



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

TENDER NO.: BCPL/DIB/C&P/SER/20140158/SD

FOR

**NAME OF : SUPPLY, FABRICATION AND PLACING OF IRON GRATING OVER
WORK DRAINS AT BCPL-TOWNSHIP**

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

CUT-OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN

NAME OF WORK: SUPPLY, FABRICATION AND PLACING OF IRON GRATING
OVER DRAINS AT BCPL-TOWNSHIP

TENDER NO. : BCPL/DIB/C&P/SER/20140158/SD

SUBMISSION DUE DATE: 16/12/2014 at 1430 Hrs.
& TIME

FROM:

TO:

Name:
Address:

DY. GENERAL MANAGER (C&P)
ADMINISTRATIVE BUILDING
BCPL PROJECT SITE, LEPETKATA
DIBRUGARH-786006
ASSAM

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

MASTER INDEX

S.N. DESCRIPTIONS

1. CUT – OUT SLIP

VOLUME – 1 (COMMERCIAL PART)

2. MASTER INDEX
3. REQUEST FOR QUOTATION
4. EXHIBIT 'A' AND CHECK LIST FOR SUBMISSION OF DOCUMENT
5. EXHIBIT 'B': ACKNOWLEDGEMENT CUM CONSENT LETTER
6. INSTRUCTIONS TO BIDDERS
7. SPECIAL CONDITIONS OF CONTRACT- PART-A
8. FORMAT OF NO DEVIATION CONFIRMATION
9. CONTRACTOR'S SAFETY RECORD IN LAST ASSIGNED JOB
10. SPECIAL CONDITIONS OF CONTRACT- PART-B
11. SCHEDULE OF RATES
12. GENERAL CONDITIONS OF CONTRACT

ENCLOSED EXTRA

PART - I

REQUEST FOR QUOTATION (RFQ)

(Tender no.) BCPL/DIB/C&P/SER/20140158/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	:	SUPPLY, FABRICATION AND PLACING OF IRON GRATING OVER DRAINS AT BCPL-TOWNSHIP
B)	CONTRACT PERIOD	:	03 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	:	Rs. 90,000/- (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 05/12/2014, at ADMINISTRATIVE BUILDING BCPL office at Dibrugarh.
G)	DATE & TIME FOR RECEIPT OF BID	:	16/12/2014 up to 14.30 Hrs.
H)	DATE & TIME FOR OPENING OF BID	:	16/12/2014 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 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.gailtenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal, bidders and desirous to

- In case the bidder is executing a rate / maintenance contract which is still running and the contract value / quantity executed till due date of submission is equal to or more than the minimum prescribed value / quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate to this effect issued by end user / owner.
- Along with techno-commercial bid, the bidder must submit the proof of experience by providing the copy of work order and its completion/execution certificates issued by end user. The completion certificate must contain the reference of work order no., completed / executed value and actual date of completion of work (if order is completed).
- A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs completed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job completed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.
- *However bids of Joint venture / consortium are not acceptable.*

(Bidder to submit all documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) (i.e., Work order & completion / execution certificate) duly attested by Gazetted Officer / Notarized towards the proof of meeting the Bid Evaluation Criteria.)

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/ 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".**

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:

- i) Bidder should have successfully completed a single civil / structural contract of value not less than Rs. 18.50 lakh (Rs. EIGHTEEN LAKH FIFTY THOUSAND ONLY) during the previous seven years to be reckoned from the due date of submission.

The bidders are required to submit the copies of work orders and it's completion/ execution certificate from the client in support of meeting the experience criteria. The documents must clearly indicate the following:

- a) Reference to relevant work order.
- b) Actual value of executed work.
- c) Actual date of completion.

In case of Sub-contractor, bidder shall be required to furnish the following attested/ notarized documents in support of meeting the above "Experience Criteria."

- A) Copy of work order mentioning detailed scope of work along with SOR issued by main contractor.
- B) Copies of Completion Certificate from the end User / Owner and also from the main contractor. The Completion Certificates shall have details like work order no. / date, brief scope of work, ordered & executed value of the job, completion date etc.

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.

ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between SOR, RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts & General conditions of contracts the following shall prevail to the extent of such irreconcilable conflict in the order of precedence:

- a) SOR
- b) RFQ Covering Letter
- c) Instruction to Bidders
- d) Special conditions of contracts (Part B)
- e) Special conditions of contracts (Part A)
- f) General conditions of contracts

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

Thanking you,



SAMRAT DUTTA
DY. MANAGER (CONTRACTS & PROCUREMENT)
For BRAHMAPUTRA CRACKER & POLYMER LIMITED,
sdutta@bcplindia.co.in
0373-2914635/11

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.

EXHIBIT 'A'

CONFIRMATION OF BIDDERS FOR MEETING BEC AND OTHER REQUIREMENTS OF TENDER

NAME OF WORK	:	SUPPLY, FABRICATION AND PLACING OF IRON GRATING OVER DRAINS AT BCPL-TOWNSHIP
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TENDER NO: BCPL/DIB/C&P/SER/20140158/SD

SN	TENDER REQUIREMENT	BIDDER'S REPLY / CONFIRMATION
1	Bidder should have successfully completed a single civil / structural contract of value not less than Rs. 18.50 lakh (Rs. EIGHTEEN LAKH FIFTY THOUSAND ONLY) during the previous seven years to be reckoned from the due date of submission. The bidders are required to submit the copies of work orders and it's completion/execution certificate from the client in support of meeting the experience criteria. The documents must clearly indicate the following: a) Reference to relevant work order. b) Actual value of executed work. c) Actual date of completion. In case of Sub-contractor, bidder shall be required to furnish the following attested/ notarized documents in support of meeting the above "Experience Criteria." *Copy of work order mentioning detailed scope of work along with SOR issued by main contractor. *Copies of Completion Certificate from the end User / Owner and also from the main contractor. The Completion Certificates shall have details like work order no. / date, brief scope of work, ordered & executed value of the job, completion date etc.	Reference of attested copies of documents furnished: 1. 2.

- In case the bidder is executing a rate / maintenance contract which is still running and the contract value / quantity executed till due date of submission is equal to or more than the minimum prescribed value / quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate to this effect issued by end user / owner.
- Along with techno-commercial bid, the bidder must submit the proof of experience by providing the copy of work order and its completion/execution certificates issued by end user. The completion certificate must contain the reference of work order no., completed / executed value and actual date of completion of work (if order is completed).
- A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs completed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job completed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.
- *However bids of Joint venture / consortium are not acceptable.*

(Bidder to submit all documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) (i.e., Work order & completion / execution certificate) duly attested by Gazetted Officer / Notarized towards the proof of meeting the Bid

	Evaluation Criteria.)	
2	Affidavit duly notarized, as per clause no. 38.2 of Special conditions of Contract Part-A	Reference of document furnished
3	Power of Attorney in favour of person who has signed the offer in stamp paper of appropriate	Reference of document furnished
4	An undertaking by the bidders (who quotes by down loading the tender from web site) as instructed in the Page no.6 of RFQ.	Reference of document furnished 1.
5	Attested copy of PAN Card	
6	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.	

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.	ORIGINAL BIDDING DOCUMENT ALONG WITH BLANK (UN-PRICED) COPY (2 NOS) OF PRICE BID (SCHEDULE OF RATES) AND ADDENDUM, IF ANY.	
07.	NO DEVIATION CONFIRMATION IN THE PROFORMA ENCLOSED.	
08.	AFFIDAVIT DULY NOTARIZED, AS PER CLAUSE NO. 38.2 OF SPECIAL CONDITIONS OF CONTRACT PART – A.	
09.	ALL PAGES / DOCUMENTS ARE STAMPED AND SIGNED BY THE AUTHORIZED SIGNATORY OF THE BIDDER TOWARDS ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER.	
10.	COPY OF PAN CARD DULY ATTESTED.	
11.	VAT RESISTRATION CERTIFICATE.	
12.	BREAK-UP OF SERVICE TAX IN % AS PAYABLE BY SERVICE PROVIDER AND BY THE SERVICE RECEIPT, AS PER THE REVERSE CHARGE RULE SERVICE TAX	SERVICE PROVIDER _____ % SERVICE RECEIPT _____ %

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,
Dy. Manager (C&P)
ADMINISTRATIVE BUILDING
BCPL Project Site
Lepetkata-786006
Dibrugarh, Assam

SUBJECT: TENDER NO.: BCPL/DIB/C&P/SER/20140158/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: SUPPLY, FABRICATION AND PLACING OF IRON GRATING OVER DRAINS AT
BCPL-TOWNSHIP**

(TENDER NO. BCPL/DIB/C&P/SER/20140158/SD)

Table of Contents

A. General

1. Scope of Bid
2. Eligible Bidders
3. Bid Evaluation Criteria
4. One Bid per Bidder
5. Cost of Bidding
6. Site Visit
7. Service Tax
- 7.1 AHR items
- 7.2 Income Tax
- 7.3 Road permit

B. Bidding Documents

8. Content of Bidding Documents
9. Clarification of Bidding Documents
10. Amendment of Bidding Documents

C. Preparation of Bids

11. Language of Bid
12. Documents Comprising the Bid
13. Bid Prices
14. Bid Currencies
15. Bid Validity
16. Bid Security
17. Pre-Bid Meeting
18. Format and Signing of Bid
19. Zero Deviation
20. E-Payment
21. Agent/Consultant/Representative/Retainer Associate

D. Submission of Bids

22. Sealing and Marking of Bids
23. Deadline for Submission of Bids
24. Late Bids
25. Modification and Withdrawal of Bids

E. Bid Opening and Evaluation

26. Bid Opening
27. Process to be Confidential
28. Contacting the Employer
29. Examination of bids and Determination of Responsiveness
30. Correction of Errors
31. Conversion to Single Currency for Comparison of Bids
32. Evaluation and Comparison of Bids
33. Preference for Domestic bidders
34. Purchase Preference

35. Compensation for Extended Stay

F. Award of Contract

36. Award

37. Employer's Right to Accept any bid and to Reject any or all Bids

38. Notification of Award

39. Signing of Agreement

40. Contract Performance Security

41. Corrupt or Fraudulent Practices

42. Misc.

A. GENERAL

1. SCOPE OF BID

1.1 The Employer, as defined in the General Conditions of Contract, hereinafter "the Employer", Bid wishes to receive bids for the Services as described in Section IV, Special Conditions of Contract, hereinafter referred to as "the Services".

1.2 The successful bidder will be expected to complete the Works within the period stated in Special Conditions of Contract.

1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/ tendered", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS

2.1 This invitation for bid is open to any bidder.

2.2 A bidder shall not be affiliated with a firm or entity

(i) that has provided consulting services related to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or

(ii) that has been hired (or is proposed to be hired) by the Employer as Engineer/Consultant for the contract.

2.3 The bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.

2.4 The bidder is not put on holiday by BCPL, GAIL or black listed by any Government Department /Public Sector.

3. BID EVALUATION CRITERIA

Please refer clause mentioned in RFQ.

4. ONE BID PER BIDDER

4.1 A bidder who submits or participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

5. COST OF BIDDING

5.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and PURCHASER (BCPL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. SITE VISIT

6.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

6.3 The Employer may conduct a Site visit concurrently with the pre-bid meeting.

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.

The reimbursement of Service Tax & Cess will be again subject to reverse charge mechanism of amended Service Tax Rules as amended w.e.f 01.07.2012 if the bidder / Service Provider.

CENVAT CREDIT

(i) Bidders shall provide required documents for availing Cenvat Credit applicable on Service Tax as per prevailing rules.

(ii) If bidder is not a manufacturer, then if awarded, the bidder shall arrange documents so that CENVAT benefit towards supply of material is availed by BCPL. In such cases, material (as defined in SCC, if any) shall be consigned directly to BCPL.

(iii) For the tendered service, BCPL is entitled to avail the cenvat credit of service tax. Hence, owner (BCPL) will reimburse the service tax to the contractor at actual against the submission of cenvatable service issued in accordance with the service tax rule as owner (BCPL) to claim cenvat credit.

INCOME TAX & OTHER TAXES:

Income tax deduction shall be made from all payments of the contractor as per rules and regulation in force in accordance with the income tax act prevailing from time to time. Further, WCT if applicable shall be deducted. Labor cess @1% will be deducted under BOCWW cess act.

EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX:

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. 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.

7.1. ABNORMALLY HIGH RATES (AHR)

In items rate contract where the quoted rates for the items exceed 50% of the owners/estimated Items 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:

Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).

In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 15% to cover contractor's supervision profit, overhead & other expenses.

7.2. Income Tax deduction shall be made from all payments of the contractor as per rules and Tax regulation in force in accordance with the Income Tax Act prevailing from time to time.

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

8.1 The bidding documents are those stated below and should be read in conjunction with any addenda issued in accordance with ITB Clause 10.

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

8.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Request for quotation (RFQ) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.

9. CLARIFICATION OF BIDDING DOCUMENT

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. AMENDMENT OF BIDDING DOCUMENT

10.1 At any time prior to the bid due date, BCPL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.

10.2 The amendment will be notified to all prospective bidders through proper medium and will be binding on them.

10.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, BCPL may, at its discretion, extend the bid due date.

C. PREPARATION OF BIDS

11. LANGUAGE OF BID

11.1 The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by bidder and BCPL shall be written in English language. Any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation duly authenticated by the chamber of commerce of Bidders country, in which case, for the purpose of interpretation of the bid, the ENGLISH.

12. DOCUMENTS COMPRISING THE BID

(a) The bid prepared by the bidder shall comprise the following components:

(b) Envelope-I: Super scribing Techno-Commercial Un priced Bids (PART-I)

Part-I: Techno-commercial/Un-priced Bid, Original EMD and shall contain all the documents as per the RFQ.

Note: All pages of the bid to be signed and sealed by authorized person of the bidder.

12.1 Envelope II: Super scribing "Price Bid- Not to Open with Techno- Commercial Un priced Bid" - PART-II
Part-II price Bid

(i) Part-II shall contain one original and one copy of Schedule of Rates duly filled in, in separate sealed envelopes duly signed and stamped on each page super scribing on the sealed envelope "Price - Do Not Open". In case of any correction, the bidders shall put his signature and his stamp.

13. BID PRICES

13.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Document, based on the unit rates and prices submitted by the Bidder and accepted by the EMPLOYER.

13.2 Prices must be filled in format for 'Schedule of Rates' enclosed as part Bidding Document. If quoted in separate typed sheets and any variation in description, unit or quantity is noticed; the bid is liable to be rejected.

13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works 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 prices quoted shall be deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.

13.4 All duties and taxes including excluding Service tax payable by the Contractor under the Contract, or for any other cause, shall. Be included in the rates and prices and the total bid price submitted by the bidder.

13.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.

13.6 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words.

13.7 Alternative bids shall not be considered.

13.8 Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

14. BID CURRENCIES

14.1 Indian Bidders has to submit bid in Indian Rupees only.

15. BID VALIDITY

15.1 Bids shall be kept valid for 04 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

16. BID SECURITY

16.1 Pursuant to Clause-12, the bidder shall furnish, as part of his bid, bid security in the amount specified in Request of Quotation (RFQ).

16.2 The bid security is required to protect BCPL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause- 16.7

16.3 BCPL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

In case Bid Security is in the form of a Bank Guarantee or irrevocable Letter of Credit, the same shall be 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 case of Indian bidder and from any reputed

International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. Bid Security shall be valid for two months beyond the validity of the Bid.

16.4 Any bid not secured in accordance with Clause-16.1 and 16.3 may be rejected by BCPL as non-responsive.

16.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity prescribed by BCPL.

16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.

16.7 The bid security may be forfeited:

a) If a bidder withdraws his bid during the period of bid validity.

b) in the case of a successful bidder, if the bidder fails:

i) to accept the Notification of Award/Fax of Intent (FOI) or

ii) to furnish Contract Performance Security in accordance with Clause-40.

iii) to accept arithmetical corrections.

16.8 The Bid security shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date.

16.9 For Indian Bidders: Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items/services they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

17. PRE-BID MEETING

17.1 The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.

17.2 The bidder is requested to submit their queries of tender document through e-mail/ courier so as to reach BCPL on or before the Pre-bid meeting date. These questions shall be replied during the Pre-bid meeting.

17.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

If the pre bid meeting date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

18. FORMAT AND SIGNING OF BID

18.1 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for un-amended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

18.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

19. ZERO DEVIATION

19.1 Bidders to note that this is a zero deviation tender. BCPL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that **no** technical and commercial clarifications will be sought for after the receipt of the bids.

19.2 Notwithstanding to the above, bids with deviation(s) to the following bid conditions shall be summarily rejected without any post bid reference to the bidders.

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

19.2.8 Price Reduction Schedule/ Compensation for Delay/ Demurrages/Penalty

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

19.2.14 Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid

19.3 In case Bidder stipulate deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidders to make good such deficiency

20. E-PAYMENT

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. SEALING AND MARKING OF BIDS

22.1 Bid shall be submitted in the following manner in separately sealed envelopes duly super scribed as below:

Part I - Techno-commercial/un-priced Bid, EMD/Bid Security

Part II - Priced Bid

22.2 Part 'I' shall contain original of UNPRICED BID complete with all technical and commercial details other than price (with prices blanked out) & BID SECURITY in original .

22.3 Part 'II' PRICED BID shall be submitted in one original duly filled in Price schedule sealed in a separate envelope duly pasted with the corresponding cut-out slip enclosed.

22.4 The two envelopes containing PART 'I', PART 'II' should be enclosed in a larger envelope duly sealed and pasted with corresponding CUT OUT SLIP enclosed and also bear the name and address of The Bidder.

22.5 If the outer envelope is not sealed and pasted with the corresponding cut-out slip, BCPL will assume no responsibility for the Bid's misplacement or premature opening.

22.6 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.

23. DEADLINE FOR SUBMISSION OF BIDS

23.1 Bids must be received by BCPL at the address specified in the RFQ not later than the date and time stipulated in the RFQ.

23.2 BCPL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for submission of bids, in which case all rights and obligations of BCPL and the bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Any bid received by BCPL after the deadline for submission of bids prescribed on main body of RFQ will not be considered and returned unopened to the bidder. The bidder may modify or withdraw his bid after the bid submission but before the due date, for submission, provided that written notice of the modification/withdrawal is received by BCPL prior to the deadline for submission of bids. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

24. LATE BIDS

24.1 Any bid received by BCPL after the deadline for submission of bids prescribed on main body of RFQ will not be considered and returned unopened to the bidder.

25. MODIFICATION AND WITHDRAWAL OF BIDS

25.1 The bidder may modify or withdraw his bid after the bid submission but before the due date, for submission, provided that written notice of the modification/withdrawal is received by BCPL prior to the deadline for submission of bids.

25.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

25.3 No bid shall be modified after the deadline for submission of bids.

25.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to Sub-Clause 16.7.

25.5 In case after price bid opening the lowest evaluated bidder (L-1) is not awarded the Job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participating in re-tendering of the same job(s)/item(s).

E. BID OPENING AND EVALUATION

26. BID OPENING

26.1 Un-priced Bid Opening:

BCPL will open bids, including withdrawals and modifications made pursuant to Clause 25, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the RFQ. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid Opening:

26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized

representative to attend the opening. The bidders' representatives, who are present, shall sign a register evidencing their attendance.

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall not be opened.

26.2.3 Bids shall be evaluated on overall basis including all taxes and duties but excluding service tax. The bidders are required to provide cenvat invoice (to the extent possible) to enable BCPL to avail Cenvat benefit.

27. PROCESS TO BE CONFIDENTIAL

27.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other persons officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

28. CONTACTING THE EMPLOYER

28.1 From the time of bid opening to the time of Contract award, if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.

28.2 Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison, or Contract award decisions may result in the rejection of the bidder's bid.

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

29.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid

- (a) meets the Bid Evaluation Criteria;
- (b) has been properly signed;
- (c) is accompanied by the required securities;
- (d) is substantially responsive to the requirements of the bidding documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.

29.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the bidding documents without material deviations or reservations.

A material deviation or reservation is one

- (a) that affects in any substantial way the scope, quality, or performance of the Works;
- (b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

29.3 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

30. CORRECTION OF ERRORS / 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), 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.

31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

NOT APPLICABLE

32. EVALUATION AND COMPARISON OF BIDS

32.1 Bids shall be evaluated on overall basis including all taxes and duties but excluding service tax.

33 PREFERENCES FOR DOMESTIC BIDDERS

NOT APPLICABLE

34. PURCHASE PREFERENCE

34.1 Purchase Preference to Central Government Public Sector Undertakings shall be allowed as per government guidelines in vogue.

35. COMPENSATION FOR EXTENDED STAY

NOT APPLICABLE

F. AWARD OF CONTRACT

36. AWARD OF WORK

36.1 Subject to Clause 29, BCPL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest, is determined to be qualified to satisfactorily perform the contract.

36.2 BCPL intends to award the entire work to a single bidder on overall cost basis i.e. overall quoted amount inclusive of all taxes and duties - service tax and education cess thereon.

37. Employer's Right to Accept Any Bid and to Reject Any or All Bids

37.1 BCPL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for BCPL'S ACTION.

38. NOTIFICATION OF AWARD

38.1 Prior to the expiration of period of bid validity BCPL will notify the successful bidder in writing by fax, cable or telex to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.

38.2 Period of contract shall be counted from the date as mentioned in the LOI / Fax of Acceptance.

The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause 39 of ITB.

Upon the successful bidder's furnishing of contract performance security, pursuant to Clause 40 of ITB, BCPL will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to Clause 16 of ITB.

39. SIGNING OF AGREEMENT

39.1 BCPL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to BCPL.

39.2 The successful bidder shall be required to execute an AGREEMENT non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

40. CONTRACT PERFORMANCE SECURITY

40.1 Within 15 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 9 of Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

40.2 The Bank Guarantee/DD/Letter of Credit shall be 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. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Article-24 of General Conditions of The Contract.

40.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event BCPL may award the order to the next lowest evaluated bidder or call for new bids.

41. CORRUPT OR FRAUDULENT PRACTICES

41.1 BCPL requires that bidders/contractors observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the Employer;

a) defines, for the purposes of this provision, the terms set forth below as follows;

I. "corrupt practice" means the offering, giving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

41.2 Bidder is 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 Bids and forfeiture of Earnest Money Deposit (Bid Security).

b) In case, the information/document furnished by the vendor/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 vendor/contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

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

a) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of BCPL debarring them from future business with BCPL.

42 MISC.

A new clause in General Conditions of Contract has been appended as under:

The contractor shall obtain necessary certificate with regard to verification of character and antecedents in respect of personnel deployed or proposed to be deployed to carry out the contractual obligations and provide the copy of the said certificate for facilitating Photo Pass to enter into BCPL's premises.

Bidders if so desires, may seek in writing the reason for rejection of their bid, to which BCPL shall respond quickly.

43. ERRANT BIDDER:

In case after price bid opening the lowest evaluated bidder (L1) is not allowed the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/items(s)."

SPECIAL CONDITIONS OF THE CONTRACT

PART-A

DESCRIPTION:

NAME OF WORK: SUPPLY, FABRICATION AND PLACING OF IRON GRATING OVER DRAINS AT BCPL-TOWNSHIP

TENDER NO: BCPL/DIB/C&P/SER/20140158/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-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 5%) 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:

- (v) The name, address and registration number of the service provider
- (vi) The name and address of the recipient of the taxable service
- (vii) Description, classification and value of taxable service provided and
- (viii) 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 @ 10% 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.

12.0 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.

13.0 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

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.

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 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.

18.0 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.

19.0 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.

20.00 SCHEDULE OF RATES:

20.1 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.

20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

21.00 COMPENSATION FOR DELAY:

No compensation for extended stay is payable to contractor.

22.00 TERMINATION OF CONTRACT:

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

23.00 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 RS. 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Deputy General Manager (C&P), BCPL, DIBRUGARH, ASSAM.

24.00 SUPERVISION OF WORK:

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

25.00 CLEARANCE OF SITE:

25.1 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.

25.2 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.

25.3 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.

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.00 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.

28.0 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.

29.0 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.

30.0 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 PHOTO GATE PASS/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.

41.0 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.

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.

42.0 PRICE REDUCTION SCHEDULE:

Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

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 : _____

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 _____

SPECIAL CONDITIONS OF CONTRACT (SCC)

PART-B

NAME OF WORK: PROVIDING LAYING AND FABRICATION OF MILD STEEL GRATINGS OVER HOUSE DRAINS AND PERIPHERAL ROAD DRAINS AT BCPL TOWNSHIP, LEPETKATA, DIBRUGARH, ASSAM.

TENDER NO:

1. GENERAL:

1.0 The special conditions of contract shall be read in conjunction with general conditions of contract where the provisions of these special conditions are at variance with the provisions of the General Conditions of the contract; the provision of these special conditions shall take precedence.

1.1 ORDER OF PRECEDENCE:

In case of ambiguity in Schedule of Rates, General Conditions of Contract, Specifications, Drawings the following order of precedence will prevail –

- a) Telex/Telegram/Fax of intent, detailed letter of intent along with statement of agreed variations and its enclosures and any corrigendum/addendum.
- b) Architectural, Structural and Services drawings
- c) Price part (with brief specifications)
- d) Specifications/Special notes regarding specifications/drawings in conjunction with each other however in case of any variations of size/thickness/dimensions of members between drawings/specifications etc. then drawings shall prevail over specifications.
- e) Special/additional conditions of contract.
- f) General conditions of contract.

2. LOCATION AND SITE CONDITION:

2.1 The site of the proposed WORK at BCPL Township site is located adjacent of NH-37 (almost 15 Kms from Dibrugarh Town – towards Guwahati) in the Dibrugarh district of Assam.

2.2 The contractor shall deem to have inspected the site and thoroughly acquainted him with the site condition before submitting their tender. Non-familiarity with site condition will not be considered a reason either for extra claims or for not carrying out works in strict conformity with drawings and specifications.

3. SCOPE OF WORK:

3.1 The work involves PROVIDING LAYING AND FABRICATION OF MILD STEEL GRATINGS OVER HOUSE DRAINS AND PERIPHERAL ROAD DRAINS AT BCPL TOWNSHIP, LEPETKATA, DIBRUGARH, ASSAM, as per drawings/specifications. The job scope is inclusive of necessary foundations and all associated civil works.

3.2 The basic scheme and the key requirements are spelt out in different parts of Technical specifications and the set of drawings as annexed with the document for different building works. The contractors in their own interests are advised to make themselves aware of site conditions, actual job requirement.

3.3 Quoted rate shall be inclusive of all required labour, materials, tools and tackles, consumables etc. and item rate offers shall be quoted taking into consideration that job shall be done as per specifications/drawings and with best workmanship. Quoted rate shall also include the cost for uprooting of tree trunks, clearing of jungles/bushes for smooth start of the job.

3.4 Site clearance, jungle clearance and cutting of shrubs, trees etc.

4. SCOPE OF SUPPLY:

4.1 All materials and labours required for completion of the work are to be supplied by the contractor unless mentioned otherwise.

5. RIGHT OF EMPLOYER TO ACCEPT/REJECT ANY TENDER:

5.1 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.

6. EMPLOYER'S OBLIGATIONS:

6.1 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.

7. CONSTRUCTION WATER AND POWER:

7.1 CONTRACTORS have to arrange for themselves construction water and power for the completion of the job.

8. INFORMATION REQUIRED:

8.1 The following details are also required to be submitted along with of offer (supporting documents/certificates 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) Information regarding tenderers in the pro-forma enclosed.
- e) Details of work of similar type and magnitude carried out by the Tenderer in the pro-forma provided in the tender document.
- f) Organization chart giving details of field management at site, the tenderer for using in this work.
- g) A detail of construction plant and equipments available with the tenderer proposes to have for this job.
- h) Solvency Certificate from Schedule Bank to prove the financial ability to carry out the work tendered for.
- i) Latest Balance Sheet and Profit & Loss Account duly audited.
- j) Details of present commitment as per pro-forma enclosed to tender.

- k) Data required regarding SUB-CONTRACTOR(s) / Supplier / Manufacturers and other technical information's the tender wish to furnish.
- l) Provident Fund Registration Certificate.
- m) List showing all enclosures to tender.

9. DEVIATION IN TENDER DOCUMENTS:

9.1 The tenderers are required to quote item wise rates and 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. However, service tax (if applicable) shall be Extra at actual & same shall be applicable as reverse charge mechanism w.e.f 01/07/2012. However, no deviations on the clauses as mentioned at 6.4.4 under ITB shall be acceptable and any offer containing deviations/exceptions to those shall be rejected.

10. SCHEDULE OF RATES:

10.1 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 LUMPSUM AND 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.

11. REGISTRATION WITH PF AUTHORITIES:

11.1 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.

12. VAT REGISTRATION:

12.1 Tenderer must submit wherever necessary attested copy of registration certificate on prescribed pro-forma under the Assam VAT Act. Alternatively, tenderer must give an undertaking that they would comply with this requirement before award of work.

13. LABOUR LICENSE:

13.1 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.

14. TESTS AND INSPECTION:

- 14.1** The CONTRACTOR shall carry out the various tests as enumerated in the technical requirements annexed with this document (LIST OF MANDATORY TEST) and no separate payment shall be made unless otherwise specified in schedule of rates.
- 14.2** All the tests either on the field or at outside laboratory are concerning the execution of the work and supplies of materials if any by the contractor shall be carried out by CONTRACTOR at his own cost.

15. COMPLETION CERTIFICATE:

- 15.1** 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 and store and 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.

16. DEFECTS LIABILITY PERIOD:

- 16.1** The tenderer shall guarantee all the work (Including workmanship & materials, etc.) executed by him for a period of 12 months from the date of completion of work(s)/Part(s). If during this period any defect occur, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement may result in the forfeiture of security deposit.

However, in case of critical items, if the guarantee period is beyond defect liability period, then guarantee shall applicable for that period also.

17. TIME SCHEDULE:

Total period of CONTRACT for this work will be for **03 (THREE) MONTHS** to be reckoned from 7TH day from the date of issue of LOI/FOI. 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.

18. CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

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.

Subject to the provisions in the tender document, contractor shall deploy experienced technical personnel as under:

- 1) 1(One) no. Project Engineer having minimum 5 years (B.E) experience or 7 years (Diploma in Civil Engineering) experience.
- 2) 2(Two) nos. Supervisor having minimum 5 years of experience.

19. ESCALATION:

No Escalation shall be paid for this contract. CONTRACTORS are required to quote firm price for the work.

20. PROVIDENT FUND ACT:

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

19. PROGRESS REPORTS

The Daily, Weekly and Monthly Progress Reports should be submitted in the format as asked for by the Engineer-in-charge.

20. SUBMISSION OF PROJECT PLANNING DOCUMENT:

- The Contractor should submit a detailed construction schedule with Gantt chart representation within 7 days of the date of LOA. This schedule after approval of the Engineer in-charge and the OWNER shall be regarded as the Baseline schedule in all future references during the execution of the project.
- Resource allocation chart is to be submitted along with the Baseline Schedule.
- The status of work w. r. at the baseline schedule and the resource allocation chart for the month is to be submitted in the Monthly progress report along with a set of Site photograph reflecting the progress at site.

21. EXTRA AND SUBSTITUTED ITEM:

21.1 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) In the cases, where analogous items are not available in the SOR and cannot be derived from quoted rates, the rates for such items shall be derived on the basis of DSR 2012 plus/minus applicable premium at the time of award of work. In case the item is not available in the DSR 2012, the Contractor, within 15 days (or as agreed by the Engineer-in-charge) of receipt of order to execute such items shall submit rate analysis to the Engineer-in-Charge supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the rates for such items exist in the Contract, having regard to the cost of materials (including transportation and taxes, levies if paid), actual wages for labour and ownership & operational cost of construction equipment as per standard norms or if standard norms are not specified/available then on the basis of labour/materials/equipment actually engaged for the particular work. The standard norms specified herein shall mean those specified in CPWD rate analysis. The opinion of the Engineer in charge as to the current market rates for materials and the quantum of

labour involved per unit shall be final and binding on the contractor.

d) Applicable premium on the basis of DSR 2013 will be calculated as below:

1.0 Direct Cost as per DAR 2013(excluding CP & OH-15%, Water/Electricity charges-1%).

2.0 Variation in material cost i.e. increase or decrease in the amount in rupees to be paid on the material part of DAR 2012 (V_m) [$=X_m \times (MI-M_{10})/M_{10}$]

M_{10} = All India Wholesale price Index for "All commodities" (Base year 2004-05 = 100) as published by Office of Economic Advisor to Govt. of India, Ministry of Commerce & Industry for the month of March-2011.

MI = All India Wholesale price Index for "All commodities" (Base year 2004-05 = 100) as published by Office of Economic Advisor to Govt. of India, Ministry of Commerce & Industry for the month of award of work.

X_m = Total cost of materials (excluding sundries etc.) expressed in the direct cost of the item as mentioned above.

• Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered (V_L) [$=X_L \times (LI-L_{10})/L_{10}$]

L_{10} = Minimum labour age for constructions works in Assam (Area 'C') as circular dated 01.04.2013 (50% skilled + 50% unskilled).

LI = Minimum labour age for constructions works in Assam (Area 'C') as on the date of award of work (50% skilled + 50% unskilled).

X_L = Total cost of labour (excluding sundries etc.) expressed in the direct cost of the item as mentioned above.

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

In case of non-schedule items (i.e item not available in CPWD SOR), rate analysis may be done on prevailing market rates.

22. GUARANTEES AND WARRANTIES:

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

23. 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.

24. ALTERATIONS, ADDITIONS AND OMISSION:

24.1 The Architect make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose or if for any other reason it

shall, in his opinion be desirable he shall have power to order in writing to the contractor to do and the contractor shall do any of the following:

- a) Increase or decrease in the quantity of any work included in the contract.
- b) Omit any such work.
- c) Change the character or quality or kind of any such work.
- d) Change the levels, lines, position and dimension of any part of the works and
- e) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract. But the value, if any of all such variations, shall be taken into account in ascertaining the amount of the contract price.

25. RESPONSIBILITY FOR PROCUREMENT:

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

26. SALES TAX / TURN OVER TAX:

26.1 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.

27. INCOME TAX:

27.1 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.

28. APPROVALS:

28.1 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.

29. SEALED TENDER:

29.1 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.

30. VARIATIONS IN QUANTITIES OF ITEMS DURING EXECUTION:

30.1 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.

31. SPECIAL NOTE TO TENDERER:

- a) The Special Conditions of Contract supersede the relevant clauses of General Conditions of contract.
- b) Supervision and conduct of all the personal deployed by the contractors shall be the sole responsibility of the CONTRACTOR.
- c) 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.
- d) 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.

32. TERMS OF PAYMENT:

32.1 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.

32.1.1 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.
- iv) Copy of provident fund registration certificate
- v) Copy of registration under interstate migrant workers act. (if applicable)
- vi) Copy of registration under Assam building and other construction workers act.
- vii) Copy of last month EPF/ESI challan duly certified that provident fund amount with respect to workers engaged for the work has been deposited.
- viii) Certificate of minimum wages act compliance.
- ix) 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.

32.2 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.

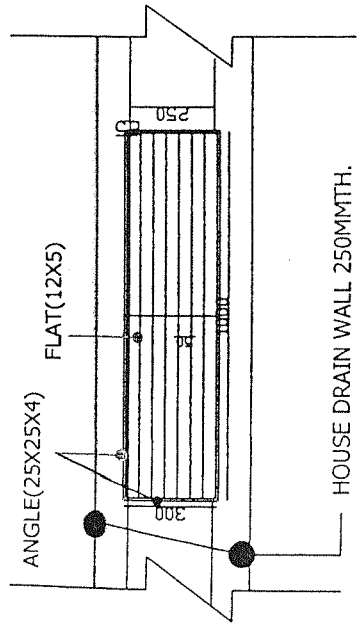
- 32.3** The bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to ENGINEER-IN-CHARGE.

32.4

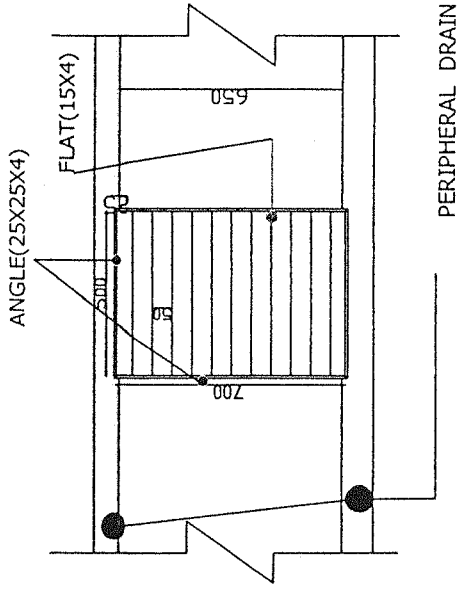
MODE OF PAYMENT:

ITEM RATE PART:

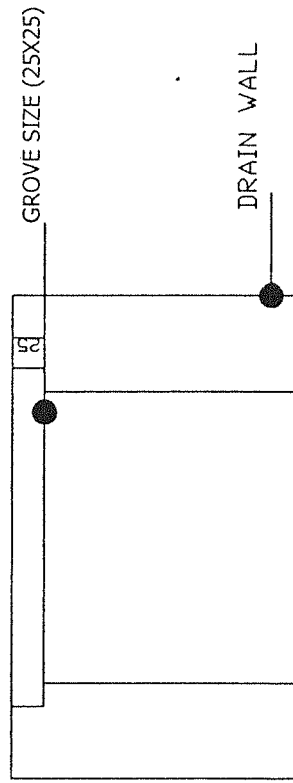
- a. **PAYMENT OF RUNNING BILLS:** 95% payment shall be released on completion of item / work as certified in the R.A bills.
- b. **PAYMENT OF FINAL BILL:** CONTRACTOR must submit his final bill within sixty days of completion of the work and payment of the final bill shall be made to the CONTRACTOR within 120 days of the submission of the bill and after completion of all obligations under the CONTRACT.
- c. 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.



IRON GRATING OVER HOUSE DRAIN AT BCPLTOWNSHIP



IRON GRATING OVER PERIPHERAL DRAIN AT BCPLTOWN SHIP



CROSS SECTION

DETAILS OF IRON GRATING

ALL DIMENTION ARE IN MM

VOLUME – 2 (Technical Specifications)

DESCRIPTION:

PROVIDING, LAYING AND FABRICATION OF MILD STEEL GRATINGS OVER HOUSE DRAINS AND PERIPHERAL ROAD DRAINS AT BCPL TOWNSHIP, LEPETKATA, DIBRUGARH, ASSAM.

TENDER NO:

STANDARD/TECHNICAL SPECIFICATION (CIVIL WORK)

1.0 SCOPE OF WORK:

The scope of work envisaged under this tender covers includes:

PROVIDING AND LAYING RCC PERFORATED DRAIN COVER SLABS OVER HOUSE DRAINS AND PERIPHERAL ROAD DRAINS AT BCPL TOWNSHIP LEPETKATA, DIBRUGARH, ASSAM, as per tender specifications, drawings and standards etc. In general, the scope of work covers the following but not limited to:

2.0 SPECIFICATIONS:

2.1 GENERAL:

Unless otherwise specified, Technical Specifications of Works shall generally conform to the relevant CPWD Specifications of latest edition including amendments thereafter. In absence of any detailed specifications, work shall be carried out as per relevant Indian Standard Specifications or Code of Practice. Wherever the codes and specifications are silent then the same shall be governed by sound engineering practices and the decision of the Engineer-in-Charge / Consultant in matters of interpretation etc., shall be final and binding on the Contractor. The Contractor shall carefully acquaint himself with these specifications to determine his contractual obligations for the work. The conditions of these specifications will be binding on the Contractor and no deviation shall be permissible unless specifically approved by the Consultant / Engineer - in - Charge in writing. The work under this tender shall be executed strictly in accordance with the constructional and material requirements defined under these specifications. However brief specifications are given hereunder for general guidance purpose of the tenderers. It shall clearly be noted that the bidders are required to give their lump-sum rates taking into consideration all aspects as per site requirements and drawings/specifications enclosed along with this tender document. Quoted offers shall be inclusive of all materials and labour cost. Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and any other works necessary to complete the job though especially not covered in the scope of work. The work under this tender shall be executed strictly in accordance with the constructional and material requirements defined under these specifications. The Contractor shall carefully acquaint himself with these specifications to determine his contractual obligations for the work. The conditions of these specifications will be binding on the Contractor and no deviation shall be permissible unless specifically approved by the Consultant / Engineer - in - Charge in writing. In absence of any detailed specifications, these specifications, latest Indian Specifications and code of practice shall become applicable. Wherever the codes and specifications are silent then the same shall be governed by sound engineering practices and the decision of the Engineer-in-Charge / Consultant in matters of interpretation etc., shall be final and binding on the Contractor.

3.0 DRAWINGS/DIMENSIONS:

Figured dimensions on drawings shall supersede measurements by scale and drawings to a large scale

take precedence over those to a smaller scale. Special dimensions in the specifications shall be checked on site. The dimensions where stated do not allow for wastage, laps joints etc., the levels. Measurement and other information concerning the existing site on the drawings are believed to be correct, but the contractor shall verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever shall be entertained hereinafter on account of any errors or omissions in the levels or the description of the ground turning out to be different from what was expected or shown on the drawings.

4.0 CORRELATION OF DRAWINGS:

Before commencement of work, the contractor shall correlate all relevant structural, construction and services drawings and satisfy himself that the information available is complete and unambiguous. The contractor shall be responsible for any error / difficulty in execution / damage incurred owing to any discrepancy in the drawings which has been over looked by him and has not been brought to the notice of the Engineer - in - charge / Consultant before execution.

5.0 B.I.S CODES OF PRACTICE:

Wherever any reference is made in the specifications to any Bureau of Indian Standard (BIS) code of practice, it shall be understood to indicate the latest version of the code of practice in usage at the time of construction.

6.0 DISMANTLED MATERIAL:

All dismantled material generated as a result of groove cutting (like brick bats, dry mortar etc.) in brick drain, shall be removed by the Contractor from the site in an approved manner at his own cost and risk so as to indemnify owner from any claims any time of whatsoever nature.

7.0 CONTRACT SUM TO INCLUDE:

Apart from other factors mentioned elsewhere in this contract, the contract sum shall also include for the following:

- a. Clearing site.
- b. Setting out works, profiles etc. as required and setting up bench marks and other reference marks
- c. Providing shoring and strutting and subsequently removing the same.
- d. Bailing and pumping out water as required and directed.
- e. Excavation at all depth (unless otherwise specified in the drawings) and removal of all materials of whatever nature wet or dry and necessary for the construction of foundation etc. and preparing bed for laying concrete.
- f. Sorting out useful excavated materials, transporting them beyond the structure and stacking them neatly on the site for back filling or reuse as directed.
- g. Back filling the trenches alongside masonry or concrete with approved excavated material up to the natural ground level including watering and ramming.
- h. Necessary protection (including labour, materials and equipment) to ensure safety against risk of accident.
- i. Drilling small holes as directed to explore the nature of substratum if necessary (j) Excavation if soft rock / hard rock if necessary.

7.1 SUBMITTALS:

Material Report:

Prior to start of delivery of materials required, the following shall be submitted by the contractor to the Consultant / Engineer - in - Charge for approval. Suppliers and / or sources of all consumable materials including cement, steel, fine and coarse aggregates, water additives, bricks and timber etc. Quality Inspection Plan to ensure continuing quality control of ingredients by periodic sampling, testing and reporting to the Consultant on the quality of materials being supplied.

7.2 PLANTS & EQUIPMENT:

The Contractor shall submit the following to the Consultant well in advance.

The proposed program, methods and details of plant and Equipment for to be used to testing of ingredients and concrete samples.

The proposed programme methods and details of plant & equipment to be used for concrete work.

7.3 REPORTS FOR INSPECTION AND TESTING:

During concreting operations, the contractor shall conduct inspection and testing as described in sub section 3.15.2 herein, and all reports thereon shall be submitted in summary from to the Consultant / Engineer-in-Charge.

7.4 SCHEDULES:

Before commencement of the work the contractor shall prepare working schedules of concreting giving dates and rate of pour for each item of work and submit the same to the Consultant / Engineer - in - Charge for their approval.

7.5 MATERIALS:

Before bringing to the site, all materials for cement concrete shall be approved by the Engineer - in - Charge. All approved samples shall be deposited in the office of the Engineer - in - Charge before placing orders for the materials with suppliers. The materials brought on to the work shall conform in every respect of their approved samples. Fresh samples shall be deposited with the Engineer-in-Charge whenever type or source of any material changes. The contractor shall check fresh consignment of materials as it is brought on to the works to ensure that they conform to the specification and / or approved samples. The Engineer-in-Charge shall have the option to have any of the materials tested to find whether they are in accordance with specifications at the contractor's expense. All bills vouchers and test certificates which in the opinion of the Engineer - in - Charge are necessary to convince him as to the quality of materials or their suitability shall be produced for his inspection when required. Any materials which have not been found to the specification and not approved by the Engineer - in - Charge shall be rejected forthwith and shall be removed from the site by the Contractor's at his own cost within the time stipulated by the Engineer - in - Charge.

7.6 CEMENT:

Cement shall be provided by the Contractor. The following types of cement as specified by Engineer-in-charge shall be used

- a) Ordinary Portland Cement 43 grade confirming to BIS 8112-1987
- b) Portland - Pozzolana cement confirming to IS 1489
- c) Ordinary Portland Cement 53 grade confirming to BIS 12269 -1987

Cement at site shall be stored in dry weather proof go-downs (or shed) built by the Contractor at his own costs in stacks which are not higher than 10 bags. The cement go-down shall be constructed as per CPWD specifications. The contractor shall conduct all necessary tests as specified in the IS, at his own cost to ascertain himself on quality of the material issued.

STEEL FABRICATION WORKS:

- a) Structural Steel works shall conform to IS 226-1962 & IS 2062-1999 They shall be straight in length free from twist and bends, clean and free from rust and mill scales.
- b) Wherever the material is procured by the contractor, the contractor shall submit the manufacturers test certificates conforming to the relevant Indian standards of all steel materials used for fabrication. All structural steel shall be free from blisters, rust, scales, seams, lamination, cracks, fissures and other surface defects.
- c) Defective material shall not be used and all such rejected material shall be immediately removed by the Contractor from site at his own cost. The decision of the Engineer-in-Charge in this regard shall be final and binding.

- (10)
- d) Fabrication of structures shall be done strictly as per "Approved for Construction" fabrication drawings. Before commencement of work, the Contractor shall prepare the fabrication drawing based on the latest tender drawing and get it approved by the Engineer In-Charge.
 - e) Any substitution or change in section shall be allowed only when prior written approval of the Engineer-in-Charge has been obtained. Fabrication drawings shall be updated incorporating all such substitutions/changes by the Contractor at no extra cost to the Owner.
 - f) In case during execution of the work, the Engineer-in-Charge on review of drawings considers any modifications/substitutions necessary to meet the design parameters good engineering practice, these shall be brought to the notice of the Contractor who shall incorporate the same in the drawings and works without any extra cost to the owner. The Contractor will be totally responsible for the correctness of the detailed fabrication drawings and execution of the work.
 - g) Contractor shall incorporate all the revisions made in the design drawings during the course of execution of work in his fabrication drawings, and resubmit the drawings at no extra cost to the Owner. All fabrication shall be carried out only as per the latest AFC design drawings and corresponding fabrication drawings.
 - h) The Contractor shall supply two prints each of the final/as built drawings along with their transparencies to the Engineer-in-Charge for reference and record. The rates quoted shall include for the same.
 - i) Any defective material used in the work shall be replaced by the Contractor at his own expense. Necessary care and precautions shall be taken so as not to cause any damage to the structure during any such removal and replacement.
 - j) Any faulty fabrication pointed out at any stage of work by the Engineer In-Charge shall be made good or replaced by the Contractor at his own cost.

8.0 CEMENT PLASTERING:

i) **Preparation of surface:**

All putlog holes in brick work and junction between concrete and brick work shall be properly filled in advance. Joints in brick work shall be raked about 10mm and concrete surface hacked to provide grip to the plaster. Projecting burrs of mortar formed due to gaps at joints in shuttering shall be removed.

The surface shall be scrubbed clean with wire brush/coil brush to remove dirt, dust etc. and the surface thoroughly washed with clean water to remove efflorescence, grease and oil etc. and shall be kept wet for a minimum of six hours before application of plaster.

ii) **Proportion:**

The cement plaster shall be in 1:4 prop of cement and sand.

iii) **Mixing:**

The cement and sand should be thoroughly mixed in dry condition. After dry mixing the materials shall be wetted with just sufficient water to bring the mortar to proper consistency of thick paste. Mortar should be used immediately after mixing and arrangements shall be made so that not more than 30 minutes elapse between the cement first coming in contact with the moisture and laying.

iv) **Placing:**

Plaster shall be laid over the prepared surface in one coat to the specified thickness and rubbed with 'PATAS' and trowel and shall be smooth, free from waviness and trowel marks. Curing the plaster must be kept wet throughout the entire process and for ten days after four hours of completion of plastering.

8.1 WATER:

Water used in the works shall be potable water and free from deleterious materials. Water used for mixing and curing concrete as well as for cooling and / or washing aggregate shall be fresh and clean, free from injurious amounts of oil, salts, acids, alkali, other chemical and organic matter. Water shall be from the source approved by the consultant / Engineer-in-Charge and shall be in accordance with clause 4.3 of IS 456. Before starting any concreting work and whenever the source of water changes the water shall be tested for its chemical and other

impurities at ascertain its suitability for use in concrete for approval of the Consultant. No waters shall be used until tested and found satisfactory. Cost of all such tests shall be borne by the Contractor.

8.2 STORAGE

All goods and products covered by this specification shall be procured well in advance and stored as specified below:

8.3 CEMENT:

Cement shall be stored on a raised floor in dry weather proof & dust free but well ventilated shed. Cement bags shall be stacked close together away from external walls and in stacks of not more than ten bags to avoid lumping under pressure. Cement stored during monsoons or cement expected to be in store for more than eight weeks shall be completely enclosed in 700 micron polyethylene sheet so arranged that the flap close on the top stack. The contractor shall ensure that protective polyethylene sheet is not damaged at any time during use. Consignments of cement shall be used in order of delivery. A record shall be kept of the batch numbers of cement deliveries in such a form that the part of the works in which the cement is used can be readily identified. If during delivery or by test, the cement is found to be defective, the same shall be returned back forthwith. The contractor shall be responsible for the storage of cement at the site and no claim will be entertained in the event of any damage occurring to cement due to faulty storage by the contractor or on account of his negligence. Cement stored on site for a period longer than eight weeks shall be tested to the satisfaction of the Consultant / Engineer-in-Charge before it is used in the works. Cement that has failed the tests' conducted shall not be used in the works and shall be remarked from the site immediate by without fail.

9.0 MODE OF MEASUREMENT :

The description of each item in the Bill of Quantities shall be read in conjunction with IS: 1200 for the respective item.

SCHEDULE OF APPROVED MAKES OF MATERIALS

CIVIL Items

1. Cement : Top Cem/Vinay/ACC/Calcom/CCI/Dalmia/Lafarge /Star
2. MS Angle : TATA, SAIL, JSRM, Paras.
3. Synthetic Enamel paint : Asian paints, Berger, Dulux.

LIST OF MANDATORY TEST

S.N.	MATERIAL	TEST	FIELD/LABO T ORY TEST.	MINIMUM QTY OF MATERIAL FOR CARRYING OUT THE TEST.	FREQUENCY OF TESTING IF QTY. IS BEYOND THE MINIMUM QTY.	REFERENCE FOR TESTING/ REQUIREMENTS
1.	Cement (OPC)	I. Consistency II.Strength.	Laboratory. -do-	1000 bags	One from each source/manufacture r or more frequently as decided by EIC.	IS:8112, 43 Grade IS: 12269,53 Grade.
2.	Steel for Reinforcemen t.	I. Tensile Strength. II.Bend Test. III.Weight.	Laboratory Laboratory Field/Lab	20M.T.	-do-	IS: 1608-1972 IS: 1599-1985

NOTE:

1. FOR MATERIALS BEARING "STANDARD MARK (ISI)", MANDATORY TESTS ARE NOT REQUIRED, HOWEVER, IN CASE OF DOUBT RANDOM TESTING MAY BE CARRIED OUT AS DECIDED BY EIC.
2. IN CASE OF ANY AMBIGUITY, CPWD SPECIFICATIONS AND RELEVANT IS. CODES SHALL TAKE PRECEDENCE

PART - II

NAME WORK	OF : SUPPLY, FABRICATION AND PLACING OF IRON GRATING OVER DRAINS AT BCPL-TOWNSHIP
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SCHEDULE OF RATE (SOR)

NAME OF WORK: PROVIDING, LAYING AND FABRICATION OF MILD STEEL GRATINGS OVER HOUSE DRAINS AND PERIPHERAL ROAD DRAINS AT BCPL TOWNSHIP, LEPETKATA, DIBRUGARH, ASSAM.

SL. NO	DESCRIPTION	UNIT	QTY	RATE/UNIT RATE (in Rs.)		Amount (RATE / UNIT RATE X QTY) (in Rs.)
				RAT E IN FIGU RE	RATE IN WORDS	
1.00	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(as specified in drawing) & properly placed at the drain wall groove complete with priming coat. Three consecutive panels of grating are to be welded with each other. All works shall be carried out as per drawings and as per direction of the Engineer- in - charge.	kg	32364.40			
2.00	Painting with synthetic enamel paint(excluding priming coat) on new steel and other metal surface of approved brand and manufacture of required colour to give an even shade including cleaning the surface of all dirt, dust and other foreign matter: Two or more coats on new work	sqm	1714.2			
3.00	Groove cutting on surface of masonry drain walls including finishing the edges with neat cement plaster for placing the iron gratings. All works shall be carried out as per drawings and as per direction of the Engineer- Incharge.	meter	6708.00			
TOTAL AMOUNT = RS.						

TOTAL AMOUNT IN FIG. =

TOTAL AMOUNT IN WORDS =

