

**TENDER DOCUMENT
FOR**

**DISMANTLING OF RCC STRUCTURE OF VARIOUS
BUILDINGS**



**PUNJAB ALKALIES & CHEMICALS
LIMITED**

SCO 125-127, SECTOR 17-B,

CHANDIGARH-160 017

Email: kkgoyal@punjabalkalies.com

DISCLAIMER

1. This Tender document is not an agreement or offer by the Punjab Alkalies & Chemicals Limited to the prospective Bidders or any other party. The purpose of this Tender document is to provide interested parties with information to assist in the formulation of their Bid.
2. While this Tender document has been prepared in good faith, neither the Punjab Alkalies & Chemicals Limited nor its employees make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this Tender document.
3. Neither the Punjab Alkalies & Chemicals Limited, its employees will have any liability to any Bidder nor any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender document, any matter deemed to form part of this Tender document, the information supplied by or on behalf of Procurer/ Authorized Representative or its employees, or otherwise arising in any way from the selection process for the said supply of power.

1.1 INTRODUCTION

PUNJAB ALKALIES & CHEMICALS LIMITED ("PACL" or "the Company") is a Public Limited Company formed under the Companies Act, 1956. It was promoted by the Punjab State Industrial Development Corporation Limited (PSIDC), a wholly owned Punjab Government Company. The Company's registered office is located at Chandigarh.

PACL is one of the largest manufacturers of Caustic Soda (NaOH) in the Northern part of India with an installed capacity of 99000 Tons Per Annum (TPA). The Company is engaged in the manufacture and sale of Caustic Soda Lye, Liquid Chlorine, Hydrochloric Acid, Sodium Hypochlorite and Hydrogen Gas. The Company's plant is located at **Naya Nangal**, District Ropar, Punjab.

PACL has two manufacturing units viz. Unit-I & II, both located at Nangal-Una Road, Naya Nangal, District, Ropar, Punjab. Both the Units are engaged in manufacture of Caustic Soda, Liquid Chlorine, Hydrochloric Acid and other products such as Sodium Hypochlorite and Hydrogen. Unit-I & II have a capacity of 100 TPD and 200 TPD respectively.

Job Description

PACL has decided to get the job of Dismantling of various RCC structures etc at our plant at Naya Nangal -140126, Distt Ropar -Punjab.

PACL reserves the right to accept any bid or reject any or all bids or cancel/withdraw "Tender Notice" at any time without assigning any reason for such decision. Such decision by PACL shall not be subject to question by any bidder and PACL shall not bear any liability of any kind whatsoever, consequent upon such a decision.

All the costs and expenses incurred by the bidder for preparation of the proposal, discussions and conferences if any, including pre-award discussions, technical and other presentation in the PACL's office, etc. shall be to the account of the Bidders and PACL shall not bear any liability whatsoever of such costs and expenses.

1.2 SCOPE OF WORK:

Scope of work will be as per annexure-A enclosed.

1.3 RATES:

Rates to be quoted in annexure- A enclosed herewith

1.4 TAXES:

GST as applicable will be paid extra.

1.5 COMPLETION TIME:

The successful bidder will have to complete the job within 6 months from the site clearance..

1.6 TERMS OF PAYMENT:

As per general terms and conditions enclosed.

1.7 BID DOCUMENTS & SUBMISSION OF BIDS:

If any Bidder needs any clarification/additional information in respect of this Tender, then the same shall be submitted in writing/fax/email to the personnel of PACL mentioned above. The envelopes/communication shall clearly bear the following identification/ title "Request for Clarification/ Additional Information required for submitting tender. The requests for clarification should be sent before the date specified in the time schedule given in this Tender. PACL shall not respond to any request for clarification received beyond the date so specified. The bidder requiring any clarification on the Tender RFP document may notify PACL in writing, either by post or email, at the following address:

PUNJAB ALKALIES & CHEMICALS LIMITED
SCO 125-127, SECTOR 17-B,
CHANDIGARH – 160 017

Email: kkgoyal@punjabalkalies.com

Telephone: 0172 – 4072538

Fax: 0172 – 2704797

The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Bid should also be written in English language only. The original Bid and the supporting materials, which are not written in English, will not be considered by PACL.

Bids shall be received at PACL, Chandigarh Office in the following manner:

The bid shall be submitted in two parts named as below:

Price bid- Price bid shall be submitted in a separate envelop marked price bid.

Technical bid:- Technical bid i.e. un priced copy of bid along with all other documents will be submitted at our Chandigarh office on or before last date of submission of offers.

Earnest Money: - Earnest money of Rs 25000.00 is to be deposited by way of demand draft favouring PUNJAB ALKALIES & CHEMICALS LIMITED PAYABLE at CHANDIGARH and in a separate envelop marked Earnest Money.

The bid document complete in all respects should be submitted before the closing time for submission of bids.

The Financial Bid shall not be opened in the presence of the bidders. The Evaluation of bids and selection of bidder shall be done by PACL as per the criteria laid down in the Materials Manual of the Company and PACL shall not be under obligation to share the same with the bidders or their local partners.

1.8 LAST DATE FOR SUBMISSION OF BID

Last date of submission of bids is 15.04.2019 up to 1700 hours IST at the specified address in the manner as mentioned in the tender documents.

1.9 VALIDITY OF BID

Bid shall be valid for a period of 90 days from the last date of submission of bid. In exceptional circumstances, PACL may request Bidders to extend the Validity Period of the bid for a specified additional period, which shall not exceed 180 days. The request and the responses thereto shall be made in writing by post or email.

1.10 OTHER TERMS AND CONDITIONS:

- a) Other terms and conditions will be as per annexure –B enclosed herewith.
- b) Parties may inspect the material on any working day at our works at Naya Nangal.
- c) PACL reserves the right to accept/reject in part or full, any or all offers without assigning any reason thereof.

1.11 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 proceed 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.

1.12 LAW & ITS JURISDICTION

You 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.

1.13 JURISDICTION

All disputes whatsoever that may arise between parties out or in connection with this contract shall always be deemed to have arisen in Chandigarh and only Chandigarh Court will have jurisdiction of entertain them.

GENERAL TERMS & CONDITIONS

1. EARNEST MONEY

Earnest Money of Rs 25000.00 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. (Cheque will not be accepted). 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 6 months from the date of issue of letter of intent/work order, whichever is earlier. This 6 months completion period includes mobilization period, effects due to rains, heat and cold weather.

4. TERMS OF PAYMENT

90% payment will be released within 15 days of submission of technically and commercially cleared running/final bill duly certified by our Site. One bill be accepted in a month.

Balance 10% amount will be released on completion of entire job and handing over the clear site including site clearance.

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 GM (Works).

Contd.P.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. Contractor will provide required safety gadgets to their workmen. Scaffolding to be used if required should be of steel. Bamboo scaffolding will not be allowed.

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.

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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.
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 or any other levy imposed from time to time by the Govt shall be deducted at source as applicable.
 - c) Contractor shall comply with all the safety rules and regulations. All equipment's required for safety will be arranged by the contractor. **Scaffolding to be used should be of STEEL and not of bamboo. All the tools and tackles required for the job will be arranged by you.**
 - 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 work and bill of quantities are as per enclosed Annexure-I. 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.

Contd.P.4

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.

23. LAW & ITS JURISDICTION:

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 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.
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/equipment's 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.

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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.