



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

TENDER NO.: BCPL/DIB/C&P/SER/20130150/SD

FOR

**NAME OF : OPERATION AND MAINTAINANCE CONTRACT FOR CIVIL WORKS AT
WORK BCPL AND CISF TOWNSHIP FOR M/s. BRAHMAPUTRA CRACKER &
POLYMER LIMITED, LEPETKATA – DIBRUGARH.**

Regd.Office: Hotel Brahma Putra Ashok, M.G.Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)
Project Office: Main Fire Station Building, P.O. Lepetkata, Dibrugarh - 786006 Tel: 0373- 2914611
Project Execution office: 3rd Floor, GTI; 24, Sector 16A; NOIDA201 301: Tel: 0120 2513102
www.bcplindia.co.in

CUT-OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN

NAME OF WORK: ANNUAL MAINTAINANCE CONTRACT FOR CIVIL WORKS AT
BCPL PLANT FOR M/s. BRAHMAPUTRA CRACKER &
POLYMER LIMITED, LEPETKATA – DIBRUGARH.

TENDER NO. : BCPL/DIB/C&P/SER/20130150/SD

SUBMISSION DUE DATE : **14/02/2014 at 1430 Hrs.**
& TIME

FROM:

Name:
Address:

TO:

DY. GENERAL MANAGER (C&P)
CENTRAL WARE HOUSE
BCPL PROJECT SITE, LEPETKATA
DIBRUGARH-786006
ASSAM

(To be pasted on the outer envelope containing "Priced", "Unpriced" bids

MASTER INDEX

<u>S.N.</u>	<u>DESCRIPTIONS</u>	<u>PAGE NOS</u>
1.	CUT – OUT SLIP	2
<u>VOLUME – 1 (COMMERCIAL PART)</u>		
2.	MASTER INDEX	3
3.	REQUEST FOR QUOTATION	4-9
4.	EXHIBIT 'A' AND CHECK LIST FOR SUBMISSION OF DOCUMENT	10-12
5.	EXHIBIT 'B': ACKNOWLEDGEMENT CUM CONSENT LETTER	13-14
6.	INSTRUCTIONS TO BIDDERS	15-22
7.	SPECIAL CONDITIONS OF CONTRACT- PART-A	23-32
8.	CONTRACTOR'S SAFETY RECORD IN LAST ASSIGNED JOB	33-34
9.	FORMAT OF NO DEVIATION CONFIRMATION	35
10.	SPECIAL CONDITIONS OF CONTRACT- PART-B	36-45
11.	SCHEDULE OF RATES	46 – 66
12.	GENERAL CONDITION OF CONTRACT - ENCLOSED	

REQUEST FOR QUOTATION (RFQ)

(Tender no.) BCPL/DIB/C&P/SER/20130150/SD

Sealed Bid under single stage two envelop system is invited for the following works for **BRAHMAPUTRA CRACKER & POLYMER LIMITED, AT LEPETKATA, DIBRUGARH, ASSAM.**

A)	NAME OF WORK	:	OPERATION AND MAINTAINANCE CONTRACT FOR CIVIL WORKS AT BCPL & CISF TOWNSHIP FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.
B)	CONTRACT PERIOD	:	12 MONTHS
C)	BIDDING DOCUMENT ON SALE	:	NA
D)	BIDDING DOCUMENT FEE (NON REFUNDABLE)	:	NIL/- (in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam) However, PSUs are exempted from payment of tender fee.
E)	EARNEST MONEY DEPOSIT	:	₹. 42,000/- (in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam) However, PSUs are exempted from payment of tender fee.
F)	PRE-BID CONFERENCE	:	AT. 15.00 Hrs on 04/02/2014, in ADMIN BUILDING BCPL office at Dibrugarh.
G)	DATE & TIME FOR RECEIPT OF BID	:	14/02/2014 up to 14.30 Hrs.
H)	DATE & TIME FOR OPENING OF BID	:	14/02/2014 at 15.00 Hrs. in the presence of bidder's representatives.
I)	PLACE & SUBMISSION OF BID	:	DY. GENERAL MANAGER (C&P), BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, BCPL PROJECT SITE, PO – BARBARUAH, LEPETKATA-786006 DIBRUGARH, ASSAM

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of Brahmaputra Cracker & Polymer Limited, payable at State Bank of India, Dibrugarh, Assam. Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of ₹. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The complete bidding document is also available on the website of GAIL (www.gailonline.com) and BCPL (www.bcplonline.co.in), bidders and desirous to submit their bid on the basis of downloaded document shall pay cost of bidding document by crossed demand draft in favour of **Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh**

(Assam) along with the Techno-Commercial Bid, failing which their bid shall not be considered for opening/evaluation.

SUBMISSION OF BIDS:

The Bid shall be submitted in the following manner in separately sealed envelopes duly super scribed:

a) PART – I : TECHNICAL AND UNPRICED COMMERCIAL PART

b) PART – II: PRICE PART

PART – I of the bid shall contain the following:

- a) Bid/Offer in hard copy as per the requirement of the Bidding Document duly signed and stamped on each page.
- b) Master Index enclosed with Request for Quotation duly signed and stamped by the bidders in token of having received and read all parts of bidding documents and having accepted and considered the same in preparing and submitting the bid.
- c) Earnest Money deposit as specified in Instructions to Bidders (ITB)

PART – II of the bid shall contain the following:

Bidder shall fill price in Schedule of Prices. In this part of bid, the bidder shall not stipulate any conditions. There shall not be any over writing.

BIDDERS EVALUATION CRITERIA FOR THIS TENDER WILL BE AS UNDER:

The bidder shall meet the following Experience and Financial Criteria.

a) Experience Criteria:

TECHNICAL:-

- i) Bidder should have successfully completed / executed a single civil operation & maintenance contract of value not less than ₹. 10.52 lakh (Rs. TEN LACS FIFTY TWO THOUSAND ONLY) during the previous seven years to be reckoned from the due date of submission.

The bidder shall furnish all necessary documents such as work order(s), completion certificate etc. towards the proof of meeting the Bid Evaluation Criteria. All the documents should be duly attested by Gazetted Officer/Officer of Public Sector Enterprises/ Notary Public.

BCPL reserves the right to complete the evaluation based on the details furnished without seeking and additional information.

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

The bidders are required to submit the copies of all certificates/documentary evidences as mentioned above duly **attested by Gazetted Officer/ Officer of Public Sector Enterprises/ notary public** towards the proof of meeting the Bid Evaluation Criteria (BEC) as stated above:

- **Attested copies of all the relevant documents viz. Work Order(s), Execution Certificate(s), Annual Report / Balance Sheet and Profit & Loss Account and other documents as mentioned in Exhibit 'A'.**
- **Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.**
- **Attested copy of P. F. certificate**
- **Attested copy of PAN Card**
- **Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 38.2 of Special conditions of Contract Part–A.**

- An undertaking (by the bidders who quotes by down loading the tender from web site) on their letter head stating that “The contents of the Tender Document have not been modified or altered by M/s (Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s (Name of the bidder) shall be liable for rejection”.

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL will not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

Bids complete in all respect must reach this office not later than 14.30 hrs on the notified date of closing of the tender.

All out-station bids, if sent by post, should be sent under registered cover. Any excuse regarding late delivery of bid due to any reason whatsoever will not be entertained.

Bidders may depute their authorized representative to attend the bid opening. Bidders selected for opening of their priced bid shall be informed about the date and time of price bid opening.

Any change in bid after due date of submission of tender will not be considered.

Bidders are advised in their own interest to ensure that their bids reach this office well before the closing date and time of the tender as the bids received after the closing date and time of the tender will not be considered.

Please confirm that you have received the tender document and will be quoting for the tender items/jobs. In case you are not quoting for the same, please return complete set of tender documents.

The Bidder is required to submit the bid along with their covering letter under letter head disclosing the name and designation of authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail etc.

GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

The discrepancies in rate filled for various items shall be resolved in the following manner:-

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

- (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (Such unquoted item not being in large numbers), shall be considered as quoted price for the purpose of evaluation as the maximum rate quoted by the remaining bidder for such items.

If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.

If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. If the item is entitled for availment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT .In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.
3. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
4. In case the applicable amount towards VAT/Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.
5. As per VAT act, payment to any vendor for supply / works cannot be made if they do not have VAT registrations in ASSAM. As the subject job involves WCT deduction the registrations of the eligible bidder under VAT act of ASSAM is required.

SERVICE TAX: -

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
- Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted

price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.

- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.
- The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

PUBLIC PROCUREMENT POLICY (PPP), 2012

Bid submitted by MSEs shall be processed as under subject to availability of the item(s) in the notified Gazette published by Government of India from time to time:

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.
- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

In case of MSEs, Tender fees & EMD/Bid Security is not applicable subject to submission of satisfactory documents in proof of the same.

Brahmaputra Crackers & Polymers Ltd. Reserves the right to accept or reject any or all bids received, at its absolute discretion, without assigning any reason whatsoever.

You are requested to depute your representative along with authorization letter at the time of bid opening.

Thanking you,

SAMRAT DUTTA
SR. OFFICER (CONTRACTS & PROCUREMENT)
For **BRAHMAPUTRA CRACKER & POLYMER LIMITED,**
sdutta@bcplindia.co.in
0373-2914635

NOTE:

1. Bidders are requested to fill all the Annexure as enclosed in the tender documents.
2. Bidders must sign & stamp on each page of tender document.

CONFIRMATION OF BIDDERS FOR MEETING BEC AND OTHER REQUIREMENTS OF TENDER

NAME OF WORK	:	OPERATION AND MAINTAINANCE CONTRACT FOR CIVIL WORKS AT BCPL & CISF TOWNSHIP FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.
--------------	---	--

TENDER NO: BCPL/DIB/C&P/SER/20120120/SD

SN	TENDER REQUIREMENT	BIDDER'S REPLY / CONFIRMATION
1	i) Bidder should have successfully completed / executed a single civil operation & maintenance contract of value not less than ₹. 10.52 lakh (Rs. TEN LACS FIFTY TWO THOUSAND ONLY) during the previous seven years to be reckoned from the due date of submission.	Reference of attested copies of documents furnished: 1. 2.
2	The bidder should have valid E.P.F. Registration no. / Certificate and copy (duly attested) of the same should be submitted along with their un-priced offer at the time of submission of bid.	Reference of attested copies of documents furnished: 1.
3	Affidavit duly notarized, as per clause no. 38.2 of Special conditions of Contract Part-A	Reference of document furnished
4	Power of Attorney in favour of person who has signed the offer in stamp paper of appropriate	Reference of document furnished
5	An undertaking by the bidders (who quotes by down loading the tender from web site) as instructed in the Page no.5 of RFQ.	Reference of document furnished 1.
6	Attested copy of PAN Card	

Note:

Please note that the documents listed by you above only shall be considered for evaluation of your claim of meeting Bidder Evaluation Criteria & other requirements of the tender. Any other documents, not included above shall not be considered. Further please note that all the documents submitted should be attested by a Gazetted officer / officer of Public Sector Enterprises/ Notary public.

Date:

Bidder's signature_____

CHECK LIST FOR SUBMISSION OF DOCUMENTS

Bidder is requested to fill this check list and ensure that all detail / documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the “Un-priced bid (Part-I)”.

Please tick the box and ensure compliance:

SL. NO.	DETAILS OF DOCUMENTS	BIDDER'S CONFIRMATION
01.	EMD OF REQUISITE AMOUNT IS SUBMITTED IN THE FORM OF DD/BG FROM ANY SCHEDULED BANK AS MENTIONED IN RFQ.	EITHER DEMAND DRAFT DD NO. _____ DATED: _____ DRAWN ON: _____ OR BANK GUARANTEE BG NO. _____ DATED: _____ VALID UPTO: _____ (BG VALID UPTO 06 MONTHS FROM THE DUE DATE OF SUBMISSION OF BID)
02.	SUBMISSION OF DOCUMENTS AS PER EXHIBIT 'A' DULY FILLED IN SUBMITTED.	
03.	VALIDITY OF OFFER IS UP TO FOUR (04) MONTHS FROM THE DATE OF SUBMISSION OF TECHNO-COMMERCIAL PART.	YES VALID UPTO: _____
04.	POWER OF ATTORNEY IN FAVOUR OF PERSON WHO HAS SIGNED THE OFFER IN STAMP PAPER OF APPROPRIATE VALUE.	
05.	PARTNERSHIP DEED IN CASE OF PARTNERSHIP FIRM AND ARTICLES OF ASSOCIATION IN CASE OF LIMITED COMPANY.	
06.	COPY OF THE P. F. REGISTRATION CERTIFICATE ISSUED BY THE P. F. AUTHORITIES.	YES EPF REGISTRATION NO: _____
07.	ORIGINAL BIDDING DOCUMENT ALONG WITH BLANK (UN-PRICED) COPY (2 NOS) OF PRICE BID (SCHEDULE OF RATES) AND ADDENDUM, IF ANY.	
08.	NO DEVIATION CONFIRMATION IN THE PROFORMA ENCLOSED.	
09.	AFFIDAVIT DULY NOTARIZED, AS PER CLAUSE NO. 38.2 OF SPECIAL CONDITIONS OF CONTRACT PART – A.	
10.	ALL PAGES / DOCUMENTS ARE STAMPED AND SIGNED BY THE AUTHORIZED SIGNATORY OF THE BIDDER TOWARDS ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER.	
11.	COPY OF PAN CARD DULY ATTESTED.	
12.	VAT RESISTRATION CERTIFICATE.	

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 7 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format.)

To,
Sr. Officer (C&P)
ADMINISTRATIVE BUILDING
BCPL Project Site
Lepetkata-786006
Dibrugarh, Assam

SUBJECT: TENDER NO.: BCPL/DIB/C&P/SER/20130150/SD

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/work.

We undertake that the contents of the above bidding document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A) We intend to bid as requested for the subject item/work and furnish following details with respect to our quoting office:

(i) Postal Address with PIN Code :

.....

.....

(ii) Telephone Number :

(iii) Telefax Number :

(iv) Contact Person :

(v) E-mail Address :

(v) Mobile Number :

B) Details of Contact person:

(i) Postal Address with PIN Code :

.....

.....

(ii) Telephone Number :
(iii) Fax Number :
(iv) Contact Person :
(v) E-mail Address :
(vi) Mobile Number :

- C) We are unable to bid for the reasons given below and we are returning back the entire set of bidding documents.

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

INSTRUCTIONS TO BIDDERS

NAME OF WORK: OPERATION AND MAINTAINANCE CONTRACT FOR CIVIL WORKS AT BCPL & CISF TOWNSHIP FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.

(TENDER NO. BCPL/DIB/C&P/SER/20130150/SD)

1.0 BIDDING DOCUMENT, CLARIFICATION AND ADDENDUM

1.1 BIDDING DOCUMENT:

1.1.1 One set of bidding document (Tender document) are issued. Bidder shall submit the Tender document duly signed & stamped on each page of tender in token of his acceptance along with his bid.

1.1.2 Transfer of bidding document issued to one intending bidder to another is not permissible.

1.1.3 Bid shall remain valid for 120 days from the date of submission of Bid.

1.2 CLARIFICATION REQUESTS BY BIDDER:

1.2.1 Although the details presented in this Bidding document consisting of conditions of contract, scope of work, technical specifications and drawings have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

1.2.2 Bidder shall examine the bidding documents thoroughly in all respect.

1.2.3 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement.

1.3 AMENDMENT OF BIDDING DOCUMENT:

1.3.1 BCPL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of Bidding document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance.

1.3.2 For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.

1.4 CONFIDENTIALITY OF DOCUMENT:

1.4.1 Bidder shall treat the Bidding document and contents thereof as confidential.

1.5 ACKNOWLEDGEMENT & CONFIRMATION OF BID:

1.5.1 Within 7 days of receipt of bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid for the Bidding work.

2. EARNEST MONEY DEPOSIT:

2.1 The bid must be accompanied by earnest money (interest free) for the amount indicated in 'Request for Quotation' in the form of a Demand Draft drawn on any Nationalized/Scheduled Bank in favour of M/s. Brahmaputra Cracker & Polymer Limited payable at DIBRUGARH, ASSAM or in the form of Bank guarantee issued by Nationalized

- Bank for an equal amount valid for six (06) months from the due date of submission of bid as per the format enclosed in bidding document. Bid not accompanied by earnest money will not be considered unless the same is exempted as per 'Letter Inviting Tender'. Bank guarantee shall be revalidated for extended period as required by BCPL in writing.
- 2.2 If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where the BCPL has given opportunity to do so, the earnest money submitted by Bidder will, in such case, not be refunded to him.
- 2.3 BCPL may at any time cancel or withdraw the invitation to bid without assigning any reason and the earnest money submitted by Bidder will in such case be refunded to him.
- 2.4 The successful Bidder shall be required to deposit within 10 days of acceptance of his bid, security deposit / Initial Security Deposit with the BCPL in the manner indicated in General Conditions of Contract / Special Conditions of Contract. Should the successful Bidder fail or refuse to sign the agreement or furnish the security deposit / initial security deposit within the period fixed by the BCPL as indicated above, the earnest money shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence by the BCPL.
- 2.5 Earnest money shall be returned to the successful Bidder after the security deposit / initial security deposit has been furnished by him to the BCPL.
- 3.0 **SCHEDULE OF RATES:**
- 3.1 The schedule of Rates shall be read in conjunction with all other sections of bidding document.
- 3.2 The rates quoted by the bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise. The rates quoted by the Bidder shall include all taxes, duties & levies except Service Tax and any cess thereon. Service Tax and cess thereon shall be paid by BCPL extra at actual against CENVAT invoice to be submitted by the bidder. Notwithstanding the instructions given above, in case any bidder(s) mention the terms such as "Inclusive" or "Included" in respect of Service Tax, their bids will still be evaluated considering the prices exclusive of Service Tax. However, in the event of such bidder emerging as the lowest bidder based on this evaluation, the award shall be made considering the service tax included in the quoted rates and the same will be conclusive and binding on the bidder. Further, the bidder will be required to submit Cenvat invoice to enable BCPL to avail Cenvat benefit.
- 3.3 Rates must be filled in format for 'schedule of rates' enclosed as part of bidding document. If quoted in separate typed sheets and any variation in description, unit is noticed, the bid is liable to be rejected. In any case bidder shall be presumed to have quoted against the description of work and the same shall be binding on the bidder.
- 3.4 In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special condition of contract or any other part of bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activity.
- 3.5 The rates shall include all expenditure incurred towards mobilization and demobilization.
- 3.6 Rates quoted shall be in Indian Rupees Only.
- 3.7 Bidder shall quote rates both in figures as well as in words.

4.0 DOCUMENTS COMPRISING THE BID:

- 4.1 Bidder is advised that BCPL intend to fully evaluate the technical and un-priced commercial submissions.
- 4.2 It is important that Bidder clearly demonstrates his experience and capability, giving to BCPL a high level of confidence that if awarded, the Bidder will be able to perform the works within the stipulated Time Schedule and quoted price and meeting all other requirements listed in the Bidding document.
- 4.3 Bidder is requested to furnish the complete and correct information required for evaluation of his Bid. If the information with regard to resources and concurrent commitments or any other information / documentation forming basis of evaluation is found in complete / incorrect the same may be considered adequate ground for rejection of the bid.
- 4.4 Bidder shall arrange his bid in the following order:

i) **PART-I TECHNICAL AND UN-PRICED COMMERCIAL PART (TECHNO-COMMERCIAL BID):**

Technical and un-priced commercial part shall comprise the attachments, specifying attachment number arranged in the order as follows:

- a) Submission of bid letter along with Bidding document (Tender document), Earnest Money Deposit and its details.
- b) Attested copies of documents as mentioned in Request for Quotation
- c) Copy of tender document duly signed and stamped towards acceptance to terms and conditions of the tender.
- d) Power of Attorney in favour of authorized signatory of the Bidding document.
- e) Organization details
 - In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm'.
 - In case Bidder is a partnership firm, certified copy of the partnership deed.
 - In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association.
- f) Copy of "Schedule of Rates" without any prices (which will be left blank) duly signed and stamped.
- g) Technical offer if any, required as per Bidding document.
- h) Check list (Exhibit-A)
- i) Any other relevant document, Bidder desires to submit.

ii) **PART-II PRICED COMMERCIAL PART (PRICE BID):**

- a) Priced commercial Part shall contain "Schedule of Rates" duly filled in .Two copies i.e. one ORIGINAL COPY and one DUPLICATE copy of "Schedule of Rates" shall be submitted.
- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. BCPL shall not take cognizance of any such statement and may at their discretion reject such price bids.

5.0 SUBMISSION OF BID:

5.1 SUBMISSION IN TWO SEPARATE ENVELOPS:

5.1.1 Un-priced and priced part must be submitted in separate sealed envelopes in following 2 parts:

i) **PART-I – TECHNICAL AND UN-PRICED COMMERCIAL PART**

- a) This part shall contain technical and commercial (Un-priced) bid. This envelope shall comprise the signed copy of Bidding document (Tender document), drawings, addendum (if any), one original and 1 copy of the information listed for submission in Part –I under Para 4.4. above. Techno-commercial bid containing prices shall be summarily rejected.
- b) The envelope shall have following information clearly written on the outside of the envelope, failing which BCPL will assume no responsibility for the misplacement or premature opening of the bid.

Part-I Technical and Un-priced Commercial Part.

Name of Work: _____

Bidding document No.: _____

Due date & time of Opening: _____

From : [Name & Address of Bidder]: _____

- c) Original earnest money deposit (EMD shall also be enclosed in this part.

ii) **PART-II SEALED PRICED COMMERCIAL PART:**

- a) This part of the bid shall contain the Schedule of Rates, duly filled in all respects and other information specifically requested for submission in price part under Para 4.4 ii) above. The envelope shall have the following information clearly written on outside of the envelope, failing which BCPL will assume no responsibility for the misplacement or premature opening of the bid.

PART-II – PRICE PART

Name of Work : _____

Bidding document No. : _____

From :[Name & Address of Bidder] : _____

- b) This part of Bid will be submitted in original plus one copy.

5.2 **DATE, TIME & PLACE OF SUBMISSION:**

5.2.1 Bid must be submitted by the due date and time mentioned in the Letter Inviting Tender or any extension thereof as duly notified in writing by BCPL at the following address:

DY. GENERAL MANAGER (C&P), BRAHMAPUTRA CRACKER & POLYMER LIMIETD, CENTRAL WARE HOUSE, BCPL PROJECT SITE, LEPETKATA-786006, DIBRUGARH, ASSAM INDIA.

5.2.2 Bid received after the time and date fixed for receipt of bid is liable for rejection.

5.3 **CHECK LIST FOR SUBMISSION OF BID:**

5.3.1 To assist bidder in ensuring the completeness of bid, a checklist for submission of various documents / details in 'technical & un-priced commercial part of bid has been enclosed to "INSTRUCTIONS TO BIDDERS". Bidder, in his own interest, is requested to fill the checklist and submit along with his bid for ready reference.

- 5.3.2 In case of incomplete submissions, BCPL will not be under any obligation to give the bidder an opportunity to make good such deficiencies and BCPL may at its discretion treat such bids as incomplete and not consider for further evaluation.

6.0 BID OPENING AND EVALUATION:

6.1 OPENING OF TECHNO-COMMERCIAL PART OF BID

- 6.1.1 On the date and time mentioned in 'Letter Inviting Tender' (if specified), Part-I i.e. Technical and un-priced commercial Part will be opened in the office of BCPL, CENTRAL WARE HOUSE, BCPL Project Site, Lepetkata-786006, Dibrugarh, Assam.

- 6.1.2 In the event, the specified date of bid opening is declared a holiday for BCPL, the bid shall be opened on the next working day at the specified time and location.

6.2 CLARIFICATION & ADDITIONAL INFORMATION:

During evaluation, BCPL may request Bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents in one original and one copy. However, seeking clarification shall be on sole discretion of BCPL.

6.2 TECHNO-COMMERCIAL DISCUSSIONS:

- 6.3.1 Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation.
- 6.3.2 Techno-commercial discussions with bidder shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussions shall produce authorization from his organization to attend the discussions and sign the minutes of meeting on behalf of his organization. The authorized representatives must be competent and empowered to settle all technical and commercial issues.

6.4 BID EVALUATION CRITERIA:

- 6.4.1 Bid is the responsibility of bidder and no relief or consideration can be given for errors and omissions made by the bidder inadvertently or adherently. Bid with incomplete information is liable for rejection.
- 6.4.2 The techno-commercial part of bid shall be evaluated as per bid evaluation criteria, wherever indicated in the bidding document.
- 6.4.3 Non-submission of details / documents as per Para (4.4.) above may lead to rejection of bid.

6.4.4 REJECTION CRITERIA:

- I) Bidders are advised to strictly confirm compliance to tender condition and not to stipulate any deviation / condition in their offer. Bids received with deviation to tender condition especially to the following clauses shall be considered non-responsive and shall be summarily rejected:
- I. Firm Price
 - II. EMD / Bid Bond
 - III. Scope of Work
 - IV. Specification
 - V. Price Schedule / Schedule of rates
 - VI. Delivery / Completion Schedule
 - VII. Period of Validity of Bid
 - VIII. Price Reduction Schedule
 - IX. Performance Bank Guarantee / Security Deposit
 - X. Guarantee

- XI. Arbitration / Resolution of Dispute
- XII. Force Majure
- XIII. Applicable Laws
- XIV. EPF Registration in case of Domestic bidder
- XV. Clauses no.6.4.2 and 6.6 of instruction to bidders.
- XVI. Any other condition / clauses mentioned in the tender documents.
- XVII. Penalty/Compensation for delay
- XVIII. Defect Liability period
- XIX. Termination
- XX. Time schedule

6.4.5 **GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-**

The discrepancies in rate filled for various items shall be resolved in the following manner:-

- (v) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (vi) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (vii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (viii) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (Such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.

If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.

If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

In items rate contract where the quoted rates for the items exceed 50% of the owners/estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:
 - a) Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.

6.4.6 **DETERMINATION OF RESPONSIVENESS:**

- i) Prior to the financial evaluation of bids, the BCPL will determine whether each bid is substantially responsive to the requirements of the Bidding document.
 - ii) For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, in consistent with the bidding document, the employer's rights of contractor's obligation would affect unfairly the competitive position of bidders presenting substantially responsive bids.
 - iii) If a bid is not substantially responsive to the requirements of the Bidding documents, it may be rejected by the BCPL.
- 6.4.7 Bidders must submit the bid in line with bid stipulations without taking any deviation. However, in case it becomes unavoidable and the Bidder seeks some clarifications / queries with respect to technical / commercial part, the bidder may stipulate the same strictly as per Annexure-I for the technical and commercial part.
- 6.4.8 UNSOLICITED POST BIDDING MODIFICATIONS:**
- Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations / exceptions. Once quoted, the bidder shall not make any subsequent changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the bid. Any proposal price change is likely to render the bid liable for rejection.
- 6.4.9 Bidders must ensure that complete bid along with all details as sought are submitted as per provisions of the bidding document. The checklist has been provided in the bidding document to ensure that any required details are not missed by the bidders while submitting their offer.
- 6.4.10 Proposed deployment of resources like manpower, equipment, tools and tackles shall be looked into to ensure performance of work within stipulated time period.
- 6.4.11 The concurrent commitments of Bidder on various jobs under execution by the bidder will be taken into account to assess the spare capacity available with the Bidder.
- 6.4.12 Performance of bidder on work executed / under execution shall be taken into consideration before selecting the bidder for opening of his price bid.
- 6.4.13 MECHANIZED CONSTRUCTION:**
- i) Bidder shall furnish construction methodology based on mechanized construction techniques for execution of work along with details of plant & machinery to be deployed. The bidder shall assess the number and type of plant and machinery for the scope of work and the completion schedule.
 - ii) Bidder will deploy the required numbers and types of plant & machinery applicable for different activities in consultation with the Engineer-In-Charge after award and during execution of work with respect to actual mobilization required.
- 6.5 OPENING OF PRICE PART OF BID:**
- Priced commercial part of only those bidder, whose bids are considered techno-commercial acceptable, shall be opened.
- 6.6 EVALUATION OF PRICE PART:**

The "Schedule of Rates" quoted by the bidder shall be taken up for evaluation on overall basis on part wise. Price bids containing additional qualifications not mentioned in Techno-Commercial part of the bid shall be summarily rejected.

6.8 PROCESS TO BE CONFIDENTIAL:

Information related to the examination, clarification, evaluation and comparison of bids recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence the BCPL processing of bid or award decisions may result in rejection of such Bids and the owner may initiate action against such bidders, as deemed fit, including putting them on "HOLIDAY LIST".

6.9 OWNER'S RIGHT TO ACCEPT OR REJECT A BID:

- 6.9.1 BCPL reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, to annual the bidding process or to reject all bids with or without notice or reasons. Such decisions by BCPL shall bear no liability whatsoever consequent upon such decisions.

7.0 AWARD OF WORK AND CONTRACT DOCUMENT:

7.1 AWARD OF WORK:

- 7.1.1 The bidder whose bid is accepted by BCPL shall be issued Letter of Intent / fax of Intent (LOI/FOI) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOI / FOI.

- 7.1.2 BCPL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards non acceptance of their bids. Except for refund of EMD to unsuccessful bidder, BCPL shall correspond only with the successful bidders.

7.2 CONTRACT DOCUMENT:

- 7.2.1 The successful bidder shall be required to execute a formal agreement in accordance with the 'Form of Contract' (Annexed to General Condition of Contract (GCC)), within 10 days of receipt of LOI/FOI/Detailed Letter of Award specified period.

- 7.2.2 Contract Documents to be signed between BCPL & selected bidder shall consist of the following:

- i) Agreement on stamp paper of appropriate value.
- ii) Letter of Intent / Fax of Intent
- iii) Detailed letter of award / acceptance along with agreed variation and other enclosures.
- iv) Original bidding document along with set of drawings
- v) Addendum/Corrigendum issued to bidder, if any.

- 7.2.3 Stamp paper of appropriate value shall be provided by the successful bidder after ascertaining its value.

- 7.2.4 The statement of Agreed variation prepared based on the deviation if any, finally retained by the bidder and accepted by BCPL, shall form part of detailed letter of award.

SPECIAL CONDITIONS OF THE CONTRACT

PART-A

DESCRIPTION:

NAME OF WORK: OPERATION AND MAINTAINANCE CONTRACT FOR CIVIL WORKS AT BCPL & CISF TOWNSHIP FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.

TENDER NO: BCPL/DIB/C&P/SER/20130150/SD

1.0 GENERAL:

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5 The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

2.0 LOCATION:

BCPL & CISF Township, Lepetkata, Dibrugarh, Assam.

3.0 SCOPE OF WORK:

The Scope of work shall be as per Special Conditions of Contract Part-B.

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

The Time of Completion/Period of Contract shall be as per Special Conditions of Contract Part-B.

The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing,

rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

5.0 TERMS OF PAYMENT:

Payment will normally be made within 30 days of submission of R.A. bills to Engineer-in-charge after applicable deduction of Income Tax and any other taxes and duties.

Other terms and conditions related to Payment terms are specified in SCC Part B.

6.0 EARNEST MONEY:

The bidder must deposit the earnest money as given in the letter/notice inviting tenders failing which the tender is liable to be rejected. Earnest Money can be paid by way of Demand Draft drawn on any Scheduled/Nationalized Bank in favor of **M/s. Brahmaputra Cracker & Polymer Limited, payable at DIBRUGARH, ASSAM.**

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **(6) SIX MONTHS** from the date of opening of tender.

BCPL will refund the Earnest Money of the unsuccessful bidders directly to the bidders within a reasonable period of time. Correspondence in this regard may be addressed to BCPL directly by the BIDDERS.

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

Income Tax deduction shall be made from all payments to the contractors as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. Sales Tax, Works Contract Tax and other duties/ levies, as applicable shall be borne by the contractor.

The BCPL will issue the necessary certificate for income tax deduction at source, however, the contractor has to submit detail of their **Permanent Account No. (PAN)** before issue of such certificate. However, if the contractor has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax department, contractor shall submit the copy of application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by BCPL.

Similarly, in case of Works Contract (involving both supply of material and services) Tax will be deducted at source by BCPL towards W.C.Tax at the rate applicable from time to time (presently 4%) and issue necessary certificate to this effect.

8.0 SERVICE TAX:

The Quoted rates should be inclusive of all taxes & duties applicable during the contract period except Service Tax and Education Cess thereon. Service Tax and Cess thereon shall be paid extra if applicable on submission of documentary evidence/invoice(s).

The bidder shall indicate in its bid the Service Tax registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The Contractors liable to pay Service Tax for the work / services rendered to BCPL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).

For payment of service tax, serially numbered invoice / bill shall be issued by the service provider and should also specify following as per rate 4A of service tax Rules:

- (i) The name, address and registration number of the service provider
- (ii) The name and address of the recipient of the taxable service
- (iii) Description, classification and value of taxable service provided and
- (iv) The service tax payable on such services

In case of non-compliance to the above, BCPL is not liable to reimburse any claim of contractor in respect of service tax. Further service tax invoices are to be raised keeping in view the new rules of service tax w.e.f. 01.07.2012.

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @ 7.5% of contract value has to be deposited within ten days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.
- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.
- 9.3 Contractor can furnish the initial or total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.
- 9.4.1 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

10.0 TECHNICAL SPECIFICATION:

As enumerated in Special Conditions of Contract/Scope of Work/attached Drawing/Details/Schedule of Rates.

11.0 TESTS AND INSPECTION:

- 11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.
- 11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.
- 11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.
- 11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.

11.7 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

11.0 MEASUREMENT OF WORK:

12.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.

12.2 Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of the Engineer-in-Charge. In such cases payment will be made on actual measurements.

12.0 DEFECT LIABILITY PERIOD:

The defect liability period shall be as per Special Conditions of Contract of Part-B.

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

14.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools and

14.2 Tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.

14.3 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.

13.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

14.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

15.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

In items rate contract where the quoted rates for the items exceed 50% of the owners/estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:
 - A) Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

- B) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.

16.0 MISCELLANEOUS:

All obligations arising of labor deployment labor laws to meet the necessary statutory requirement would solely lie on the contractor. Contractor would be solely responsible for safety and security of manpower and materials.

17.0 SUBMISSION OF TENDER DOCUMENTS:

Over-writing should be avoided. Any overwriting or cutting should be signed by the bidder. All copies of tender documents along with drawings should be signed and submitted by the bidder.

18.0 SCHEDULE OF RATES:

- 18.1 The quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.
- 18.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

19.0 TERMINATION OF CONTRACT:

The Owner/ Engineer-in-Charge reserve the right to terminate the contract on giving one-week notice without assigning any reason.

20.0 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 10 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of ₹. 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the DY. General Manager (C&P), BCPL, DIBRUGARH, ASSAM.

21.0 SUPERVISION OF WORK:

Contractor or his authorized representative shall be available at site all times, during the progress of the work.

22.0 CLEARANCE OF SITE:

- 23.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-in-charge.
- 23.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.
- 23.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the

contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

23.0 ADHERENCE TO SAFETY REGULATIONS:

Contractor shall ensure that all safety precautions required one observed at all times during the execution of the job.

24.0 NUISANCE:

The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or tenants or occupants or their properties near the site and to the public generally.

25.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

The contractor shall not be entitled to any increases on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation explanation statement or alleged representation, promise or guarantees given or called to have been given to him by any person.

26.0 CARE OF WORKS:

From the commencement to completion of the work, the contractor shall take full responsibility for the care for all works including all temporary works any in case any damages, loss or injury shall happen to the work or to a part thereof or to any temporary works from any reason.

27.0 DEFENCE OF SUITS:

If any action in court is brought against the owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the contractor to perform any acts, matters, convenient or things under the contract or damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representative or his subcontractors or in connection with any claim based on lawful demand of sub-contractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all lesson, damages, expenses or decrease arising out of such action.

31.0 RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:

- 31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 31.3 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
- 31.4 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.

- 31.4.1 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 31.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 31.7 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 31.8 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 31.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 31.10 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 31.11 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.
- 31.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 31.20 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.

- 31.22 All types of transport connected with the work shall be in the scope of the contractor.
- 31.23 Suitable site office space may be provided by BPC, BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 31.25 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 31.28 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

32.0 PHOTOGRAPHS/LABOUR PERMISSION/VEHICLE PERMISSION :

The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.

33.0 ARBITRATION CLAUSE:

- 33.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 33.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 33.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.
- 33.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.

33.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.

33.6 The venue of arbitration shall be Guwahati.

33.7 The award of the Arbitrator shall be final and binding on both the parties.

33.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

34.0 JURISDICTION:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at GUWAHATI for the purpose of disputes, actions and proceedings arising out of the CONTRACT.

35.0 PRICE PREFERENCE:

Price Preference to Central/State Government/Public Sector Enterprises (PSEs), Public Sector Construction and Services Enterprises or joint ventures with PSEs shall be applicable as per directives of Government of India.

36.0 SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT:

36.1 Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

36.2 In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of Security Deposit, withholding of payments etc.

36.3 In case the issue of submission of false document comes to the notice after execution of the work, BCPL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.

36.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

37.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises.

37.2 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.

37.3 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.

37.4 Non-submission of the attested copies of the certificates/documents will render they bid non-responsive and liable for rejection.

38.1 SUB LETTING OF WORK:

No contractor shall sublet or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd., Company, Proprietorship firm etc without the prior written permission of BCPL. In case the contractor sublets or assigns the contract in part or whole without the prior written permission of BCPL and any claim referred by any firm / individual to BCPL stating that the main contractor has not paid his or their dues/ payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub-contractor/ individual/ vendor (s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub-contractor jointly submits a joint written settlement to BCPL.

38.2 AFFIDAVIT:

The bidder shall submit an affidavit duly notarized to the effect “that the document submitted by him are true and genuine and in case of any discrepancy noticed or observed at any stage the bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws”.

38.3 PF REGISTRATION:

Bidder must have their own Valid P.F. account / code no. from Regional PF commissioner and attested copy of the same are to be submitted along with the technical bid.

39.0 The deployed labour by the contractor shall be directly controlled / supervised / directed by the contractor himself or his representatives.

40.0 PENALTY AGAINST VIOLATION OF SAFETY, HEALTH AND ENVIRONMENT RELATED NORMS:

- 40.1 Against Violation of applicable Safety, Health and Environment related norms, a penalty of ₹. 5,000.00 per occasion.
- 40.2 Violation as above resulting in:
- 40.3 Any physical injury, a penalty of 0.5% of the contract value (maximum of ₹. 2, 00,000.00) per injury in addition to ₹. 5,000.00 as in para 40.1.
- 40.4 Fatal accident, a penalty of 1% of the contract value (maximum of ₹. 10, 00,000.00) per fatality is addition to ₹. 5,000.00 as in para 40.1.

BRAHMAPUTRA CRACKER & POLYMER LIMITED

LEPETKATA, DIBRUGARH, ASSAM

A: CONTRACTOR'S SAFETY RECORD IN LAST ASSIGNED JOB: -

- Total nos. of employees =
- Working hours / day =
- Nos. of days worked =
- Total man hours worked =
(total nos. of employees X
working hrs / day X no. of days
worked)
- No. of fatalities =
- No. of major injuries =
- No. of three days injuries =
- Nos. of minor injuries =
- Total nos. of occupational
Diseases / illness =

B: SAFETY INFORMATION TO BE SUBMITTED BY CONTRACTOR:

Following information to be submitted at the end of the every month to the, office of In-charge (F&S) directly with copy to Engineer-In-Charge.

- A. - Total nos. of employees =
- Working hrs / days =
- Duration of contract (in days) =

B. STATUS OF SAFETY – GADGETS

- Nos. of helmets =
- Nos. of safety belt =
- Nos. of goggles =

Welding Goggles =	Grinding Goggles =	General Goggles =
-------------------	--------------------	-------------------

- Nos. of hand gloves =
- No. of safety shoe / gum boot =
- Length of barricading tapes =
- Status of warning tags (like
radiography, road blocking, no
entry etc. use) =

C. INCIDENT STATUS

- Name of safety representative =
- Nos. of minor injuries =
- Nos. of three days injuries =
- Nos. of major injuries =
- Nos. of fatalities (if any) =

D. INSPECTION RECORD

- Gas cutting set & welding =

Machine inspected on & by

- List of hand tools updated on _____ =

- Hand tools inspected on & by =

- Ladders & lifting tools inspected =

on & by

SIGNATURE OF SITE IN-CHARGE

Contractor's Signature_____

NO DEVIATION CERTIFICATE

**BRAHMAPUTRA CRACKER & POLYMER LIMITED
LEPETKATA, DIBRUGARH, ASSAM**

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

NAME : _____

BIDDER'S NAME : _____

COMPANY SEAL : _____

SPECIAL CONDITIONS OF CONTRACT (SCC)

PART-B

NAME OF WORK: OPERATION AND MAINTAINANCE CONTRACT FOR CIVIL WORKS AT BCPL & CISF TOWNSHIP FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.

TENDER NO: BCPL/DIB/C&P/SER/20130150/SD

1.0 GENERAL

- 1.1 Special conditions of contract shall be read in conjunction with the General Conditions of Contract, Specifications of work, drawing and any other document forming part of this contract, wherever the context so requires.
- 1.2 Notwithstanding the sub divisions of the document into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of Contract then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract only to the extent such repugnancies or variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.4 Wherever, it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost and the contract price shall be deemed to have included cost of such performances and provisions mentioned.
- 1.5 The intending Bidders shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions before submitting their Bid. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out work in strict conformity with drawings and specifications.
- 1.6 In case of contradiction, the following shall prevail in order of precedence.
 - i) Detailed letter of intent along with statement of agreed variations and its enclosures.
 - ii) Fax of Intent
 - iii) Service Drawings
 - iv) Schedule of rates
 - v) Specifications/specific requirements
 - vi) Special conditions of contract
 - vii) General Conditions of Contract.
 - viii) Indian Standards.
- 1.7 The work is required to be carried out primarily at BCPL & CISF Townships, Lepetkata. Depending upon exigencies of work and as per instruction of EIC, the work may require to be executed outside township also such as BCPL Plant etc.

The bidder is advised to see the site conditions and nature of job before quoting his rates. It shall be taken that bidder has seen the site conditions and no claim on this account shall be entertained at a later date. Job shall be done in strict compliance with tender specifications. The various items to be operated have been dealt in schedule of rates attached with tenders documents. The rates should include supply of all materials, man power, equipments, consumables, taxes, duties, royalties, profits and overheads like Labour License, Insurance etc. required for the job as per specifications and Schedule of Rates (SOR).

2.0 SUBLET OF WORK

The contractor shall not sublet the contract, except with the written consent of the BCPL.

2.0 LOCATION & SITE CONDITIONS

- 2.1 The site of proposed work is at BCPL Township located adjacent to NH-37 (almost 10 km from Dibrugarh Town towards Guwahati) and at CISF Township is located adjacent to NH-37 (almost 14 KM from Dibrugarh Town – towards Guwahati).
- 2.2 The contractor deemed to have inspected the site thoroughly and acquainted himself with the site conditions, availability of storage for materials, work areas available for construction, disposal / stacking of surplus earth from excavation of all kinds of soil/ rocks and acquainted himself with the general nature of the site, sub soil water table and its other features likely to affect his tender and the construction of the works. No claim/ extension of time whatsoever shall be entertained on account of prevailing site conditions.

3.0 TIME SCHEDULE

- 3.1 Total period of contract for this work will be for 12 months. The contract period for the work shall be reckoned from the date as mentioned in letter of award. Time is the essence of the contract and as such as every effort should be made to complete the work within prescribed time period for the execution of the work as contemplated under this contract. BCPL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days notice to the contractor.

4.0 SUPERVISION OF WORK

- 4.1 Contractor or his authorized representative shall be available at site during the progress of the work. The contractor shall deploy ONE experienced supervisor at BCPL Township site at his own end for daily job supervision, maintenance of records, job cards, registering the complaints over phone or in person, handling of stores etc. & for any other work assigned by EIC.

In addition to above, TWO teams of Plumber & helper and one pump operator each at BCPL & CISF Township is required to be deployed by the contractor at site always.

In case contractor fails to deploy any of the above mentioned personnel then an amount of Rs. Rs. 500/- per day (for absence of each working day) per Supervisor, Rs. 400/- per day (for absence of each working day) per Plumber & Rs. 300/- per day (for absence of each working day) per helper may be deducted from the bills of the contractor.

5.0 DEFECT LIABILITY PERIOD

- 5.1 The defect liability period in respect of this work shall be for a period of SIX MONTHS beyond the date of actual completion of the work, i.e. as certified by the consultant/ Engineer-in-charge in writing. If during this period any defect occur, the same shall be made good by the contractor at his own cost

6.0 SPECIFICATIONS

- 6.1 All specifications for the work shall be as per the bill of quantities, tender drawings, scope of work and brief description of works which are self explanatory but not exhaustive and limited. However, wherever required the latest CPWD specifications and Indian Standard Codes of practice shall be referred. Wherever these codes are silent the same shall be

governed by sound Engineering Practice. The decision of the Engineer-In-Charge in matters of interpretation etc. shall be final and binding on the Contractor.

7.0 QUOTED RATES SHALL REMAIN FIRM

- 7.1 The contractor should be fully aware of the location of site, approaches, site conditions, mode of transportation for materials, scope and actual quantum of works etc before quoting the rates.

The rates to be quoted should be inclusive of all taxes, excise duties, sales tax both state and central govt. license fees (if any), provident fund contribution, labour license fee, workmen insurance charges, octroi, royalties, material, fabrication cost, transportation charges, cost of site office and store for the construction materials, cost of safety equipments, labour charges, tools and tackles, equipments, testing charges of materials, supervision, overheads, contractor's profit, any other expenditure which may be required for the successful completion of the work in-to.

The rates quoted by the contractor shall remain firm for the total period of the contract. Under no circumstances the contractor shall be eligible for payment of escalation on material & labour.

8.0 SCOPE OF WORK

- 8.1 The work involves general civil repair and maintenance of BCPL & CISF TOWNSHIPS. It also includes modifications, renovations, and new works at given site as per details mentioned in SOR. The BCPL township presently consist of two nos. of Bachelor's Hostel, one Guest House & other numerous ancillary structures, installations etc. CISF township consists of an armory and barrack, 56 nos. of staff quarters and other installations, etc. The work is required to be carried out primarily in BCPL & CISF Township; however, it may require to be executed outside township such as in plant area etc depending upon exigencies of work and as per instruction of EIC.

The above gives the general scope of work, however tenderer is supposed to acquaint himself of various items as detailed in SOR. Tenderer may also visit the site before quoting their rates to assess the nature of work.

WORK SCHEDULE & DEDUCTION

For Work pertaining to leakage & choking, non supply of water etc, Contractor has to attend these type of complaint immediately but not later than 24 hours from the date of registration of complaint.

9.0 MEASUREMENTS & PAYMENTS

- 9.1 The payment shall be made for the actual work done as per the running account bills & final account bill raised by the contractor on the standard pro-forma prescribed by BCPL and duly certified by Engineer-In- Charge. The payment shall be released as per the stages mentioned in the contract. The measurements shall be done as per CPWD/IS specifications failing which as per standard engineering practice shall be followed.

The bill shall be submitted in prescribed Performa of BCPL, neatly typed with Hard & soft copy (CD) in Three copies. The cost of typing stationary for raising of bill shall be borne by the contractor. The payment shall be released within a reasonable period of 15 days after acceptance of bill by consultant / EIC, by e-payment through SBI Banks (authorized by BCPL). Payment shall be released after due deductions of WCT, Income tax and other statutory taxes and duties etc as applicable from time to time.

10.0 CONSTRUCTION WATER AND POWER:

Water and electricity shall be provided by BCPL free of cost. The same shall be provided at one location from the nearest available source in the vicinity of the site of work. The

contractor shall make his own arrangement for connection & further distribution etc. at his own cost.

11.0 INFORMATION REQUIRED

11.1 The following details are also required to be submitted along with of offer (supporting documents/certifikates shall be required to be submitted with their request letters for short listing purpose).

The tenders as submitted will consist of the following:

- a) Complete set of Tender Documents (Original) as issued/sold duly filled in and signed by the tenderer as prescribed in different clauses of the tender document.
- b) Earnest money in the manner specified in clause 6 of GCC hereof.
- c) Power of attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorized representative has signed the tender, as required by clause 14 of GCC hereof.
- d) Organization chart giving details of field management at site, the tenderer for using in this work.
- e) Provident Fund Registration Certificate.
- f) List showing all enclosures to tender.

12.0 DEVIATION IN TENDER DOCUMENTS

12.1 The tenderers are required to quote unit rates (as per SOR) inclusive of all royalties, taxes, duties and levies as applicable from time to time without any deviations to the terms and conditions in tender document. If due to unavoidable reasons, tenderer stipulates any deviations, these shall be loaded to the quoted rates for evaluation of tenders as per procedure laid down by BCPL. However, no deviations to the following clauses shall be acceptable and any offer containing deviations/exceptions to these shall be rejected

- a) Security Deposit for delay
- b) Defect Liability period
- c) Schedule of rates
- d) Termination
- e) Time schedule

13.0 REGISTRATION WITH PF AUTHORITIES

13.1 Intending bidders must furnish the proof of having valid PF code and valid registration with regional provident fund authorities along with their tenders. Proof of challans/receipt with regional PF authorities shall be submitted from time to time for verification of ENGINEER-IN-CHARGE.

14.0 VAT REGISTRATION

14.1 Tenderer must submit wherever necessary attested copy of registration certificate on prescribed pro-forma under the Assam VAT Act at the time of submission of bid.

15.0 LABOUR LICENSE

15.1 Contractor shall obtain an appropriate license from concerned authority under the contract labour (abolition and regulation) Act 1970 and furnish copy of the same to owner. Contractor shall also be responsible for its validity and for complying with provisions of all applicable Acts, rules & regulation in force at the site of work.

16. Terms of Payment

16.1 PAYMENT OF RUNNING BILLS: Progress payment shall be released to Contractor against monthly running account bills duly certified by Engineer in Charge after affecting the necessary deductions. 100% payment shall be released on completion of item / work as certified in the R.A bills.

16.1.1 Contractor has to furnish the below mentioned documents with the 1st RA bill:

- i) Power of attorney in the name of the signatory of the bill is required.
- ii) Copy of PAN card.
- iii) Copy of VAT registration certificate.
- iv) Copy of Labour license for the said work.
- v) Copy of provident fund registration certificate
- vi) Copy of registration under interstate migrant workers act. (if applicable)
- vii) Copy of registration under Assam building and other construction workers act.
- viii) Copy of last month EPF/ESI challan duly certified that provident fund amount with respect to workers engaged for the work has been deposited.
- ix) Certificate of minimum wages act compliance.
- x) Copy of contractors all risk policy.
- xi) Copy of workmen insurance policy.
- xii) Copy of insurance policy of plant and machinery engaged for the job.
- xiii) Renewal certificate of WCT.

16.2 PAYMENT OF FINAL BILL: CONTRACTOR must submit his final bill within sixty days of completion of the work and payment of the final bill shall be made to the CONTRACTOR within 120 days of the submission of the bill and after completion of all obligations under the CONTRACT.

16.3 The bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to ENGINEER-IN-CHARGE.

17.0 RIGHT OF EMPLOYER TO ACCEPT/REJECT ANY TENDER

17.1 The right to accept the tender rests with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender and reserves the authority to reject any or all tenders received without assigning any reason what so ever.

18.0 EMPLOYER'S OBLIGATIONS

18.1 The owner's obligations are limited to the following:

- a) Handing over the site
- b) Supply of construction drawings
- c) Payment to the contractor for performance of the work under the contract as per terms and conditions specified therein.
- d) A piece of land for setting up temporary site office, godown etc.

19.0 SCHEDULE OF RATES

19.1 The Schedule of Rates shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, Technical Specifications, Drawings and any other Document forming a part of this CONTRACT.

All items of work in the schedule of rates shall be carried out as per the specifications; drawings and instructions of the ENGINEER-IN-CHARGE and the rates are inclusive of all materials, consumables, labour, supervision, tools and tackles as well as preparatory, incidental, intermediate/auxiliary/ancillary or enabling works.

The rates shall be offered on ITEM RATE basis after considering all the aspects necessary for job execution as per drawings /specifications.

Dewatering of surface as well as subsoil water, wherever required to carry out the works shall be carried out by the CONTRACTOR and slopes for effective drainage shall be provided within the quoted rates.

Surplus excavated earth, materials; muck etc. shall be disposed off by the CONTRACTOR at his own cost to the places as directed by the ENGINEER-IN-CHARGE. The site shall be cleaned of all surplus material after execution quoted rates shall be deemed to be inclusive of all these provisions.

Preparing approaches and working area for the movement and operation of CONTRACTORS men and materials, leveling the areas for assembly and erection shall be the responsibility of the contractor and the quoted rates shall be deemed to include all these.

20.0 COMPLETION CERTIFICATE

20.1 Within one month of the completion of work(s)/Part(s) in all respect, the contractor shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all surplus materials and rubbish is cleared off the site completely nor until the work shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The works will not be considered as complete and taken over by the owner, until all the temporary works, labour, store, colonies etc. constructed are removed and the work site cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the works, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off.

Such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any such actually realized by the sale thereof.

21.0 PROVIDENT FUND ACT

21.1 The CONTRACTOR, as a statutory obligation, should strictly comply with the provisions of the Employee's Provident Fund Act.

22.0 EXTRA AND SUBSTITUTED ITEM

22.1 The rates for extra items/substituted items of work, ordered to be operated / executed shall be derived as under:

- a) If the item of work is similar to the item for which, the bidder has quoted rates in SOR, the quoted rate shall be applicable.
- b) If the rate for the item does not appear in the SOR, the rate shall be derived from similar items of work indicated in SOR
- c) The rates for those items of work which cannot be derived from quoted rates in the SOR shall be derived from the prevailing market rates of material and labour plus 10% towards contractor's overheads and profits. The opinion of the Engineer in charge as to the current market rates for materials and the quantum of labour and material involved per unit shall be

final and binding on the contractor.

For this purpose and for the purpose of sub-clause (c) above, the coefficient of labour, material and wastage shall be adopted from the CPWD analysis of rates/standard schedule of rates as decided by the ENGINEER-IN-CHARGE. The CONTRACTOR shall submit vouchers /quotations in proof of rates paid /likely to be paid for material and labour.

Above provisions for derivation of rates of extra items/substituted items shall supersede the provisions indicated in GCC.

23.0 SITE EXECUTION

- (A) All materials, tools, tackles, equipment etc. required to carry out any job shall be supplied by contractor at his cost unless otherwise stated. Sufficient stock of materials to be kept at site after approval of samples from Engineer-In-Charge.
- (B) The maintenance & other works will be carried out based on Day-to-day requirement of BCPL & CISF Township. The contractor has to maintain site office and store in proper and systematic manner.
- (C) The existing contractor (if any) will assist the successful tenderer against this tender to understand the systems in complete and take over. The existing contractor shall depute the required manpower for one week after expiry of the subject contract without any additional claim for it.
- (D) Normally the materials to be replaced should be of similar type and of standard make as specified. Where ever in the item for which the material is to be supplied by contractor on supply basis, the measurement for the material would be made on the actual material consumed at the site of work for a specific work.
- (E) BCPL may call any specialized person /agency / team / expert for additional or new work / modification / checking / execution / taking advice for the works. The contractor shall be paid as per production of voucher plus 10 % extra. The contractor shall have to co-ordinate for this. This is not applicable for the jobs (if any) which may be executed on risk and cost of the contractor due to bad performance or any other reason.
- (F) The team, wherever mentioned in the tender shall mean a team, which will have one skilled person in respective field and one assisting person. In case of urgency the team may have to stay beyond normal working period as per instruction of EIC without any financial implication. Further contractor shall provide one set of uniform and one pair of shoes per year at his own cost for the labour deployed (team deployed) on supply basis to BCPL.
- (G) The work includes maintenance/modification/alternation / additional / new job at the given site, however in case of requirement the contractor may have to execute these work in other locations as per instruction of EIC.
- (H) Contractor has to have one set of computer with printer along with its operator for preparing daily progress reports, details of work, bill etc.
- (I) The replacement of any unserviceable old/ damaged fittings/ materials shall be done only after the instruction received from EIC or his representative. It will be responsibility of the contractor to get the new installed fittings inspected and verified from BCPL. The unserviceable old/ damaged fittings/ materials e.g. broken chinaware fixtures etc., brick- bats,

plaster peels, broken glass, malva, etc. shall be taken out and disposed off by the contractor at his own cost as directed by EIC. Nothing extra shall be claimed by bidder on this account, the tenderer are advised to quote the rates accordingly.

- (J) While carrying out the work, all care should be taken such as covering of items with polyethylene or cloth, so that the households, tables, furniture, crockery, etc. does not get spoiled and in case of any damage caused during the execution of the work, the contractor shall have to indemnify the same. The above all items shall be shifted to a safe location within the house as per the requirement of the occupants/ site requirement and re- arranged to the original position in a proper way. The shifting of items and re-arranging the same after completion of work and cleaning of the area will be responsibility of the contractor and the quoted rates shall be inclusive of this. Nothing extra will be paid in this account.

24.0 TOOLS, EQUIPMENTS, MACHINES ETC.

Contractor has to have the minimum tools, equipments and machinery required for proper and timely execution of jobs entrusted to him /her at site at all times.

25.0 SPECIAL NOTE AGAINST MAINTENANCE

- 1) The contractor should take all necessary care while working that no trap, pipeline, item get choked / damaged. In case the traps, pipelines get choked or anything get damaged during working then the retainer shall have to replace/ rectify the same at his risk and cost. Further any damage / loss in the contractor / retainer's workshop/office/ store/custody or during lifting or transportation shall be promptly repaired/replaced as the case may be by the retainer on his cost & risk.
- 2) Since this is a maintenance work, which is generally of urgent nature and required as and when need basis, therefore the contractor/retainer may be required to attend the work on holidays including Saturdays and Sundays and on late hrs. Nothing extra will be paid for working during the late hours and on holidays. Retainer will have to make all necessary arrangements for security and safety of his persons and work place like providing safety belts, shoes, helmets, proper illumination of work place etc.
- 3) The contractor shall abide all the rules, regulations, laws & safety aspects applicable including minimum wage act in respect of the staff engaged by him and the contractor shall be wholly responsible for his employees, their safety, the applicability of PF, gratuity, medical, insurance etc. and any other statutory provisions that may be enforced from time to time. BCPL will not be responsible in any way for payment on these accounts. Any labour or staff related points, problems, disputes if any will be the sole responsibility of contractor and he has to indemnify BCPL & it's persons from above claim or fine etc., imposed by any private or government body / person. All labour and employee laws should be complied by the contractor at his own cost & risk.
- 4) The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and shall give suitable direction to his workmen deployed for undertaking contractual obligations.

26.0 GUARANTEES AND WARRANTEES

- 28.1 All manufacturer's warranties and guaranties for equipment supplied by the CONTRACTORS shall be passed to the EMPLOYER. Further, guarantees/warranties for any work carried out to by specialized agencies such as water proofing, anti –termite etc. shall also be passed to the EMPLOYER.

27.0 EXTENSION FOR TIME OF COMPLETION FOR ADDITION, ALTERATION AND SUBSTITUTED WORK

- a) In case of any addition alteration or substitution work, the time of completion of work shall be extended in the proportion to the value of altered, additional or substituted work that it bears to the original contract value of work and time. Over and above this, a further period to the extent of 20% of such extension shall be allowed to the contractor.
- b) The contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.
- c) Any extension of time granted under the provision of this clause shall be without prejudice to other conditions of contract and will not absolve the contractor from the obligations of other clauses under the contract.

The decision of the EMPLOYER in this regard will be final and binding on the CONTRACTOR

28.0 RESPONSIBILITY FOR PROCUREMENT

- 28.1** Sole responsibility rests with CONTRACTOR for procurement of all materials required for completion work within the stipulated time.

29.0 SALES TAX / TURN OVER TAX

- 29.1** Tenderer should quote all inclusive prices including the liability of all types of taxes, duties and sales tax on works contract tax (if any) imposed by State/Central/Local Government bodies from time to time. Sales tax on works contract if applicable will be deducted at source as per the rules.

30.0 INCOME TAX

- 30.1** Income tax deductions as per Income Tax rules shall be made from CONTRACTOR's running account bills unless specific exemption has been obtained by the CONTRACTOR from the Income Tax Dept. and documentary evidence to this effect has been submitted to the EMPLOYER.

31.0 APPROVALS

- 31.1** The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval samples of all material to be used in the item/work. Such samples shall be submitted before item/work is commenced in advance. It is the responsibility of the CONTRACTOR to arrange for tests as required by ENGINEER-IN-CHARGE at his own cost. The material representing approved samples shall only be used for the construction and installation. CONTRACTOR shall procure materials as indicated in list of approved makes (if given) / or materials with ISI certification may also be used after approval of ENGINEER-IN-CHARGE.

32.0 SEALED TENDER

- 32.1** The tenders shall be submitted in sealed envelopes as mentioned in clause no. 3.0 of General Conditions of Contract. All the tender papers issued (Vol. I & II) and all supporting documents/credentials authenticating the capability/resources of the CONTRACTORS and EMD shall be submitted along with the tendered offer.

33.0 VARIATIONS IN QUANTITIES OF ITEMS DURING EXECUTION

- 33.1** During execution of item/work variation in individual quantities may be up to any limit (plus and minus) as per the site requirement. The CONTRACTOR shall be bound to execute them at the rates quoted by him. BCPL also reserves the right to split the item/work in full or in part during its execution (depending upon exigencies of work) without assigning any reason thereof. The decision of ENGINEER-IN-CHARGE shall be final and binding on the contractor in this regard.

34.0 SPECIALIZED JOBS

- 34.1** The contractor is bound to carry out the specialized jobs by the specialized agencies as per the desire of the ENGINEER-IN-CHARGE. Contractor should arrange for the guarantees /warrantees as issued by the Company for the job carried out by them.

35.0 SPECIAL NOTE TO TENDERER

- 35.1** The Special Conditions of Contract supersede the relevant clauses of General Conditions of contract.
- a. Supervision and conduct of all the personal deployed by the contractors shall be the sole responsibility of the CONTRACTOR.
 - b. The CONTRACTOR should issue his own identity card to his personal after verifying their character and antecedents through appropriate authorities and BCPL shall have no role on it whatsoever.
 - c. The payments of wages to the employees employed by the CONTRACTOR are to be disbursed by CONTRACTOR or his representatives in the presence of BCPL representative and payment register shall be signed by BCPL representatives.

35. SPECIALIZED JOBS

- 35.1** The contractor is bound to carry out the specialized jobs by the specialized agencies as per the desire of the ENGINEER-IN-CHARGE. Contractor should arrange for the guarantees /warrantees as issued by the Company for the job carried out by them.

SCHEDULE OF RATE (SOR)

**OPERATION AND MAINTAINANCE CONTRACT FOR CIVIL WORKS AT BCPL
AND CISF FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED,
LEPETKATA – DIBRUGARH.**

SL. NO.	DESCRIPTION OF ITEM	UNIT	QTY	RATE (₹.)		AMOUNT (₹.)
				IN FIGURES	IN WORDS	
	SUB HEAD A- MANPOWER					
1	CARPENTRY WORK					
	Repair and maintenance of wooden & aluminium works by deploying a team of one carpenter & one helper as per the requirement and direction of EIC with required tools, tackles and necessary consumable materials to complete the job. (team of 1carpenter and 1 helper)	Per day per team	90			
2	PLUMBING WORK					
	Repair and maintenance of PLUMBING work by deploying two teams consisting of one plumber & one helper in each team as per the requirement and directed by EIC with tools and tackles with small consumable material, like safeda , thread, taflon tape, putty etc. (team of 1 plumber and 1 helper)	Per month	12			
	(Note : The teams for the above item shall be allowed one weekly off as decided by EIC depending upon work requirement)					
3	WATER PUMP OPERATION					
	Daily operation of submersible pumps by an operator one each for BCPL & CISF Township for raising water to overhead water tanks and ensure supply of water round the clock.	Per month	12.00			
3	SWEEPING WORK					
	Providing services of sweeping such as removal of chockage of trap, toilet, etc.by deploying sweeper as per the requirement and directed by EIC with tools and tackles. (1 sweeper)	Per day	45			
4	MASONARY WORK					
	Repair and maintenance of jobs related to mason by deploying a team of one mason & two helper as per the requirement and directed by EIC with tools and tackles etc. (team	Per day per team	75.00			

	of 1mason and 2 helpers)					
5	WELDING WORK					
	Repair and maintenance of steel work by deploying welder & helper with electric welding machine as per requirement & directed by EIC and with tools and tackles, etc. (team of 1 welder and 1 helper)	Per day per team	15.00			
6	Providing services of manpower (8 hrs. per day) with required tools and tackles for carrying out assigned work.					
(b)	Unskilled manpower	No.	500.00			
	SUB HEAD B- EARTHWORK, ROAD WORK ETC.					
1	Earth working in foundations, trenches or drain, etc. up to 2.0m depth including disposal of excavated earth within township as directed by EIC with all lead & lift					
	All kinds of soil	Cum	50.00			
2	Filling available / excavated earth/fine sand/coarse sand/stone aggregate (excluding rock) in trenches, plinth sides of foundation, etc in layers not exceeding 15 cm in depth, consolidating each deposited layer by ramming and watering, lead up to 90M and with 2.0 mtr lift.	Cum	50.00			
3	Earthwork in filling with approved material obtained from borrow pits with all lifts & leads, transporting to site, spreading, grading to required slope and mechanically compacted to the satisfaction of EIC including cost of testing of materials at site and laboratory.					
(a)	From private land	Cum	500.00			

4	Construction of granular sub-base by providing close graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC and compacting with vibratory roller to achieve the desired density complete to the satisfaction of EIC.					
(a)	for grading-II material	Cum	15.00			
5	FILLING POT HOLES AND PATCH REPAIRS WITH OPEN-GRADED PREMIX SURFACING, 20 mm					
	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat of bitumen emulsion on the sides and base of excavation, backfilling the potholes with hot bituminous material with paving bitumen 60/70 compacting, trimming and finishing the surface to form a smooth continuous surface					
a)	With Bitumen emulsion CSS-1h as Tack Coat	M ²	100.00			
6	Surface dressing of the ground i/c removing vegetation, grass and inequalities up to 15cm average deep and disposal of rubbish within township as directed by EIC with all lead & lift					
a)	All kinds of soil	Sqm.	800.00			
7	Supply and stacking of coarse sand at site with all royalty, carriage, etc.	Cum	10.00			
8	Supply of cement at site with all township as directed by EIC with all lead & lift etc.	BAG 50 KG	50.00			
9	Supply and stacking of bricks of First class burnt clay bricks with all royalty, carriage, etc. complete	PER 1000 Nos.	4.00			

10	Supply of white cement as per direction of EIC	BAG 50 KG	3.00			
	SUB HEAD C- CONCRETE WORK, BRICK WORK ETC.					
1	Providing & laying plain/reinforced cement concrete as directed and specified including dewatering if necessary and curing complete, etc, excluding the cost of reinforcement, centering and shuttering.					
a)	Concrete of mix 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40mm nominal size).	M ³	15.00			
b)	Concrete of mix 1:2:4 (1 cement: 2 coarse sand: 4 graded stone Aggregate 20 mm nominal size)	M ³	20.00			
c)	Concrete of grade M20 or mix 1:1.5:3 (1 cement: 1.5 coarse sand: 3 graded stone Aggregate 20 mm nominal size)	M ³	10.00			
2	Providing form work of ordinary timber planking so as to give a rough finish including centering, shuttering, strutting and propping etc., height of propping and centering below supporting floor to ceiling not exceeding 4.0 M and removal of the same in all types of cement concrete and RCC work at all levels and surfaces.					
(a)	Using 25 mm thick plank.	M ²	20.00			
3	Supplying, fitting & fixing in position reinforcement bars conforming to relevant I.S Code for R.C.C. work/R.B. walling including straightening, cleaning, cutting and bending to proper shapes and length as per details, supplying & binding with 20G annealed black wire and placing in position with proper blocks, supports, chairs, spacers etc. complete at all levels.					
a)	ISI marked super ductile TMT Bar (Fe 500)	Qtl.	5.00			

4	Demolishing cement concrete works including disposal of debris as directed at all levels					
(a)	Plain Cement Concrete	M ³	2.00			
(b)	Reinforced Cement Concrete including stacking of steel bars.	M ³	8.00			
5	Providing and fixing of pre-cast reinforced cement concrete slab, beam, etc. in 1:1.5:3 (1 cement : 1.5 Coarse sand : 3 graded stone aggregate 20mm nominal size) including the cost of required centering, shuttering ,complete but excluding the cost of reinforcement.	M ³	6.00			
6	Providing brick soling in foundation and under floor with stone/best quality picked jhama brick, sand packed and laid to level and in panel after preparing the subgrade as directed including all labour and materials and if necessary dewatering complete.					
a)	Brick on flat soling	M ²	25.00			
7	Brickwork in cement mortar in proportion 1:4 with 1st class brick including racking out joints and dewatering if necessary and curing complete as directed at all levels.	M ³	30.00			
8	Half brick work at any level with 1st class bricks in cement mortar 1:4(1 cement :4 coarse sand).	M ²	50.00			
9	Stone masonry work in retaining wall, boundary wall, foundation, steps, plinth etc. in cement mortar in prop. 1:6 with levelling course of 1:6:12 with both faces hammer dressed including bonding, providing face stone, through stone and centering including racking of joints, curing and supplying and all carriage of stone as directed including payment of forest royalty and sales tax and carriage.					

a)	Random Rubble Masonary.	M ³	2.00			
10	Supply of whole length 'Bholuka' bamboo at site including carriage.	Nos.	20.00			
SUB HEAD D- FINISHING WORK						
1	10 mm thick cement plaster in single coat on brick/concrete walls at all levels including arises, internal rounded angles finished even and smooth including curing complete as directed					
a)	In cement mortar 1:4	M ²	25.00			
2	15 mm thick cement plaster in single coat on brick/concrete walls at all levels including arises, internal rounded angles finished even and smooth including curing complete as directed					
a)	In cement mortar 1:4	M ²	25.00			
3	12 mm cement plaster finished with a floating coat of neat cement including rounding of junctions where required of mix :					
	1:4 (1 cement : 4 fine coarse sand)	M ²	25.00			
4	Providing two coats of wall putty on walls etc. as specified and directed.	M ²	50.00			
5	Distempering with dry distemper of approved brand and manufacture and of required shade to give an even shade i/c necessary surface preparation.					
a)	On old work (One ore more coat)	M ²	100.00			
b)	On new work (two or more coats)	M ²	50.00			

6	Applying one coat of cement primer of approved brand and manufacture on new wall surface after throughly brooming the surfaces free from mortar droppings etc. including preparing the surface even and sand papered smooth.	M ²	50.00			
7	Finishing walls with water proofing cement paint of approved brand and manufacture and of required shade to give an even shade.					
a)	On old work (one or more coats) including priming coat.	M ²	50.00			
b)	On new work (two or more coats)	M ²	50.00			
8	Removing old paint (enamel/aluminium/bituminous) from steel and other metal surface and making the surface even with paint remover.	M ²	50.00			
8	Painting with synthetic enamel paint of approved brand and manufacture and of required shade to give an even shade for wood/ steel work i/c necessary surface preparation.					
a)	On old work (one or more coats)	M ²	75.00			
9	Painting two coats (excluding priming coat) on new steel and other metal surface with enamel paint of approved brand and manufacture to give an even shade including cleaning the surface of all dirt, dust and other foreign matter.	M ²	25.00			
10	Painting two coats (excluding priming coat) on new steel and other metal surface with aluminium paint of approved brand and manufacture(Asian Paint/Berger Paint/ICI Paint/J&N Paint/Nerolac) and brushing to give an even shade including cleaning the surface of all dirt, dust and other foreign matter.					

(a)	Surfaces upto 100 mm in width or girth.	RM	3000.00			
(b)	Surfaces over 100 mm in width or girth.	M ²	100.00			
11	Applying priming coat on new wood surface with ready mixed paint (pink)after and including preparing the surface by thoroughly cleaning oil, grease,dirt and other foreign matter, sand papering and knotting.					
(a)	Surfaces up to 100 mm in width/girth	RM	50.00			
(b)	Surfaces over 100 mm in width/girth	M ²	50.00			
12	Applying primary coat over new steel and other metal surface after preparing the surface by thoroughly cleaning oil, grease,dirt and other foreign matter and scoured with wire brushes,fine steels, wood scrapers and sand paper.					
(a)	With ready mixed "red-lead/red oxide" primer	M ²	50.00			
13	Distempering with OBD/ acrylic washable distemper (ready made) of approved manufacturer and of required shade and colour complete, as per manufacturer's specification.					
a)	One or more coats on old work after thoroughly brooming the surface free from dirt, loose scales etc. including preparing the surface even and sandpapered smooth.	M ²	250.00			
b)	Two or more coats on new work after thoroughly brooming the surface free from dirt, loose scales etc. including preparing the surface even and sandpapered smooth.	M ²	100.00			
14	Interior wall painting with metallic texture paint of Berger or equivalent make as per manufacturers specifications and as directed by EIC.	M ²	400.00			

15	Lettering as specified at all levels with synthetic enamel paint (one or more coats) for signage in Hindi/English/Assamese complete including scaffolding & accessories to the satisfaction of EIC.	Letter	50.00			
SUB HEAD- E: FLOORING, PATHWAYS ETC.						
1	25 mm thick cement concrete topping 1:2:4 (1 cement: 2 coarse sand: 4 coarse aggregate of 12 mm nominal size) finished with a floating coat of neat cement finish (base concrete to be measured and paid separately) to be laid in panels including curing complete as directed.	M ²	15.00			
2	Providing & laying 60mm thick factory made cement concrete interlocking paver block of M-30 grade made by block making machine with strong vibratory compaction, of approved size, design & shape, laid in required colour & pattern over and including 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer In-Charge.	M ²	100.00			
3	Providing and laying ceramic glazed tiles 300x300mm of thickness not less than 8 mm of 1st quality conforming to IS: 13755 of NITCO or equivalent make in all colours , shades laid on avg. 20mm thick cement mortar 1:4 (1 cement: 4 Coarse sand) including pointing the joints with white cement and matching pigment etc. complete.	M ²	10.00			
4	Providing and laying polished vitrified tiles in floor/skirting etc. of approximate size 600MMX600MM of thickness not less than 18 mm in all colours and shades of "MARBITO" make or equivalent . Tiles to be fixed over 15 mm thick base of cement mortar in proportion 1:3 (1 cement : 3 coarse sand).	M ²	30.00			

5	Providing and fixing granite slab of thickness 18 mm mirror polished, machine cut of required size of approved shade, colour and texture laid over 15mm thick base cement mortar 1:3 (1 cement : 3 coarse sand) with joints treated with white cement mixed with matching pigment including rubbing, curing etc. complete at all levels including moulding wherever required.	M ²	5.00			
6	Supplying, laying & fixing of kerb stone of size 300mm x 300mm x 150mm to be laid over a layer of sand and joints to be filled with cement mortar and coloured pigment etc. including cutting the kerb stone to required size & shape, laying & finishing with proper grade/slope where necessary complete in all respect. The rate includes cost of cement mortar including cement, tools, plants, lead & lift, labourers complete at all levels as directed by EIC.	RM	25.00			
SUB HEAD F- ROOFING & STEEL WORK						
1	Providing corrugated galvanised iron sheet roofing of TATA/JINDAL/SAIL including fitting & fixing necessary galvanised J or L hooks, bolts and nuts.					
(a)	0.60 mm thick	M ²	4.00			
2	Providing galvanised iron ridging of TATA/JINDAL/SAIL including supplying and fixing necessary galvanised screws/washers etc. complete as directed.					
(a)	0.60 mm thick	RM	10.00			
	Providing Pre-Painted Galvalume Sheet Roofing (PPGL) of approved brand at all levels including fitting & fixing self drilling, self tapping screws	M ²	5.00			

	complete as specified and directed.					
(a)	0.60 mm thick					
3	Providing Pre Painted Galvalume Sheet(PPGL) accessories(Ridges/Valley/Gutter/Flashing) of approved brand at all levels including fitting & fixing self drilling, self tapping screws complete.					
(a)	0.60 mm thick	RM	10.00			
4	Providing corrugated 1.2mm thick fibre sheet roofing including fitting & fixing complete with necessary galvanised J or L hooks, bolts and nuts , washers etc. as specified and directed by EIC.	M ²	10.00			
5	Steel work welded in single sections including cutting, hoisting and fixing in positions and applying priming coat of red-lead paint including drilling holes, supplying, fitting and fixing with bolts and nuts or welding, if necessary as directed.					
(a)	In beams and joists fitted independently without connecting plates.	Qtl.	1.00			
(b)	In M.S. Flats up to 25 mm thickness	Qtl.	2.00			
©	In M.S. plates, angles, channels, etc. of all sizes.	Qtl.	4.00			
6	Providing, fitting & fixing M.S Grill of required pattern for windows/clerestory windows/opening with M.S. flats at required spacing in steel frames/brickwork/PCC/RCC with all fittings & fixtures	Kg	100.00			
7	Providing, fitting & fixing M.S Grating of required size & pattern for surface drain cover with M.S Flats at required spacing in M.S angle all round with lifting arrangement. The work shall be finished with two or	RM	20.00			

	more coats of enamel paint of approved make over a coat of steel primer.					
8	Providing and fixing rolling shutters of approved make made of 80mm wide M.S Laths interlocked together through their entire length and jointed together at the ends by end locks mounted on specially designed pipe shaft with bracket plates, guide channels and arrangements for inside and outside locking with push-pull operation complete including cost of wire, spring and hood cover for the shutters.	M ²	4.00			
9	Providing and fixing in position collapsible M.S shutters with vertical channels 20mm x 10mm x 2mm braced with flat iron diagonals 20mm x 5mm size with top and bottom rails of T-iron 40mm x 40mm x 6 mm with 25mm dia steel pulleys complete with bolts and nuts, locking arrangements, stoppers, handles including applying a priming coat of red lead paint.	M ²	4.00			
SUB HEAD G- WOOD WORK, PVC & ALUMINIUM WORK						
1	Supply, fitting & fixing of 6mm thick plywood.	M ²	25.00			
2	Supply, fitting & fixing of 12mm thick plyboard of medium density.	M ²	5.00			
3	Supply of float glass panes with special metal sachputty and glazing clip in steel window/doors/celestory windows including necessary cutting to required size for all floors.					
(a)	Float Glass panes 4mm thick	M ²	5.00			
(b)	Glass panes 5.0 mm thick.	M ²	5.00			

(c)	Frosted glass panes 4 mm thick	M ²	5.00			
4	Supply & fixing of GI wire mesh of average width of aperture 1.4 mm and nominal dia of wire 0.63mm of approved quality to wooden frame/shutter with necessary screw/nails etc.	M ²	5.00			
5	Providing, fitting & fixing wire guage shutters using galvanised M.S. wire of I.S. designation 85 G with wire of diameter 0.56 mm for doors, windows and celestory windows including oxidised M.S butt hinges (100 mm x 58mm x 1.90 mm)					
a)	With 1st class wood (40mm thick)	M ²	4.00			
6	Providing, fitting & fixing 35 mm thick ISI marked factory made flush door shutters having core & cross bands fabricated from seasoned 1st class timber, 25 mm core battens, 2.5 mm to 3.5 mm uniformly thick cross bands, styles & rails made from hardwood timber of width not less than 50 mm, fixed to the door frames (chowkath) with necessary hinges, screws, bolts etc. as specified and directed at all levels (Door fixtures and fittings to be measured and paid separately)	M ²	4.00			
7	Supply of aluminium tower bolts anodized transparent or dyed to required colour or shade with necessary screws etc.					
(a)	250x12 mm	No.	25.00			
©	150x10 mm	No.	25.00			
8	Supply aluminium aldrop/ sliding door bolt anodized transparent or dyed to required colour shade with nuts and screws etc. complete.					
	up to 250x16 mm	No.	5.00			

9	Supply of aluminium handles anodized transparent or dyed to required shade or colour with necessary screws etc. complete.					
(b)	100 mm	No.	25.00			
10	Supplying, fitting & fixing of aluminium hydraulic door closer with necessary accessories, screws etc. complete.	No.	4.00			
11	Supplying, fitting & fixing of aluminium door stopper with rubber stopper.	No.	10.00			
12	Supplying, fitting & fixing of aluminium mortice lock vertical type 75mm with handle & necessary accessories, screws etc. complete.	Set	4.00			
13	Supplying, fitting & fixing of aluminium mortice cylindrical lock with necessary accessories, screws etc. complete.	No.	2.00			
14	Supplying, fitting & fixing of vertical blinds on windows complete as specified and directed by EIC	M ²	4.00			
15	Providing, fitting & fixing hydraulic floor spring of heavy weight as specified and directed by EIC.	No.	2.00			
16	Providing and fixing in position suspended false ceiling using E-Grid tiles of grid size 600mm x 600mm complete with necessary fittings & fixtures.	M ²	10.00			
17	Providing, fitting & fixing anodised aluminium hollow section with pre-laminated particle board as specified for aluminium frame partition wall with a maximum spacing of frame 1.20 m for horizontal/vertical member including aluminium cleat directed at all levels.	M ²	4.00			
18	Providing, fitting & fixing 24 mm thick polymer reinforced moulded PVC door shutters fixed to the chowkath with necessary hinges, screws, bolts etc. as specified and directed at all levels (Door fixtures and fittings to be measured and paid separately.)	M ²	4.00			

	SUB HEAD H- SANITARY, DRAINAGE & WATER SUPPLY WORK ETC.					
1	Providing, fitting & fixing vitreous water closet squatting pan (Indian type W.C Orissa pattern) of approved make and size complete with PVC flushing cistern					
(a)	White	No.	1.00			
2	Providing, fitting & fixing European type water closet of Parryware/Hindware make complete with seat, lid & flushing cistern including fittings & accessories.					
(a)	White	No.	1.00			
3	Providing, fitting & fixing of vitreous China wash basin of Parryware/Hindware make complete with all fittings & accessories.					
(a)	White wash basin of size 630 mmx 450 mm.	No.	2.00			
4	Providing, fitting & fixing chrome plated (CP) soap dish of Jaquar make complete as specified and directed.	Each	2.00			
5	Providing, fitting & fixing chrome plated (CP) towel rail 600 mm long of Jaquar make complete as specified and directed.	Each	2.00			
6	Providing, fitting & fixing chrome plated (C.P) towel ring of approved make complete as specified and directed.	No.	2.00			
7	Providing, fitting & fixing chrome plated (C.P.) tumbler holder of approved make complete as directed and specified.	No.	2.00			
8	Providing, fitting & fixing chrome plated (CP) toilet paper holder of approved make complete as directed and specified.	No.	2.00			
9	Providing, fitting & fixing chrome plated (CP) waste coupling (half thread HT and full thread FT) complete as directed and specified.					
(a)	32 mm (HT/FT)	No.	5.00			

(b)	40 mm (HT/FT)	No.	5.00			
10	Supplying, fitting and fixing PVC pipes of ISI approved brands including joining, fitting & fixing with clamps etc as necessary complete at all levels as directed by EIC.					
(a)	110mm dia	RM	5.00			
(b)	75 mm dia	RM	5.00			
11	Supplying, fitting and fixing PVC bends/elbow/tee/reducer of required shapes & sizes of ISI approved brands including joining, fitting & fixing complete at all levels as directed by EIC.					
(a)	110mm dia	Nos.	5.00			
(b)	75 mm dia	Nos.	5.00			
12	Tubewell boring including providing & sinking of 40 mm internal dia G.I pipes upto required depth having potable water. Rate also includes fitting and fixing strainer hand pump and other accessories as directed complete as in any soil.	RM	20.00			
13	Supplying & placing PVC overhead water tank with all accessories complete as directed by EIC.	Litre	500.00			
14	Providing & fixing SFMC Brand 3 layer fusion welded PPR pipes at all levels for hot & cold water supply including all PPR fittings & accessories as required & complete to the satisfaction of EIC.					
a)	16mm OD	RM	10.00			
b)	20mm OD	RM	10.00			
c)	25mm OD	RM	10.00			
d)	32mm OD	RM	10.00			

e)	40mm OD	RM	10.00			
f)	50mm OD	RM	2.00			
15	Supplying, fitting & fixing of following PPR fittings of pipeline connection.					
I	GATE VALVE					
a)	25mm dia	Nos.	1.00			
b)	32mm dia	Nos.	1.00			
c)	40mm dia	Nos.	1.00			
d)	50mm dia	Nos.	1.00			
II	BRASS UNION (BOTH END PPR PIPE)					
a)	25mm dia	Nos.	1.00			
b)	32mm dia	Nos.	1.00			
c)	40mm dia	Nos.	1.00			
d)	50mm dia	Nos.	1.00			
16	Providing, fitting & fixing of C.P. angle valve					
a)	Half Inch	Nos.	5.00			
17	Providing, fitting & fixing of connection pipe					
a)	Half Inch	Nos.	5.00			
18	Providing, fitting & fixing of internal fitting of flushing water cistern of all shapes & sizes.	Nos.	2.00			
19	Providing, fitting & fixing mirror of approved make complete as directed and specified.					
(a)	Size 450mm x 600 mm	No.	2.00			
20	Providing, fitting & fixing glass shelf with C.P guard rail of approved make to wall complete as specified and directed.	No.	2.00			
21	Providing, fitting & fixing C.P bottle trap for basin etc. complete as directed and specified.					

(a)	32 mm diameter.	No.	2.00			
(b)	40 mm diameter.	No.	2.00			
22	Supplying, fitting & fixing C.P bib cock 15 mm diameter of approved brand directed and specified.					
(a)	Bib cock short body	No.	5.00			
(b)	Bib cock long body	No.	5.00			
23	Supplying, fitting & fixing C.P pillar cock of 15 mm diameter of approved brand as specified and directed.	No.	5.00			
24	Supplying, fitting & fixing C.P sink cock of approved brand as specified and directed.	No.	2.00			
25	Supplying, fitting & fixing chrome plated (C.P) health faucet shower with flexible tube, wall hook & necessary accessories of approved make complete as directed	Set	4.00			
26	Supplying, fitting&fixing chrome plated (C.P) health faucet shower head only of approved make complete as directed.	No.	10.00			
27	Supplying, fitting and fixing chrome plated (C.P.) central hole basin mixer of Jaquar/Agmeco make complete as directed.	No.	1.00			
28	Supplying, fitting and fixing chrome plated (C.P.) wall mixer of Jaquar/Agmeco make complete as directed.	No.	1.00			
29	Supplying, fitting and fixing chrome plated (C.P.) adjustable overhead shower with arm & wall flange of approved make complete as directed.	Set	2.00			
30	Supplying, fitting and fixing chrome plated (C.P.) adjustable shower rose of Jaquar/Agmeco make complete as directed.	No.	2.00			
31	Supplying, fitting & fixing CPVC pipes including all CPVC plain & brass threaded fitting & fixtures, clamps etc. Rate also includes jointing of pipes & fittings with CPVC solvent					

	cement and testing of joints complete at all level as directed & specified.					
a)	20mm OD	RM	5.00			
b)	25mm OD	RM	5.00			
32	Supplying, fitting & fixing of G.I nipple as directed & specified.					
a)	15mm	No.	2.00			
b)	20mm	No.	2.00			
c)	25mm	No.	2.00			
33	Supply, fitting & fixing of seat cover of European type WC complete as directed and specified.	No.	5.00			
34	Clearing of service septic tank and removing the night soil and debris etc. by manually from the tank/chamber to a distant place by balling out the deposited night soil, burried the same in nearby trenches/pit which is digged earlier and covered the same.					
a)	Considering 1 No. of septic tank for 50 users.	Each	4.00			
35	Cleaning & clearing the inspection chamber manually which is partly filled with night soil connected to septic tank, soak pit with both side soil pipe as directed.	Each	4.00			
36	Cleaning of overhead water tank of capacity 22000 Litres at Bachelor's Hostel I ,BCPL Township including manpower and materials.	Service	4.00			
37	Cleaning of overhead water tanks of total capacity 15000 Litres at Bachelor's Hostel I , BCPL Township including manpower and materials.	Service	4.00			
38	Cleaning of overhead water tanks of total capacity 33000 Litres at CISF Township including manpower and materials.	Service	4.00			

39	Supply and operation of JCB for desilting , excavation, drain cleaning , dressing and other misc. works on hourly basis including the cost of fuel, operator, helper etc. as per requirement of BCPL and instruction of EIC.	Per Hour	6.00			
GRAND TOTAL (₹.)						

Total Amount in Figures =

Total Amount in Words =