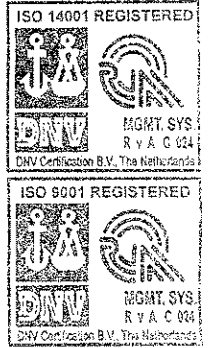


Punjab Alkalies & Chemicals Limited

Regd. Office : S.C.O. 125-127, Sector 17-B, Chandigarh - 160 017 (INDIA)
Phone : 0172-4072508-568, E- mail : info@punjabalkalies.com Fax : 0172-2704797
CIN : L24119CH1975PLC003607, Website : www.punjabalkalies.com



PACL/PUR/2018

Dated: 16.05.2019

Sub: Tender Enquiry for Job work related to Dismantling and relaying of railway track at our plant at Naya Nangal.

Dear Sir,

Punjab Alkalies & Chemicals Ltd. (PACL), a leading manufacturer of Caustic Soda, Chlorine and other by products in the Northern Region of country having Plant at Naya Nangal, Distt. Ropar, Punjab, invites sealed tenders for above job.

General Conditions:

1. The specifications & scope of work are enclosed as per Annexure-II.
2. Last date for submission of offers is 24.05.2019
3. Your quotation should be sent in sealed envelopes, so as to reach us on or before the due date.
4. Exact rates of GST with HSN/SAC CODES, Work Contract Tax, Octroi etc. wherever applicable should be clearly specified by you in your quotation, as no subsequent claims will be entertained by us in respect of these. It will not be sufficient to specify "as applicable".
5. Tax deduction in lieu of Work Contract Tax and Income Tax TDS shall be in your scope. PACL shall issue deduction certificates. You shall have to mention PAN/GIR No. of your Company.
6. Any alteration or erasure in the quotation should be absolutely legible and duly attested. Over-writing or over-typing of any information may disqualify your quotation.
7. Our enquiry reference must be indicated clearly on the envelopes of your quotation and the name of the agency.
8. We reserves right to change the quantity of our requirement or delete items.
9. Other terms & conditions will be as per 'Annexure-I' attached herewith.
10. We reserve the right to accept or reject any or all the offers on the basis of merits/ suitability.
11. We reserve the right to accept any or all offers without assigning any reason thereof.

Thanking you,

Yours faithfully,
For PUNJAB ALKALIES & CHEMICALS LTD,


(K K GOYAL)
Deputy Manager-Projects
(Phone: 0172-4072538)



SCOPE OF WORK

Contractor is responsible for maintenance/repair of PACL/PNFC railway, siding from NFL yard to PACL (Approx. 02 KM +/- 10 %). The detail of scope of work is as under:

1. Dismantling of old BG 90R track and stacking the dismantling track anywhere in factory (as advised) assembling, linking and laying BG track complete in all respect with CST sleeper, tie rod, fish plate keys etc. including free lead of all material from stores and anywhere in the factory as per railway norms within 45 days subject to availability of the track/material.
2. Through packing of B.S. track up to a sleeper density of M +4 with all type of sleeper including adjustment of alignment, levels, super elevation and curvature as specified in Indian Railways permanent manual. Raising the level of track up to 01 foot (Approx.)
3. Earth work in excavation in ordinary soil below the rail track their proper alignment and proper draining of water as per site requirement and 05 Nos pits to be formed for drainage system.
4. Useable material extracted from rails, crossing lever, CST sleepers & fittings which are removed from both railway lines are in good condition and may be re-used during replacement from line No 1&2 will be used for new track.
5. Replacement of ST sleeper from Sr no 1 to 51 (qty 03 nos) including all accessories tong rails, key, jaw and plates etc with proper fitting and their alignment after removal.
6. Dismantling of non working point near PNFC yard.
7. Packing of soil blast to full Length(Where ever essential to maintenance level)
8. Stacking of old scrap for disposal.
9. Railway track clearance from railway authorities and maintenance of track for one year in the scope of vendor. Minimum 03 Nos persons will be provided by Vendor to maintain railway track for one year.
10. Holes should be provided through drilling machine and Rails cutting to be done by Hexa machine.
11. Gas cutting, Hydra, Pay loader, welding sets all tools and tackles will be in scope of vendor. Electricity required to run machine are in party scope however light may be provided as per requirement.
12. Painting of rails is in Vendor scope. However epoxy paint shall be provided by PACL free of cost.
13. Greasing of rails to be provided by party.
14. Additional quantity of good earth and ballast if required will be provided by PACL as free issue.

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15. Material required for relaying of track like Sleepers. Rail, fish plate nut bolt etc will be provided by PACL as free issue. However contractor will have to make own arrangement for getting the same issued and shifted from our stores.

16. Please quote total rate for above said scope of work.



GENERAL TERMS & CONDITIONS

1. EARNEST MONEY

Earnest Money of Rs 20,000/- will have to be deposited along with the bid in the form of Demand Draft in favour of **Punjab Alkalies & Chemicals Ltd.**, payable at Chandigarh. Offer shall be considered invalid without earnest money.

2. SECURITY DEPOSIT

5% of the contract value shall be deposited by Demand Draft immediately after receipt of work order by the successful bidder, for faithful execution of the work. Earnest money deposited along with the bid shall be adjusted in the security deposit amount.

3. TIME FOR COMPLETION

Contractor shall complete the work within 30 days from the date of issue of letter of intent/work order, whichever is earlier. This 30 days completion period includes mobilization period, effects due to rains, heat and cold weather.

4. TERMS OF PAYMENT

80% payment will be released within 15 days of submission of technically and commercially clear running/final bill duly certified by our Site. 10% payment will be released after completion of job and balance 10% will be released after expiry of maintenance period of one year.

5. PLANNING OF WORK

Selected contractor will ensure that his planning engineer will prepare planning of the work on weekly basis in consultation with the owner's engineer and to be jointly signed by both.

6. WEEKLY MEETING

Contractor will ensure that the weekly meeting should be held at site in the presence of owner's engineer for planning backlogs and forward work planning as well with DGM (HR)/ Sr. Civil Engr.

7. Bidders shall submit their complete tenders in separate sealed envelopes each bearing superscripts as given below:

Part I: General and special terms and conditions and technical bid (separate envelope)

Part II: Bill of quantities and schedule of rates and commercial bid. (Separate sealed envelope specifically mentioned as 'Price Part')

Part III: EMD in the form of Demand Draft (separate envelope). Contd.P.2.



: 2 :

OTHER CONDITIONS OF THE CONTRACT:

1. ELECTRICAL POWER

PACL will make arrangement for supply of electricity free of cost at one point at site. Further distribution of power will be done by contractor. However, the contractor will make arrangement for standby diesel generator of required so as to carry out the construction work in absence of electricity. The contractor will bear all the expenses for its distribution of power as well as power generated by D.G. Set at their own cost.

2. WATER SUPPLY

PACL will make arrangements for supply of water, free of cost at one point at site. The contractor shall make their own arrangements for its storage, pumping and distribution at their own cost.

3. SITE OFFICE

The contractor shall provide suitable temporary office accommodation, free of cost for clerk-of-works of his organization by way of separate lockable rooms.

4. SECURITY & SAFETY

The Contractor will make proper security & safety arrangement for their own site and also comply with the rules and regulations for security & safety as may be required by PACL.

5. TIME SCHEDULE

Time is the essence of contract and the contractor shall submit a detailed programme well in advance to the Plant Head.

This programme of construction shall be by way of Bar Charts/Activity charts etc. and in conformity with the overall completion time in the contract, which will be from the date of award of order.

6. LIQUIDATED DAMAGES

For any delay in completion of job beyond the above stipulated completion schedule, liquidated damages @ 1 % of total order value per week or part thereof subject to a ceiling of 10% of total order value shall be applicable and deducted from your bills. The value of actual/final total work done will be treated as total order value.

In case of inordinate delay, PACL shall have right to terminate the contract and get it done from third party at your cost and risk. No notice shall be served for improvement/ expediting the work after the completion period is over.

7. All the tender documents have to be submitted duly signed on each page. In case of any deviation required, it should be given on separate sheet attached with tender documents

Contd.P.3.



and duly signed. In case no deviation sheet attached, it will be presumed that bidder has accepted all the terms and conditions.

8. All prices quoted by the contractors shall be firm. No price variation shall be accepted on account of any fluctuation in open market prices of labour or otherwise.
9. The sub-contract of the works partly or wholly will not be permissible without prior approval of PACL.
10. The tender shall remain valid for three months time from the date of submission.
11. Site clearance shall be done by the contractor on day to day basis.
12. Contractor shall abide material manuals & execute the job as per specifications enclosed.
13. **GENERAL:**
 - a) The Contractor shall abide by all the statutory requirements like, ESI, Housekeeping, PF, Workers Compensation Acts etc.
 - b) Income tax shall be deducted at source as applicable.
 - c) contractor shall comply with all the safety rules and regulations. All equipments required for safety will be arranged by the contractor.
 - d) Sales Tax payable at source, as applicable in Punjab, shall be deducted by PACL.
 - e) Contractor shall mention PAN No. on the top while submitting bill failing which no payment shall be released.
 - f) Contractor shall clearly mention whether the GST is applicable. If yes, he should mention the GST number also.
14. Scope of services and bill of quantities are as per enclosed Annexure. The quantities given are tentative and may vary to any extent during the course of execution. The rate quoted, however, shall remain firm for any variation in quantities.
15. In case any clarification required by the contractor, he may contact AGM(Mech)/Sr. Engr(Mech) at our Works, Naya Nangal.
16. The contractor shall be responsible for effective quality assurance. In case during execution, if work is found below standard specifications, PACL reserves the right to terminate the work after giving warning and get it done from alternate source at your cost and risk.
17. The contractor shall follow the environmental protection norms. You shall take reasonable steps to limit damage and nuisance to the people and property resulting from pollution, noise and other results of your operations. You shall also ensure that emission, surface discharges and effluent from your activities shall not exceed permissible limit.
18. We reserve the right to get the quality of materials tested from any authorized laboratory and the contractor has to follow the same.
19. **ARBITRATION:**

In all cases of dispute or disagreement between the parties hereto as to any matter arising out of or relating to this Purchase Order/Work Order whether such dispute or



disagreement shall arise during the continuance of this Purchase Order/Work Order regarding interpretation of this Purchase Order/ Work Order or any clause or clauses thereof or upon or after the termination hereof and provided no understanding between the parties can be reached for the settlement of the difference such dispute or difference shall be referred to the sole arbitration of the Managing Director of Punjab Alkalies & Chemicals Limited or any other officer appointed by him on his behalf, in accordance with the provisions of Arbitration and Conciliation Act 1996 or any Statutory modifications or substitute thereof and all the provisions of that Act, so far as are applicable or of any of them for the time being in force shall apply to every reference hereunder.

The award given by such Arbitrator shall be final, conclusive and binding upon the parties to this Purchase Order/Work Order. The Arbitrator may from time to time, with the consent of parties, enlarge the time for making or publishing the award. The arbitration proceedings shall be held at Chandigarh.

Notwithstanding any pending reference to arbitration both parties shall precede with the execution of their commitments, under the Work Order until the arbitration award is known unless the question of such continuance is a subject matter of such proceedings.

20. LAW & ITS JURISDICTION:

The contract shall be governed by the laws of Government of India in force from time to time and shall be deemed to have been concluded in the Union Territory of Chandigarh. All suits and proceedings shall be subject to jurisdiction of the courts at Chandigarh only

21. The contractor shall apply in writing for extension in completion time (if so required or justified) before the expiry of the completion date.
22. The contractor shall ensure that for every material brought by him from outside, gate entry at our security gate is a must.
23. If so required, the contractor shall at his own expense and without delay, supply to the Engineer-in-charge. Samples of materials proposed to be used in the works and materials shall be allowed to be used only once the samples are approved by the Engineer-in-charge.
24. We reserve the right to award the work to any individual party or may split it.
25. The contractor shall stamp & sign each page of the document as a token of acceptance all terms & conditions and submit along with tender.
26. The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of ground and subsoil, the form and nature of site. The quantities, nature of work and materials necessary for completion of works, the means of access to site.
27. The contractor shall not stop the work in case of any dispute unless the nature of dispute is such that further progress of work has been rendered impossible. Unilateral stoppage



of work by the contractor shall be considered as a breach of contract and PACL reserves the right to take such action as it may deem fit keeping its interest as paramount. In the event of the contractor failing to fulfill the obligations under the contract, PACL shall have the right to get the work done, at the contractor's risk and cost without prejudice to any of its other rights under the contract.

28. The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in the connection therewith. It at any time during the progress of the works any error is noticed, appear or arise in the position levels, dimensions or alignment of any part of the works, the contractor shall rectify or re-do the works as per the Engineer or Engineer's representative's instructions at contractor's own cost. The checking of any setting out or of any line or level by the Engineer or Engineer's representative shall not in any way relieve the contractor of his obligations and responsibility for the correctness thereof and the contractor shall carefully project and preserve all bench marks, sight rails, pegs and other things used in setting out the works. The contractor shall establish the permanent bench mark for level and transfer this level from any where in the plant to site of work at his own cost and as directed by PACL Engineer.
29. The contractor shall take care of works/plant/equipments belonging to the company.
30. The contractor shall take care of injuries or damages to his persons or any property which may arise out of or in consequences of the construction and maintenance of the works, being carried out by him.
31. The contractor shall employ labour in sufficient number to maintain the required rate of progress and of quality to ensure a workmanship of the degree required by the specifications and to the satisfaction of the Engineer.
32. The contractor shall not employ female labour without written permission of PACL.
33. The contractor shall at his expense conform to all anti-malarial instructions given to him by the Engineer or by any local authority.
34. The contractor and his employees shall strictly comply with the owner's regulations in regard to ingress, egress, traffic, sincerity and conduct for the establishment.
35. All material required for the job will be provided by PACL as free issue. are to be procured by the contractor. The contractor will quote their rates for all the items on these basis. Quality of material to be used for the job should be of high class. Sub standard material will be rejected at your risk and cost.
36. MEASUREMENT:

The final quantities of work executed by the contractor in fulfillment of his obligations under the contract shall be jointly measured by the contractor and PACL Engineer. PACL's Engineer will be final authority for approving the measurement relating to bills.
