE ETC. HAS BEEN REMOVED FROM THE _____ SITE. WE HAVE CLEARED THE SITE IN ALL RESPECT AND HANDED IT OVER TO OWNER.

SIGNATURE OF CONTRACTOR

NAME:

ADDRESS:

DATE:

ATTACHMENT-VII

LABOUR LIABILITY CERTIFICATE

(on Contractors Letterhead)

NAME OF APL/OWNER :

NAME OF OWNER :

NAME OF CONTRACTOR :

P.O. NO. AND DATE :

NAME OF WORK :

COMPLETION DATE OF JOB :

WE HERE BY CERTIFY THAT ALL OUR LIABILITIES TOWARDS OUR DEPLOYED LABOUR HAVE BEEN CLEARED BY US AND WE KEEP M/s ASSAM PETROCHEMICAL LTD. & OWNER _____ INDEMNIFIED AGAINST ABOVE LIABILITIES.

SIGNATURE OF CONTRACTOR

NAME:

ADDRESS:

DATE:

1. APPLICABLE CODES

The following Indian Standard Codes, unless otherwise specified herein, shall be applicable.

In all cases, the latest revision of the codes shall be referred to.

1. IS 1200 - Method of measurement of building and civil engineering works.
Part 1 - Earthwork
Part 27- Earthwork done by mechanical appliances.
2. IS 3764 - Excavation work-code of safety.
3. CPWD/APWD Guidelines for execution of works.

2 GENERAL SCOPE

- 2.1 The Contractor shall furnish all tools, plants, instruments, qualified supervisory personnel, labour, materials any temporary works, consumables, any and everything necessary, whether or not such items are specifically stated herein for completion of the job in accordance with the specification requirements.
- 2.2 The Contractor shall carry out jungle clearance, Demolishing works and cleaning the areas of working before carrying out masonry and other civil activities.
- 2.3 The filling shall be done to correct lines and levels.
- 2.4 The rates quoted shall also include for dumping of excavated materials in regular heaps, bunds, riprap with regular slopes as directed by the Engineer, within the lead specified and leveling the same so as to provide natural drainage. Rock/ soil excavated shall be stacked properly as directed by the Engineer. As a rule, all softer material shall be laid along the centre of heaps, the harder and more weather resisting materials forming the casing on the sides and the top. Rock shall be stacked separately.
- 2.5 The Contractor shall carry out the general requirements of earthwork in excavation in different materials, filling in areas, filling back around foundations and in plinths, conveyance and disposal of surplus soils or stacking them properly as shown on the drawings and as directed by the ENGINEER and all operations covered within the intent and purpose of the specification.
- 2.6 The work shall consist of demolition and clearing of debris from the location as directed by Engineer-in-Charge.
- 2.7 Bidder shall provide necessary barricading while carrying out the construction works if required.

3 WATER

The CONTRACTOR shall arrange for construction water and drinking water for construction labours, from outside of OWNER's premises and at his own cost. Also, temporary storage facility and further distribution network for pumping, pipelines, etc. required at site shall be arranged by CONTRACTOR at his own cost. The OWNER will not make any arrangement for Construction Water.

4 SPACE FOR STORAGE OF CONSTRUCTION MATERIALS

CONTRACTOR shall arrange for stacking of construction material. The construction material requirement shall be planned by the CONTRACTOR in advance so as to meet the construction schedule. These materials shall be brought to the site by the CONTRACTOR as and when required at his own cost.

5 CLEARING

The area to be excavated filled shall be cleared of fences, trees, plants, logs, stumps, bush, vegetation, rubbish, slush, etc. and other objectionable matter. If any roots or stumps of trees are met during excavation, they shall also be removed. The material so removed shall be burnt or disposed off as directed by the Engineer. Where earth fill is

intended, the area shall be stripped of all loose/ soft patches, top soil containing objectionable matter/ materials before fill commences.

6 PRECIOUS OBJECTS, RELICS, OBJECTS OF ANTIQUITY, ETC.

All gold, silver, oil, minerals, archaeological and other findings of importance, trees cut or other materials of any description and all precious stones, coins, treasures, relics, antiquities and other similar things which may be found in or upon the site shall be the property of the Owner and the Contractor shall duly preserve the same to the satisfaction of the Owner and from time to time deliver the same to such person or persons as the Owner may from time to time authorize or appoint to receive the same.

7 TIME OF COMPLETION

The completion of the activities in a time bound manner is the principal requirement as far as the civil construction contract is concerned. The requirement would be to carry out the job uninterruptedly, irrespective of the seasonal changes and also to work during extended hours during the working days/ holidays to achieve the above target. Total duration of works shall be **4 (Four) months** from the date of award of contract.

SECTION-E**GENERAL CONDITIONS OF CONTRACT****1.0 SCOPE OF CONTRACT**

The specifications of the CONTRACT and the accompanying drawings are intended to describe and provide for a finished piece of work. These are intended to be complimentary and what is required by either shall be as if required by all. It is to be understood and agreed by the CONTRACTOR, that the work described shall be complete in every detail, even though every item necessarily involved is not particularly mentioned. The CONTRACTOR shall be required to provide all labour, materials and equipment necessary for the entire completion of the work described and shall not avail him of any manifesting unintentional error, omission or inconsistency that may exist. The CONTRACTOR shall carry out and complete the work in every respect in accordance with the CONTRACT and in accordance with the directions and to the satisfaction of the PURCHASER/OWNER and the manufacturers' representatives, where their services have been provided by the PURCHASER

1.1 PURCHASER'S INSTRUCTIONS

The PURCHASER/OWNER may, in his absolute discretion, from time to time, issue further drawings and/or written instructions, details, directions and explanations, which are collectively referred to as 'PURCHASER's INSTRUCTIONS', in regard to:

- 1.1.1 Any additional drawings and explanations to exhibit or illustrate details.
- 1.1.2 The variation or modification of the design, quality or quantity of work or the additions or omission or substitution of any work. Any variation, modification of additions/omission of work has to be mutually agreed.
- 1.1.3 Any discrepancy in the drawings or between the schedule of quantities and/or specifications.
- 1.1.4 The removal from the site of any materials brought thereon by the CONTRACTOR and the substitution of any other materials thereof.
- 1.1.5 The removal and/or re-execution of any work executed by the CONTRACTOR, which in the opinion of the PURCHASER/OWNER is not in conformity with the specification.
- 1.1.6 The dismissal from the work of any persons employed there upon with justifiable reasons.
- 1.1.7 The opening up for inspection of any work covered up.

1.2 COMPLIANCE WITH THE PURCHASER'S INSTRUCTIONS

1.2.1 The CONTRACTOR shall comply with and duly execute any work covered in such 'PURCHASER's INSTRUCTIONS' provided always that the verbal instructions, directions and explanations given to the CONTRACTOR or his foreman upon the work by the PURCHASER/OWNER shall, if involving a variation, be confirmed in writing by the PURCHASER/OWNER within seven days.

1.2.2 If the CONTRACTOR after receipt of written notice from the PURCHASER/CONSULTANT requiring compliance, with such further drawings and/or the 'PURCHASER's INSTRUCTIONS' fails to comply with the same within seven days, the PURCHASER may employ and pay other agencies to execute any such work whatsoever, as may be necessary to give effect thereto, and all costs incurred in connections therewith shall be recoverable from the CONTRACTOR by the PURCHASER on a certificate by the OWNER as a debt or may be deducted by the PURCHASER from any moneys due or to become due to the CONTRACTOR. The CONTRACTOR, however, will not be held responsible for the quality or warranty of such work executed under the PURCHASER's agency.

2.0 RIGHTS OF PURCHASER/OWNER**2.1 RIGHT TO ILLUSTRATE AND EXPLAIN PLANS**

2.1.1 The various parts of the CONTRACT are intended to be complementary to each other but should any discrepancy appear or any misunderstanding arise as to the import of anything contained therein, the explanation of the PURCHASER/OWNER shall be final and binding.

2.1.2 The correction of any errors or omissions of the drawings and specifications may be made by the PURCHASER/OWNER, when such correction is necessary to bring out clearly the intention which is indicated by a reasonable interpretation of the drawings and specifications as a whole.

2.1.3 When in the specifications or on the drawings which are a part of the CONTRACT or which may be furnished to the CONTRACTOR for directing the work, the terms and descriptions of various qualities of workmanship, material, structures, processes, plant or other features of the CONTRACT are described in general terms, the meaning or fulfillment of which must depend upon individual judgment, then in all such cases the question of fulfillment of such specifications or requirements shall be decided by the PURCHASER/OWNER and said material shall be furnished, said work shall be carried out and said structure, process, plant or feature shall be constructed, furnished or carried on in full and complete accordance with his interpretation of the same and to his full satisfaction and approval, provided such interpretation is not in direct conflict with the drawings and specifications and generally accepted good practice.

2.1.4 Details shown either on the drawings or in the specifications shall be done and furnished as if shown in both except where expressly accepted either on the drawings or in the specifications. Figured dimensions shall in all cases be taken in preference to

scale measurements, and detailed drawings consistent with general drawings in preference to the general drawings of the same part of the work.

2.1.5 The PURCHASER/OWNER may, from time to time, prepare for his own use estimates of quantities or bills of materials required for the work. Copies of such estimates or bills of materials which may be given to the CONTRACTOR for his convenience, or any lists, weights or quantities of materials or structures which may appear on the drawings shall not be considered as finally correct, sufficiently complete, or accurately covering any portion or all of the work to be done under the CONTRACT. Such bills or estimates may be carefully assembled and prepared but their accuracy is not guaranteed. These may not be accurate as to any particular detail and are given as the best information available at the time of issue of the information. It is understood that any such lists or estimates are furnished to the CONTRACTOR for his convenience only and not as lists or estimates of work to be carried out and many necessary items of work might have been omitted.

2.1.6 Additional drawings and explanations to exhibit or illustrate details may be provided by the PURCHASER/OWNER whenever necessary and if so provided, and if consistent with the drawings and specifications, it shall be binding upon the CONTRACTOR to take cognizance of the same. The written decision of the PURCHASER/OWNER as to the true construction and meaning of the drawings and specification and of such additional drawings and explanations shall be binding upon the CONTRACTOR.

2.2 **RIGHT TO DIRECT WORK**

2.2.1 The PURCHASER/OWNER shall have the right to direct the manner in which all work under the CONTRACT shall be conducted, in so far as it may be necessary to secure the safe and proper progress and the specified quality of the work, and all work shall be carried out and all material shall be furnished to the satisfaction and approval of the PURCHASER/OWNER

2.2.2 Whenever, in the opinion of the PURCHASER/OWNER, the CONTRACTOR has made marked departures from the schedule of completion laid down in the CONTRACT when untoward circumstances force a departure from the said schedule, the PURCHASER/OWNER, in order to assure the compliance with the schedule and the provisions of the CONTRACT, shall direct the order, pace and method of conducting the work, which shall be adhered to by the CONTRACTOR.

2.2.3 Night work will be permitted only with prior approval of the PURCHASER/OWNER. The PURCHASER/OWNER may also direct the CONTRACTOR to operate extra shifts over and above normal day shift to ensure completion of the CONTRACT on schedule if in his opinion, such work is required.

2.3 **RIGHT TO ORDER MODIFICATIONS OF METHODS AND EQUIPMENT**

If at any time the CONTRACTOR's methods, materials or equipment appear to the PURCHASER/OWNER to be unsafe, inefficient or inadequate for securing the safety of the workmen or the public, the quality of work or the rate of progress required, he may order the CONTRACTOR to ensure their safety and increase their efficiency and adequacy, and the CONTRACTOR shall promptly comply with such orders. If at any

time the CONTRACTOR's working force and equipment are in the opinion of the PURCHASER/OWNER, inadequate for securing the necessary progress, as herein stipulated, the CONTRACTOR shall, if so directed, increase the working force and equipment to such an extent as to give reasonable assurance of compliance with the schedule of completion. The absence of such demands from the PURCHASER/OWNER shall not relieve the CONTRACTOR of his obligations to secure the quality, the safe conducting of the work and the rate of progress required under the CONTRACT. The CONTRACTOR alone shall be and remain liable and responsible for the safety, efficiency and adequacy of his methods, materials working force and equipment, irrespective of whether or not he makes any change as a result of any order or orders received from the PURCHASER/OWNER.

3.0 CHANGES IN THE WORK

- 3.1 If it becomes necessary or desirable to modify the CONTRACT and the specifications therein contained and the drawings, in a manner not materially affecting the substance thereof, or to make changes by altering, adding to or deducting from the work, or to add co-related work not now covered by the CONTRACT to the work to be done under the CONTRACT, the PURCHASER/OWNER may, without invalidating the CONTRACT, direct that changes shall be made accordingly. In cases where such changes increase the cost of the work and payment therefore, is not covered by the prices bid for the various items, the CONTRACTOR shall be reimbursed for such changes under a supplementary CONTRACT. In case such changes shall diminish the cost of the work proper, deduction towards such reduction in cost shall be made from the CONTRACT PRICE.
- 3.2 However, if any suggested changes would, in the opinion of the CONTRACTOR, prevent him from fulfilling any of his obligations or guarantees under the CONTRACT, he shall notify the PURCHASER/OWNER thereof in writing, and the PURCHASER/OWNER shall decide forthwith whether or not the same shall be carried out, and if the PURCHASER/OWNER confirms his instructions, the CONTRACTOR's obligations and guarantees shall be modified to such an extent as may be mutually agreed.
- 3.3 In any case in which the CONTRACTOR has received instructions from the PURCHASER/OWNER as to carrying out the changes which, either then or later will, in the opinion of the CONTRACTOR, involve a claim for additional payment for extra work or for extra materials the CONTRACTOR shall, as soon as reasonably possible after receipt of such instructions, advise the PURCHASER/OWNER to that effect. But the PURCHASER/ OWNER shall not be liable for payment of any charge in respect of any such changes, unless instructions for making the same shall have been given in writing by the PURCHASER/OWNER after receipt of such advice from the CONTRACTOR
- 3.4 The CONTRACTOR, when requested in writing by the PURCHASER/ OWNER, shall perform extra work and furnish extra material not covered by the specification but forming an inseparable part of the work contracted for and shall be paid extra for all such work at rates and terms mutually agreed upon.

- 3.5 Extra items, if any, shall be paid on the basis of mutual negotiation for which purpose, the CONTRACTOR will produce, if so desired by the PURCHASER/ OWNER, the evidence of extra cost incurred by him on materials and labour.
- 3.6 Except for minor modifications in the work not involving extra cost and not inconsistent with the purposes of the work, and except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the PURCHASER authorizing the extra work or change and no claim for any addition to the CONTRACT amount shall be valid unless so ordered. The written authorization for extra work shall be in the form of 'Modification Permit'. All such modifications shall be executed under the provisions and conditions of the original CONTRACT.
- 3.7 The value of any such additional work and rates of items not included in the Schedule of Quantities shall be settled by mutual negotiation.

4.0 CONTRACTOR'S FUNCTIONS

4.1 GENERAL

4.1.1 The CONTRACTOR shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, schedule of quantities and Specification taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the CONTRACTOR finds any discrepancy therein, he shall immediately and in writing refer the same to the PURCHASER/OWNER whose decision shall be final and binding.

4.1.2 The CONTRACTOR shall, as far as possible, use locally available resources namely material, equipment and apparatus, sub-contractors and workmen, as long as it will not result in additional expense or delay to the PURCHASER, and without affecting the quality of work.

4.1.3 It is not expected that the work under the CONTRACT will be sub-contracted. However, in case the CONTRACTOR desires to sub-contract a part of the work, in the interest of the project, he shall request in writing to the PURCHASER/ OWNER his approval for the same, giving full and complete details regarding the proposed sub-contractor, his experience and the terms of subcontract. Approval from the PURCHASER/OWNER for sub-contracting part of the work shall not relieve the CONTRACTOR from any of his obligations and responsibilities under the CONTRACT.

4.1.4 The CONTRACTOR shall proceed with the work to be performed under the CONTRACT and each part and detail thereof, in the best and most workmanlike manner by engaging qualified, careful and efficient workers, and do the several parts thereof at such time and in such order as the PURCHASER/ OWNER may direct, and finish such work in strict conformance with the plans, drawings and/or specifications, and any changes, modifications or amplifications thereof made by the PURCHASER/OWNER

4.1.5 If any work is done at a place other than the site of the works, the CONTRACTOR shall obtain the written permission of the PURCHASER/ OWNER for doing so.

4.2 UNLOADING, INSPECTION AND STORING

4.2.1 Unless excluded in Section C of the Enquiry Document, the CONTRACTOR shall promptly unload from the carriers all the materials/equipment covered under this CONTRACT. It is the CONTRACTOR's sole responsibility to keep in touch with the PURCHASER/OWNER and others to inform him of the expected date and time of arrival of the carriers at site and ensure that his men and aids are available in time to unload the material/equipment and promptly release the carriers. Any demurrage charges incurred due to the delay in unloading the material/equipment and releasing the carriers shall be charged to the CONTRACTOR's account. The CONTRACTOR shall plan in advance his requirements of jacks, cranes, sleepers etc. required to unload the material/ equipment promptly and efficiently.

4.2.2 Unless excluded in Section C of the Enquiry Document, the CONTRACTOR shall safely transport the material/equipment to the storage area and store the same in a systematic manner with tags for easy identification and retrieval. The CONTRACTOR shall also maintain all required stores records and furnish all required reports.

4.2.3 All material and equipment received at site before the CONTRACTOR arrives at site shall be stored by the PURCHASER. These materials, if so specified in Section C of the Enquiry Document, shall be handed over to the CONTRACTOR and thereupon the CONTRACTOR shall inspect the same and furnish a receipt to the PURCHASER. The protection, safety and security of the materials so taken over by the CONTRACTOR shall thereafter be the responsibility of the CONTRACTOR until it is handed over to the PURCHASER after erection and/or commissioning. Any and all the material/equipment covered under the scope of this CONTRACT, received at site after the CONTRACTOR arrives at site, unless otherwise specified in the Section 'C' of the enquiry document, shall be unpacked inspected, checked against invoices by the CONTRACTOR. He shall furnish shortages and damages report to the PURCHASER/OWNER within a week of receipt of material and assist the PURCHASER in lodging claims with the insurance companies. In case the PURCHASER incurs a loss due to the delay in lodging insurance claims, which are attributable to the CONTRACTOR, all such losses shall be deducted from the CONTRACTOR's bills. The CONTRACTOR shall repack material/ equipment as required and store the same in an orderly manner.

4.2.4 The CONTRACTOR shall also inform the PURCHASER in right time regarding the repairs and replacements required towards the items damaged/lost in order to enable the PURCHASER to arrange for repairs and replacements well in time and avoid delays due to non-availability of equipment and parts.

4.2.5 The CONTRACTOR shall arrange for periodic inspection of material and equipment in his custody until taken over by the PURCHASER and shall carry out all protective and preservative measures required thereupon.

4.3 SUPPLY OF TOOLS, TACKLES AND OTHER MATERIALS

4.3.1 For full completion of the work, the CONTRACTOR shall, at his own expense, furnish all necessary false work, erection tools, machine tools, power tools, tackles, hoists, cranes, derricks, cables, slings, skids, scaffolding, work benches, tools for rigging, cribbing and blocking, welding machine, preheating and stress relieving equipment, X-ray and all

associated protective equipment, instruments, appliances, materials and supplies required for unloading, transporting, storing, erection, testing and commissioning that may be required to accomplish the work under the CONTRACT unless otherwise provided for. Adequacy of such tools will be subject to final determination of the PURCHASER/OWNER.

4.3.2 If Section C of the Enquiry Document so stipulates, the PURCHASER shall furnish to the CONTRACTOR, for use on the project, such equipment, tools and tackles that could be spared by him at the time of request for the same by the CONTRACTOR, at his standard rental charges. Such rental charges shall be deducted by the PURCHASER from the CONTRACTOR's progress payments when such payments are made.

4.3.3 The CONTRACTOR shall also furnish all necessary expendable devices like anchors, grinding and abrasive wheels, raw plugs, hacksaw blades, taps, dies, drills, reamers, chisels, files, carborundum stones, oil stones, wire brushes, necessary bamboo scaffolding, ladders, wooden planks, timbers, sleepers, and consumable material like oxygen, acetylene, argon, lubricating oils, greases, cleaning fluids, cylinder oil, graphite powder and flakes, fasteners, gaskets, temporary supports, stainless steel shims of various thickness as required, cotton waste, cheese cloth and all other miscellaneous supplies of every kind required for carrying out the work under the CONTRACT.

4.3.4 The CONTRACTOR shall provide all reasonable facilities including tools and personnel etc. and ensure co-ordination with the PURCHASER/OWNER and equipment supplier's erection supervisors to enable them to carry out all supervision, measurements, checks, etc. in a satisfactory manner.

4.3.5 The CONTRACTOR shall not dispose of, transport or withdraw any tools, tackles, equipment and material provided by him for the CONTRACT without taking prior written approval from the PURCHASER/OWNER, and the PURCHASER/OWNER at all times shall have right to refuse permission for disposal, transport or withdrawal of tools, tackles, equipment and material if in his opinion, the same will adversely affect the efficient and expeditious completion of the project.

4.4 SETTING OUT WORKS LINES AND GRADES

4.4.1 The CONTRACTOR shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work, the CONTRACTOR shall, at his own expense, rectify such error, if called upon to do so, to the satisfaction of the PURCHASER/OWNER and equipment suppliers' supervisors.

4.4.2 Where the PURCHASER/OWNER has already established the base lines and bench marks adjacent to the various sections of work the same must be carefully preserved by the CONTRACTOR and in case of their unnecessary destruction by him or any of his employees, these will be re-established by the PURCHASER/OWNER at the CONTRACTOR's expenses.

4.4.3 The CONTRACTOR shall be responsible for the accuracy of all dimensions within the various sections of the work according to the figures of dimensions in the drawings.

4.4.4 Where required, the CONTRACTOR shall establish and maintain base lines and bench marks adjacent to the various sections of work.

4.4.5. The CONTRACTOR shall carry out all final adjustments of foundation levels, dressing of foundation surfaces, bedding and grouting of anchor bolts and bedplates etc. as may be required for seating of the equipment in proper position. The CONTRACTOR shall be responsible for obtaining correct reference lines for purposes of fixing the alignment of various equipment from master bench marks furnished by the PURCHASER. Any minor alteration required in rectifying the anchor bolt pockets, anchor bolts, etc. shall be carried out by the CONTRACTOR at no extra cost.

4.4.6 The CONTRACTOR shall supply, fix and maintain at his cost during the execution of any work, all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, hoarding, guarding and lighting by night as well as by day, required not only for the proper execution and protection of the said work, but also for the protection of the pumping and the safety of any adjacent roads, streets, cellars, vaults, ovens, walls, houses, buildings and all other erections, matters or things. The CONTRACTOR shall take out and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring, etc. as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and things disturbed during execution of the work, to the satisfaction of the PURCHASER/OWNER. The CONTRACTOR shall be paid no additional amount for the above and for access roads to be made to reach the construction site.

4.4.7 In the execution of the work no person other than the CONTRACTOR, or his duly appointed representatives, his sub-contractors and their workmen, shall be allowed to do work at the site, except by the special permission, in writing of the PURCHASER/OWNER or their representative, but access to the site at all times shall be accorded to the PURCHASER/OWNER and their representatives and other authorized officials and statutory public authorities. Nevertheless, the CONTRACTOR shall not object to the execution of the work by other contractors or tradesmen whose names shall have been previously communicated in writing to the CONTRACTOR by the PURCHASER/ OWNER and afford them every facility for the execution of their several functions simultaneously with his own.

4.4.8 If the work or any portion thereof is damaged in any way excepting by the acts of the PURCHASER/OWNER, or if defects not readily detected by prior inspection shall develop before the final completion and acceptance of the whole work, the CONTRACTOR shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the PURCHASER/OWNER. In no case shall defective or imperfect work be retained.

4.4.9 In respect of observations of local rules, administrative orders, working hours and the like, the CONTRACTOR and his personnel shall co-operate with the PURCHASER/OWNER.

4.5.10 The PURCHASER reserves the right to perform or have performed in and about the works during the time when the CONTRACTOR is performing his work here under, such other work as the PURCHASER desires, and the CONTRACTOR shall make all reasonable effort to perform his work here under in such manner as will enable such other work to be

performed without hindrance and shall make no claim for damage against the PURCHASER arising out of such other work or interference there from. The CONTRACTOR or any of his subcontractors shall work in harmony with such other contractors and local public regardless of race, religion, colour or national origin and any DISPUTE between contactors and local public shall not be arbitrated by the PURCHASER/OWNER. The CONTRACTOR is responsible for any UN-LAWFUL ACTIVITIES committed at site by them and PURCHASER will not be responsible for such activities committed in case of any Police case.

4.5.11 If any part of the CONTRACTOR's work depends, for proper execution, upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report in writing to the PURCHASER/OWNER any defect in such work of other contractors that render it unsuitable for proper execution of the work under the CONTRACT. His failure to so, inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the work of other contractors after the proper execution of the work. To ensure proper execution of his subsequent work, the CONTRACTOR shall measure work already in place and shall at once report to the PURCHASER/OWNER any discrepancy between the executed work and the drawings.

4.5.12 In the event of the CONTRACTOR being prevented by causes not attributable to him from proceeding with erection or from completing erection before he withdraws from the site, he shall handover to the PURCHASER/OWNER for safe keeping during his absence such CONTRACT material that he is unable to erect, and the PURCHASER will furnish a receipt for material so handed over.

4.5.13 The CONTRACTOR shall not sell, assign, mortgage, hypothecate or remove equipment or materials which have been installed or which may be necessary for the completion of the CONTRACT without the written consent of the PURCHASER.

4.6 INSPECTION OF WORK

4.6.1 The PURCHASER/OWNER or any person appointed by them shall have access and right to inspect the work, or any part thereof, at all times and places during the progress of the work. The inspection and supervision is for the purpose of assuring the PURCHASER that the plans and specifications are being properly executed and while the PURCHASER/OWNER and their representatives will extend to the CONTRACTOR all desired assistance in interpreting the plans and specifications, such assistance shall not relieve the CONTRACTOR of any responsibility for the work. Any work which proves faulty shall be corrected by the CONTRACTOR without delay. The fact that the PURCHASER/OWNER or their representatives have not pointed out faulty work or work which is not in accordance with plans and specifications shall not relieve the CONTRACTOR from correcting such work as directed by the PURCHASER/OWNER without additional compensation

4.6.2 When finished work is taken down for the purpose of inspection, the CONTRACTOR shall stand the entire expense incident thereto in the event that said work is found to be defective. The PURCHASER shall pay the cost incident thereto in the event that the work inspected is found to be in accordance with the specification. In the latter case, the replacing

of the covering or the making good of any of the parts removed shall be paid for by the PURCHASER at the contracted prices for the class of work done and the uncovering or taking out of materials or parts shall be paid for on the basis of actual direct cost of material, labour and incidental expense, plus reasonable rental prices for transportation of equipment, except that no percentage for the CONTRACTOR's fees shall be added to actual direct cost of material, labour and incidental expenses. However, no extension of time shall be given for completion of works on this account. If the CONTRACTOR fails to repair any defective work or replace any defective materials after reasonable notice, the PURCHASER/OWNER may cause such defective work to be repaired or defective material to be replaced and the expenses thereof shall be deducted from the amount to be paid to the CONTRACTOR.

4.6.3 The PURCHASER/OWNER, their representatives and the employees shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are being prepared or constructed for the CONTRACT and also to any place where the materials are lying or from where they are being obtained, the CONTRACTOR shall give every facility to the PURCHASER/OWNER and his representatives for inspection and examination and test of the materials and workmanship even to the extent of discontinuing portions of the work temporarily, or of uncovering or taking down portions of finished work.

4.7 PROTECTION TO PLANT

4.7.1 Except in case where the PURCHASER's express permission is applied for and received in writing, no use of the PURCHASER's plant facilities such as cranes, passenger elevator, toilets, showers or machine shop shall be made by the CONTRACTOR or his employees.

4.7.2 The PURCHASER shall not be responsible or held liable for any damage to person or property consequent upon the use, misuse or failure of any construction tools and equipment used by the CONTRACTOR or any of his subcontractors, even though such construction tools and equipment may be furnished, rented or loaned to the CONTRACTOR or any of his sub-contractors. The acceptance and/or use of any such construction tools and equipment by the CONTRACTOR or his sub-contractors shall be construed to mean that the CONTRACTOR accepts all responsibility for and agrees to indemnify and save harmless the PURCHASER from any and all claims for said damages resulting from said use, misuse or failure of such construction tools and equipment.

4.7.3 The CONTRACTOR and his SUB-CONTRACTORS shall be responsible during work for protection of the work, which has been completed by other contractors. Necessary care shall be taken to see that no damage to the same is caused by his own men during the course of execution of their work. In any case, the CONTRACTOR shall be liable for all damages and consequences arising out of his neglect in this regard.

4.7.4 All other work completed or in progress as well as machinery and equipment that are liable to be damaged by the CONTRACTOR's work shall be protected by the CONTRACTOR and such protection shall remain and be maintained until its removal is directed by the PURCHASER/OWNER.

4.7.5 The work shall be carried out onto completion without damage to any work and property adjacent to the area of his work; to whomsoever it may belong, without interference with the operation of their existing machines or equipment. In any case, the CONTRACTOR shall be liable for all damages and consequences arising out of his neglect in this regard.

4.7.6 The CONTRACTOR shall provide the necessary temporary roadways, footways, guards as may be rendered necessary by reason of his work, for the protection and accommodation of foot passengers or other traffic of the PURCHASER or occupier of adjacent property and of public. The CONTRACTOR shall at all times provide sufficient temporary barriers, notice boards and lights to protect and warn the public and post necessary watchman to guard the site and equipment. The CONTRACTOR shall take all precautions necessary and shall be responsible for the safety of the work to be performed by him. The CONTRACTOR shall also observe and display 'Safety First' signs and shall have proper safety and fire protection equipment.

4.7.7 Adequate lighting at and near all the storage, handling, fabrication, preassembly and erection sites for properly carrying out the work and for safety and security shall be provided by the CONTRACTOR. The CONTRACTOR's work area would be adequately lighted during night time also. The CONTRACTOR should also engage adequate electricians/wireman, helpers etc. to carry out and maintain these lighting facilities. If the CONTRACTOR fails to provide all the above listed facilities, the PURCHASER shall not provide such facilities. In any case, the CONTRACTOR shall be liable for all damages and consequences arising out of his neglect in this regard.

4.8 CLEAN UP OF WORK SITE

4.8.1 All soil, filth or other matter of an offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface, but shall at once be carted away by the CONTRACTOR, from the site of work for suitable and proper disposal.

4.8.2 The CONTRACTOR shall not store or place the equipment, materials or erection equipment on the drive ways and streets and shall take care that his work in no way restricts or impedes traffic or passage of men and material. During erection, the CONTRACTOR shall, without any additional payment, at all times keep the working and storage areas used by him free from accumulation of loose or combustible material, waste materials or rubbish, to avoid fire hazard and hindrance to other works of the PURCHASER. If the CONTRACTOR fails to comply with these requirements in spite of written instructions from the PURCHASER/OWNER, the PURCHASER will proceed to clear those areas and the expenses incurred by the PURCHASER in this regard shall be payable by the CONTRACTOR. Before completion of the work, the CONTRACTOR shall remove or dispose of in a satisfactory manner all scaffolding, temporary structures, waste and debris and leave the premises in a condition satisfactory to the PURCHASER/OWNER. Any packing materials received with the equipment shall remain the property of the PURCHASER and may be used by the CONTRACTOR for the performance of the work on payment of standard charges to the PURCHASER and with prior approval of the PURCHASER. At the completion of his work and before final payment, the CONTRACTOR shall remove from site all construction equipment temporary structures and debris and shall restore the site to a neat workmanlike condition, at his cost.

4.9 GUARANTEE

Twelve calendar months from the date of completion of the CONTRACT, unless otherwise agreed in writing by the PURCHASER/OWNER, will be deemed to be the 'Guarantee/Defects Liability Period'. The works shall not be considered as completed until the PURCHASER/OWNER has certified in writing that these have been virtually completed and the 'Guarantee/Defects Liability Period' shall commence from the date of such certificate. In case any defects in the work due to bad materials, and/or bad workmanship develop in the work before the expiry of the period, the CONTRACTOR, on notification by the PURCHASER, shall rectify or remedy the defects at his own cost and he shall make his own arrangements to provide materials, labour, equipment and any other appliances required in this regard. The retention amount will be returned to the CONTRACTOR only after the expiry of this 'Guarantee/Defects Liability Period'. In case even on due notification by the PURCHASER, the CONTRACTOR fails to rectify or remedy the defects, the PURCHASER shall have the right to get this done by the other agents and recover the cost incurred by deductions from the retention amount due to the CONTRACTOR, in case this cost is within the value of the retention amount, and if not, the CONTRACTOR shall be liable to pay to the PURCHASER the balance amount.

4.10 SECRECY

The CONTRACTOR shall not disclose any information furnished by the PURCHASER/OWNER nor any drawings, reports and the information prepared by the CONTRACTOR for the project, without the prior written approval of the PURCHASER except in so far as disclosure is necessary for the performance of the CONTRACTOR's work and services under the CONTRACT.

4.0 TIME AND ORDER OF COMPLETION AND LIQUIDATED DAMAGES

5.1 The CONTRACTOR shall be allowed admittance to the site on the 'Date of Commencement' and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same on or before the 'Date of Completion'.

5.2 The CONTRACTOR agrees that the work shall be commenced and carried on at such points, and in the order of precedence and at such times and seasons as may be directed by the PURCHASER/OWNER in accordance with the schedule for the completion of work as outlined in the CONTRACT. The CONTRACTOR declares that he has familiarized himself with the site and rights-of-way, with all the local conditions, and with all the circumstances which may or are likely to affect the performance and completion of the work, and that he has allowed for such conditions in the preparation of this schedule. The progress of work shall be checked at regular monthly intervals and the percentage progress achieved shall be commensurate with the time elapsed after the award of contract.

5.3 However, it is not incumbent upon the PURCHASER/OWNER to notify the CONTRACTOR when to begin, neither to cease or resume work, nor to give early notice of the rejection neither of faulty work, nor in any way to superintend so as to relieve the CONTRACTOR of responsibility or of any consequence of neglect or carelessness by him or his subordinates.

5.4 No necessity for an extension of time is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the CONTRACTOR, which, in the opinion of the PURCHASER/OWNER should entitle the CONTRACTOR to a reasonable extension of time, such extension may be granted but shall not operate to relieve the CONTRACTOR of any of his obligations

5.5 The CONTRACTOR shall promptly notify the PURCHASER/OWNER any event or conditions which might delay the completion of erection work in accordance with the approved schedule and the steps being taken to remedy such situation.

5.6 If the CONTRACTOR is delayed at any time in the commencement or during the progress of the work by any act, delay or neglect of the PURCHASER/ OWNER or his employees, or by any other contractor utilized by the PURCHASER/OWNER or by changes ordered in the work by the PURCHASER/OWNER, or by Force Majeure, the time of completion shall be extended by a reasonable period as may be mutually agreed, upon application from the CONTRACTOR at the time of such special circumstances occurring and not towards the end of the CONTRACT period.

5.7 Force Majeure is herein defined as (1) any cause which is beyond the control of the CONTRACTOR or the PURCHASER, as the case may be (2) natural phenomenon including but not limited to weather conditions, floods, drought, earthquakes and epidemics (3) acts of any Governmental authority, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantine, embargoes, licensing control or production or distribution restrictions; (4) accidents and disruptions including but not limited to fires explosions, breakdowns of essential machinery or equipment and power shortages; (5) transportation delay due to force majeure or accidents; (6) strikes, slowdown, lockouts and sabotage; (7) riots and civil commotions; (8) failure or delay in the CONTRACTOR's source of supply due to force majeure causes enumerated at 1 to 7.

5.8 The PURCHASER/OWNER shall have the right to require the discontinuance of the work, in whole or in part, for such time as may be necessary, should the condition of the weather or flood or other contingencies make it desirable to do so, in order that the works shall be well and properly executed. Extension of time shall be granted to the CONTRACTOR for discontinuance of work so required, and the CONTRACTOR shall not claim for compensation or damage in relation thereto.

5.9 The time stipulated in the CONTRACT for the execution and completion of the works shall be deemed to be the essence of the Contract. In the event the CONTRACTOR fails to execute, complete and deliver the works within the time specified in the CONTRACT, then the CONTRACTOR shall pay to the PURCHASER as and by way of liquidated damages one (1) percent of the total value of the CONTRACT for each week's delay after expiry of a period of 14 days' grace beyond the date of completion specified in the CONTRACT. However, such payments shall not exceed 10% of the total value of the CONTRACT. The PURCHASER may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the CONTRACTOR. In the event of extension of time being granted by the PURCHASER/OWNER in writing, for completion of the work, stated in paras 5.4, 5.6, 5.7 and 5.9, this penalty clause will be applicable after the expiry of such extension period

5.10 DELAY AND EXTENSION OF TIME

If in the opinion of the PURCHASER/OWNER, the work be delayed (a) by force majeure or (b) by reason of proceedings taken or threatened by or disputes with adjoining or neighboring owners or public authorities or (c) by the works or delays of other Constructors or Tradesman engaged by the PURCHASER or (d) by reason of 'PURCHASER's INSTRUCTIONS' as per para 1.1 or (e) in consequence of the CONTRACTOR not having received in due time necessary instructions from the PURCHASER/OWNER for which he shall have specifically applied in writing, or (f) by reason of nonpayment of running bills within a reasonable period after issue of the certificate by the PURCHASER/OWNER, the PURCHASER/OWNER shall make a fair and reasonable extension of time for completion of the CONTRACT works. In case of strike or lockout the CONTRACTOR shall, as soon as possible, give written notice thereof to the PURCHASER/OWNER, but the CONTRACTOR shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the PURCHASER/OWNER to proceed with the work.

6.0 CONTRACT PRICE

6.1 CONTRACT price shall include all traveling expenses to and from the site, allowances, living expenses, wages, salaries, overtime, benefits and all compensations for the skilled and unskilled workmen, supervisors, engineers, clerical staff, watch and ward staff and storekeepers etc., insurance carried by the CONTRACTOR for his workers, workmen's compensation, third party liability and any other insurance required by the specification, cost of all licenses and permits, cost of procurement, loading, transport and unloading of all the material, tools and tackles, instruments and construction aids to and from the site, cost of providing office, tool room, quarters, canteen, workshops and all facilities at site as may be required, cost of supply of all material required under the CONTRACT, performance of all services as required under the CONTRACT and satisfactorily executing the complete work under the CONTRACT. If any fees are to be paid to the statutory authorities for testing, inspection or calibration, these shall be paid by the CONTRACTOR and included in his cost. The CONTRACT price shall be firm. If any price escalations are to be applied, they should be clearly indicated as required in the Schedule of Prices.

6.2 The BIDDER shall inspect, examine and obtain all information and satisfy himself regarding all matters and things such as nature and character of work, site conditions and other relevant matters such as right of way, surface water conditions to be encountered, the character of equipment and facilities needed for the prosecution of the work, the availability, location and suitability of all construction materials, the quantities of various sections of the work, and the local conditions, relating to the execution and maintenance of the works to be carried out under the CONTRACT or any hindrance to or interference with construction and maintenance of the works from any cause whatsoever including any other operation of works, which may or shall be carried out on or adjacent to the site of these works, under the CONTRACT and shall make allowance for all such contingencies in the CONTRACT price and shall not raise any claims or objections against the PURCHASER in any of such matters as mentioned above, except when they pertain to sub-surface conditions. The acceptance of the order or execution of the CONTRACT shall be construed as evidence that such an examination was made and later claims for labour, equipment or materials required for difficulties encountered shall not be allowed.

SCHEDULE OF QUANTITIES

The quantities of the various kinds of work to be carried out and materials to be furnished under the CONTRACT which have been estimated and set forth in the proposal or the Agreement or the lists of CONTRACT PRICES, are the best available, but may not be accurate in any or all particulars and are only for the purpose of comparing, on a uniform basis, the bids offered for the work under the CONTRACT. The BIDDER agrees that neither the PURCHASER nor the OWNER nor any of the employees or agents thereof shall be held responsible if any of the estimated quantities should be found to be not even approximately correct in the construction of the work and that he shall not, at any time, dispute or complain of such statement nor assert that there was any misunderstanding in regard to the character, sizes and type of work to be done or the kind or amount of the materials to be furnished. Further, the CONTRACTOR shall make no claim for anticipated profits, for loss of profit or for damages because no work is ordered under certain items or because of a difference between the quantities of the various kinds of work to be done or materials actually delivered and the estimated quantities set forth by the PURCHASER/OWNER. This is applicable only in case of unit rate CONTRACTS.

Any work shown on the equipment supplier's drawings and not particularly described in the CONTRACT and its associated specifications, or specified and not shown on the drawings, shall be included by the BIDDER in his bid, and the omission from both the drawings and specifications of any detail of work necessary and obviously intended, shall not relieve the CONTRACTOR from performing such work.

7.0 INDEMNITY INSURANCE AND DEPOSIT

7.1 The CONTRACTOR shall be solely responsible for all injury to persons, animals or things and for all damage to property to whomsoever it may belong which may arise from operations or neglect of his or of any sub-contractor or any of his sub-contractor's employees, whether such injury or damage arises from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of the CONTRACT. This para shall be held to include, inter alia, any damage to building whether immediately adjacent to or otherwise and any damage to roads, footpaths, monuments or ways as well as all damage caused to the buildings or the works forming the subject of the CONTRACT. The CONTRACTOR shall promptly report in writing to the PURCHASER/OWNER all cases of accidents and damages however caused and wherever occurring in execution of the CONTRACT, and shall make adequate arrangements to render all possible aids to the victims of all such accidents and damages.

7.2 The CONTRACTOR shall indemnify the PURCHASER in respect of all actions, suits, claims and demands brought or made against the PURCHASER by the workmen of the CONTRACTOR or any other person or persons whomsoever in connection with the works or in respect of any matter or thing done or omitted to be done by the CONTRACTOR in the execution of or in connection with the works notwithstanding that all reasonable and proper precautions may have been taken by the CONTRACTOR and against any loss or damage to the PURCHASER/OWNER in consequence of any action or suit being brought against the PURCHASER/OWNER for anything done or committed to be done in connection with the execution of the work. The indemnity given by the CONTRACTOR as aforesaid shall extend

to making good all claims and demands arising out of losses/damages to property of every description and kind, the infringement of any legal right as well as injury or accident to any person resulting in death or otherwise.

7.3 In the event of non-compliance of the provisions of para 7.2 by the CONTRACTOR, the PURCHASER shall have full power and right at his discretion to defend or compromise any suit or pay claim or demand brought or made against him as aforesaid whether pending or threatened, as he may consider necessary or desirable and shall be entitled to recover from the CONTRACTOR all sums of money including the amount of damages and compensation and all legal costs, charges and expenses in connection with any compromise or award which shall not be called into question by the CONTRACTOR and shall be final and binding upon him.

7.4 The CONTRACTOR shall reinstate all damages of every sort mentioned in this para so as to deliver the whole of the CONTRACT works completed and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

7.6 The CONTRACTOR shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Government or any other authority such as the Workmen's Compensation act 1923, Payment of Wages Act, Minimum Wages Act 1948, Employees State Insurance Act, Employees Provident Fund Act, etc. and any and all statutory modifications thereof in connection with employees engaged by him or his sub-contractors in the work.

7.7 SECURITY DEPOSIT

7.7.1 Security Deposit shall be furnished by the CONTRACTOR as stipulated in the Instructions to Bidders and Specific Non-Technical Requirements - Part II for the due and faithful fulfillment of Contract. No interest will be payable on the Earnest Money or the Security Deposit.

7.7.2 The refund of the Security Deposit (Bank Guarantee as well as cash deductions from running account bills) shall be as indicated in Special Condition Of Contract.

7.7.3 Before the CONTRACTOR shall be entitled to the refund of Security Deposit, he shall satisfy the OWNER that all bills for labour, material, lands, licenses and other expenses for which the OWNER might be sued or for which a lien might be filled have been fully satisfied. The CONTRACTOR shall execute and file with the OWNER a release, in proper form, of any and all claims against the OWNER on account of this Contract, and the CONTRACTOR shall indemnify the OWNER from future claims, sections and liens.

8.0 MEASUREMENT OF WORK AND PROGRESS PAYMENTS

8.1 The PURCHASER/OWNER may, from time to time, intimate the CONTRACTOR that he requires the works to be measured and the CONTRACTOR shall attend or send a qualified agent to assist the PURCHASER/OWNER or his representative in taking such measurements and calculations and to furnish all particulars as may be required by him.

8.2 Should the CONTRACTOR not attend or neglect or omit to send such agents, the measurement taken by the PURCHASER/OWNER or approved by him shall be taken to be the correct measurements of the work.

8.4 The CONTRACTOR or his agent may, at the time of measurement, take such notes of measurements as he may require.

8.5 When measurements are affected by conditions already established, the CONTRACTOR shall take field measurements notwithstanding scale or dimensions shown on the drawings.

8.6 The measurements so taken and certified correct by the PURCHASER/ OWNER shall be the basis for the progress payment to the CONTRACTOR. Where the break-up of the CONTRACT PRICE on unit basis is difficult to arrive at, the PURCHASER/OWNER and the CONTRACTOR shall work out at the commencement of the CONTRACT, the weightages or the cost break-ups to arrive at a mutually agreeable basis for computation of the progress estimates.

8.7 To the value so arrived at on the basis of the CONTRACTOR's monthly progress evaluated, shall be added the amounts earned by the CONTRACTOR under supplemental contracts and orders if any, till date of the progress estimate. From the total thus computed, all previous payments plus any amounts due to the PURCHASER in accordance with the terms of this CONTRACT shall be deducted. The remainder shall be paid by the PURCHASER to the CONTRACTOR under Interim Certificates from OWNER.

8.8 In case work is nearly suspended, or in case only unimportant progress is being made, or in case it is apparent that the CONTRACTOR is about to forfeit his CONTRACT or that the money yet due to him shall not complete the CONTRACT, the PURCHASER may at his discretion withhold any payment which may be due to the CONTRACTOR

8.9 The bank guarantee provided by the CONTRACTOR as security against 10% advance paid to him shall be returned to the CONTRACTOR on issue of a final completion certificates to the CONTRACTOR. The bank guarantee furnished against the advance shall be current and valid, and revalidated for the residual unadjusted value till the PURCHASER issues a final completion certificate for the CONTRACTOR's scope of work.

8.10 The CONTRACTOR shall not demand nor be entitled to receive payment for the work or portion thereof, except in the manner set forth in the CONTRACT and only after the PURCHASER/OWNER has given a certificate for such payment.

8.11 FINAL PAYMENT

8.11.1 Whenever, in the opinion of the PURCHASER/OWNER, the work covered by the CONTRACT has been completed, he shall prepare a final abstract showing the total amount of work carried out by the CONTRACTOR and its value under and according to the terms of the CONTRACT. From the total value thus arrived at shall be deducted all previous payments and all deductions made in accordance with the provisions of the CONTRACT.

The remainder shall be paid by the PURCHASER to the CONTRACTOR within three months after the date at the PURCHASER/OWNER's final certificates.

8.11.2 Payment of the retention amount shall be due after the Defects Liability Period of 12 calendar months, as per conditions stipulated above.

8.11.3 The CONTRACTOR shall not be entitled to the said retention amount, until he shall deliver to the PURCHASER a complete release of all liens arising out of the CONTRACT or receipts in full in lieu thereof, and in either case an affidavit that so far as he has knowledge or information, the release and receipts include all the labour, materials, licenses and other commitments for which a lien could be filed. If any lien remains unsatisfied after all payments are made to the CONTRACTOR, he shall refund to the PURCHASER all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and the attorney's fees so incurred.

8.12 WITHHOLDING PAYMENT

8.12.1 The PURCHASER may withhold part or whole of any payment for bills paid to the CONTRACTOR, which in opinion of the PURCHASER, is necessary to protect himself from loss on account of

- (a) Defective work not remedied or guarantees not met
- (b) Claims filed against the CONTRACTOR
- (c) Failure by the CONTRACTOR to make due payment for materials supplied or labour employed by him, non payment of royalty
- (d) Damage to other contractors', the PURCHASER's or others' property
- (e) Failure to meet the mutually agreed schedules

8.12.2 When the grounds for withholding payments are removed, payments of the amount due to the CONTRACTOR shall be made by the PURCHASER without delay. No interest shall be paid for the withhold amount.

9.0 TERMINATION OF CONTRACT

9.1 If the CONTRACTOR (being an individual or a firm) commits any 'Act of Insolvency', or shall be adjudged an Insolvent, or shall make an assignment or composition for the greater part in number of amount of his creditors, or shall enter into a Deed of Assignment with his creditors, or being an Incorporated Company shall have an order made against him or pass an effective Resolution for winding up either compulsorily or subject to the supervision of the Court or voluntarily, or if the Official Assignee of the CONTRACTOR shall repudiate the CONTRACT, or if the Official Assignee or the Liquidator in any such winding up shall be unable, within seven days after notice to him requiring him to do so, to show, to the reasonable satisfaction of the PURCHASER/OWNER, that he is able to carry out and fulfil the CONTRACT and if required by the PURCHASER/OWNER to give security thereof or if the CONTRACTOR (whether an Individual, Firm or Incorporated Company) shall suffer

execution to be issued, or if the CONTRACTOR shall suffer any payment under the CONTRACT to be attached to by or on behalf of any of creditors of the CONTRACTOR or if the CONTRACTOR shall assign or sublet the CONTRACT without obtaining the consent in writing of the PURCHASER/OWNER, or if the CONTRACTOR shall charge or encumber this CONTRACT for any payments due or which may become due to the CONTRACTOR there under, or if OWNER shall certify in writing to the PURCHASER that in his opinion the CONTRACTOR.

9.1.1 Has abandoned the CONTRACT, OR

9.1.2 Has failed to commence the work, or has, without any lawful excuse under these conditions, suspended the progress of the works for seven days after receiving from the OWNER's written notice to proceed, OR

9.1.3 Has failed to remove materials from the site or to pull down and replace works within seven days after receiving from the PURCHASER/OWNER written notice that the said materials or work were condemned and rejected by the OWNER under these conditions, OR

9.1.4 Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the CONTRACT to be observed and performed by the CONTRACTOR for seven days after written notice shall have been given to the CONTRACTOR requiring the CONTRACTOR to observe or perform the same,

OR

9.1.5 Has, to detriment of good workmanship or in defiance of the PURCHASER/OWNER's instructions to the contrary, sub-contracted part of the CONTRACT, then and in any of the said causes, the PURCHASER may, notwithstanding any previous waiver, after giving seven days notice in writing to the CONTRACTOR, determine the CONTRACT, and have the rest of the work completed by employing other agencies at the cost of the CONTRACTOR, without affecting the mutual obligations created prior to such termination in regard to the work already carried out. The PURCHASER will hold in his custody all plant, tools, tackles etc. belonging to the CONTRACTOR till the claim of the PURCHASER for compensation due from the CONTRACTOR is fully settled. After completion of the work, the PURCHASER/ OWNER shall ascertain and certify in writing under his hand what, if anything, shall be due or payable to or by the CONTRACTOR, after considering the value of the work completed and materials supplied by the CONTRACTOR before termination of the CONTRACT, which may have remained unpaid, and the expenses of direct loss which the PURCHASER may have incurred or suffered in getting the work completed by other agencies. The amount so certified shall be paid by the PURCHASER to the CONTRACTOR or by the CONTRACTOR to the PURCHASER as the case may be. The certificate of the OWNER in that regard shall be final and conclusive.

9.1.6 After the above payments are made, the PURCHASER/OWNER shall give a notice in writing to the CONTRACTOR to remove his materials and plant and should the CONTRACTOR fail to do so within a period of 14 days after receipt of such notice, the PURCHASER shall dispose them of by suitable means and shall pass on the CONTRACTOR the amounts realized after deducting expenses incurred in such disposal. The PURCHASER

shall not accept any responsibility for any loss, damage or deterioration of the materials of the CONTRACTOR during their custody by the PURCHASER.

10.0 ETHICAL CONCERNS

The CONTRACTOR may raise Ethical Concerns, if any, with regard to OWNER's personnel, with the senior management of the OWNER.

11.0 ABNORMALLY HIGH AND LOW RATED ITEMS

For item rate tenders if, the rates quoted by the lowest bidder for certain items of the Bill of Quantities of the Tender are found to be abnormally high or low in comparison to the Market Rate analysis of the item done by APL and/or in comparison to APL's method of working out market rate justification for the items, the same shall be governed as under: -

For Abnormally High Rated items (AHR), the progressive payment shall be 80% (Eighty percent) of the payment due to the Contractor against execution of the AHR items. The balance withheld 20% (twenty percent) payment shall be released after 80% of total value of the original contract is completed in financial terms in order to ensure that the Abnormally Low Rated (ALR) items identified at the time of Award of work have been executed as per requirement of project and as per terms of Contract. Further, deviation limit for AHR items shall be nil on plus side and 100% on minus side. The decision of Engineer-In-Charge of APL in this regard shall be final and binding on the Contractor.

The decision of APL on identification/marketing of AHR and ALR items is final and binding on the Contractor. In case the Contractor does not agree to the identified AHR and ALR items, at the time of award of works, the EMD/Security Deposit cum Performance Guarantee of the Contractor shall be forfeited and decision of APL in this regard shall be final & binding on the Contractor.

SAFETY CONDITIONS FOR UNDERTAKING SITE WORK**1.0 SCOPE**

This document gives broad guidelines to be followed by the CONTRACTOR for ensuring safe working conditions in and around the site.

2.0 SAFETY ORGANISATION

2.1 The CONTRACTOR shall take all necessary precautions not only for safe working of his own workmen but also deploy all precautions to ensure safety of structures, equipment and workmen of other agencies in and around his work site..

2.2 The CONTRACTOR shall ensure that his workmen do not trespass into prohibited areas. Proper Barricading of the site is required before the commencement of the work.

2.3 The PURCHASER/OWNER shall have the right to inspect at any time, all items of machinery or equipment brought to site by the CONTRACTOR, his agents or workmen and to prohibit the use on the site of any item, which in the opinion of the PURCHASER / OWNER is or may be detrimental to the safety of the site. The exercise of such right or the omission to exercise it in any particular case shall not absolve the CONTRACTOR or his agents or workmen of their responsibility of adhering to the safe working practices.

3.0 INSURANCE STATUTORY REQUIREMENTS:

3.1 CONTRACTOR should obtain Contract Labour License from Inspector of labour/Inspector of factories as per Contract labour act 1970.

3.2 All the Contractor's workmen should be covered by Site Specific Workmen compensation insurance or Group Workmen compensation insurance with site name endorsed for the project duration (Workmen Compensation Act 1923) or should cover under ESI(If the project location is in ESI Zone).

3.3 All the Contractor's workmen should be covered under EPF (Employee Provident Fund Act 1952).

3.4 All CONTRACTORS should comply with local statutory requirement:

(i) Building and other Construction workers Act, 1996. (ii) Environmental protection Act, 1986. (iii) Factories Act, 1948. (iv) Indian Electricity Act, 2003.

3.5 CONTRACTOR shall obtain CAR Policy / ESIC policy for the entire project value / duration.

4.0 CONVEYANCE FOR EMERGENCY

The CONTRACTOR shall ensure that conveyance and person with driving license is available at site at all times of work execution so that in case of an accident, the victim can be rushed to nearest medical centre.

5.0 EMERGENCY PROCEDURES

5.1 The CONTRACTOR shall familiarize himself with the emergency procedures, which apply to plants and areas in which his men are working.

5.2 First Aid Box shall be kept in the CONTRACTOR's site office. The CONTRACTOR's site-in-charge and his key supervisors shall be trained in administering first aid, preliminary treatment for electrical shocks, fall from height and burns etc.

5.3 When an emergency condition exists or on hearing the 'Stop Work Alarm' every supervisor shall ensure:

(a) All work is stopped at once.

(b) All equipment is shutdown.

(c) All men are evacuated to a pre-determined assembly point.

(d) A roll call is taken and every man is accounted for.

(e) No one shall be permitted to return to work until notification has been received from a responsible authorized agency that it is safe to do so.

7.0 PREMISES AND HOUSE-KEEPING

7.1 ORDERLY WORK-PLACE

7.1.1 The CONTRACTOR shall maintain a well-managed safe working place in sound clean condition. The CONTRACTOR shall ensure that there is a place for everything and everything in its place so that optimum use is made of valuable floor space with commensurate cleanliness and reduced handling time. He shall ensure that his entire infrastructure including temporary and semi-temporary buildings are kept clean and good repair.

8.0 STACKING AND STORAGE PRACTICE

8.1 The CONTRACTOR shall maintain the premises and surrounding areas in clean and clear manner with safe access and egress. There shall be sufficient and adequate storage racks, shelving, bins and pallets and material handling equipment to stack his construction materials such as pipes structural and construction enabling materials. Unwanted materials shall be promptly moved away for efficient material movement

SECTION-F**SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS**

The BIDDER shall indicate below all deviations from the Technical Specifications.

Sl. No	SECTION	SPECIFICATION NO	PARA NO.	DEVIATION

The BIDDER hereby certifies that the above mentioned are the only deviations from the PURCHASER's/OWNER's Technical Specifications for this Enquiry Document. The BIDDER further confirms that in the event any other data and information presented in the BIDDER's proposal and accompanying documents including drawings and catalogues etc. are at variance with the specific requirements laid out in the PURCHASER's/OWNER's Technical Specifications, the latter shall govern and shall be binding on the BIDDER without any price implication.

COMPANY SEAL

Signature

Name

Designation

Company

Date

SCHEDULE OF DEVIATIONS FROM GENERAL CONDITIONS

The BIDDER shall indicate below all deviations from the General Conditions.

Sl. No	SECTION	SPECIFICATION NO	PARA NO.	DEVIATION

The BIDDER hereby certifies that the above mentioned are the only deviations from the PURCHASER's/OWNER's General Conditions for this Enquiry Document. The BIDDER further confirms that in the event any other data and information presented in the BIDDER's proposal and accompanying documents including drawings and catalogues etc. are at variance with the specific requirements laid out in the PURCHASER's/OWNER's General Conditions, the latter shall govern and shall be binding on the BIDDER without any price implication.

COMPANY SEAL

Signature

Name

Designation

Company

Date

SCHEDULE OF PRE-FILLED AGREED TERMS AND CONDITIONS

Bidder Name: M/s.

ENQUIRY No- **APL/Proj/Civil/Formalin/04/DD/2018/576**

Bidder's Offer Ref. No. :

Tel No. _____ Fax no _____

Email:

Contact Person: _____ Mobile No.

1. Duly signed & stamped copies of this "PATC", with all the clauses duly confirmed/ precisely replied to by the Contractor, shall be enclosed with each and every set of Contractor's un-priced quotation.

2. All the commercial terms and conditions shall be indicated by Contractor in this format only and nowhere else in his quotation. However, in case the space for Contractor's reply is not sufficient against a particular question, the Contractor shall furnish same by way of separate annexure attached to this "PATC", indicating cross-reference of respective clauses.

1. Failure on the part of Contractor in not returning this duly filled-up "PATC" with all the sets of un-priced quotation and/or submitting incomplete replies may lead to rejection of Contractor's quotation".

SL. No	Description of the Terms & conditions		Contractor's offer
1	Contract Terms	Contract shall be awarded to sole bidder on Overall Lowest basis for entire scope of ENQUIRY	<i>Confirmed</i>
2	Security Deposit	Contractor shall submit Security deposit of amount and duration as per BID	<i>Confirmed</i>
3	Liquidated Damages	Liquidated Damages shall be applicable as per BID. Please confirm your Acceptance.	<i>Confirmed</i>
4		NOTE: <input type="checkbox"/> <input type="checkbox"/> In case of Rate Contracts, the Liquidated damages, accepted above, will be levied on the total value of our respective indents. <input type="checkbox"/> <input type="checkbox"/> In case any deviation is taken by you, from our standard LD Clause, while evaluating your offer, your offer will be loaded to the extent of your Non-acceptance to our LD Clause.	

Bidder Name, Sign & Company Seal:

SCHEDULE OF PRE-FILLED AGREED TERMS AND CONDITONS

SL. No	Description of the Terms & conditions		Contractor's offer
5		Works will be eligible for INPUT Credit and Bidder shall furnish all documents as required to avail the same. Confirm compliance.	<i>Confirmed</i>
6		Any new or additional taxes/ duties and any increase in the existing taxes/duties imposed after contractual delivery period shall be to BIDDER'S account whereas any corresponding decrease shall be passed on to the Owner. Confirm Compliance	<i>Confirmed</i>
7	Payment Terms	As per BID document Confirm compliance.	<i>Confirmed</i>
8		In case of any deviations, from our standard payment terms (such as Documents through bank, by Demand Draft, etc), all bank charges will be to your account. Please confirm your acceptance	<i>Confirmed</i>
9		In case of delayed delivery, invoices shall be submitted after deducting price reduction towards delayed delivery as mentioned in the BID Confirm Compliance.	<i>Confirmed</i>
10	Completion Period	Please confirm completion period as per Section Bid document	<i>Confirmed</i>
11		NOTE: (1) The completion period will be reckoned from the date of our LOI / Purchase Order / date of Contract as mentioned in Section A / C (2) In case of Rate Contracts, the completion period will be reckoned from the date of our LOI/WORK ORDER.	
12	Guarantee	Shall be as per BID. Please confirm your acceptance	<i>Confirmed</i>
13	Validity of your offer	Please confirm that your offer is valid, for acceptance, for a period as mentioned in Bid document.	<i>Confirmed</i>

Bidder Name, Sign & Company Seal:

SCHEDULE OF PRE-FILLED AGREED TERMS AND CONDITONS

SL. No	Description of the Terms & conditions		Contractor's offer
14	Firmness of prices	Quoted prices shall remain firm and fixed till complete execution of the order. Confirm Compliance.	<i>Confirmed</i>
15	Arbitration Clause	Please confirm your acceptance to our Arbitration Clause as per BID.	<i>Confirmed</i>
16	Termination Clause	Please confirm your acceptance to our Cancellation clause as per BID.	<i>Confirmed</i>
17	PBG	Please confirm that PBG will be submitted by you as per BID.	<i>Confirmed</i>
18	Inspection	Shall be as per BID	<i>Confirmed</i>
19	Acceptance to Other Terms and Conditions	Acceptance to General Conditions of Contract (GCC). Confirm Compliance.	<i>Confirmed</i>

Bidder Name, Sign & Company Seal:

SCHEDULE OF PRE-FILLED AGREED TERMS AND CONDITONS

SL. No	Description of the Terms & conditions	Contractor's offer
20	Whether any of the Directors of BIDDER is a relative of any Director of Owner or the BIDDER is a firm in which any Director of Owner or his relative is a Partner or the BIDDER is a private company in which any director of Owner is a member or Director.	<i>Confirmed</i>
21	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs or other private firms. If you have been banned, then this fact must be clearly stated. This does not necessarily because for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive.	<i>Confirmed</i>
22	Deviations to Terms & Conditions shall lead to loading of prices as per BID. Please confirm.	<i>Confirmed</i>
23	Terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given herein and terms & conditions mentioned elsewhere in the offer, the confirmation given herein shall prevail. Confirm compliance.	<i>Confirmed</i>

Bidder Name, Sign & Company Seal:

SCHEDULE OF PRE-FILLED AGREED TERMS AND CONDCTIONS

SL. No	Description of the Terms & conditions	Contractor's offer
24	Contractor to quote as per the requirements and terms and conditions of the ENQUIRY Document including all the enclosures and not to stipulate deviations/ exceptions. Once quoted, the Contractor shall not make any subsequent price changes, whether resulting or arising out of any technical/ commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the Contractor offer unless any amendment to ENQUIRY Document is issued by OWNER. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by Contractor are not accepted by OWNER and are required to be withdrawn by Contractor in favour of meeting the requirements and complying to the terms and conditions of the ENQUIRY Document. Any unsolicited proposed price change by the Contractor is likely to render the Contractor offer liable for rejection. Confirm compliance.	<i>Confirmed</i>

Bidder Name, Sign & Company Seal

Ref: APL/Proj/Civil/FormalinII/DD/2018/576**Dated: 01-06-2018****NOTICE INVITING TENDER**

Assam Petro-Chemicals Ltd, Namrup, a Govt. of Assam Undertaking invites item rate E- tender under two bid systems from reputed contractor for the following works:

Sl. No.	NIT No.	Name of Work	Earnest Money (Rs.)
	APL/Proj/Civil/Formalin/04/DD/2018/576	Debris Disposal from plant Area at Boitamari site.	96,200/-

Detail particulars / Tender documents will be available at web site <https://assamtenders.gov.in/nicgep/app> and www.assampetrochemicals.co.in. For any subsequent addendum/corrigendum etc. please visit the above mentioned web sites.

Sd/-**MANAGING DIRECTOR**

DETAILS OF PRESENT COMMITMENTS OF SIMILAR NATURE

Sr. No.	Name and Address of APL/OWNER	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.

DETAILS OF PAST PERFORMANCE (Mention works of similar nature only)

Sr. No.	Name and Address of APL/OWNER	Type of work	Value of Contract	Date of Commencement of work	Completion		Remarks
					Contractual	Actual	

 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 & Completion Certificate in support of the above.

REQUIREMENTS FOR E-TENDERING

1.0 GENERAL

- 1.1 The subject tender is an e-tender and owner has hoisted the complete tender documents on website [https:// https://assamtenders.gov.in/nicgep/app](https://assamtenders.gov.in/nicgep/app) and has ensured its availability for downloading the full set comprising of the above. The bidder is expected to download the complete tender documents **including all addendum/corrigendum** only from the above mentioned website i.e. <https://assamtenders.gov.in/nicgep/app>, as per the index of the tender, fully read and understood the same and submit their acceptance to all tender terms and conditions except deviations, if any. Bidder may note that Schedule of rates attached with the tender documents are to be filled in the BOQ (Financial Price Bid Part – II).
- 1.2 The tenderer is expected to examine the tendering documents, including all instructions, specifications/drawings (if any) including all addendum/corrigendum in the tendering document. Failure to furnish all the information required by the tendering documents or submission of tender not substantially responsive to the tendering document in every respect shall result in the rejection of the tender.
- 1.3 The bidding documents are and shall remain the exclusive property of APL without any right of the Bidder to use them for any purpose except bidding and for use by successful Bidder with reference to the work.
- 1.4 Any person/ bidder downloading the tender document from Owner's web site or purchasing shall do so in strict confidence and shall not part with possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies or tracings of any drawings, plans or routes forming part thereof, it being understood that the information therein are confidential and that the tender documents have been downloaded by the eligible bidder solely for the purpose of bidding.
- 1.5 Bidders are requested to read the document (Special Instruction to Bidders for Participating in e-tender) SITB available on the moving scroll of the website <https://assamtenders.gov.in/nicgep/app> and a copy of the same is also provided along with tender document. Moreover bidders are requested to follow the instructions under "Bid Submission process" under "**Bidders manual Kit**" section available in the homepage at the website.
- 1.6 The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical hard copies of Techno commercial bids (Part 1) along with the EMD may be send to the under noted address on or before the Bid closing date & time.
- 1.7 The Owner shall not be responsible for delayed submission of offers or non-submission of offers due to any reason whatsoever. The responsibility of ensuring online & on-time

submission of their offers lies entirely with the bidders. The bidders are requested to submit the bid online much before date and time of submission, failing which APL shall not be responsible for any such technical problem.

- 1.8 In order to bid for APL e-tenders, all the agencies are required to REGISTER in Assam Tender Portal & obtain a legally valid Class-II & above Digital Signature Certificate (DSC) for their user who is authorized to submit bids on-line from the licensed Certifying Authority (CA). Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail. For any problem on e-tendering process kindly contact as per details given in Special Instructions to Bidders (SITB) for e-tendering.
- 1.9 On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.
- 1.10 The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Appendixes/ Annexure.
- 1.11 If the space in any Performa of bidding document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the bidding document number and shall be signed by the Bidder and entered in the Index for Bid.
- 1.12 Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. APL may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 1.13 The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process & steps. **Users may also note that the incomplete bids will not be saved by the system and are not available for processing and evaluation.**
- 1.14 Agencies are advised to digitally sign the documents that are uploaded and encrypt the file data before submitting to the e-tendering portal of Assam Government e-procurement portal by following the given procedure on-line mentioned in the e-portal site. The bid shall be digitally signed by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.

- 1.15 APL will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. APL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.
- 1.16 The cancellation of any document such as Power of Attorney, Partnership Deed, etc. should be communicated by the Bidder to APL in writing well in time, failing which APL shall have no responsibility or liability for any action taken by APL on the strength of the said documents.
- 1.17 Should the Bidder have a relative or relatives in APL or one or more of its shareholders are employed in a superior capacity in APL, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, APL reserves the right to take any other action as it deems fit in accordance with any applicable law, Rules, Regulations of the like in force.
- 1.18 Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. APL reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.
- 1.19 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 1.20 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

2.0 COST OF TENDER DOCUMENT

No Tender fee is applicable for this tender, since the bidders are required to download the tender documents from e-tender website (<https://assamtenders.gov.in/nicgep/app>).

3.0 BIDDING DOCUMENT:

The bidding document that is downloaded shall be submitted on-line as per the procedure stipulated in the website along with the digital signature. The bidding document shall not be transferred to any other agency. The digital signature shall be considered as your confirmation that you have read and accepted all the conditions laid down in the Tender Documents. Physical hard copies of Techno – Commercial Documents must also be submitted through Post/ Courier/ in Person well before date (All documents excluding PRICE BID)

4.0 ARRANGEMENT OF BID

Bids should not contain any terms and conditions, which are not applicable to the bid. Insertions, postscripts, additions and alterations shall not be recognized unless digitally signed by a person, legally authorized to enter into agreement on behalf of the Bidder.

5.0 LAST DATE FOR SUBMISSION OF BIDS

Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

6.0 APPLICABLE LANGUAGE:

The bids and all correspondence incidental to and concerning to this bid shall be in English language only. For documents submitted in any other language, an English Translation shall also be submitted, in which case, for interpretation of the offer, the English Translation shall govern.

7.0 BID SUBMISSION:

- 7.1 Bidders/Agencies shall submit their eligibility and qualification documents, Technical bid, Financial part etc in the standard formats prescribed in the Tender Documents, uploaded in e-procurement website. The bidder shall upload all the scanned copies of all the relevant certificates, documents etc in support of their eligibility criteria/technical bids in the e-procurement website. The bidder shall digitally sign on the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity. If any of the documents furnished by the bidder is found to be false/ fabricated, the bidder is liable for black listing, forfeiture of EMD & cancellation of work.
- 7.2 Bidders must submit offers on e-tendering portal by the time and date mentioned in the Letter Inviting Tender. Physical hard copies of Techno – Commercial Documents must also be submitted through Post/ Courier/ in Person (All documents excluding PRICE BID) within 7(seven) days from Bid Due Date.
- 7.3 The Tender shall be submitted in “**Two Bid System**” in two parts viz. PART-I (**Techno-commercial Bid**) and PART-II (**PRICE BID**) as detailed below through **online mode only**. Physical hard copies of Techno – Commercial Documents must also be submitted through Post/ Courier/ in Person (All documents excluding PRICE BID) within 7(seven) days from Bid Due Date.

Assam Petro-Chemicals Limited

Namrup. Assam

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PART – I : Technical and commercial aspects of the offer of the tender documents with NO PRICE indicated therein.
(Techno-commercial Bid)

PART – II : It shall be noted that this part shall contain only PRICES and no conditions whatsoever. Any condition mentioned in Part-II (Price Part) of the tender shall not be considered at the time of evaluation of the tender and may make the offer liable for rejection.
(PRICE BID)

- 7.4 All Amendments to tender documents issued by Owner subsequently, if any, must be signed and uploaded/ submitted/uploaded along with the Tender. The Tender uploaded/ submitted by the Tenderer shall take into account all such amendments.
- 7.5 The tender shall be completely filled in all respects and with requisite information and appendixes/ annexure as described in **NIT/Tender**. In case the relevant data/ details/ information in respect of the above is not furnished in the Techno-Commercial part, the tender may be rejected. Decision of the Owner, in this regard, shall be final & binding on the tenderer.
- 7.6 The tenderer shall be deemed to have satisfied himself before tendering, as to the correctness and sufficiency of the 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 matters and things necessary for proper completion of the works.
- 7.7 The tenderer shall undertake that to facilitate early survey / assessment of Loss / Damage in case of any claim, the tenderers will have to depute the surveyor at the site of loss / damage within 72 hours from the time of intimation by the company about the loss / claim.

9.0 MODIFICATIONS AND WITHDRAWAL OF BIDS

No bid shall be withdrawn in the interval between the closing date for receipt of bids and expiration of the period of bid validity specified by the Bidder in the bid. Any Suo-moto

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modification or withdrawal of bid shall be liable for rejection, blacklisting & forfeiture for Earnest Money Deposit (EMD).

10.0 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. For clarifications issued by APL subsequent to receiving the bids, the bidder shall confirm receipt on line and for any impact on the quoted prices; the bidder shall follow the instructions issued along with addendum / corrigendum.

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 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/ addendum / clarification hosted on the website while registering with e-tendering site <https://assamtenders.gov.in/nicgep/app> on any accounts whatsoever and their offer is without considering the corrigendum / addenda / clarification, then owner may reject the offer.

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

Writing to:

Mr Naba Bikash Bora

Assam Petro-Chemicals Ltd

Namrup, P.O. Parbatpur 786623

District: Dibrugarh

Email : borah.nb@assampetrochemicals.co.in