



# Punjab Alkalies & Chemicals Limited

SCO.NO:125-127, SECTOR 17-B, CHANDIGARH – 160 017 (INDIA)

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PACL/PUR/2018

Dated: 20.12.2018

Sub: Enquiry for Construction of Brine polishing filter building in 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 01.01.2019.
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,

  
(AMAR IQBAL SINGH)  
A.E. (CIVIL) II- Projects  
(Phone: 0172-4072500)

*TENDER*

*FOR*

CIVIL JOBS

AT

OUR WORKS AT

NAYA NANGAL -PUNJAB

## GENERAL TERMS & CONDITIONS

1. EARNEST MONEY

Earnest Money of Rs 25,000/- 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 45 days from the date of issue of letter of intent/work order, whichever is earlier. This 45 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 cleared bill duly certified by our Site. Only one running bill per month will be accepted. Balance 20% will be released on completion of entire job against submission of performance bank guarantee of 10% amount valid for a period of one year from the date of handing over of the job work. If no P.B.G. is given, the 10% amount will be released after one year from completion of job.

Material reconciliation statement shall be furnished by the contractor with the final bill prior to handing over of the job work including site clearance. No adhoc payment will be made at any stage.

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 (Works).

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).

**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 capacity 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 @ 0.5% of total order value per week or part thereof subject to a ceiling of 5% 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 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. Cement & Steel shall be supplied free of cost by PACL from the factory store. The contractor will bear the expenses for its transportation to and within the Site. All other construction material are required to be procured by the contractor. The contractor will quote their rates for all the items on these basis. Quality of all other material to be used for the job should be high class. Sub standard material will be rejected at your risk and cost.
13. For the purpose of reconciliation of the Cement & Steel (which are free issue), the following wastage shall be allowed:  
Steel : 3% including 1% invisible wastage or rolling margin.  
Cement : 3%  
If the wastage exceeds the above limit, the owner shall recover the cost of the material supplied over and above the estimated wastage @ 150% of the market value of such material.  
It must be noted that 2% visible wastage (in whatever form) of steel shall have to be deposited in PACL's Store. Otherwise, recovery shall be done from the bill @ Rs 25/- per Kg.  
Packing material shall be returned to PACL stores in good condition particularly the empty cement bags. 10% wastage of empty bags will be allowed. In case empty bags returned by the contractor are less than the quantity issued ( after allowing wastage as mentioned above), the cost of same @ Rs. 2.00 per bag will be recovered from the contractor.
14. DEFECT LIABILITY PERIOD:  
If any defect is found within a period of one year from the date of handing over the job, the contractor shall repair the same without any additional cost to PACL.
15. Contractor shall abide material manuals & execute the job as per specifications enclosed.
16. 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.
17. Scope of services and bill of quantities are as per enclosed Annexure-II. 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.
18. In case any clarification required by the contractor, he may contact our Plant Head at our Works, Naya Nangal.
19. 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.
20. 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.
21. We reserve the right to get the quality of materials tested from any authorized laboratory and the contractor has to follow the same.

22. **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.

23. **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

24. The contractor shall apply in writing for extension in completion time (if so required or justified) before the expiry of the completion date.

25. The contractor shall ensure that for every material brought by him from outside, gate entry at our security gate is a must.
26. 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.
27. We reserve the right to award the work to any individual party or may split it.
28. The contractor shall stamp & sign each page of the document as a token of acceptance all terms & conditions and submit along with tender.
29. 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.
30. 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 fulfil 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.
31. 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.
32. The contractor shall take care of works/plant/equipments belonging to the company.
33. 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.
34. 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.
35. The contractor shall not employ female labour without written permission of PACL.
36. The contractor shall at his expense conform to all anti-malarial instructions given to him by the Engineer or by any local authority.
37. 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.

38. 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.

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