



**AEGIS LOGISTICS LIMITED**

**Unit No. 1202, 12<sup>th</sup> floor, Tower B, Peninsula Business Park,  
G.K. Marg, Lower Parel (West), Mumbai - 400013**

**NOTICE INVITING TENDERS / BIDS**

**TENDER NO.: TD/ALL/KCPL/TANKAGE /01**

**DATE: 22.04.2022**

**DESCRIPTION**

Aegis Logistics Limited (ALL) is India's leading Logistics Company engaged extensively in port based storage solution for Liquefied Petroleum Gases (LPG), Liquid POL products, Petrochemicals and Chemicals, serving the Oil, Petrochemical and Gas Industry since 1977. The registered office of the Company is at Unit No. 1202, 12<sup>th</sup> floor, Tower B, Peninsula Business Park, G. K. Marg, Lower Parel (West), Mumbai 400 013. Aegis Logistics Limited is a listed public limited company and a leading Logistics Company in India.

Aegis group owns / operates India's largest integrated bulk Liquid cum LPG Terminal in the ports of Mumbai, Haldia, Kandla and Pipavav and also the largest private bulk Liquid Terminals at Kochi and Mangalore ports.

The Group has entered into a Joint Venture with Vopak Terminals and aims to create 'necklace' of similar port terminals around the coastline of India. It has firmed up plans to put up new/additional storage capacities at various locations in the near future

Konkan Storage System (Kochi) Private Limited (a subsidiary of Aegis Logistics Limited) intends to expand its existing capacity by including additional infrastructure, including new storage tanks. This tender is being issued for the construction of new tanks, as per the details mentioned hereinafter.

**General Information:**

Bidder shall submit the following documents. The evaluations will be done based on the documents submitted.

- a. **Net worth of the bidder as per the latest audited financial year (2020-21) shall be positive.**
- b. **Financial years/previous period as above shall be reckoned from the due date of submission of bids.**
- c. **Bidder should submit Solvency Certificate from Nationalized / Scheduled Banks.**
- d. **Bidders should have valid PF / GST registrations and PAN.**
- e. Company profile indicating organization structure of bidding entity.
- f. Bidder to submit copies of purchase /work order /experience /completion certificate containing the item description, ordered quantity, proof of supply /commissioning / satisfactory performance of the system in support of the above
- g. Vendor prequalification criteria. All supporting documents pertaining to 'Pre-Qualification criteria' submitted by the Bidder shall be certified true copies, duly signed, dated and stamped by a Public Notary. In case of job under private sector, TDS certificate must be furnished in support of payment received against the job for our scrutiny and evaluation.
- h. Earnest Money Deposit (EMD): The contractor should submit an earnest money deposit of Rs. 5,00,000/- (Rupees Five Lakhs only) either by DD / Bank Guarantee favoring "Konkan Storage System (Kochi) Private Limited". The Bank Guarantee shall be valid until at least 90 days. The same shall be returned to the unsuccessful bidders, after finalization of the tender by the owner. No claims for interest shall be entertained for any bidders.
- i. Bidder shall submit all relevant documents of their proven track records and satisfactory performance by giving detailed reference (email address/ contact details) of end user(s). Owner shall have the right to obtain feedback directly from any or all end user(s) about performance of the system installed at their location.

**Note:**

The Bidder should not be under liquidation, court receivership or similar proceedings. Further agencies submitting their bids shall not be on the Holiday List of any PSU's or Government Organizations in India and shall submit the declaration for the same.

## NOTICE INVITING TENDERS / BIDS

**Sealed item rate tender for the Fabrication of Tanks at KONKAN STORAGE SYSTEM (KOCHI) PVT LTD (KSSPL), Kochi, Kerala.**

<b>Bid submission Address:</b>	<b>Project Location</b>
President - Projects and Operations AEGIS LOGISTICS LIMITED C/O Sealord Containers Limited Ambapada, Mahul Village, Trombay Near BPCL Refinery Main Gate, Chembur Mumbai - 400 074	KONKAN STORAGE SYSTEMS (KOCHI) PVT. LTD. Plot no.V79, V82 South End Reclamation, Matsyapuri - 682029, Willingdon Island, Cochin

On behalf of: (Corporate Address)

**Aegis Logistics Limited**  
**1202, Tower B, Peninsula Business Park,**  
**G. K. Marg, Lower Parel (West)**  
**Mumbai-400013**

The company reserves the right:

1. To accept or reject any / all tender(s) / Bid(s) without assigning any reason.
2. To place an order on one or more Contractors.
3. To split and / or combine quantum of purchase at its own discretion.
4. The company will not entertain any affiliated / associated bids.

**The bid shall be submitted in Sealed envelopes or vide e-bid. The last date for submission of complete tender shall be 10.05.2022.** The Sealed bids shall be sent to above mentioned address in the proper format before the closing date. E-bids shall be addressed to [eprocurementk1@aegisindia.com](mailto:eprocurementk1@aegisindia.com) In case of e-bid, the EMD should reach the above address before the closing date.

The request for extension of Bid closing date may be requested on the same email. In case of same request from other bidders, we shall consider. Else we shall request you to adhere to the closing date in the Tender.

In case of any queries or clarification pertaining to tender document or clauses, the bidders are requested to write the same as per correspondence clause in the general Conditions of Tender.

**Bidders are requested to send in their pre bid queries by 29.04.2022 on the Email id provided.**

**KONKAN STORAGE SYSTEMS (KOCHI) PVT. LTD.**



**TENDER FOR TANK FABRICATION WORK**

**Part 1**

**Scope of Work and Technical Specifications**

**NAME OF WORK**

Contract for Fabrication & Erection of Storage Tanks at Liquid Terminal in Kochi (Kerala).

**SCOPE OF WORK**

The Scope of Works shall be Fabrication of Tanks for Liquid Tank Terminal establishment at Kochi. The scope is detailed in respective annexures of individual activity.

**NATURE OF WORK**

The scope includes but not limited to Fabrication / Construction of Tanks, Erection, Testing and providing commissioning assistance. This Contract shall be executed for the Owner, Konkan Storage Systems (Kochi) Pvt. Ltd, a subsidiary of Aegis Logistics Limited at Kochi Port.

**ANNEXURE A**  
**SCOPE MATRIX**

SN	Description	OWNER / Owner	Contractor
<b>A.</b>	<b>DESIGN &amp; ENGINEERING</b>		
1.	Basic Design and GA drawings	*	
2.	Fabrication drawings (Annexure B)	*	
3.	Technical specification	*	
4.	Bill of quantities		*
5.	Mark ups for As built drawings		*
6.	Civil Foundation	*	
<b>B.</b>	<b>SCOPE OF SUPPLY</b>		
1.	CS plates for tank construction	*	
2.	Structure, spiral staircase, platform, railing, etc.	*	
3.	Gratings	*	
4.	Nozzle pipes, flanges and plate material for manholes with cover and companion flanges.	*	
5.	Machining and drilling of holes for manhole flanges		*
6.	Gauge hatch, breather valves etc.	*	
7.	All other materials and equipment required for the job.		*
<b>C.</b>	<b>CONSTRUCTION AIDS / TOOLS</b>		
1.	All construction Aids & Equipment		*
2.	Tools and tackles		*
3.	Hydraulic jacks/power packs etc.		*
4.	Temporary ladders, Lighting, scaffolding etc.		*
5.	Fire screen wall materials including GI sheets, pipes etc.		*
6.	Hydrotest pumps, calibration meters, temporary piping, etc.,		*
7.	Temporary material for hydro-testing like fasteners, gaskets, blinds, etc.		*
8.	Any other equipment / tools required.		*

SN	Description	Client/ Owner	Contractor
<b>D.</b>	<b>CONSUMABLES</b>		
1.	All consumables required for construction like welding electrodes, gases, grinding wheel etc.		*
2.	Consumables required for inspection and testing work.		*
3.	Consumable for construction aids like fasteners for rafter alignment.		*
4.	Other consumable materials		*
<b>E.</b>	<b>CONSTRUCTION UTILITIES</b>		
1.	Electricity		*
2.	Water		*
3.	Hydro-testing Water at one location	*	
<b>F.</b>	<b>DOCUMENTATION</b>		
1.	QAP		*
2.	Project Schedule in MSP Format		*
3.	Fabrication drawings and BOQ		*
4.	SOP for Erection, Testing, Welding, etc.		*
5.	WPS, PQR, WPQ		*
6	Daily Progress Report		*
7.	Handing over documents consisting of internal inspection reports, RT films, Mark ups for "As Built" drawings, MTCs, welding electrodes certificate, Hydro test certificate, Calibration Report (duly certified by Weights and Measures department), tank settlement readings, etc. - in 4 set of spirally bind file and 1 CD for each tank		*
<b>G.</b>	<b>SCOPE OF WORK</b>		
1.	Procurement of plates, Structures, gratings etc.	*	
2.	Preparing a levelled compacted area for tank fabrication		*
3.	Unloading and movement of construction material within the site		*
4.	Construction of storage tanks as per API 650 including all consumables, manpower, machineries, testing, calibration & handing over.		*

SN	Description	Owner	Contractor
4.	Preparations of material take off schedule.		*
5.	Overall quality control.	*	*
6.	Construction supervision and daily co-ordination for work permits		*
<b>H.</b>	<b>SCHEDULING</b>		
1.	Timeline	*	
2.	Detailed scheduling, monitoring and progress reporting		*
<b>I.</b>	<b>INSPECTION AT SITE</b>		
1.	Carrying out all types of inspection and testing.		*
2.	Preparation of inspection test reports.		*
3.	Witnessing of Inspection / Tests & approvals of Inspection / Test Reports.	*	
<b>J.</b>	<b>REPORTING</b>		
1.	All reports required by client.		*
<b>K.</b>	<b>INSURANCE</b>		
1.	Contractor's construction aid and temporary work.		*
2.	Workmen's compensation PF, ESIC etc.		*
3.	Any other insurances as per statutory requirement		*
4.	License from local labour commissioner		*

Abbreviations-

KSSPL-Konkan Storage Systems (Kochi) Pvt. Ltd (Owner)



**ANNEXURE-B:**  
**Fabrication Drawings - Tankages**

<b><u>Master list of Drawings</u></b>				
<b>Sr. no.</b>	<b>Fabrication Drawings (for Fixed Cone Roof tanks) as per API 650 latest edition</b>	<b>T-23 to T-26</b>	<b>T-A</b>	<b>UG Tank T27/28 as per IS: 10987:1992</b>
1	Details of Bottom Plate Layout	✓	✓	×
2	Details of Roof Plate Layout	✓	✓	×
3	Details of Shell Plate Layout	✓	✓	✓
4	Details of Roof Structure	✓	✓	×
5	Detail of Roof Walkway / Roof access platform	✓	✓	×
6	Detail of Wind Girder	✓	✓	×
7	Details of Roof Nozzle	✓	✓	×
8	Details of Shell Nozzle	✓	✓	✓
9	Details of Anchor chair/Saddle supports	✓	✓	✓
10	Details of Stairway & Platform	✓	✓	×
11	Details of Nozzle Orientation (Shell/Roof)	✓	✓	✓
12	Details of David Arm Shell Manhole.	✓	✓	×
13	Name Plate / Datum Plate / Earth Cleat	✓	✓	✓
14	Detail of Supports for Cooling Ring, N2, Pressure Balancing line and Foam Riser	✓	✓	×
15	Foam Maintenance Platform	✓	×	×
16	Details of ends plates, stiffener rings	×	×	✓

**ANNEXURE-C:**  
**Technical Specifications - Tankages**

**A. Details of CS Tanks.**

Petroleum product storage tanks (Tank farm -3)							
Tank no.	Type	Type of roof structure	MOC	Tank Dia. (M)	Height (H)	Capacity (KL)	Total Capacity (KL)
T23	Above ground	External roof structure	CS	23	20	8100	19,940
T24	Above ground	External roof structure	CS	22.5	20	7700	
T25	Above ground	External roof structure	CS	15.75	20	3800	
T26	Above ground	Internal roof structure	CS	6	9	240	
T27	Underground	-	CS	2.75	9	50	
T28	Underground	-	CS	2.75	9	50	

Fire water storage tank				
Tank no.	MOC	Tank Dia. (M)	Height (H)	Capacity (KL)
T-A	CS	25	20	9800

**B. GENERAL**

- 1) Product storage tanks will be provided with cone roof, nozzles, stairs and platform with railings, vent valves, manholes, Earthing points and provision for level dip hatch. All above ground tanks are designed as per API 650 and underground tanks are as per IS: 10987:1992. Plate material shall conform to IS 2062 Grade A/B. Tanks will be supported on RCC raft resting on RCC driven piles. The civil foundation for tanks will be provided by KSSPL.
- 2) Bidder shall be provided with the foundation for the tanks and the bidder shall verify and certify that the foundations are suitable for the erection of the tanks. The anchor chairs shall be suitably adjusted by the bidder.

- 3) Bidder shall fabricate & weld all necessary cleats /pads /members, etc. for piping supports/ fire fighting, structural & earthing, etc. on the tank wherever required.
- 4) Bidder shall use hydraulic jacks of required capacity for tank erections at site, along with the calibration certificates & test certificates (NABL approved, manufacturer report) of hydraulic jacks.
- 5) Bidder shall prepare the laydown area plan which will enable him to establish fabrication yard, storage space for plates/structural material, equipment & machinery, stores, site office etc. in co-ordination with owner's site in-charge and obtain the approval of the Owner. Any worker toilet facility will be managed by Bidder on his own & at his own cost.
- 6) The underside of plate to be copper slag blasted and coated with two final coats of coal tar epoxy (125 $\mu$  each) of approved paint manufacturer before erection of C.S. tanks.
- 7) Tank External painting jobs to be carried out by the painting contractor as per our painting specifications. Blasting and primer painting of Shell / Roof Plates & structural members of external roof structure tanks shall be considered prior to Erection. Bidder shall provide necessary assistance like plate shifting from fabrication yard to blasting yard & shall be stacked properly on stand and finally back to tank fabrication area without any additional cost.
- 8) Bidder shall use plate fabricated wind girders wherever required as per approved fabrication drawing.
- 9) Water for Hydrotesting shall be provided by KSSPL at one location only. The Contractor shall make arrangement at their own cost from the source (approximately 100m) for the test.
- 10) Upon completion of successful Hydrotesting, Calibration of Tank shall be carried out through approved agencies. The Tank Calibration Certificate duly approved by Weights and Measures (Legal Metrology) Department shall be furnished within 3 days of each Hydrotest.
- 11) All petroleum product (Tank farm - 2) storage tanks shall be having individual spiral staircase.
- 12) The Steel plates, Structural Material and Gratings will be offered as Free Issue Material. Nozzle Pipes and Flanges up to 12" shall be provided by KSSPL. However, flanges, necks & covers for Shell and Roof Manhole shall be plate fabricated & necessary Drilling/ Machining shall be done by the Contractor.
- 13) The quantities / shortages shall be the liability of the Contractor and the same shall be reconciled during the completion of the project.

- 14) Contractor shall note that other contractors will also be working at the same site simultaneously. Contractor shall coordinate, plan and schedule the activities with other contractors and ensure that the works of another contractor is not affected.
- 15) All co-ordination with local authorities shall be directly between the contractor and the local authorities. Owner shall only provide the necessary assistance with introduction or authorization letters to the contractor.
- 16) If any deviation is found during execution between the specification and the drawings, it is to be explicitly noted that the specification will hold good and supersede the drawings.

### **C. TECHNICAL SPECIFICATIONS**

- a. All tank work shall be as per drawing, technical specifications and generally as per API 650 standard for above ground tank & are as per **IS: 10987:1992** for underground tanks. A detailed Construction Methodology / Method Statement shall be furnished to KSSPL for approval prior to commencement.
- b. Welding procedure qualification test and welder qualification test shall be carried out as per API / ASME codes and standards.
- c. All non-destructive testing and other tests should be carried out as per API 650 standard for above ground tank & are as per **IS: 10987:1992** for underground tanks
- d. Any material or workmanship that in anyway fails to meet the requirement of the standard shall be rejected.
- e. The detailed fabrication drawings for bottom, shell, roof plates, structures & bill of materials should be provided by KSSPL. However, the same shall be reviewed and resolved for any discrepancy by Contractor in consultation with KSSPL representative.
- f. The workmanship and finish of the tank shall be in conformance to KSSPL representatives in every respect and subject to the closest inspection by our Quality Control Engineers / third party.
- g. Testing and inspection shall include radiography as per relevant code. Shell butt joints to be back chipped to sound metal and D.P. test shall be done for all requested joints, vacuum box test for Bottom / Annular Plates, hydro test, pneumatic test for all nozzles, pressure and vacuum test of the roof etc. and included in the fabrication and construction cost.
- h. Underneath of bottom plates painting to be carried out by the Bidder before laying the bottom plates on the foundation, with copper slag blasting to SA 2 ½ finish and 2 coats

of HB coal tar epoxy, 125 microns each. All paints shall be of reputed brand (Sigma, carboline, Berger, etc.). The supplier and the system shall be approved by Owner.

- i. All gratings for interconnecting platform, staircase and roof platform shall be supplied as galvanized by KSSPL and the same shall be erected by contractor.
- j. All tank work shall be as per drawing, technical specifications, API 650 standard & approved ITP.
- k. For external roof structure tanks, erection & dismantling of temporary roof structure with all required tools & tackles, scaffolding shall be borne by the contractor only.

**KONKAN STORAGE SYSTEMS (KOCHI) PVT. LTD.**



**TENDER FOR TANK CONSTRUCTION WORK**

**Part 2**

**Schedule of Rates  
&  
Terms and Conditions**

## SECTION A - GENERAL CONDITIONS OF TENDER

### **1. DEFINITIONS**

The following expressions hereunder and elsewhere in the contract documents used will have the following meanings hereunder respectively assigned to them namely: -

- The “Owner” shall mean “Konkan Storage System (Kochi) Private Limited” (KSSPL) incorporated in India and shall include its successors and assigns.
- The “Contractor / successful tenderer” shall mean the tenderer selected by the owner for the performance of the work and shall include the successors and permitted assigns of the Contractors.
- The “Project” shall mean detailed working of Construction Work for Storage Tanks at KSSPL, Kochi, Kerala.
- The “Project Manager” shall mean the officer nominated by owner to co-ordinate and supervise all the activities connected with the implementation of project on their behalf. The “Project Manager” may at his discretion depute owner’s officer to co-ordinate/supervise the work of Contractor.
- The “Site-in-Charge” shall mean the Engineer nominated by the owner for the purpose of the contract or any work covered there under.
- The “Job Site” shall mean any site at which the work is to be performed by the Contractor under the contract.
- The “Work” and “Scope of Work” shall mean the totality of the work by expression or implication envisaged in the contract and shall include all material equipment and labour required for or relative or incidental to or in connection of any work and/or for incorporation in the work.
- The “Contract” shall mean the totality of the agreement between the parties as derived from the contract documents.
- The “Contract Documents” shall mean the contract documents as laid out in the Owner’s standard contract format which is based on General and Special conditions of Tender.
- The “Specification(s)” shall mean the various specification as set out in the specifications forming part of the tender documents and as referred to derived from the contract and any order (s) or instruction(s) there under, and in the absence of any specifications as aforesaid covering any particular work or part of portion thereof, shall mean the relevant Indian Standard Institution specifications for or relative to the particular work or part thereof, and in the absence of any Indian Standard Institution Specification covering the relative work or part or portion thereof, shall mean the standard or specification of any other country applied in India as a matter of standard engineering practice and approved in writing by the Site-in-Charge with or without modifications.

- “Order” and “Instruction” shall respectively mean and written order or instruction given by the Owner/Site-In-Charge within the scope of their respective powers in terms of the contract.
- “Plans” and “Drawings” shall mean maps drawing, sketches, tracings and prints forming part of the tender documents and any details or working drawings, amendments and/or modifications thereof approved in writing by the Site-In-charge or any agency notified by the Site-In-Charge, to the contractor for the purpose and shall include any other drawings or plans in connection with the work as may from time to time be furnished by or approved in writing by the Owner /Site-In-Charge or any other agency nominated by the Owner/Site-In-charge in this behalf in connection with the work.
- “Inspector” means Third Party Inspection Agency (TPIA) as specified by the Owner / Owner’s authorized representative as specified in the special condition of tender.
- “Final Test Certificates” shall mean the final Test Certificate issued by Owner.
- “Completion Certificate” shall mean the completion certificate issued by the Site-in-Charge”
- “Final Certificate” shall mean the final certificate issued by the Site-In-Charge.
- “Acceptance of Tender” shall mean the Acceptance of Tender issued by the Owner of the Tender”
- The “Total Contract Value” shall mean the total contract value as specified in the acceptance of Tender, and after calculation of the entire remuneration due to the Contractor the contractor on successful of the works.
- “Progress Schedule” shall mean the time schedule of progress of work.
- “Running Account Bill” shall mean a bill for payment of “on Account’ to the Contractor.
- “Schedule of Prices” shall mean the schedule or prices annexed to the Acceptance of Tender and shall include any remuneration payable to the Contractor for any work determined in accordance with the conditions.
- “Tender Documents” shall mean the Tender Documents comprising Part-I (Technical Bid) – Invitation to Tenders, Project information, General Conditions of Tender, Special Conditions of Tender, Tender Schedule, Drawings/Sketches, Data Sheets, Form of Tender and Price Schedule, Annexure, and Part II (Commercial Bid)-Form of Tender and Price Schedule, and Annexure.
- “Agreed Variation” shall mean the statement of Agreed Variation annexed to the Acceptance of Tender or a further amendment annexed to the Contract forming part thereof.
- The “Sub-Contractor” means any person of firm of Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Owner.
- The “Permanent Work” means and includes works which will be incorporated and form



a part of the works to be handed over to the Owner by the Contractor on completion of the Contract.

- The “Construction Equipment” means all appliances and equipment of whatever nature for the use in or for the execution and completion of the works unless intended to form part of the permanent work.
- “Letter of Intent” shall mean intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- The “Alteration Order or Variation Order” means an order given in writing by the Owner to effect additions to or deletions from and alterations in the works.
- All headings of the Clauses in these General Conditions of Tender or otherwise in any contract document are intended solely for the purpose of giving a broad indication of the contents of the clause and not as a summary of the contents thereof.
- Unless otherwise specifically stated, a masculine gender shall include the feminine and natural genders and vice-versa and the singular shall include the plural and vice versa.

## 2. *GENERAL*

- The tenderer should study all tender documents and understand the conditions/drawing/specification etc., before quoting. If there are any doubts, he should obtain clarification from Owner. This shall not be the justification for late submission of compensating date or time to the tender. All tender documents shall govern the contract, shall form part of the contract and shall be binding during the execution till completion of works
- Owner reserves the right to modify or completely withdraw this tender at any time, without giving any notice.
- The tenderer should visit the site and acquaint himself with the site condition at his own cost including the boundary management issues.
- Under no circumstances, bids can be withdrawn or modified after submission to the Owner. Negligence on the part of the Tenderer in preparing his tender confers no right for withdrawal or modification of his tender after the tender has been opened.
- Tenderer is required to make the lowest offer for the work as per the enclosed specification and details available therein. Please note the estimated quantities given in the schedule are approximate. As the work progress, it is possible that there may be variations.
- The rates quoted should be inclusive of all materials, labour, equipment, tools/tackles, transportation of material and labour, excise, custom, octroi duty, sales tax and turn-over tax etc. All materials are to be supplied by the tenderer unless otherwise stated.
- Canvassing in connection with the tender is strictly prohibited and the tender submitted by the tenderer resorting to canvassing shall be liable for rejection.

- The final drawings are under preparation and shall be sequentially issued for the work. For any review, similar drawings from previous projects shall be offered. Interpreting specifications, the following order of decreasing importance shall be followed:
  - a) Drawings
  - b) Unit Rate Specifications & Technical Specifications.
  - c) Bill of Quantities
  - d) General specifications
- Incomplete/Conditional tender quotation or those received late and/or note conforming to the terms and conditions in the tender documents will be rejected. If rates are offered for part of the scope only, then the tender shall be treated as incomplete / conditional. If few special scopes are excluded citing reasons of specialization, the same shall be at the Owner's discretion to treat as complete / incomplete.
- The Owner reserves the right to reject any /every tender without assigning any reason whatsoever or to negotiate with the tenderer(s) in the manner the Owner considers suitable.

### **3. SUBMISSION OF TENDER**

- Tender document Part-A-Technical Bid and Part B-Commercial Bid should be sealed in separate covers, clearly marking 'COMMERCIAL BID' on the cover containing Commercial bid. Both the above covers should be sealed in one cover clearly marking the Tender No. and Vendor's name and address. The quotation must be submitted only in the prescribed tender schedule form supplied by the Owner.
- The sealed tender should be addressed and sent by Registered post or personally handed over to the Tender Receiving Authority specified in Tender Notice or put in the Tender Box designated for the specific work located at the address specified in the Tender Notice.
- The sealed Tender must reach the specified address before the date and time specified in the Tender Notice. Tender received after the due date and time will not be considered.
- The tenderer should quote for all items in the tender schedule. The rate should be expressed both in figures and words. Where discrepancy exists between the two, the rates expressed in work will prevail. Similarly, if there is any discrepancy between unit rate and total amount the unit rate will prevail.
- The rates should be quoted in the same units as mentioned in the tender schedule.
- All entries in the tender documents should be in ink/typed. Corrections if any should be attested by full signature of the tenderer.
- Every page of the tender documents shall be "SIGNED" by the tenderer or his authorized representative.

- Tenderers are required to state in the tenders their addresses fully and correctly. All notices, communications and reference to any tenderer by the Owner shall be deemed to have been duly given to the tenderer if delivered to the tenderer or left at or posted to the address given by the tenderer and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post and in other cases on the day on which they were so delivered or left.

#### **4. BANK GUARANTEES**

- The tenderer shall be required to furnish a Performance Bank Guarantee valid till the end of Defect Liability Period. The Defect Liability Period will be considered as 12 months from the handover or first successful hydro test of tank, whichever is earlier.
- Please note that no interest shall be paid on Performance bank Guarantee.
- The Mobilization Advance, if applicable, shall be paid only against Advance Bank Guarantee of equivalent value. This Bank Guarantee shall be valid for at-least 6 months from mobilization date. The mobilization advance shall be deducted from 2<sup>nd</sup> R.A Bill onwards and shall be completely recovered in 3 equal parts before the expiry of Advance Bank Guarantee.
- The contractor should submit an earnest money deposit of Rs. 5,00,000/- (Rupees Five Lakhs only) by way of DD / Bank Guarantee favoring "Konkan Storage System (Kochi) Pvt Ltd". The Bank Guarantee shall be valid until at-least 180 days. The same shall be returned to the unsuccessful bidders, after finalization of the tender by the owner. No claims for interest / bank charges shall be entertained for any bidders.

#### **5. CONTRACT AGREEMENT**

The successful Tenderers shall receive within 15 days the Owner's communication in form of Work Order / Contract / Letter of Intent. This communication shall detail the agreed price and terms and the extent of the scope.

#### **6. VALIDITY**

The validity of the bid shall be for a period of minimum 90 days from the last submission date. It shall there after continue to remain valid, until,

- a) A written advice is given to the Owner giving 10 days clear notice of their intention to reverse/alter the terms.
- b) The work is completed to the satisfaction of the Owner and so certified in writing by Owner or their accredited representative in the case of successful tenderer.

## **7. QUANTITY MEASUREMENT**

- The quantities of work shown in the tender schedule are approximate and payment shall be made as per actual measurement certified by the Site-in-charge. The actual quantities may vary to any extent. The contractor is not entitled for any sort of compensation towards material procured / stored in excess of the measured and certified quantities.
- The owner reserves the right to increase or decrease the tendered quantity or replace specifications, drawings, design of any or every item or delete them at any stage of work. The contractor's claim for compensation or damages on account this shall not be entertained. Such deviation shall be adjusted at the rates contained in the contract or arrived at by calculation from contract rates.
- Detailed measurement of completed work shall be taken jointly by the Contractor and Owner/Site-in-Charge at every stage of work before proceeding to the next stage of work and shall be measured as per procedure laid down. The payment shall be made as per measured quantities, subject to their conforming to the quantities ordered as per drawing/schedules and not as per tender schedule quantities.

## **8. MOBILIZATION PLAN**

Upon receipt of Order, the Contractor shall furnish Mobilization Plan in below Heads. This shall enlist all the equipment in appropriate quantities to ensure timely project completion.

- Equipment and Machineries - To include timeline and numbers of equipment viz: Rolling machine, Welding Machines, Hydraulic Jacks, Power Packs, Hydra-Crane, Cutting sets, Tools and Tackles, DG Sets, etc.
- Manpower - To include timeline and numbers of Manpower category-wise viz: Site In-charge, Engineers, Supervisors, QA/QC, Safety, Qualified Welders, Fabricators, Fitters, Grinders and supporting crew. The Welder qualification process shall be planned well to ensure appropriate qualified welders' availability.
- NDT Agency - The Plan should include the requirement of NDT agency and the Contractor should ensure the availability of the Agency whenever required in order not to hamper the progress.

## **9. TIME FOR COMPLETION OF WORK**

The timeline is the essence of this Contract. The Contractor shall deploy enough resource to construct all tanks simultaneously on the Tank Foundation. The requisite Pre-Fabrication shall commence in advance and will go parallel to Tank Erection. The Handover of each tank shall be maximum 2 months, from the date of Letter of Intent / Work Order whichever is earlier, for T 23 to T25 & T-A, 1 month for T26 & UG tanks T 27/28 from the handover of Civil Foundation and Steel Plates. The Contractor shall consider 24x7 working to ensure the timely completion. All needful arrangement to support night working shall be done by the Contractor.

The tenderer should prepare a detailed Project Plan to meet the desired schedule. KSSPL shall identify the priorities of tank. A sub-plan shall detail individual tank construction in said schedule. These plans will be continuously monitored, and measures shall be taken every week to mitigate the shortcomings.

The Contractor shall furnish the following to ensure individual tank completion AS PER schedule provided above, along with bid-

1. Manpower planning with its breakup
2. List of machineries
3. List of tools & tackles

#### **10. PROJECT MONITORING**

The Project Plan shall be monitored on Daily / Weekly / Monthly basis. The Contractor shall furnish DPR (Daily Progress Report) in mutually agreed format vide email. The DPR shall minimum include the activities executed on daily basis, manpower availability and Progress Constraints. All the measurements of actual v/s plan shall be done.

A Weekly Review Meeting shall be conducted at Site including the Site In-charges from both sides. The Minutes shall be floated in the agreed email forum.

Where shortcomings are observed, the contractor shall be advised to take up mitigation plans. If the Contractor fails to take mitigation measures or display reasonable improvement, KSSPL shall resort to counter-measures. The expenses towards the counter-measures shall be debited from the Contractor's bills.

#### **11. PARTIAL PROJECT EXECUTION**

The partial execution of the awarded Contract shall be unacceptable. In the event of incomplete execution, KSSPL will be forced to get it executed from another Contractor. All extra expenses incurred by KSSPL would be debited from the pending bills of the Contractor.

In case of intermittent stoppage of work, without being instructed by KSSPL, the payment shall be appropriately and duly kept on Hold. This would be released upon re-commencement of work.

#### **12. STOPPAGE OF WORK**

In case it becomes necessary for the Owner to temporarily suspend or postpone the work partly or fully due to unforeseen circumstances, Owner shall not be liable for any compensation on account of the resultant delay / stoppage of work.

#### **13. SUBCONTRACTING**

No part of the contract shall be sublet without the written permission of KSSPL, the employers nor shall be transferred by a 'Power of Attorney authorizing others to carry out the work or receive payment on behalf of the tenderer.

#### **14. INSPECTION AND TESTING**

A Field Quality Plan (FQP) or Quality Assurance Plan (QAP) shall be furnished by each tenderer as part of each bid document. This FQP shall be reviewed and approved and the same shall form an integral Inspection document at site.

#### **15. DEFECTS LIABILITY PERIOD**

Twelve months from date of handover.

#### **16. VIRTUAL COMPLETION CERTIFICATE:**

VCC will be issued to the CONTRACTOR once the CONTRACTOR and the OWNER mutually agree that the job is complete. The defect and liability period will commence from that date. The certificate will be issued by the Structural & Architectural Consultant.

#### **17. COMPENSATION FOR DELAY IN COMPLETION**

- The period of completion for all tanks shall be 2 months from the date of handing over of Civil Foundation and supply of Free Issue Material. The Period shall be achieved by appropriate resource allocation and utilization. The rates quoted by the contractor shall be inclusive of all the cost for working in double shift and / or in overtime and /or on holidays to meet our schedule. However, contractor will try to finish the work at the earliest possible time for stage wise completion & commissioning based on KSSPL's priority with mutual agreement. If the Progress of the work is not up to the expectation / planned level of KSSPL, the Contractor shall be intimated to reinforce resources or work extra hours to cover / compensate the time loss. No additional claim shall be accepted by KSSPL for this reinforcement or extra working hours. If the progress of work is still not satisfactory, KSSPL shall advise the Contractor to enact to the shortfall.
- In case of any delay in completion of the work beyond the specified completion date, the Owner shall be entitled to be paid Liquidated Damages by the Contractor. The liquidated damages shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a minimum of 2% and maximum of 10% of the total contract value. The liquidated damages shall be recovered by the Owner out of the amounts payable to the Contractor or from the Performance Bank Guarantees or from the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.
- Owner shall have the right engage more than one contractor / split the job among different contractors at its discretion, for the execution of job.
- Notwithstanding what is stated in clause above, the Owner shall have the right to employ any other agency to complete the remaining work at the risk and cost of the Contractor in the event of his failing to complete the work within the stipulated milestones of the schedule.
- The Contractor shall present in writing to the Site-in-Charge on account of the following for the extension in Contract period:

- Force Majeure
- Inclement Weather Conditions
- Delay from other Contractors engaged by the Owner
- Boundary or public disputes
- Legal Proceedings
- Insufficiencies in Schedule of Rates
- The Site-in-charge shall thereby prepare a fair and reasonable Extension for the schedule and furnish to the Contractor, who shall constantly use his best endeavor to the satisfaction of the Engineer to proceed with the works. Nothing herein shall prejudice the right of the Owner under the Clause 18 herein after.

### **18. PERFORMANCE / FAILURE OF CONTRACTOR**

- If the performance of the successful tenderer is found to be unsatisfactory, the company reserves the right to cancel in part or whole of the contract and gets the work executed through alternate means at the entire risk and cost of the successful tenderer.
- The successful tenderer shall not consider independently, any change in specifications mentioned in the tender documents. In case of doubt he will refer the matter in writing to the Owner/Site-In-Charge and act as per clarifications given by the Owner/Site-in-charge. Any change in the work involving changes in original specifications quantities /additional items of work, should be covered by obtaining suitable variation order (s) from the Owner/site in charge immediately.
- If the contractor after receipt of written notice from the Site-in-charge requiring compliance within 10 days fails to carry out and execute any work in accordance with this contract and or to comply with Site-in-charge's instructions then the Owner with the consent and may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection there with shall be recoverable from the Contractor by the Owner as a debit and may at the option of the owner be deducted from any money due to or to become due to the Contractor.

### **19. TERMINATION OF CONTRACT BY THE OWNER**

The owner may terminate the contract at any stage for reasons to be recorded in the letter of termination. The Owner inter alia may terminate the Contract for any or all of the following reasons that the contractor

- has abandoned the work/Contract.
- has failed to commence the works or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
- has failed to remove materials from the site or to pull down and replace the work within 15 days after receiving from the Project Manager written notice that the said materials or work were condemned and/or rejected by the Engineer under specified conditions.
- has neglected or failed to observe and perform all or any of the term's acts, matters or

things under this Contract to be observed and performed by the Contractor including the compliance to the instructions of Site Engineer and/or Third party Inspector and/or paint manufacturer.

- has to the detriment of good workmanship or in defiance of the Site Engineer's and/or Third-Party Inspectors and/or Paint manufacturer's instructions to the contrary sub-let any part of the Contract.



- has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
- has stopped attending to work without any prior notice and prior permission for a period of 15 days.
- And his workmen have been found not complying to the safety requirement of Worksite and are found to be engaged or involved in Unsafe Acts and accidents on the site.
- has become untraceable.
- has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgment of the owner.
- has been declared insolvent/bankrupt.
- in the event of sudden death of the Contractor.
- has been charged by police or convicted by courts in India for Illegal acts, ransom, money extortion and criminal intimidation etc. during the contract period.

## **20. CONTRACTOR'S STORE**

Contractor shall construct suitable godowns for storing tools. However, space for site office cannot be offered at site. The contractor however will have to dismantle all such sheds, toilet and vacate the land of all debris etc. at his own expense after completion of work.

## **21. EXTRA ITEMS /NON-TENDER ITEMS**

Rates for extras items/work as may be ordered shall be determined by the consultant / Employer as follows:

The rate of extra item shall be submitted by Contractors before execution of work. The same shall be confirmed by Clients/Consultant. If not specified, the rates for that item shall be derived from the nearest similar item in the Tender. In case of no similar items, item rate shall be derived at the actual expenditure incurred in execution of the item inclusive of any taxes, Octroi, etc. plus 15% for contractor's profit, plant, machinery, tools, and supervision and overhead etc. The actual expenditure will have basis of materials and labour as per actual working rate analysis. In case of materials supplied by owners at fixed prices, only 5% overhead & profit will be admissible on the cost of such material.

For extra items contractors shall get the instructions confirmed in writing from Engineer in charge before executing the work & keep proper record of same.

Any verbal instruction given by Engineer-in-charge for executing work or any other items, which are not shown in drawing, the contractors will write the same & get the confirmation from Engineer in charge before execution. He shall also keep the proper record of the same. Cost of work executed on verbal instructions without confirmation in writing from consultant/ Employer will not be paid.

## **22. WATER AND ELECTRICITY**

The Water and Power required for the work shall be arranged by the successful tenderer at their own cost.

### ***23. INSURANCE AND LABOUR***

Contractor shall at his own expense obtain and maintain an insurance policy with a Nationalized Insurance Company to the satisfaction of the Owner as provided hereunder.

### ***24. EMPLOYEES STATE INSURANCE ACT***

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the Contractor further agrees to defend indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any asserted violation by Contractor, or sub-contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The Contractor agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the Contractor's or sub-contractor's employee whose aggregate remuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time.

The Contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employee's State Insurance Corporation Account, and the Employee's contribution as required by the Act.

The Contractor agrees to maintain all records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.

The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

### ***25. WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE***

Provide Insurance for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall ensure that the sub-contractor provides workmen's compensation and Employer's Liability Insurance for the latter's employees who are not covered under the Contractor's insurance.

## **26. AUTOMOBILE LIABILITY INSURANCE**

Contractor shall take out Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurances shall be valid for the total contract period. No extra payment will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the Insurance Company, should such damage or loss result from unauthorized use of the vehicle. The provisions of the Motor Vehicle Act would apply.

## **27. FIRE INSURANCE**

Contractor shall within two weeks after award of contract insure the Works, Plant and Equipment and keep them insured until the final completion of the Contract against loss or damage by accident, fire or any other cause with an insurance company to be approved by the Employer/Consultant in the joint names of the Employer and the Contractor (name of the former being placed first in the Policy). Such Policy shall cover the property of the Employer only.

## **28. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATION OR BY OWNER**

- Contractor shall also provide and maintain any and all other insurance which may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the Owner.
- The aforesaid insurance policy /policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.
- The Contractor shall satisfy to the Engineer-in-Charge / Site-in-Charge from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.

29. The contractor shall ensure that similar insurance policies are taken out by his subcontractor (if any) and shall be responsible for any claims or losses to the Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge/Site-in-Charge.

## **30. SITE SUPERVISION/FACILITIES**

- The entire work will be carried out under the supervision of the authorized representative of the Owner, but this will not absolve the Contractors from his responsibilities for quality/period of execution of the work. KSSPL may at its discretion, engage a competent Third-Party Inspectors or Manufacturers representative for supervision of the entire work. All the instructions issued by KSSPL Site Engineer and /or Third-party Inspectors and /or Manufacturer Representative shall be complied by the contractor.
- The successful tenderer shall always arrange for a team of competent supervisors headed by site manager to be present at site during the progress of the work and shall be duly

authorized to take instructions and execute them on his behalf. In absence of required supervision, KSSPL shall engage supervisors after due notification /intimation. Supervision charges shall be debited against the Contractors immediate RA bill.

- If the Progress of the work is not up-to the expectation / planned level of the Owner, the Contractor shall be intimated to reinforce resources or work extra hours to cover / compensate the time loss. No additional claim shall be accepted by Owner for this reinforcement or extra working hours. If the progress of work is still not satisfactory, Owner shall advise the Contractor to enact to the shortfall. In case of failure to enact effectively, Owner reserves the right to curtail the scope / annul the Contract. The curtailment shall be with a 15 days' notice to the Contractor to arrange appropriate Corrective Action. The annulment shall be done in case the Contractor fails to act effectively to the notice. The completed work according to Measurement sheets / SOR shall only be paid in such circumstances.

### **31. OBSERVANCE OF RULES AND REGULATIONS IN FORCE.**

- The contractor and his men shall abide by all security, safety rules/regulations in force at a location and the laws, by-laws and statutes of Government/Semi-Government and other local authorities such as requirements/liability under enactments like the Workmen's Compensation Act, Contract Labour Act., etc. and the Owner shall stand indemnified against any claims on these scores. The Contractor and his men shall strictly abide by "no smoking" and other petroleum regulations on the premises.
- The Contractor shall conform to the provisions of acts at Parliament or State Legislatures and to say by-laws, rules, orders or notifications of any government Municipal or Local authority for the time being in force affecting the work undertaken by him and will give all necessary notices to and obtain requisite sanction and permits of and from the Municipal and any other authority in respect of the said work or the materials to be used there at and generally will comply with the building and other regulations of such authorities and will keep the Company indemnified against all claims, penalties and losses that may be incurred by it by reason of any breach by the Contractor of any statutes by-laws, rules, regulations, notifications etc.,
- The contractor' and the sub-Contractor(s) of the Contractor shall obtain authority(ies) designated in this behalf under any applicable law, rule or regulations (including but not limited to the factories act and contract labors (Abolition and regulations) act 1970 (in far as applicable any and all such license(s), consent(s), and/or other authorization (s) as shall from time to time to be or become necessary for or relative to the execution of one work or any part or portion thereof or the storage or supply or any material (s) or otherwise in connection with the performance of the contract, and shall at all times observe and ensure due observance by the sub-contractors, servants and agents of all terms and conditions of the said license(s), consent(s), regulation(s), and other authorization(s) and laws, rules and regulations applicable thereto.
- The contractor undertakes to ensure due and complete compliance with all laws, regulations, rules etc. whether of the central government or the state government or any other competent authority applicable to the workmen employed or whose services are otherwise availed of

by the contractor, whether in connection with the work at the site or otherwise. The owner shall have been right to inspect the records maintained by the contractor, shall whenever required by the owner produce such records and as and when the owner may all upon the contractor ascertain whether or not the requirements of all such laws, regulations, rules etc. have been complied with by the contractor. In the event of any contravention of such laws, regulations, rules etc., coming to light whether as a results of such inspection or otherwise, the owner shall have the right to make the prejudice to his other rights be entitled to withhold from the amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The owner shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the owner under the contract as a result of termination.

- The contractor shall be responsible at his own cost in and relative to performance of the work and contract to observe and to ensure observance by his sub-contractors, if any , agents and servants of the provisions of the safety goods, as hereinafter appearing and all fire, safety and security regulations, as may be prescribed by the owner from time to time and such other precautions and measures as shall be necessary and shall employ/deploy all equipment necessary to protect all works, materials, properties, structures, installations, communication facilities, whatsoever from damage, loss or any other hazard (including but not limited to fire and explosion) and shall during Contract and other operations minimize the disturbance and inconvenience to the owner, other contractors, the public and the adjoining land, property, crops, trees and vegetation and shall indemnify and keep indemnified the owner from all losses, damages, costs, charges, expenses, penalties, actions, claims, demand and proceedings whatsoever suffered or incurred by or against the owner, as the case maybe, by virtue of any loss, alternation, displacement, disturbance, destruction or accident to any works, materials, properties, structure, equipment, installations, communication facilities, land property, crops, trees and vegetation as aforesaid with the intent that the contractor shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction, as aforesaid resulting directly or indirectly from any breach by the contractor of his obligations, aforesaid or upon any operations, act or omission of the contractor, his subcontractor (s), if any, agent (s) or servant (s).

### **32. APPROVALS**

It will be the successful tender's responsibility to get the works approved and obtain all certificates for plumbing, electrical, civil works, etc. from local, municipal, governmental or other required authorities, where applicable.

### **33. SAFETY/SECURITY OF EQUIPMENT/PROPERTY**

- The responsibility for the safety, security of the components, materials, equipment brought or installed by the contractor or handed over to him by the owner for completion of the work will remain with him till acceptance of the work by the owner. Any damage caused to the material/equipment during the execution of the work will be made good by the contractor to have a guarantee /indemnity bond executed for the value of the material supplied to him free of cost as per the terms of agreement.

- The contractor should ensure the safety of adjoining property and shall prevent any loss to product/ property resulting from his negligence.

### **34. DISMANTLING/DAMAGE TO PROPERTY**

- During execution of work if it is found necessary to dismantle a portion of existing bund wall, enclosure wall, compound wall, fencing, etc. to facilitate the movement of materials and equipment, the same shall be carried out after obtaining permission in writing from owner's authorized representative and shall also be made good by the contractor at his own cost.
- Any material obtained by the contractor consequent upon dismantling of any building, structure or construction whatsoever at the job site other than any building, structure or construction dismantled by the contractor pursuant to the contractor's liabilities for defects as elsewhere herein provided, shall be exclusive property of the owner.
- Contractor shall be responsible for making good to the satisfaction of the owner any loss of and any damage to all structures and properties belonging to the owner any loss of any damage to all structures and properties belonging to the owner or being executed or procured or being procured by the owner or of other agencies within the premises of all the work of the Owner, if such loss or damage is due to fault and/or the negligence or willful acts of omission of the contractor, his employees, agents representative or sub-contractor.

35. The Contractor shall indemnify and keep the Owner harmless of all claims for damage to property other than Owner's property arising under or by reason of this agreement, if such claims results from the fault and/or negligence or willful acts or omissions of the Contractor, his employees, agents, representative or sub-contractor.

### **36. WORKING CONDITIONS-SAFETY CODE**

- **General**

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein.

- **First aid and Industrial Injuries**

Contractor shall maintain first aid facilities for its employees and those of its sub-contractors.

- a) Contractor shall make outside arrangements for ambulance or suitable service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Site-in-Charge prior to start of construction, and their telephone numbers shall be prominently posted in Contractor's field Office.
- b) All critical industrial injuries shall be reported promptly to Site-in-Charge, and a copy of Contractor's report covering each personal injury requiring the report covering each personal injury requiring the attention of a physician shall be furnished to Owner.

- **General Rules**

Carrying/striking of matches, lighters and smokers inside the hazardous area, is strictly prohibited. Violators of the No Smoking Rules shall be discharged immediately. Within the operation area, no hot work shall be permitted without valid gas/safety/fire permits issued by the Owner. The contractor shall be held liable and responsible for all lapses of his sub-contractor's employees in this regard.

- **Contractors Barricades**

- a) Contractor shall erect and maintain barricades required in connection with his operations to guard to protect:
  - i. Excavations.
  - ii. Hoisting areas
  - iii. Areas adjusted by contractor's or Owners inspectors
  - iv. Owner's existing property liable to damage by contractor's operations, in the opinion of Owner/site-in-charge.
- b) Contractor's employees and those of his sub-contractors shall become acquired with owner's barricading practice and shall respect the provisions thereof.
- c) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall not be marked by red flasher lanterns at night.

- **Scaffolding**

- a) Suitable scaffoldings shall be provided for workmen for all works that cannot safely be done from the ground or from solid constructions except such short period work, as can be done safely from ladders. When a ladder is used, an extra worker shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable foot-holds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (a horizontal and 4 vertical).
- b) Scaffolding or staging more than 30cm above the ground or floor swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted braced and otherwise rewarded at least 1 m high above the floor or platform of scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery materials. Such scaffoldings or staging shall be so fastened, as to prevent it from swaying from the building structure.
- c) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 30 cm above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described above.
- d) Every opening in the floor of a building or in a working platform is provided with suitable beam to prevent the fall of persons or materials by providing suitable fencing or failing whose minimum height shall be 1 meter.
- e) Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 10 meter in lengths, while the width between the side rails in ring ladder shall in no case be less than 30 cm for ladder upto and including 3 meters in length. For longer ladders this width should be increased by at least 6mm for spacing shall not exceed 15 cm. adequate

precautions shall be taken to prevent danger from the electrical equipment. No material on any of the site of work shall be so staked or placed as to cause danger or inconvenience to any person or public. The contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceedings, at law that may be brought by any person for injury sustained owing to negligence of the above precautions and to pay damages and costs which may be awarded in any such suit or action or proceedings to any such persons, or which may be with the consent of the contractor be paid to compromises any claim by such person.

- **Excavation and Trenching**

- a) All trenches 1.3 meter or more in depth shall all times be supplied with at least one ladder for each 33 meter length of trench or fraction thereof.
- b) Ladder shall be extended from bottom of the trench to at least 1 meter above the surface of the ground. The sides of the trenches which are 1.5 meter or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated material shall not be placed within 45 cm of the edge of the trench or half of the trench depth whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

- **Demolition**

- a) Before any demolition work is commenced and during the process of the work, all roads and open area adjacent to the work site shall either be closed or suitably protected.
- b) No electrical cable or apparatus which is liable to be source of danger over a cable or apparatus used by operator shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons, employees, from risk or fire or explosions or flooding. No floor or other part of the building shall be so overloaded with debris or material to render it unsafe.

- **Safety equipment**

- a) All necessary personal safety equipment as considered adequately by the Site-in-Charge should be made available for the use to the persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- b) Workers engaged in white washing in mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- c) Those engaged in welding and cutting works shall be provided with protective face and eye-shields, hand gloves etc.
- d) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- e) Stone breakers shall be provided with protective goggles and protective clothing, and seated at sufficiently safe intervals.
- f) When workers are employed in sewers and manholes, which are in use, the Contractor



shall not employ men and women below the age of 18 years and women on the work of painting of products containing lead in any form, Whatever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

- g) No paint containing lead product shall be used, except in the form of paste or ready-made paint.
- h) Suitable face masks shall be supplied for use by the workers, when paint is applied in the form of spray or a surface having lead paint dry, rubbed and scrapped.
- i) Suitable face masks shall be supplied for use by the workers, when paint is applied in the form of spray or a surface having lead paint dry, rubbed and scrapped.
- j) Overall shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the on cessation of work.
- k) Hot work should be carried out only in the areas earmarked for the purpose after taking required safety precautions and only after obtaining written permission from the Site-in-Charge. Any provision required to be made e.g wind screens of G.I sheets etc. to make the area safe for hot work, will be made by the successful tendered at his own cost.

### **Risky Places**

When the work is done near any place where there is a risk of drowning all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

### **Hoisting Equipment**

- a) All the lifting tools and tackles shall be tested from competitive authority as per local Factory Rules.
- b) Use of hoisting machine and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions.
- c) These shall be of good mechanical construction, sound materials, and adequate strength free from patent defect and shall be kept in good conditions and in good working order.
- d) Every rope used in hoisting or lowering materials or as a means of suspension shall be durable quality and adequate strength and free from patent defects.
- e) Every crane driver of hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
- f) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- g) In case of departmental machine, the safe working load shall be notified by the Site-in-

Charge. As regards, Contractor's machines, the Contractor shall notify the safe working load of the machine to the Site-in-Charge, whenever he brings any machinery to site of work and get it verified by the Site-In-Charge, concerned.

### **Electrical Equipment**

Motors, gear transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load; adequate precautions shall be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulation mats, wearing apparel, such as gloves and boots as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

### **Maintenance of Safety devices**

All scaffolding, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place or work.

### **Display of safety instruction**

Safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

### **Inspection and Monitoring**

To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Site-in-Charge.

### **No exemption**

- a) There will not be any exemption to the contractor from the operations of any ACT or rules in force.
- b) The works throughout including any temporary work shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths, at the site or in the vicinity thereto or any existing works, whether on the property of a third party.
- c) No men/material equipment not covered by valid passes shall be permitted within the Project area and no material/equipment shall be permitted to be taken out of the Project area, unless authorized by the concerned authorities of the Project. The Contractor shall

be held fully responsible for any or all delays/looses/damages that may result consequent on any lapse that may occur on the part of his sub-Contractors/employees in this regard.

**37. MISCONDUCT/MISBEHAVIOUR OF CONTRACTORS EMPLOYEES**

- The Contractor is expected to co-operate /co-ordinate with other Contractors carrying out work allocated to them to avoid breaking up of work already done by them or causing any hindrance in the progress of their work. In case there is any difficulty / dispute the same should be immediately brought to the notice of the Site-in-Charge.
- If the Contractors or Sub-Contractors employees, shall in the opinion of the Site-In-Charge be guilty of any misconduct of misbehavior the Contractor if so directed by the Site-in-Charge shall at once, remove such person /persons from the Project Site.
- The ignorance or the inefficiency of contractor's employees to meet the quality standard shall be the liability of the Contractor. The Employer may claim expulsion of such employees too and the Contractor shall abide by the same.

**38. PATENTS AND ROYALTIES**

- If any requirement, machinery or material to be used or supplied or method of processes to be practices or employed in the performance of the Contractor is/are covered by a patent under which the Contractor is not licensed, the Contractor shall before supplying of using the equipment, machinery, materials, methods, processes, as the case may be, obtain such license (s) and pay such royalty (ies) and license fee (s) as may be necessary in connection with the performance of the contract. In the event that the Contractor fails to pay such royalty or obtain such license, the Contractor will defend at his own expense any suit for infringement of patent, which is brought against the Contractor to the owner, as a result of the failure, and shall pay any damage and costs awarded in such a suit and will keep the Owner indemnified form the against all other consequences thereof.
- The successful tenderer shall not sublet or assign any part of the work to another party without prior written consent of the owner. In any event, the successful tenderer will be solely responsible for the work so sublet or assigned.

**39. GUARANTEE PERIOD, REPLACEMENT OF DEFECTIVE PARTS**

• **PERFORMANCE GUARANTEE**

The Contractor shall guarantee the work done against any defect in the performance, until the Defect Liability Period which is a period of 12 (Twelve) calendar months from hand over or first successful hydro test of tank, whichever is earlier.

• **WARRANTY**

The Contractor will repair all identified defects which shall be notified to him in writing until completion of the "Guarantee Period". The Contractor immediately on notification shall arrange for repairs within 7days of intimation.

- **GUARANTEE**
  - All Materials & Equipment supplied and work done by the Contractor pursuant to the Contract shall be guaranteed by the Contractor to be in accordance with the specifications contained in the contract, new and of the best quality and workmanship and to be of expert design conforming to generally accepted Indian/International standard to be of sufficient size and capacity and of proper materials so as to fulfill in all respects requirements specified in regard thereto.
  - If at any time during the execution of the work or during the maintenance period specified hereof, the Owner/Consultant shall decide that any equipment supplied or work done by the contractor fails in any respect to conform to the guarantees given by the contractor in paragraph (a) hereof, the Owner/Consultant may as soon as reasonably practicable, give the contractor a notice in writing of the respects in which the equipment supplied or the work fails to conform to the such guarantee and the contractor shall thereupon, at his own expense, replace any equipment and carry out any further work that may be necessary to ensure that the equipment supplied and the work done conforms to such guarantee.
  - If the contractor fails within a reasonable time not exceeding 15 days from the date of notice in this behalf from the Owner/Consultant to take such steps as may be necessary to fulfill his obligations under paragraph (b) hereof then the Owner/Consultant may, at the expense of the contractor shall conform to such guarantee.
  - If any replacement of equipment or the work done by the contractor pursuant to this article shall be of such a nature as to effect the efficiency or performance of the whole or any portion thereof, Owner/Consultant may give notice to the contractor in writing requiring that a test or tests shall be carried out at the expense of the contractor and in accordance with the technical standards prescribed by Bureau of Indian Standards.
- **MAINTENANCE PERIOD FOR ALL WORKS**
  - The contractor guarantees that the work shall perform in accordance with the contract. He shall protect the work until the completion of same as certified in writing by the owner/consultant.
  - He shall also maintain in good and substantial repair, fair wear and tear expected, the whole of the works until the expiration of the maintenance period of 12 months after the certified completion of the works as whole and he shall also be liable for the soundness and stability thereof, and be responsible for injury to any person or property owing to any settlement, failure, defect, damage or fault due to any cause whatsoever other than earthquake or fire during this period. This liability and responsibility shall not be affected or removed by any certificate of satisfaction or for payment of money which the owner/consultant may at any time give or have given. Moreover, the contractor shall at his own cost, restore such settlement, failure, defect, damage or fault without charge to the owner or the owner may restore such settlement; failure, defect or damage at the contractor's risk and cost.
  - In any case, the contractor shall be liable for and shall pay and make good to the owner or other person or parties being entitled thereto, all losses, costs and expenses they or

any of them may put to or be liable to be by reason or in consequence of the settlement, failure, damage or defect and the owner may deduct the amount of losses, cost or expenses from any sum due or to become due to the contractor, or may recover the same from his performance guarantee.

- The defects or other faults which may appear within the said maintenance period and which in the opinion of the owner/consultant who shall be the sole deciding authority in this respect have arisen from material or workmanship not in accordance with the contract, shall be rectified by the contractor at his own cost to the satisfaction of the owner/consultant within the period mentioned in the notice to be issued by the owner/consultant specifying the defects and directing the rectification thereof. Failing this rectification the owner will be at liberty to rectify the said defects by and through any other agency at their sole discretion entirely at the risk and cost of the contractor. In the event of such rectification being carried out by the owner on default of the contractor Owner shall deduct from the contractor's dues such sum of money as may be certified by the owner/consultant for the rectification for the said defects. The certificate of the owner/consultant in this respect as aforesaid shall be final, binding and conclusive to the contractors, Provided always that the liability of the contractor under this condition shall not extend beyond the maintenance period as aforesaid except as regards the defects and faults which the owner/consultant may have previously given notice to the contractor to rectify.

#### **40. CORRESPONDANCES**

The Communication Circle shall be identified in the Contract. However for pre-bid / post-bid clarifications, a meeting may be requested or Email may be sent to [eprocurementk1@aegisindia.com](mailto:eprocurementk1@aegisindia.com)

The request for extension, if furnished may be evaluated only on similar request from other bidders. If the request is found relevant, the closing date may be extended. Else, we may request adherence to the closing date in the Tender.

However, these entire requests shall be done only through approved communication channel.

#### **41. DOCUMENTATION**

##### **ISSUE OF DRAWINGS:**

Drawings approved for construction will be issued to the contractor progressively during the contract period not more than 10 days in advance and the contractor shall arrange for the execution of the works & the procurement of materials accordingly.

##### **COPIES OF DRAWINGS TO BE KEPT AT SITE**

Three copies of the drawings furnished to the contractor as aforesaid shall be kept at the site and the same shall at all reasonable times be available for inspection & use by the Consultants or his representative & by any other person authorized by the Consultants in writing.

### **OWNERSHIP OF DRAWINGS:**

All drawings supplied to the contractor are deemed to be the property of the Owner. The contractor agrees both on behalf of himself & his employees, & sub-contractors, whether during or after completion of the contract not to divulge or use, except for the purpose of this contract, & information contained in the drawings. All the drawing should be returned to employer after completion of site activity.

### **EXECUTION AS PER DRAWINGS**

The contractor must not vary or deviate from the drawings in any respect while executing the work or executing any extra work of any kind whatsoever unless authorized by the Employer. All as built drawings and markers at ground levels to be done by the contractor at no extra cost.

All these plans and drawings submitted by the contractor and approved by the Consultants/Clients shall become part of the contract.

### **ROYALTIES AND PATENT RIGHTS**

All royalties or other sums payable in respect of the supply and use in carrying out the work as desired by or referred to in the schedule of quantities of any patented articles, process or inventions shall be deemed to have been included in the contract sum and the contractor shall indemnify the Employer from and against all claims, proceedings, damages, costs and expense which may be brought or made against the Employer or to which he may be put by reason of the contractor infringing or being held to have infringed any patent rights in relation to any such articles, process and inventions.

### **SITE COMMUNICATION**

All references, communications, correspondences made by the Employer, the Consultant, the consultant's representative or the contractor concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall not be recognized. Verbal advises may be followed, however the same shall be documented subsequently.

#### **42. *FORMAT FOR BANK GURANTEE***

The successful tenderer will have to furnish to the Owner the following Bank Guarantees as applicable in the Proforma enclosed:

- a) Format of Bank Guarantee for Performance – Annexure I
- b) Format of Bank Guarantee for EMD – Annexure II
- c) Format of Bank Guarantee for Advance – Annexure III

#### **43. *ARBITRATION***

- a) Any dispute or difference of any nature whatsoever any claim, cross claim, counter-claim or set off of the Corporation against the Contractor or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement

shall be referred to the Sole Arbitration of the CEO, Aegis Logistics Limited, or to an Officer of the Company who may be nominated by the CEO. The Contractor will not be entitled to raise any objection to any such Arbitrator on the ground that the Arbitrator is an Officer of the Company or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Company he had expressed views on all or any other matters in dispute or difference. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his Office or being unable to act for any reason, the CEO as aforesaid at the time of such transfer, vacation of Officer of inability to act may in the discretion of the CEO designate another person to act as Arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the Arbitration proceedings notwithstanding his transfer or vacation of office as an officer of the Corporation if the Vice President LPG does not designate another person to act as Arbitrator on such transfer, vacation of officer or inability of original Arbitrator. Such persons shall be entitled to proceed with the reference from the point at which it was left by his predecessors. It is also a term of this contract that no person other than the CEO or a person nominated by such CEO of the Company as aforesaid shall act as Arbitrator hereunder. The award of the Arbitrator appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration Act, 1940 or any statutory modification on re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

- b) The award shall be in writing and published by the Arbitrator within two years after entering upon the reference of within such extended time not exceeding further twelve months as the Sole Arbitrator shall by writing under his own hands appoint. The parties hereto shall be deemed to have irrevocable given their consent to the Arbitrator to make and publish the award within the period referred to hereinabove and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- c) The Arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions, as the Arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The Arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the Arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration Act 1940 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- d) The parties against whom the arbitration proceedings have been initiated, that is to say, the respondents in the proceedings, shall be entitled to prefer a cross-claim, or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the agreement without seeking a formal reference of arbitration to the CEO for such counter-claim, cross claim or set off and the Arbitrator shall be entitled to consider and deal with the same as if the matters arising there from has been referred to him originally and deemed to form part of the reference made by the CEO.
- e) The Arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.
- f) The Arbitration shall have power to make one or more awards whether interim or otherwise

in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.

- g) The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the Arbitrators expenses whenever called upon to do so.
- h) The parties agree that the courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and nay award or awards made by the Sole Arbitrator hereunder shall be filed in the concerned courts in the city of Mumbai only.

#### **44. TENDER CHECKLIST**

##### **Technical Bid Checklist:**

- Bank Guarantee towards EMD
- Balance Sheet as specified.
- Previous Similar projects Details/Certificate of Controls copies issued by TPIA.
- JV Details if Applicable for previous Projects.
- JV/Consortium Details for this tender identifying Principle Bidder, if applicable.
- Deviation List, as applicable
- Copies of ISO/OSHAS/other accreditations as applicable.
- Form A-E

##### **Commercial Bid Checklist:**

- Price Bid
- Quality Assurance Plan / Field Quality Plan
- Power of Attorney of the signatory to the tender.
- Project Schedule – MS Project.



- List of Exceptions and Deviations
- Solvency Certificate.

**AEGIS LOGISTICS LIMITED**



**TENDER FOR TANK FABTICATION WORK**

**Section - B**

**Schedule of Rates**

**ANNEXURE 1  
SCHEDULE OF RATES**

SOR FOR FABRICATION AND ERECTION OF TANKS				
SR. NO.	Description	Unit	Qty.	Rate
1	Construction of storage tanks as per API 650 latest edition including Unloading, Fabrication, erection, welding of CS plates including all appurtenances, testing and calibration for storage tanks (MOC-IS:2062, Grade A/B).	MT	800	
2	Unloading, Fabrication, erection, welding, of roof structure, staircases, platforms, catwalks, railings, firefighting supports, support pads & other miscellaneous structure etc.	MT	125	
3	Unloading, Fabrication, erection, welding & dismantling of temporary roof structure required for external roof structure tank	MT	20	
4	Painting of underside of bottom plate with blasting to SA 2 ½ finish and 2 coats of coal tar epoxy, 125 microns each.	Sq. m.	1750	
<b>Total without tax</b>				
<b>GST @ EXTRA</b>				
<b>Total</b>				

**KONKAN STORAGE SYSTEMS (KOCHI) PVT. LTD.**



**TENDER FOR TANK FABRICATION WORK**

**Section - C**

**Special Conditions of Tender**

## **1. BASIS OF OFFER**

- 1.1. The offer shall be valid for a minimum period of 3 months (90 days) from the due date of the tender.
- 1.2. The prices quoted shall remain firm without any escalation till the completion of contract.
- 1.3. If the items need to be imported involving foreign Exchange, the contractor shall indicate the exchange value considered for the imports.

## **2. PROGRESS REPORTS**

The Contractor must submit progress reports and inspection report of their work fortnightly and on critical items weekly to the Owner. The Contractor will also submit Project Plan with measurement of actual versus the Plan in MS Projects including Resource Planning.

A review meeting shall be done monthly at OWNER/ Owner's office for the Project updates and issues. Where the progress is not satisfactory, this meeting shall be considered fortnightly.

## **3. GUARANTEES**

- 3.1. The Contractor shall guarantee the work done until the completion of Defect Liability Period.
- 3.2. A Performance Bank Guarantee shall be furnished with validity until completion of Defect Liability Period.

## **4. EARNEST MONEY DEPOSIT**

The tenderers are required to pay Earnest Money Deposit of Rs. 5,00,000/- (Rupees Five Lakhs only) in form of Bank Guarantee, valid at least until 90 days from the date of opening of tender as per Proforma attached.

Any bid without the enclosure of EMD shall be rejected.

## **5. TERMS OF PAYMENT**

25% against fabrication on pro - rata basis

25% against Erection on pro - rata basis

30% against welding on pro - rata basis

10% against Hydro-testing on pro - rata basis

10% after completion of tank and handover and completion of all documentation on pro - rata basis

### **✓ For Bottom Painting**

100 % after completion on pro-rata basis

5% of the total contract value shall be paid as Mobilization advance against Bank Guarantee which will be deductible from 2<sup>nd</sup> RA bill onwards in 3 equal parts.

The Performance Bank Guarantee shall be furnished for 10% of the total executed value (excluding GST). If the PBG is not submitted, a retention money of 10% shall be retained from the bills and this retention money shall be paid after the completion of defect liability period.

**6. TAXES, EXCISE DUTY AND OTHERS**

1. The Contractor shall necessarily furnish the following valid documents:
    - i. GST Registration No. and Category of Service
    - ii. Income Tax Pan No.
    - iii. PF/ESIC Registration No.
    - iv. Labour License No.
  2. GST, as applicable at actuals shall be applied on over all contract value & on all items. The bills shall appropriately identify the GST component to facilitate Setoff to Client. However, statutory variation / change in laws any structural change in existing tax in view of introduction of GST in future and its impact shall be reviewed and discussed mutually to effect.
  3. Bidder shall specify the percentage and amount of Duties and Taxes separately and add to total bill amount as required by government bodies.
  4. The contractor should also attach necessary payment challans of GST, PF, ESIC etc. and monthly wages sheet to verify PF/ESIC deductions. The contractor will be solely responsible for liabilities on account of any of the above said taxes and duties. All your bills must be accompanied with Muster Roll / Wage Sheets.
  5. An amount, as per relevant rules applicable by government bodies, shall be deducted from your bills as Tax Deduction at Source (TDS) on Income Tax and 2% of the VAT and all the relevant documentary evidence shall be handed over to the contractor on completion of works.
  6. The Contractor's workmen should be insured under the Workmen Compensation Act or Employees State Insurance Act.
  7. Contractor shall take contractor's All Risk Policy of appropriate value to be mutually agreed upon.
  8. The Contractor should present all invoices to the Site Manager and get the same certified for quantity / quality as per the terms and should include the following details and should be signed by Authorized Signatory from contractor's side.
  9. The billing address shall be as follows:  
KONKAN STORAGE SYSTEMS (KOCHI) PVT. LTD.  
Plot no.V79,V82 South End Reclamation, Matsyapuri-682029,  
Willingdon Island, Cochin
- The details like GST Number and category; CST/VAT No if applicable, for the invoice, Service Locations, Period of Service shall be mentioned.
10. The frequency of Running Account Bill shall be end of every month.

11. The successful tenderer shall indemnify the Owner for all liabilities of the contractor towards materials or wages. The final RA bill shall be settled upon receipt of Indemnity Bond.

## **7. INFORMATION TO BE FURNISHED BY THE TENDERER**

The tenderer is required to enclose the following documents as part of his tender:-

- a) Power of attorney of the signatory to the tender.
- b) Details of equipment, tools and tackles proposed to be deployed at site - **Form 'A'**.
- c) Site organization proposed to be set up by the tenderer including bio data of site -in-charge and key personnel in the **Form 'B'**.
- d) Exception and deviation, if any as a separate Annexure.
- e) Additional and necessary informational elaborated write-up etc. (except price figures) in regard to their offer / tender in Annexure.
- f) Schedule of labour rates.
- g) Details of similar work done during past Seven years **Form 'C'**.
- h) Concurrent commitments of the tenderer in **Form 'D'**.
- i) Latest Income tax clearance certificate & Solvency Certificate from a Nationalized / RBI approved foreign bank, certifying Contractors capability to undertake the jobs costing Rs. 2 crores and above.
- j) Declaration of Understanding - **Form 'E'**.

### **Additional Information:**

1. Year of incorporation / establishment
2. VAT / CST / Excise registration number
3. PAN number
4. Any other details

**Name and Address of Bidder**  
**Place and company seal**

**Authorized Signatory**  
**Name and designation**

KONKAN STORAGE SYSTEMS (KOCHI) PVT. LTD



**TENDER FOR TANK FABRICATION WORK**

**Section - D**

**Other Conditions of Tender**



1. The contractor shall provide, at his own cost instruments for testing, surveying, weighing and measuring purpose at the site of work as may be necessary for execution of the work.
2. The contractor shall construct a sample unit complete in all respect as per the directions of the Engineer in-charge. This sample unit shall be got approved from the Engineer in-charge before commencing the mass work.
3. The contractor shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever during the execution of the work.
4. The work will be carried out in the manner complying, in all respects, with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer in-charge and nothing extra shall be paid on this account.
5. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.
6. All materials to be incorporated in the work shall be arranged by the contractor and shall be in accordance with the specifications laid down and instruction of Engineer in-charge.
7. The tenderer shall use materials bearing ISI Certification Mark or equivalent unless otherwise specified or allowed in writing by the Engineer in-charge. Any material banned by the company / regulatory bodies shall not be used in the work.
8. The contractor shall submit to the Engineer in-charge samples of all materials for approval. Such samples of materials which affect aesthetics of the work shall also be got approved from the Engineer in-charge of the project before procuring bulk supplies. These approved samples shall be preserved and retained in the custody of the Engineer in-charge as standards of materials till the completion of the work. The cost of such samples shall be borne by the Contractor and nothing shall be payable on this account over the Agreement rates.
9. In case any material / work is found sub-standard the same shall be rejected by the Engineer in-charge and the same shall be removed from the site of work within 48 hours, failing which the same shall be got removed by the Engineer in-charge at the risk and cost of the contractor without giving any further notice and time.
10. Even ISI or equivalent marked materials may be subjected to quality test at the discretion of the Engineer in-charge. Whenever ISI marked materials are brought to the site of work the contractor shall, if required by the Engineer in-charge, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the materials procured by the contractor, satisfy the provisions of relevant ISI / equivalent codes. The testing charges shall be borne by the contractor.
11. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary co-ordination for un-hindered completion of these sub-works.

12. The contractor shall continue to maintain watch and ward to safeguard the Owner's property in his possession until the same is formally handed over as per directions of the Engineer in-charge. Nothing extra over agreement rates shall be paid on this account.
13. The contractor shall provide adequate lighting arrangements as approved by the Engineer in-charge for carrying out the work during night-time, if so required and provide all other facilities for the labour employed to carry out the work as per direction of Engineer in-charge.
14. In order to achieve the targeted date of completion the contractor may have to work in multiple shifts, round the clock and nothing extra shall be paid on this account.
15. The contractor shall get the samples of all the materials to be used, in the work approved from Engineer in-charge before going for bulk procurement. Any delay in getting the samples approved shall be contractor's responsibility.
16. The contractor is supposed to abide the minimum wages act and shall produce all records to the Engineer in-charge or any other statutory authority as and when called for. The Engineer in-charge does not hold any responsibility on account of any lapses in this regard.
17. No extension of time shall be granted to the contractor on account of rains or inclement weather conditions.
18. For any clarification/ doubt, the Engineer in-charge may organize regular meetings with Contractor in consultation with Structural Consultant. The contractor shall attend such meetings invariably as and when required.

**ANNEXURE-I**  
**PROFORMA OF BANK GURANTEE**  
**(Performance)**  
**(On Non-Judicial For 10% of Contract Value)**

To,

M/s KONKAN STORAGE SYSTEM (KOCHI) PVT LTD  
1202, Tower B, Peninsula Business Park,  
G. K. Marg, Lower Parel (West)  
Mumbai-400013

Dear Sir,

In Consideration of the KONKAN STORAGE SYSTEM (KOCHI) PVT LTD (hereinafter called "the Owner" which expression shall include its successors and assigns) having awarded to M/s \_\_\_\_\_ (name) \_\_\_\_\_ (constitution) \_\_\_\_\_ (address) (hereinafter referred to as "the supplier/Contractor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms inter-alia, of the Owner's Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and the general Purchase Conditions of the Owner and upon the condition of Supplier's furnishing security for the performance of the Supplier's obligations and/or discharge of the Supplier's liability under and/or in connection with the said supply contract upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) amount to 10% (ten percent) of the total contract value.

We, \_\_\_\_\_ (name) \_\_\_\_\_ (constitution) (hereinafter called "the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake the guarantee to pay to the Owner in Rupees forthwith on demand in writing and without process or demur of any and all moneys anywise payable by the supplier to the Company under, irrespective of or in connection with the said supply contract inclusive of all the Owner's losses and damages and costs (inclusive between attorney and client). Changes and expenses and other money anywise payable in respect of the above as specifies in any notice of demand made by the Owner to the Bank with reference to this Guarantee upto and aggregate limit of Rs \_\_\_\_\_

(Rupees \_\_\_\_\_ only) And the Bank hereby agrees with the Owner.

- i. This Guarantee/Undertaking shall be a continuing Guarantee/Undertaking and shall remain valid and irrevocable for all claims of the Owner and liabilities of the Supplier arising upto and until midnight of \_\_\_\_\_. This date shall be a months from the last date of guarantee period.
- ii. This Guarantee/Undertaking shall be addition to any other guarantee or security whatsoever that the Owner may now or at any time anywise have in relating to the Supplier's obligations/liabilities under and/or in connection with the said contract, and the Owner shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at it sole discretion, and no failure on the part of the Owner in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.
- iii. The Owner 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 supplier's obligations and/or liabilities under or in connection with the said supply contract and to vary the terms vis-à-vis the supplier of the said supply contract or to grant time and/or indulgence to the supplier 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 supplier under the said supply contract and/or the remedies of the Owner under and other security(ies) now or here-after held by the Owner and no such dealing(s), variation(s), reduction(s), increase(s) or other indulgence(s), or arrangement(s) with the supplier or release or forbearance what-so-ever shall have the effect of releasing the Bank from its full liability to the Owner hereunder or of prejudicing rights of the Owner against the Bank.
- iv. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution, or charge of constitution or insolvency of the supplier but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof
- v. The bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial or liability by the supplier of any other order or communication whatsoever, by the supplier or preventing or purporting to stop or prevent any payment by the bank to the Owner in terms hereof.

- vi. The amount stated in any notice of demand addressed by the Owner to the Guarantor as liable to be paid to the Owner by the supplier or as suffered or incurred by the owner on account of any losses or damages of costs, charges and/or expenses shall as between the Bank and the Owner be conclusive of the amount so liable to be paid to the Owner or suffered or incurred by the Owner, as the case may be, and payable by the Guarantor to Owner in terms hereof.

Yours faithfully,

**ANNEXURE - II**

PROFORMA OF BANK GUARANTEE  
(In lieu of Earnest Money Deposit)  
(On non-judicial paper of appropriate Value)

To,  
M/s Konkan Storage System (Kochi) Pvt Ltd.  
1202, Tower B, Peninsula Business Park,  
G. K. Marg, Lower Parel (West)  
Mumbai-400013

Dear Sirs,

In consideration of Konkan Storage System (Kochi) Pvt Ltd. (hereinafter called "the Owner" which expression shall include its successors and assigns) having awarded certain work for an relative to \_\_\_\_\_

to \_\_\_\_\_ (Name and Address of the Contractor)

upon certain items and conditions interlaid mentioned in the Owner's letter of Intent, (hereinafter collectively called the "the Contractor", expression shall include any formal contract entered into between the Owner and Contractor in suppression of the said Letter of Intent and all amendments and/or modifications in the Contract) inclusive of the condition that the owner may accept a Bank Guarantee of a Scheduled Bank in India in lieu of Cash Deposit of the EMD as provided for in Clause 4.1 of the General Conditions of Contract:

We, \_\_\_\_\_(Name of the Bank) Having registered and head office at (hereinafter called "the Bank") at the request of the Contractor and with the intent to bind the Bank and its successors and permitted assigns, do hereby unconditionally and irrevocable guarantee payment to the Owner at Mumbai of the unpaid balance of the EMD upto an aggregate limit of Rs. 5,00,000 (Rupees Five Lacs only) AND undertake to pay the Owner on demand and without protect or demur.

AND the Bank does hereby further agree as follows:-

- i. The guarantee/undertaking herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and the claims of the Owner relative thereto satisfied and/or discharged and the Owner accordingly discharges this Guarantee/Undertaking subject. However, that the Owner shall have no claim under this Guarantee/undertaking has been served on the Bank before the expiry of the said date, in which event the same shall be enforceable against the Bank notwithstanding that the same is enforced after the expiry of the said date namely

- ii. The Owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to anywise vary the said contract and/or any of the terms and conditions thereof or of or relative to the said EMD or to extend time of performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of obligations of the Contract and/or power exercisable by the Owner against the Contractor the Contractor and either to enforce or for bear from enforcing any of the terms and conditions of or covering the said Contract or the said EMD or the securities available to the Owner or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Owner of the liberty with reference to any or all the matters aforesaid or the reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the Contractor or of any other act, matter of thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the bank from its liability hereunder of any part.
- iii. It shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the bank notwithstanding the existence of any other security for any indebtedness of the Contractor to the Owner (including relative to the said EMD) and notwithstanding any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, the outstanding or unrealized
- iv. The amount stated by the Owner in any demand, claim or notice as the unpaid balance of the said EMD for the time being shall as between the Bank and the Owner for the purpose of these presents be conclusive of the said balance.
- v. The liability of the bank to the Owner under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Bank/and or the Bank and the Owner, or otherwise howsoever touching or effecting these present or the liability of the Contractor to the Owner and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Owner under these presents with the intent that notwithstanding the existence of such difference, dispute or instruction , the Bank shall be and remain liable to make payment to the Owner in terms hereof.
- vi. The bank shall not revoke this Guarantee/undertaking during its currency except with

the previous consent of the Owner in writing and also agree that any change in the constitution of the Contractor or the Bank or Owner shall not discharge the Bank's liability hereunder.

-----who is-----is (on behalf of the Bank) (his designation) authorized to sign this Guarantee/undertaking on behalf of the bank and to bind the Bank thereby.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Yours faithfully,

For  
Signature  
Name & Designation  
Name of the Branch.



**ANNEXURE-III**  
**PROFORMA OF BANK GUARANTEE**  
**ADVANCES**

**(On Non-Judicial Paper for appropriate Value)**

To,

M/s Konkan Storage System (Kochi) Pvt Ltd.  
1202, Tower B, Peninsula Business Park,  
G. K. Marg, Lower Parel (West)  
Mumbai-400013

Dear Sirs,

In consideration of the Konkan Storage System (Kochi) Pvt Ltd. (hereinafter called "the Owner") having agreed to grant an advance of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) to M/s \_\_\_\_\_ (hereinafter called "The said contractor/Supplier) Under the Terms and Conditions of Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ made between the Owner and M/s for supply and/or installation of \_\_\_\_\_ (hereinafter called the said Agreement), on Production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) we M/s \_\_\_\_\_ (hereinafter referred to as "The Bank") do hereby undertake to pay to the Corporation an amount not exceeding Rs. \_\_\_\_\_ (rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered by the Owner by reason of any breach by the said Contractor/Supplier of the terms & Conditions contained in the said Agreement)

We, \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this Guarantee without any demurrals, merely on demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of any breach by the said Contractor(s)/Supplier(s) of any of the terms and conditions contained in the said agreement or by reason of the Contractor(s)/supplier(s) failure to perform the said Agreement. 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. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

We, \_\_\_\_\_ further agree that the guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Owner under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the owner certifies that the terms & conditions of the said Agreement have been fully and properly carried out by the said contractor(s)/supplier(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this Guarantee thereafter

We, further agree with the Owner shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of

the said Agreement or to extend time of performance by the said Contractor(s)/Supplier(s) from time to time or to postpone by the Owner against the said Contractor(s)/Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Owner or for any forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the said Contractor(s)/Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, \_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Owner in writing. Notwithstanding anything stated above, our liability under this guarantee is restricted to Rs \_\_\_\_\_(Rupees \_\_\_\_\_)

Our Guarantee shall remain in force until \_\_\_\_\_. Unless a demand in writing for claim under this Guarantee is lodged with us before that date i.e on before \_\_\_\_\_ all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Date

Address

\*\* This date will be six months later than the date of expiry of the Agreement.

## FORM 'A'

### Konkan Storage System (Kochi) Pvt Ltd.

**NAME OF WORK:**

**CONSTRUCTION WORK FOR STORAGE TANKS AT MANGALORE**

**NAME OF TENDERER:**

**DETAILS OF EQUIPMENT, TOOLS, TACKLES ETC (FORM-A)**

Tenderer shall submit herein details of equipment, tools, tackles etc. required to perform the work and shall note in each case whether the same is (a) already owned by tenderer and available for use on his contract, (b) anticipated to be hired by contractor or (c) anticipated to be purchased by contractor. In case of (a), present location shall be stated. In case of (b) and (c), location of hirer or supplier shall be stated.

No. of items	Description & Capacity	Make, Model	Year of manufacture	Category (a) or (b) or (c) above	Location	Remarks if any

1. Contractor agrees to augment the above chart with additional number /categories of equipment, if required to complete the work within the agreed time schedule of completion as directed by the Site - In - Charge.
2. Tenderer shall submit details of category wise manpower break up i.e., number of fitters, fabricator, welders, riggers, helpers etc. for achieving completion target mentioned in section A, Sr. no. 9.

**FORM B**

**KONKAN STORAGE SYSTEM (KOCHI) PVT LTD**

**NAME OF WORK:  
CONSTRUCTION WORK FOR STORAGE TANKS AT MANGALORE**

**NAME OF TENDERER:**

**PROPOSED SITE ORGANISATION**

The tenderer is to indicate here the proposed site organization he proposes to set up at each site for execution of the work. It is understood that this will be augmented from time to time depending on the requirements for timely completion of work, as directed by site in charge.

Note:

Bio-data of Site -In-Charge and key personnel proposed to be posted for this job should be attached.

A Planning Engineer for scheduling card monitoring of the work, of the tenderer will be associated full time for the entire duration of the work.

**FORM -C**

**NAME OF WORK:**  
**CONSTRUCTION WORK FOR STORAGE TANKS AT MANGALORE**

**NAME OF TENDERER**

Details of Similar Works done during past Seven Years

S N	Full Postal address of the OWNER& Name of Officer-in charge	Descriptio n of the Work	Value of the Contract	Comme ncement Date of Work	Actual completi on time	Year of completi on	Remarks
1	2	3	4	5	6	7	8

**Signature of Tenderer**

FORM-D

NAME OF WORK:

CONSTRUCTION WORK FOR STORAGE TANKS AT MANGALORE

NAME OF TENDERER :

**Concurrent Commitments of the Tenderer**

<b>S N</b>	<b>Full Postal address of the OWNER &amp; Name of Officer-in charge</b>	<b>Descriptio n of the Work</b>	<b>Value of the Contract</b>	<b>Date of commenc ement of Work</b>	<b>Schedule d completi on time</b>	<b>% of comple tion</b>	<b>Expecte d date of complet ion</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>

## FORM E

### Declaration of Understanding

I / We hereby declare that we have read and understood the scope and specifications in every minute detail. The Site Conditions are verified, and the rates quoted are in adherence to statutory and site conditions.

The Standards referred in the Tender Specifications are also been reviewed and understood prior to bidding. Upon being awarded, we shall execute the complete Contract with total satisfaction to the Owner.

The deviation request has been presented for items deemed needful.

This understanding is being endorsed by us even on behalf of the Sub-Contractors, Vendors, and JV partners.

Authorized Signatory