



BRAHMAPUTRA CRACKER AND POLYMER LIMITED
[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20140151/MKB
Date: 22.11.2014

To,

**Annual Maintenance Contract for BCPL OFC Network & Supply of
Jointing Kits for a period of one (01) year**

Prepared & Issued By
CONTRACTS AND PROCUREMENT DEPARTMENT
M/s. Brahma Putra Cracker & Polymer Ltd.
“Administrative Building”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel#+91-373-2914609

For Brahma Putra Cracker and Polymer Limited,
(A Government of India Enterprise)

Manish Kumar Binjola
Sr. Officer (Contracts & Procurement)
Phone# 0373-2914609 (off)
mkbinjola@bcplindia.co.in
[Website:bcplonline.co.in](http://bcplonline.co.in)

Annual Maintenance Contract for BCPL OFC Network & Supply of Jointing Kits for a period of one (01) year

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Request For Quotation (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system towards **Annual Maintenance Contract for BCPL OFC Network & Supply of Jointing Kits for a period of one (01) year** as detailed below in complete accordance with enclosed tender document:.

1) **Salient features of bid document:**

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Tender (Bid to be sent by post / courier or hand delivered).
1.2.2	Earnest Money Deposit / Bid Security (Refundable)	77,000/-
1.2.3	Bid Document No.:	BCPL/DIB/C&P/SER/20140151/MKB
1.2.4	Period of Contract	Period of Contract shall be 01 year and as per Special Conditions of Contract (SCC) Part-B.
1.2.5	Pre-Bid Meeting	01.12.2014 at 03:00 PM
1.2.6	Last date and time for Submission of bid	16.12.2014 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un – priced bid at BCPL, Lepetkata	16.12.2014 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days
1.2.8	Place of submission of bid	CONTRACTS AND PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Venue for Opening of Un-priced bids	CONTRACTS AND PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Security Deposit/CPBG	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value excluding taxes & duties (valid up to 3 months beyond Contract Period) in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/ Govt Departments.

1.2.11	Contact Person	Manish Kumar Binjola, Sr. Officer (C&P) E-mail: mkbinjola@bcplindia.co.in Ph. No. +91-373-2914609
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The bid will be submitted in 02 (two) parts as follows:

PART –I: Un-Priced Bids (Techno-Commercial Bids)

The un-priced bid must be complete with all technical and commercial details other than rate UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender.** Earnest Money Deposit as specified.

EARNEST MONEY DEPOSIT: Rs. 77,000/-

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of Crossed Bank Demand Draft / Banker's Cheque drawn on any Nationalized / Scheduled bank in favour of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam. *Small Scale Industries registered with NSIC under its Single Point Registration Scheme shall be exempted from submission of EMD/Bid bond provided they are registered for the items they intend to quote against BCPL tender. Micro and Small Enterprise shall be exempted from submission of EMD/Bid Bond.

Format of Bank Guarantee towards EMD is enclosed with tender.

Part –II: Priced Bid: It should contain only price schedule with rates filled in and no terms & conditions should be put in priced bid. PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender

The two envelopes containing Part-I AND Part-II should be enclosed in a larger envelope duly sealed and super-scribed prominently with tender no., due date and item along-with address of this office and sender's name and address.

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

Bids complete in all respects should be submitted on or before last date and time of Bid submission.

If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date. Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.

Bidders Eligibility Criteria/ Bid Evaluation Criteria:

Technical Criteria:

1. The bidder must have executed and successfully completed at least one similar single contract for “**OFC Maintenance / Laying work including splicing, OFC termination & testing**” of value not less than Rs. 19,00,000.00 (Rupees Nineteen Lacs only) during the preceding 07 (seven) years period reckoned from the last date of bid submission for

any Organization.

2. Bidder must submit copies of relevant work order and its completion certificate issued by the end user in support of meeting the above experience. Copy of completion certificate must indicate reference no. of work order / date, actual date of contract started & completed and actual executed value of work order.

*All documents in support of **Technical Criteria** of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessary be **notarized by Notary Public / attested by gazette officer** with legible stamp.*

NOTE:

a) For running similar service contracts, if the actual executed value is equal to or more than the value indicated above as on un-priced bid opening date, the same shall also be considered as meeting the single order value criteria provided that the bidder has submitted satisfactory work- execution certificate to this effect issued by the end user with details like work order no. /date, brief scope of work, ordered and executed value of the job, completion date etc.

b) The experience criteria of those bidders (who have worked as sub-contractors) may be considered as meeting the above BEC subject to their submitting the Copy of work order along with SOR issued by main contractor and Copies of completion certificates from the end user / owner and also from the main contractor. The completion certificate shall have details like work order no. /date, brief scope of work, ordered and executed value of the job, completion date etc.

c) A Job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed 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 executed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.

d) However , Bids of Joint Venture/ Consortium not acceptable .

e) For experience based on composite works:

In case bidder has executed a composite work in a single contract which includes qualifying work stated above, then value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.

The cut-off date for meeting the technical criteria of BEC of the tender shall be the due date for submission of bids.

Evaluation Methodology:

Bids shall be evaluated on the basis of LOWEST BID on overall basis.

- Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.
- Attested copy of service tax registration certificate
- Attested copies of all the relevant documents in support of SSI, MSE unit.
- Attested copy of PAN Card.

Non-submission of the attested copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection

An undertaking (by the bidders who quotes by down loading the tender from web site) 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.

2) **TECHNICAL SPECIFICATION :**

Refer SPECIAL CONDITION OF CONTRACT –SECTION III of tender document.

3) **EVALUATION IN RESPECT OF EXCISE DUTY/ SERVICE TAX/ VAT:**

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
3. In case the applicable amount towards 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.
4. The statutory variance in Excise duty +Ed Cess , Cst, Vat ,if any applicable on finish goods or Service tax on service contract within the contractual delivery period shall be to purchaser's account against submission of the documentary evidence .However , any increase in the rate of these taxes and duties beyond the contractual completion period shall be to seller's account . Any decrease in the rate of taxes & duties shall be passed on the purchaser.

4) **SERVICE TAX: -**

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied

in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.

- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.
- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.

5) 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.

6) **PRE-BID MEETING:**

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

7) **CONTRACT SCHEDULE:**

As per SCC – Part B.

8) **VALIDITY PERIOD OF OFFER:**

The period of validity of the quotations should not be less than 90 days from the date of opening of technical bid. Quotations with less validity are likely to be ignored.

9) **VAT / CST No:**

Bidder need to indicate valid sales tax registration no. in the quotation.

10) **SECURITY DEPOSIT:**

7.5 % of one year contract value (Excluding taxes and duties) to be submitted either in the form of BG or DD within 15 days of receipt of LOA/LOI by . Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24)

11) **GENERAL**

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.

- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

12) FIXED PRICE:

Prices quoted by the bidder shall be firm & fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

13) OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

The OWNER reserves the right at the time of award of contract to increase or decrease the quantity specified in the scope (in respect of each item of scope), without any change in unit price and other terms & conditions.

14) ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between 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:

- i) Schedule of Rates (SOR)
- ii) RFQ Covering Letter
- iii) Instruction to Bidders
- iv) Special conditions of contracts (Part B)
- v) Special conditions of contracts (Part A)
- vi) General Conditions of Contract

- 15) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 "Acknowledgement Cum Consent Letter" attached in the tender along with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

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.

If you require any further information, feel free to contact us.

Yours faithfully,
For Brahmaputra Cracker and Polymer Limited,
(A Government of India Enterprise)

Manish Kumar Binjola
Sr. Officer (Contracts & Procurement)
E-Mail: mkbinjola@bcplindia.co.in
Ph no: 0373-2914609

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140151/MKB

Annual Maintenance Contract for BCPL OFC Network & Supply of Jointing Kits for a period of one (01) year

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 16.12.2014

Date and time for opening of bids: 15.00 hrs (IST) on 16.12.2014

From:

To:

	CONTRACTS & PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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(To be pasted on the outer envelope containing envelopes Part-II)

INSTRUCTIONS TO BIDDERS**Table of Contents****A. General**

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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 III, 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

As mentioned in RFQ covering letter of tender document.

4. One Bid per participates

- 4.1 A firm shall submit only one bid in the same bidding process. A bidder who submits or participate in more than one bid will cause all the proposals in which the bidder has Bidder 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.

7. Service Tax

Please Refer Preamble to SOR / Clause No. 4 of RFQ Covering Letter.

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):

For issue of Road Permit Seller shall inform BCPL with details:

Proforma Invoice with following details are also required to get Road Permit

- (i) Place of despatch
- (ii) Date of despatch
- (iii) Quantity and Description of material
- (iv) Value of material
- (v) Expected date of delivery at site
- (vi) CST, Excise duty
- (vii) Freight
- (viii) Other taxes if any for each despatch

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

- II. I 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 and shall contain the following:
EMD / BID BOND as specified
- i) Covering Letter as per format "Submission of tender" enclosed with GCC
- ii) A confirmation that prices in requisite formats, strictly complying with the requirement, are in envelope number II "Price Bid".
- iii) Agreed Terms & Conditions duly filled-in at F-13.
- iv) Organization details:
- (a) In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm' .
- (b) In case Bidder is a partnership firm, certified copy of the partnership deed.
- (c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association
- v) All formats mentioned in Section: IIB

Any other information/details required as per bid document.

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 Unpriced 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 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 3 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 State Bank of India, 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. The Bid Security shall be in the form provided at F-4 (Bank Guarantee) .

16.9 For Indian Bidders: Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items 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

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

b) The bidder is requested to submit their queries /clarifications in the Format F7 of SECTION IIB of tender document through e-mail/ courier so as to reach BCPL at least

one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.

- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. If the last 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/unpriced 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-I) 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 Unprice 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 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. Evaluation methodology is as per SCC clause 39.

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

- 30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
 - (b) 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.
 - (c) 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.
 - (d) 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.
- 30.2 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 bidders 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.
- 30.3 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

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 basis.

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 Delivery shall be counted from the date of notification of award / 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 in the proforma given in Instruction to Bidder (ITB) F-16 of this standard bidding document on 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 33 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.

43 Errant Bidder

In case after price bid opening the lowest evaluated bidder (L1) 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 bidder & such bidder shall be debarred from participation in re-tendering of the same job(s)/item(s).

44 Reason for rejection

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

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

To
 BRAHMAPUTRA CRACKER AND POLYMER LIMITED,
 P.O. LEPETKATA,-786006
 DISTRICT – DIBRUGARH
 ASSAM

(Country Code) (Area Code) (Telephone Number)

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Address where order
 Is to be placed/ issued: _____

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

(Country Code) (Area Code)(Telephone Number)

1-7 E-mail address, _____

1-8 Website:: _____

1-9 Fax Number: _____

1-10 ISO Certification, if any { If yes, please furnish details}

1-11 Whether Supplier / Manufacturer _____
 Dealer/Trader/Contractor

1-12 Banker's Name, Branch _____

1-13 Bank account number _____

1-14 TIN/CST/VAT _____(enclose copy of registration for TIN/CST/VAT)

1-15 SERVICE TAX NUMBER _____ (Enclosed Copy of 'Service Tax Registration Certificate)

1-16 PAN No. :

1-17 Whether SSI Registrant Or not :

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

BID FORM

F2

To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +91 373 2914609

Dear Sir,

After examining/reviewing the Bidding Documents for , including Special conditions of contract, Scope of work, General Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, we, the undersigned, pleased to offer to execute the whole of the Job of..... and in conformity with, the said Bid Documents, including Addenda Nos. _

We confirm that this bid is valid for a period of Three (3) months from the date of opening of Techno- Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the requisite performance security for the due performance with in fifteen days of such award.

Until a final Purchase Order/Agreement is prepared, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any bid that you may receive.

SEAL AND SIGNATURE
DATE:

Duly authorized to sign bid for and on behalf of M/s _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES

F3

Brahmaputra Cracker and Polymer Limited,
Administrative Building”,
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

(SEAL AND SIGNATURE OF BIDDER)

LETTER OF AUTHORITY**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

Ref: No.

Date:

To,
 Brahmaputra Cracker & Polymer Ltd.
 “Administrative Building”,
 NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN – 786006

Dear Sir,

We -----hereby authorize following representative(s)
 to attend un-priced bid opening and price bid opening and for any other correspondence and
 communication against above Bidding Document:

- 1) Name & Designation -----Signature-----
- 2) Name & Designation -----Signature-----

We confirm that we shall be bound by all commitments made by aforementioned authorized
 representatives.

Place:
 Date:

Yours faithfully,
 (Signature of Authorized Signatory of Bidder)
 Name:
 Designation:
 Seal:

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a
 person competent and having the power of attorney to bind the bidder. Not more than two persons are
 permitted to attend techno-commercial un-priced and price bid opening.

NO DEVIATION CONFIRMATION

To,
Brahmaputra Cracker & Polymer Ltd.
“Administrative Building”,
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

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 agreed that if any deviation/exception is mentioned or noticed, our bid may be rejected.

Place:
Date:

(Signature of Authorized Signatory of Bidder)
Name:
Designation:
Seal:

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

To:

Brahmaputra Cracker & Polymer Ltd.
 “Administrative Building”, NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN – 786006

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh – 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default.

The said-----has approached us and at their request and in consideration of the premises we having our office at ----- have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake and agree with you that if default shall be made by M/s ---- ----- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on your under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs----- (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s -----and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s---- ----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

 By its Constituted Attorney

Signature of a person duly authorized to sign on behalf of the Bank.

DECLARATION

To
Brahmaputra Cracker & Polymer Ltd.
“Administrative Building”, NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking /Government Organization /GAIL (India) Limited/BCPL etc.

We agree that if any noticed in future, our Bid may be rejected / terminated.

Place:

Date :

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 07 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format)

To,

SR. OFFICER (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

SUBJECT:

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	:	
(ii) Telephone Number	:	
(iii) Telefax Number	:	
(iv) Contact Person	:	
(v) E-mail Address	:	

- B) Details of Contact person:

(i) Postal Address	:	
(ii) Telephone Number	:	
(iii) Fax Number	:	
(iv) Contact Parson	:	
(v) E-mail Address	:	

- 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	:	

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

Contract Agreement for the work of ----- of Brahmaputra Cracker & Polymer Ltd. (BCPL) made on ----- between (Name and Address)-----, hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and BCPL hereinafter called the “EMPLOYER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part. WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression “CONTRACT” wherever herein used.

AND WHEREAS The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of

CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT. It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE. The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on
behalf of the EMPLOYER.

Signed and Delivered for and on behalf of
behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED (NAME OF THE CONTRACTOR)

Date : _____
Place: _____

Date : _____
Place: _____

IN PRESENCE OF TWO WITNESSES

1 . _____

2. _____

1 . _____

2 . _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .
Offer Ref .

This Questionnaire duly filled in should be returned along with Un-priced Bid.
Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1	It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2	Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3	Confirm that the offer shall remain valid for acceptance up to 3 (Three) months from Final Bid Due Date /Date of Opening of Bids	
4	Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5	Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
6	Provide PAN number.	
7	Provide Service Tax Registration number.	
8	Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
9	Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
10	Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
11	Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
12	Confirmed that all terms and conditions of the tender are acceptable in totality	
13	Confirm that the prices are quoted as per clause 13.0 of ITB.	
14	Bidder's name and address	
15	Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
16	Confirm acceptance of Terms of Payment as specified in the Bid Document.	

17	Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
18	Confirm acceptance in totality of the Terms & Conditions contained in:	
I	Instructions to Bidders	
Ii	General Conditions of Contract (GCC)	
Iii	Special Conditions of Contract (SCC)	
Iv	Scope of Work	
V	All other commercial documents/attachments of Bid Document	
19	Indicate Name & Contact EMail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES, THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVERRIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature _
Name-----
Designation _
Tel No.
E-mail -----
Fax No-. -----
Office St-am-p -----_

CHECK LIST FOR THE DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID.

SR NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No
		YES	NO	
1	Have you enclosed the duly certified Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.			
2	Tender Fee has been submitted			
3	Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "BCPL." Payable at Dibrugarh.			
4	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
5	Have you enclosed No deviation form, duly filled signed & stamped.			
6	Have you enclosed complete tender duly signed & stamped.			
7	Have you enclosed Copy of PAN card			
8	Do you confirm that you will submit the cenvatable invoice if you get order.			
9	Have you submitted Corrigendum / Pre-bid queries			
10	Confirm if the following are submitted			
	Confirmation that the contents of the tender document bid document has not been modified or altered. In case it is found that the tender document has been modified /altered by bidder , the bid submitted by us shall be liable for rejection (In case of downloading from website).			
11	Confirm that the following document is submitted depending on bidder's nature of firm: 1. Copies of partnership deed(in case of partnership/LLP firm) 2. Affidavit or self declaration on letter head (in case of Proprietorship firm) 3. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) 4. Certification from competent person on their letter head (in case of PSU/Govt. Department) 5. Documentary evidence towards MSME .			

SPECIAL CONDITIONS OF CONTRACT [SCC]**SPECIAL CONDITIONS OF THE CONTRACT**
SCC: Part -A**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.*

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:

Refer SCC-Part B

3.0 SCOPE OF WORK:

The Scope of Work shall be as per Special Conditions of Contract (SCC) **Part-B.**

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

As per (SCC) 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:

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

6.0 EARNEST MONEY: Rs. 77,000/-

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of Crossed Bank Demand Draft / Banker's Cheque drawn on any Nationalized / Scheduled bank in favour of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam. *Small Scale Industries registered with NSIC under its Single Point Registration Scheme shall be exempted from submission of EMD/Bid bond provided they are registered for the items they intend to quote against BCPL tender. Micro and Small Enterprise shall be exempted from submission of EMD/Bid Bond. Format of Bank Guarantee towards EMD is enclosed with tender.

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).

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @ 7.5% of Annualized Contract Value excluding taxes & duties has to be deposited within 15 (FIFTEEN) 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 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 “**SCC-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.
- 14.2 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.

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.

20.0 SCHEDULE OF RATES:

- 20.1 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.

21.0 COMPENSATION FOR DELAY:

As per GCC.

22.0 TERMINATION OF CONTRACT:

As per GCC.

23.0 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 10 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of RS. 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from Contracts and Procurement Department, BCPL, DIBRUGARH, ASSAM.

24.0 SUPERVISION OF WORK:

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

25.0 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 are observed at all times during the execution of the job.

27.0 NUISANCE:

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

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 subcontractor, 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 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 award of the Arbitrator shall be final and binding on both the parties.
- 33.7 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 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.

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

37.3 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.

SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT –PART B

SCOPE OF WORK

1. INTRODUCTION:

Brahmaputra Cracker & Polymer Limited is a joint venture of M/s GAIL India Limited, NRL, OIL& Govt. of Assam. Alongside the various production units like LLDPE/HDPE, PPU , ECU, GSU , BCPL having its own OFC network of about 200 Km both along the Gas Pipeline & plant premises. Telecom division of BCPL is responsible for providing bandwidth for captive SCADA, IT, Intercom, Video Conferencing, CCTV applications over BCPL's own telecom network.

BCPL is a Public sector undertaking under Govt. of India, a state of art petrochemical complex located in Lepetkata, Dibrugarh, Assam. It has a pipeline infrastructure of over 200 Km length, along which an integrated dedicated telecom network is in operation.

Presently, BCPL has approximately 200 Km OFC networks, which is already in operation for fulfilling captive requirements and construction of another 58 km OFC is in progress along Lepetkata-Lakwa Gas pipeline.

24 fiber OFC Cable has been laid through directly buried along BCPL's cross-country Gas Pipeline at a depth of approx. 2 mtrs, whereas 8 core fiber has been laid through HDPE conduit along buried trenches/concrete trenches/instrument ducts inside BCPL plant for IT, Telecom & Instrumentation application. Different OFC based systems have been established and functional on these fibers network.

To maintain high availability of services along its telecom networks, BCPL intends to engage agency for maintaining Optical Fiber Cable (OFC) laid between one node to the next node as per the information mentioned elsewhere in the bid document. The node is the place where OFC equipment's are installed.

2. JURISDICTION:

The jurisdiction of maintenance of OFC covers the BCPL's OFC routes along the pipeline and plant area. The details of the jurisdiction has been given in "Annexure-A".

3. WORK DESCRIPTION:

BCPL intends to award a contract to reputed CONTRACTOR who is financially and technically strong to undertake various activities required to maintain & ensure OFC connectivity in the physical layer for different hops/stations along the roads & utility corridors like: National Highways, State highways, inside the city areas, tea gardens, paddy fields of rural areas..

The CONTRACTOR shall be responsible for maintenance of the said OFC network in the physical layer to ensure the OFC Network availability of highest order, considering there is no failure in the equipment level of the network. This shall include but not limited to undertake all

required preventive measures of the OFC route, rectification of faults and restoration jobs required for achieving the OFC link availability of highest order.

4. DETAILED SCOPE OF WORK:

The scope of work shall include but not limited to the following for the maintenance of OFC network in the physical layer (up to the level of Fiber Termination Closure) of BCPL's telecom network as mentioned under "Annexure-A":

4.1 The CONTRACTOR shall undertake all preventive measures with the information to respective EIC's for maintaining the end-to-end continuity of OFC cable, which shall include but not limited to the following:

- Regular surveillance of OFC routes along the Gas pipelines & non pipeline route inside BCPL plants to have proactive check to prevent OFC link disruptions.
- Monitoring of jobs undertaken by other agencies in the vicinity of BCPL's fibre network to ensure the safety of BCPL's OFC cable.
- Attending to / safe-guarding against any signs of damage or potential damage of BCPL's OFC network.
- Attending breakdown maintenance within minimum time period.
- The preventive maintenance to safeguard OFC from cut and damage in the works of other agencies on our OFC routes.
- In case of major construction work of other agencies like NHAI, PWD Municipality, Forest, Railway etc., contractor is required to deploy additional resources, monitoring, arrangement of skilled / un-skilled services whenever needed at the construction site till the period as decided by EIC on need basis.

4.2 Collecting information & accordingly, coordinate with other agencies before the execution of work, who shall carry out any OFC laying / maintenance job in the vicinity of BCPL's OFC route, to safe-guard against the damages to BCPL's OFC cable. The contractor shall effectively co-ordinate with other agencies working along the BCPL's OFC route to prevent damage to OFC link and the contractor shall be held accountable for any cut of the link by other agencies.

4.3 Regular liaisoning with various civic authorities like: PWD, Railways, Forest, NHAI departments, Municipal corporations, Nagarpalikas, urban development authority's etc. regarding the permission being given or shall be given to other parties for any type of construction works along BCPL's OFC route.

4.4 The Contractor shall provide OFC maintenance service on fixed monthly fees basis round the clock to keep but not limited to the following provisions on round the clock basis for

attending & rectifying the OFC fault in minimum downtime (including travel time) from the time of lodging the complaint to the site in-charge of contractor over mobile phone.

Contractor shall also carry out testing of existing joints and OFC repairs along with testing of OFC route for improvement in the performance with link margin as per national / international standards and instruction of EIC.

- Undertaking Preventive measures for avoiding any damages to BCPL's OFC network in physical layer outside the node by having proper surveillance, liasoning with other agencies.
- Deployment of Maintenance Infrastructure / resources on round the clock basis exclusively for BCPL's work to be located at designated place as decided by EIC & the maintenance unit / infrastructure shall comprise of various expert / skilled / un-skilled services, logistics etc, as mentioned in Annexure-B.
- Provisioning of required tools / tackles as mentioned in Annexure- B.
- Providing facilities for Maintenance Stations / Base: for transporting the equipment, providing skilled / un-skilled / expert services any time at fault locations, tools / tackles, Test / Measuring equipment and Consumables like: OFC cable, Joint Closures, Jointing Pit, duct, couplers etc. However OFC, Duct& Joint Closure will be supplied by BCPL separately.
- Providing communication facilities like: Mobile phones at site for site supervision & co-ordination, all the direct / in-direct representatives of the contractor engaged for providing services like splicing, mobilization to site, testing jobs & patrolling / monitoring for the purpose of contacting on the urgent need basis as mentioned in Annexure-B.
- Carrying out maintenance activities like: identification of OFC fault / cut on ground, obtaining permission from local authorities if required, excavation of earth to expose duct & cable, HDD (if any), laying of OFC with duct, splicing of OFC, testing of cable, installation of Jointing pit & back filling of pit with Sand, supply & installation of OFC route marker & joint marker, restoration of ROU, updating of OFC As-built drawing etc.
- For maintenance work including day-to-day regular maintenance works, no payment other than payment for consumables used in restoration / rectification of the faults, as per SOR-Part B shall be paid to the contractor. However, payment for OFC jointing pit will be made extra as per SOR-Part B on actual usage basis.
- Provisioning of Logistics arrangement like: AC / DC power source, lighting arrangement, de-watering facility & Generator sets, if required at site, during the execution of maintenance job at site as mentioned in Annexure-B.
- Insurance for workmen compensation and BCPL issued material: Contractor shall take insurance for all the workmen engaged under this contract and as per labor laws

applicable from time to time. The contractor will also insure BCPL issued material for all risk cover.

- 4.5 Supply of consumables like: RCC Jointing pit, GI pipe, OFC Route/Joint marker etc. meeting the specification as detailed under the Technical specification of the tender document and approval of EIC. Contractor has to keep minimum stock of above items up to the satisfaction of EIC as per Annexure-B.
- 4.6 The CONTRACTOR shall submit the list of expert services available with him including skilled / unskilled services it can provide, machines, equipment and consumable items with quantities suitable to meet the contractual requirements for jurisdiction described elsewhere in the tender document along with the bid.
- 4.7 Under OFC link cut condition, the following minimum activities shall have to be taken up by the CONTRACTOR for restoration of OFC cut / fault for end-to-end restoration of network traffic / service:
- 4.7.1 For identification of exact cut / fault location on immediate basis, the OTDR measurement of spare fiber shall be made from the nearest telecom station / Node. For better clarity, the OTDR measurement on spare fiber shall be taken at nodes / nearest OFC joint situated at both ends of cut and using dummy fibre spool of 1 km, in case required.
- 4.7.2 After the OTDR measurement, the OFC-As-built drawing shall be referred and the physical site of fault on ground shall be located. It may be possible that data in as built document may not be correct for the accuracy purpose. As built drawing shall be taken as reference only & no claim of contractor will be entertained on account of non-correctness of As built drawings.
- 4.7.3 Accordingly, the job of excavation, identification of OFC cable, pulling of cable from both ends, preparation and splicing of OFC, restoration of traffic, back filling of trench & installation of jointing chamber shall be taken up as per standard procedure. In case of restoration of OFC fault within MTTR, if site condition demands excavation by JCB, then contractor is advised to hire JCB for excavation of trench for physically locating the OFC cut / fault inside the ground. However, no extra payment shall be payable to the contractor towards hiring of JCB.
- 4.7.4 Splicing of fibres is to be carried out in line with the installed fibre i.e. G.652/G.655 and measurements to be taken on spare fibres. In case active fibres are to be used, precautions are to be taken with regard to the power launched on to the fibre. Restoration of site shall be done to the entire satisfaction of the Engineer- in-charge.
- 4.7.5 After the completion of site activities, the CONTRACTOR shall ensure the restoration of the traffic from in the BCPL OFC Network & confirm from NMS center at Lepetkata. Thereafter fresh OTDR measurement shall be taken to check, whether the spliced fibers are not broken at fault / splicing location and the splice losses are within the permissible limits.
- 4.7.6 In case, some of the fibers are found in broken conditions at the joint locations (as per the OTDR reports) same are to be rectified & reports to be submitted before submission of the next bill.
- 4.7.7 In case of OFC fault beyond the scope of Maintenance contract, CONTRACTOR has to repair such OFC faults as per direction of Engineer-In-Charge on extra chargeable basis as per rate quoted in SOR PART B.
- 4.7.8 The OFC As-built drawing shall be updated by incorporating the new details like: OFC loop used joint-pit location, etc. Position of OFC should be shown from the center and

- edge of the road in OFC as built drawings and the length of loop in joint pit after fault restoration shall be incorporated in as built drawing.
- 4.7.9 Photograph of fault location before restoration & after restoration of each fault to be taken & submitted with the running bill.
- 4.7.10 Duly signed Fault Rectification Report shall be generated and submitted with monthly bill by the contractor as per direction of EIC for each fault, which shall have all the information like OTDR distance of fault locations from nearest node, physical fault location. Maintenance unit to have necessarily the Digital Camera of minimum 5 MP, as per Annexure-B. Non-submission of photograph will lead to penalty of Rs. 1000/- for each OFC cut/fault.
- 4.7.11 OTDR measurements shall be taken & reports to be submitted with the bill for the section in which any OFC cut / fault occurred in a given month & for the rest of the sections in OFC routes which are covered under round the clock maintenance & network up-keeping. OTDR reports shall be submitted on quarterly basis.
- 4.7.12 Monthly bills shall not be processed, unless OTDR reports are submitted by the party. Party to have latest OTDR with USB drives, so as to have OTDR prints as & when required.
- 4.7.13 HOP testing of all the links / sections through optical Laser source & power meter is to taken on six monthly basis. Non-submission of the HOP testing reports will lead to the penalty of Rs. 5000/- from the monthly bill.
- 4.7.14 RCC joint chambers to be installed within 2 weeks' time from date of rectification of OFC cut / fault in city areas & within 3 weeks' time in non-city areas. At locations, where it is not possible to install / construct the joint chambers at a later stage, same shall be constructed / installed within 2 days from date of rectification of the fault to avoid problem in future.
- 4.7.15 In case, it is not possible to install / construct RCC chambers due to prevailing site conditions, party may be asked to install / construct the ring type chambers / brick chambers with proper protection. However it shall be at the discretion of BCPL's EIC & SIC only. Any work related to OFC-faults restoration, that remains pending due to some reasons, should be reflected in the fault-rectification report, submitted by contractor along-with bill.
- 4.7.16 Monthly running bill shall not be processed, if it is not accompanied with the fault rectification reports of each faults, photograph of each faults, OTDR traces of the section, in which OFC cut occurred in the given month (for other sections on quarterly basis) & cumulative monthly downtime reports.
- 4.7.17 It is to be noted that the OFC-As built drawings, shall be provided by the BCPL to successful contractor only after award of the contract and mobilization of resources at BCPL designated site. The details mentioned in the OFC-As built drawings are for reference purpose only. There may be some changes in the OFC as built drawings from the actual alignment of the OFC at the site / field. It is to be noted again that any changes mentioned in the drawings from the actual condition on the ground in terms of depth of the laid OFC, OFC alignment & distance from the road centre, shall not become any reason for extra payment, extra work or otherwise for any other purpose / reasons whatsoever.
- 4.7.18 At the time of handing over the OFC route to the successful contractor, OTDR measurements shall be carried out on all the spare fibers for OFC routes along pipeline& Non pipeline as mentioned in para (i) of Annexure-A. The reports / records generated shall be signed by both the parties i.e. BCPL & contractor. At time of handing over the OFC to BCPL by the contractor after completion of the contract, again the similar OTDR test shall be taken on all the fibers & the results should be within the acceptable & permissible limit. If any fibers found break or in bad condition, it should be repaired by

the contractor without any extra charges for splicing works before handing over the OFC route to BCPL.

- 4.7.19 Also it is to be noted that, at the time of handing over the site by the BCPL to the contractor, all the fibers may not be through end to end. The contractor may be asked by the EIC for repairing of such fibers to make it end to end through, wherever it is possible to carry out the repairing works. In such cases, the contractor shall be paid extra charges for repairing as per the SOR for ONLY consumables USED & HDD works etc. as per the actual works and detailed description on applicability of such payment available In The SOR with each Item's Description.
- 4.7.20 The Bidder / Contractor is VERY Strongly Advised & Recommended to Study the Cases / Situations as described in the relevant SOR description where the SOR items will be applicable before putting the price bid. Bidder / Contractor should NOT BE under the wrong impression that any extra work for rectification / day-to-day maintenance / planned outage / break-down work done under the scope of 24-Hrs comprehensive maintenance will be paid additional amount for any extra job.
- 4.8 In case site condition is not favorable for immediate restoration of fault, temporary restoration of the service fibers shall be taken up immediately with the approval of EIC / SIC. Depending upon BCPL's captive / customer's traffic on the said link & availability of redundant links, permanent restoration of OFC jointing work may not be considered in breakdown time if the restoration works carried out with the approval from EIC. The decision of EIC shall be final in this regard. In case site is not conducive for permanent restoration some arrangement of supervision / monitoring / protection services has to be done by contractor for safeguarding exposed OFC till permanent restoration. No extra payment shall be given to contractor on account of deployment of supervision / monitoring / safe-guarding and other skilled / un-skilled services. In case of further cuts at exposed OFC location, no payment will be made to the contractor for those additional cuts for splicing works and permanent restoration shall be carried out by contractor at his own cost. Contractor will be accountable for this additional downtime of OFC link.
- 4.9 In case of more than one simultaneous OFC faults, (One set of maintenance resource / infrastructure is busy in restoration of one OFC fault in a section, & in between other fault also occurred, at some other place) in the section, the contractor has to make an alternate arrangement within four (04) hours at the site, after the second OFC fault occurred. In such cases, the mobilization time maximum up to four hours duration for the second OFC fault shall not be considered as down time. However, if contractor fails to confirm & mobilize his maintenance resources with all arrangement & provisioning within four hours, BCPL can take up the job at risk & cost of the contractor.
- 4.10 Collection & transportation of consumable materials "deliverable by BCPL" from BCPL's designated stores. The detail address of BCPL stores shall be provided to the successful Bidder at the time of award of Contract. The contractor has to draw the material from designated BCPL's store.
- 4.11 Contractor to compulsorily submit daily patrolling reports in the registers kept at designated places on daily basis & submit weekly reports to BCPL EIC covering the details of all the ongoing works/ potential risk to BCPL's OFC, preventive measures taken, & action to be taken to avoid the OFC cuts etc. as per format provided by EIC.
- 4.12 In the OFC cut situations, for restoration of the cut & carrying out civil activities at the site, in case it is required to coordinate with the other agencies/ statutory authorities, which

may involve some kind of expenditure also, same shall be managed by the contractor at his own cost without any cost implications to BCPL.

- 4.13 Contractor is required to use the consumables like jointing closures, jointing chambers, markers as per the technical specifications & makes mentioned in the tender document. In case, contractor uses any other makes of the jointing closures, which is not approved or mentioned in the tender document, payment for such consumables shall not be made to the contractor.
- 4.14 **In** a situation, where in the vicinity of BCPL's OFC network any major construction projects are going on, or about to start, & it is necessary to re-route our OFC through a new safe route to avoid damage, Contractor shall explore feasibility of alternate routes & provide detailed route plan for new location, where re-routing is proposed. After the necessary approval of new OFC route & methodology to be adopted for OFC laying, the job of shifting & re-laying of OFC shall be carried out by the contractor as per item rates mentioned in the SOR as an advance action, to maintain the fibre availability as envisaged. The quantities of various items mentioned in SOR are indicative & may vary as per the site conditions & requirement basis.
- 4.15 For NEW OFC Laying Jobs for last mile connectivity & OFC re-routing work, following is to be noted:

(i) BCPL has obtained the necessary permissions from the various govt. agencies such as NHAI, Forest, PWD & Railway, tea garden etc. during construction phase of OFC laying. In certain route, permissions from the agencies may not exist. The last mile connectivity or OFC re-routing work shall be done by laying new OFC route within city and outside the city along National highways/state highways etc. & it will be paid as per SOR for respective sections. Contractors have to arrange all statutory permissions and follow up from various / concerned government & autonomous authorities. The time period for execution of such works will be decided by EIC. All statutory payments towards ROU permission & restoration shall be borne by BCPL as per actual demand note issued by authorities.

(ii) For new OFC laying works / Re-laying of OFC through underground HDD / trenching, separate job order shall be issued by EIC stating clearly the estimated quantity of works to be executed within given time duration. Contractor shall have to complete the works to be executed within given time duration. Contractor to complete the works as per the given job order. In case contractor fails to complete the works within given time frame, he is liable to execute the same work @ 80% of the cost of the particular job order value within next one month time after schedule completion time. If contractor fails to execute the works even after this, the works shall be carried out by BCPL at risk and cost of the contractor.

(iii) Separate resources including tools, tackles, consumables, expert services (skilled / unskilled / high-skilled) shall be deployed by contractor for re-routing and OFC laying work for last mile connectivity. No resources including tools, tackles, consumables, expertise reserved or allocated for round the clock maintenance / network up-keeping should be used for these works.

(iv) All statutory payments towards ROU permission and restoration for OFC re-laying & last mile connectivity work will be borne by BCPL. **However the coordination for permission with concerned authorities shall be taken up by contractor without any extra charge / payment to BCPL.**

(v) Material like Joint Closure, HDPE Duct, Optical fiber Cable, shall be provided by BCPL free of Charge. Un-used material **shall be returned to BCPL's store** by contractor at the end of contract.

(vi) Quantities of various items mentioned in the SOR are indicative & subject to variations and the contractor will carry out the extra quantities without any reservation. The payment will be made on the basis of actual work executed as per the quoted rate.

(vii) The OFC Re-routing work & last mile connectivity work may be required to be carried out in various segments in any OFC section as per BCPL requirement and may not be in continuous stretch.

4.16 *Nil*

4.17 **SCOPE OF WORK FOR RESTORATION OF OFC CUTS ALONG PIPELINE:**

Restoration of OFC cuts in pipeline routes as defined under para (i) of “Annexure-A” is to be completed within allowable MTTR of 10 hours including travel time, restoration time, & all civil activities, splicing activities, testing of all the fibers from node stations & submission of OTDR traces, complete in all respects.

5. **SCOPE OF DELIVERABLE ITEMS :-**

DELIVERABLE BY BCPL:

- Suitable length of duct of different types, OFC cable (8/24 armored Optical fiber of combined G.652/G.655) as per requirement will be provided by BCPL.
- Among the consumables required for carrying out OFC maintenance work, only jointing closures will be supplied by BCPL and no payment shall be made to the contractor for BCPL's supplied consumables. However contractor has to keep minimum stock of above items with him up to the satisfaction of EIC to tackle any emergency at site.
- As-built drawing of initial OFC routes.
- Copies of initial OTDR test reports link wise for different sections.

5.1 The material to be issued to the CONTRACTOR shall be on returnable basis. In respect of material remaining unutilized after completion of the job, the non-utilized material shall be returned back to BCPL's designated store after the end of contract period. **Reconciliation statement for BCPL's issued material should be submitted on monthly basis to BCPL.**

5.2 For entering into the BCPL locations & OFC routes, the Entry pass shall be issued to the representatives of the CONTRACTOR by BCPL. Contractor is required to issue their company I.D cards to all the persons involved in the maintenance. BCPL will issue work permit for OFC restoration works inside BCPL Plants.

DELIVERABLE BY CONTRACTOR:

- Any other consumables needed for OFC joint but not limited to viz.m-seal, cable tie, adhesive tape, fiber jacket, sleeve for splicing, permanent marker, tissue paper for jelly cleaning, heater with kerosene for sealing Joint Closure, Optical patch-cords, Pigtailed, Adapter, Attenuator, IP Soln / Reel Cleaner, cleaner of fiber cleaver / head of splicing M/c, batteries for power meter, batteries for laser source, etc will be used & supplied by Contractor without any extra cost.
- To meet any sort of exigencies contractor has to keep minimum quantity of Joint closure as per given specification.

6. **MAINTENANCE PLAN:**

a) The maintenance of the OFC route is on the retention basis & daily patrolling of the entire OFC route is mandatory. The suitable number of OFC patrollers & manpower is to

be deployed by the contractor, so as to cover the entire length of OFC under consideration & also separate manpower shall be deployed as per the site requirement & works of other agencies along our OFC-route. The patrolling report is to be submitted by the patrollers on daily basis at respective nearest BCPL nodes.

b) The Bidder as part of his bid has to submit a detailed plan for the maintenance of the network, detailed plan to fulfill the tender conditions including the details of the manpower and equipment's proposed to be located at different sites to cover the jurisdiction as described in "Annexure-A. The successful Bidder shall mobilize the maintenance team & the equipment within 15 days from the date of intimation from BCPL which shall be on or before June'2015

c) The list of minimum man & machine required to constitute one maintenance team shall be but not limited to the list mentioned under Annexure-B.

d) The number of maintenance team to be deployed for the mentioned OFC sections & placement of the team should be as mentioned in Annexure-A. However, the responsibility of workability of the same with respect to the traveling time, availability of end to end OFC connectivity & the time under which the fault is to be attended lies with the contractor to meet the target.

7. **TESTS AND INSPECTION:**

- a. Drawings accompanying the Bid Document are indicative of the nature of work and are issued for bidding and information purposes only.
- b. The work is subject to inspection at all times by the Engineer-in-Charge and his representative/ consultant. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practice furnished to him during the performance of the work.

8. **STATUTORY APPROVALS:**

(a) CONTRACTOR shall be responsible for obtaining approval at his own cost from statutory authorities like Municipal Corporation, Development Authorities, Electricity Department PWD, NHAI and any other concerned authority as required for carrying out the repair and maintenance work and the same will be considered as the part of repair time. However all statutory payments towards Permission & restoration for new OFC laying works shall be borne by BCPL.

(b) Inspection and acceptance of the work by statutory authorities shall not relieve the CONTRACTOR from any of his responsibilities under this contract. No objections will be obliged by contractor from respective Central / State Govt / Autonomous bodies after new OFC laying in spur route / rerouting of OFC. Any changes / additions required to be made to meet the requirements of statutory authorities, shall be carried out by the CONTRACTOR, within the contract price, and at no additional cost to Owner.

9. **SERVICES AND UTILITIES:**

(a) Drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from injury by the CONTRACTOR at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Owners thereof.

(b) Should any damage be done by the CONTRACTOR to any AC Power mains, utility pipelines cables or lines (whether above or below ground etc) whether or not shown on the drawings the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-in-Charge.

(c) CONTRACTOR shall observe in addition to Codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

(d) CONTRACTOR shall have at all times during the performance of the WORK, a competent superintendent on the site. Any instruction given to such Superintendent shall be construed as having been given to the CONTRACTOR.

TECHNICAL SPECIFICATION

1. WARNING MAT

PVC sheet (orange color), Dimension 100mm x 1mm preferably inscribed BCPL OFC at 1 mtr interval both in Hindi & English alternatively.

2. JOINTING/SPLICING SPECIFICATION

- Splicing of Fibers shall be done by fusion splicing only.
- Splicing loss in each fiber in the joint should be better than 0.1 db at 1310nm/1550 nm by OTDR.
- 15-meter OFC in coil form should be kept at both the ends of splice/Joint points.
(All jointing location shall be marked with proper identification marker.)

3. JOINTING PIT SPECIFICATION

The cable-jointing pit shall be circular with following specifications:

Internal Diameter:1000 MM
Wall Thickness:50 MM
Top cover slab (height):50 MM
Total height of jointing pit:1000 MM

The Jointing pit shall be made of reinforced concrete with lifting lugs cast into the lids during construction itself. The pit shall be provided with suitable arrangement for the entry of one number of HDPE conduits (40mm Outer diameter) from both sides so that HDPE conduit should enter the pit at a height of 150 mm above the bottom level of the pit. The jointing pit/chamber should be installed in such a way that bottom of the jointing pit should be at least 1.65 Mtr below the ground level. After the installation of the pit stone joint marker should be installed.

4. JOINT ENCLOSURE

Jointing closures shall be suitable for BCPL's already installed armored OFC(4/8/24 fibres) of all construction designs (slotted core, stranded tube, centraltube). Jointing closures shall have 4 entry ports to allow entry/exit of four opticalfiber cables. The same shall have provision of locking/sealing of the ports, if not in use.

The fibers and their storage shall be managed with proper bending radius controls and protection. The fiber organizer trays shall have provision of maximum 12 fibers per tray. The trays should be hinged in such a manner that if moved about the hinge, the fibers are not strained, kinked or stressed. Also, it should be possible to work on the fibers on one tray without disturbing the fibers

on the other trays.

The jointing closure shall enable the metal parts of the cable and the internal metal parts of the closure to be maintained at earth potential.

The sealing of the entry ports, shall provide adequate sealing and shall be capable of withstanding an axial pull applied using 50kg freely suspended weight of the cable, without using any additional clamps, etc.

Jointing closures should be Dust tight (No dust ingress) and Protected against immersion in water (suitable for continuous immersion in saline water under 4 meter water-head) and should be complete with all accessories including splice cassettes, splice protection reinforced sleeves and all other accessories including accessories for electrical continuity of metallic layers of optical fiber cable, etc along-with instruction sheets.

The jointing closures shall be from one of the following recommended sub- vendors:

1) Raychem/RPG, 2) Birla-3M, 3) Siemens, 4) RFS. 5) TYCO

5. **TRENCH SPECIFICATION**

Depth of the trench should not be less than 1.65 meter & 0.45 meter width. If 1.65 meter depth is not achievable due to existing services whatsoever then cable should be laid through GI pipe by the CONTRACTOR. Existing depth of trench of 1.65 meter shall be followed in OFC route along the pipeline. Any additional measures to safeguard the OFC as per the directive of EIC will have to be undertaken by the Contractor at no extra cost.

6. **OFC CABLE PULLING**

- OFC shall be pulled gently, by using nylon rope, which in turn is connected to cable grip/pulling eye to the end of the cable. The tension in the cable during the pulling should not exceed the tensile strength of OFC.
- The stacking of OFC during the pulling shall be in figure of Eight, having the minimum diameter of 1 meter.
- The loss /attenuation should be 0.17 to 0.25 db/km at 1550 nm and 0.28 to 0.40 db/km at 1310 nm.

7. **OFC JOINT & ROUTE MARKERS:**

Each route marker & OFC joint marker shall be 90 Cm long & bottom cross-section of 50mm*200mm, will taper to 75mm*125mm at the top. The markers should be placed 60 cm in the ground & remaining 30 cm should be visible. The route markers are to be painted with enamel paint of yellow color & letters 'BCP/OFC' with red color. OFC joint markers are to be painted with enamel paint of red color & the letters 'BCPL OFC' with white color. The stone & paint used for the markers should be of reputed brand/make. PCC (1:2:4) should be provided 200 Mm thick all around the marker up to the ground level & below base.

Note: All the material should be approved in advance by EIC before delivery.

Jurisdiction

Maintenance Team at Lepetkata, Dibrugarh.

- (i) **OFC Routes along Non-pipeline i.e. Inside BCPL plants Lepetkata & Duliajan. All cable laid through HDPE conduit.**

S.No	Name of Hop/Section	Hop Length (Km)
1	OFC routes for LAN network in Lepetkata as per drawing enclosed in Annexure-	45
2	OFC routes for LAN network in Duliajan as per drawing enclosed in Annexure-	5
3	OFC routes for CCTV network as per drawing enclosed in Annexure-	10
4	OFC routes for PA system as per route diagram enclosed in Annexure-	2
5	OFC routes for Instrumentation application as per diagram enclosed in Annexure-	79
	TOTAL OFC	141 KM

- (ii) ~~OFC Routes along Gas Pipeline. (OFC are laid through directly buried beneath the Gas pipeline).~~

S.No	Name of Hop/Section	Hop Length (Km)
1	CCR, Lepetkata to SV-1 (LDPL)	18
2	SV-1 to SV-2 (LDPL)	15
3	SV-2 to GDU, Duliajan	18
4	GDU, Duliajan to OIL Terminal	3
5	CCR, Lepetkata to Naptha Terminal at Railway Siding.	12
	TOTAL OFC	66 KM

Total OFC Route length for Annual Maintenance is 207 Km.

SPECIAL CONDITIONS OF CONTRACT (SCC)- PART B:

The following special terms and conditions of contract shall supplement the general conditions of contract. Whenever, there is a conflict, the provisions herein shall prevail over those in the General Conditions.

1. While quoting, it is advisable that the prospective bidder shall make themselves fully conversant with the locations, OFC routes (details as per Annexure-A) and types of jobs in details to be carried out therein as per the tender requirement, so that they clearly understand the scope of work and assess the requirement of resources to complete the work in scheduled time.
2. CONTRACTOR is deemed to have understood the conditions of existing OFC routes like: terrains, various crossings, access details, on-route BCPL stations/Maintenance bases etc., by visiting the sites and collecting first-hand information before submission of the offer. In case of any doubt, the clarification may be taken from the owner before submission of the offer.
3. The CONTRACTOR shall be totally responsible for the successful execution of the OFC route maintenance contract.
4. The data provided in the bid document shall be used by the bidder for reference and information purpose only. It shall be the bidder's responsibility to verify the data & satisfy himself in regard to accuracy & utility of data.
5. CONTRACTOR shall be responsible for making an arrangement at each maintenance station for excavation works, testing, measuring, splicing equipments, unskilled/skilled manpower, transport facilities for their teams & other logistic supports required to maintain end-to-end OFC connectivity in physical layer as per the contract.
6. The responsibility of the CONTRACTOR shall include provision of preventive measures of OFC routes such as surveillance of the route, co-ordination with local authorities to avoid damage and cut, deployment of manpower, supply of required materials, erection, installation, testing, documentation, including the related civil works necessary for ensuring the complete end-to-end OFC connectivity in physical layer as described in the tender document at no extra cost to BCPL.
7. The material used & workmanship shall satisfy the applicable standard specifications.
8. Where, it is mentioned in the specification that the CONTRACTOR shall perform certain work for completing the job in totality, it is understood that the contractor shall do so at his own cost and contract price shall be deemed to have included cost of such performances and provisions, so mentioned.
9. CONTRACTOR shall be totally responsible for the calibration & functionality of test equipment to be used at site. All the tools, tackles & Test instruments shall be duly certified by the authorized agency.
10. Contractor to provide safety appliances like: dust masks, safety belt, safety shoes, helmet, hand gloves, safety goggles, rain gears etc to their personnel working.
11. During any construction work in public places, all precautionary caution boards, barricading sheets as per standard laws & rules to be used by the Contractor.
12. During the course of execution of the work, if any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered which needs to be clarified, the matter shall be referred to the owner who shall give his decision in the matter and his decision shall be final and conclusive.
13. Engineer-in-charge (EIC) will be communicated at the time of award of contract.
14. Contractor shall submit along with the offer the organogram up to maintenance- point-wise (with detailed task sheet for each position) listing the number of personnel who will be available permanently for the maintenance works of BCPL. This should include details of technical qualification & minimum experience. Contractor is also required to furnish his detailed philosophy how the total preventive and break down actions will be

taken up by him for maintaining the down time mentioned in the tender. If required any corrections suggested by BCPL before award in the scheme to be incorporated by the contractor to achieve the end objective of OFC maintenance.

15. The work is subjected to inspection at all times by the EIC. The CONTRACTOR shall carry out all instructions given by him or his representatives during inspection.
16. Any work not confirming to the execution plans, standard specification codes or engineering practices shall be rejected forthwith and the CONTRACTOR shall carry out the rectification at his own cost.
17. At the end of every month contractor is required to submit the OTDR reports and power meter readings hop-wise and it is expected that all the restoration of fibers are carried out and the losses are in the limits. All results of inspection and tests will be recorded in the inspection reports, Performance of which will be approved by the EIC.
18. Just by Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this contract.
19. With the offer, CONTRACTOR shall provide the complete details of planning for items/materials, test/measuring instruments, tools/tackles & manpower to be deployed for the jurisdiction as mentioned elsewhere in the document.
20. CONTRACTOR shall observe in addition to codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to work and shall be responsible for extra costs arising from violations of the same, which shall be borne by the Contractor.
21. By entering into the maintenance contract with BCPL, the contractor shall agree to maintain the secrecy of all documents/information/drawings etc. provided by BCPL during the period of contract and shall handover all the documents back immediately after the termination of the contract.
22. In case if EIC feels that the contractor is not able to execute the work to the satisfaction of BCPL, EIC shall at his own discretion can engage other agencies to ensure the smooth execution of the job at the risk & cost of the Contractor.
23. In case of any OFC fault condition, if the work front is not available to the contractor due to the non-conductive/adverse ground / site conditions (which is also checked & agreeable to the BCPL) and the Contractor has mobilized the Maintenance team including all required resources at site, the link downtime till the availability of the work front shall not be attributed to the Contractor. The decision of the EIC in this situation is final before consultation with NMS, Lepetkata.
24. Various procedures and method statements to be adopted by CONTRACTOR during any construction or restoration job as required under the contract shall be submitted to owner in due course of time for approval. No such construction activity shall commence unless approved by owner in writing.
25. CONTRACTOR shall depute an experienced / competent representative(s) at site during the execution of any job. Any instructions given to such representative(s) shall be constructed as having been given to the CONTRACTOR.
26. The order in which the work shall be carried out shall be subjected to the approval of EIC and shall be so as to suit the detailed method of job execution adopted by the CONTRACTOR, as well as the agreed joint program.
27. The CONTRACTOR shall establish document and maintain an effective Quality Assurance System to ensure that the work is performed in a planned, systematic manner to the best quality standards and properly documented to provide confidence that materials supplied and/or work executed by him confirm to the applicable specifications and all the requirements of the contract document, and the work executed shall perform satisfactorily for the entire period of its life.
28. The owner shall claim all the costs, damages or expenses that the owner may have paid, for which under the contract the CONTRACTOR is liable. All such claims shall be billed by the owner to the CONTRACTOR, as and when they fall due. Such bills shall be

supported by appropriate & certified vouchers or explanations, to enable the CONTRACTOR to properly identify such claims.

Such claims shall be paid by the CONTRACTOR within 15 days of the receipt of corresponding bills and if not paid by the CONTRACTOR within the said period, the owner may then deduct the amount, from any amount due or becoming due by the owner to the CONTRACTOR under the contract or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the owner such claims.

29. CONTRACTOR shall be solely responsible for making available for executing the work, all-requisite construction equipment, special aids, tools, tackles and testing equipment and appliances. Such construction equipment etc. shall be subject to examination by the owner and approval for the same. Any discrepancies pointed out by the BCPL shall be immediately got rectified, repaired or the equipment replaced altogether, by the CONTRACTOR.
30. The accessing of BCPL's facilities shall be allowed to authorized person from CONTRACTOR'S side with the prior intimation to BCPL's Engineer-in-Charge (EIC) Further; the authorized person has to enter the timing of accessing BCPL's facility in the log-book at the facilities with the security posted at the location. At BCPL's pipeline locations, having gas installation in operation, smoking & any types of hot-jobs involving welding; spark, ignition, etc are strictly prohibited. Access shall be governed by the safety and security stipulation as applicable for Hydro-Carbon installation and followed in such installation.
31. Within the BCPL's premises, the representative of the CONTRACTOR shall take care for not tampering with the BCPL's installed equipment for pipeline, power supply, SCADA & Telecom etc. purpose. Suitable arrangements for power shall be made available by the CONTRACTOR for operating machines, instruments and tools, as required for carrying out the job.
32. All faults shall be intimated to the CONTRACTOR'S supervisor / authorized person by either BCPL's network management center or the Engineer-In-charge as indicated through telephonic communication, e-mail and through fax. For this the CONTRACTOR shall provide BCPL with the contact numbers (both land line and Mobile) & e-mail address if any immediately after award of contract.
33. The locations of repeater/cable route are indicated on the alignment sheet to be supplied by BCPL after award of contract to a successful bidder, however bidder is advised to visit the sites and ascertain the conditions/route under which the work shall be actually performed.
34. It is advisable that Bidders must visit site to familiarize themselves with all constraints, restrictions, access requirements and available infrastructure. CONTRACTOR shall not be eligible for any adjustment in cost and time, on account of any lack of data regarding above. Contractor shall visit the OFC route and satisfy himself before quoting the rates.
35. The As-built drawings of OFC route & OFC OTDR test reports shall be given to the CONTRACTOR after the award of job. Also contractor shall carry out the OTDR testing of all sections and the information collected therein shall be considered as the reference only for carrying out the rectification during contract period. Any changes found in the As-built with respect to the site condition shall not become a reason for the delay in execution of the job & any extra claim by the CONTRACTOR.
36. While executing the job at site by the CONTRACTOR, penalty claimed against any damage caused to the infrastructure of BCPL & other parties shall be borne by the Contractor.
37. Bidders are advised to submit their quotations strictly based on the terms, conditions, and specifications in the tender document and not to stipulate any deviations.
38. In the event of simultaneous OFC cut where severity of both the OFC fault is critical than CONTRACTOR has to mobilize additional fiber restoration team as per direction of Engineer-In- Charge. However, no separate payment will be made in such circumstances.
39. In the event of delay in actual starting of Annual Maintenance Job, CONTRACTOR may have to carry out additional OFC repairing job in BCPL as per direction of Engineer-In-

Charge. However, payment for such repairing job will be made separately as per SOR PART B on actual work done basis.

40. If the contractor is working in Pipeline and there is a cut in non-pipeline route, then EIC along with NMC shall decide the which one shall be attended first and the time of working the contractor in pipeline section shall not be attributed in monthly down time.

41. MAINTENANCE PHILOSOPHY

This OFC maintenance contract is designed to give more importance to preventive maintenance than breakdown maintenance. Ideally, no OFC cut situation is desired for 100% link availability in a month. Maximum payment on part of retention amount can be achieved only in case of maximum link availability and attending the OFC fault and other jobs in minimum possible time with the readiness of manpower (supervisor, splicer, helper, labours, driver etc.), machines & tools (splicing machines, OTDR meter, power meter, power source, patch-cords etc.), and other materials as specified in Annexure- B.

For avoiding the OFC cut, contractor should pay more attention on strict route surveillance, efficient & effective planning for taking measures for i) protection & safeguarding of OFC ii) reducing breakdown time iii) permanent restoration within 48 hrs. iv) co-ordination & liaisoning with external agencies like Municipal Corporation/ Nagarpalika, R& B, forest, railway, canal, NHAI, and other third agencies and its contractors to collect advance information about the on-going activities at site.

42. PERIOD OF CONTRACT:

BCPL will intimate for mobilization of contractor resources at site on or before 30th June'2015. The maintenance contract shall be valid for a period of 01 (ONE) year from the date of mobilization of maintenance team. Contractor shall mobilize their maintenance team and the equipment's within 15 days from the date of intimation from BCPL. BCPL reserves its right for the extension of the contract for a further period of THREE month beyond the initial period of ONE year on the same rates, terms & conditions.

43. CONTRACTOR DEFAULT:

44.

The CONTRACTOR becomes defaulter on the following conditions:

- 44.1 If the party fails to repair single fault/cut and make the OFC link available within 24 hours.
- 44.2 Improper maintenance resulting in down time / consumables / loss of parts.
- 44.3 Loss or damage to owner's property due to the acts of Contractor.
- 44.4 In the event BCPL receive notice from any statutory authorities or from external agencies on account of loss/damage to their property due to the acts of Contractor.

45. CONDITIONS FOR TERMINATION:

BCPL may terminate the contract if the CONTRACTOR has defaulted more than three times and get the work done at risk and cost of the CONTRACTOR. No separate notice shall be issued to the CONTRACTOR for getting the job done at his cost and risk.

46. PROVISION FOR ADDITION / DELETION FOR MAINTENANCE OF OFC LINK:

For the maintenance purposes in the event of addition/deletion of the OFC link to the existing network, the payment shall be made as per the following:

The total retention fee quoted by the CONTRACTOR shall be divided by total OFC length mentioned under jurisdiction (as per "Annexure-A") to calculate retention fee for one Kilometer, which shall then be multiplied by the length of OFC link (added/deleted) to calculate the Retention fee for the added/deleted link. Similarly the allowable downtime for the purpose of payment of monthly retention amount shall be modified on pro-rate basis for each case. However, in any case, minimum increase/decrease in downtime shall be not less than 1 hour and it should be multiple of 1 hour. For example for section of OFC length of 225 Km with allowable down time of 15 hours, there will be increase/decrease in allowable down time by 1 hour when there will be increase/decrease of minimum 15 Km of OFC length (225Km/15Hours).

The payment against the consumables for the new OFC link shall be paid on actual basis to the CONTRACTOR for the changed scope.

47. RECORD OF FAULT/REPAIR TIME:

Repair Time: Time taken by the contractor from the time of lodging the complaint to the representative of the contractor over telephone/mobile phone by NMS/EIC/SIC of BCPL up to the time of restoration of end to end traffic (OFC link) after rectification of OFC cuts/faults. The repair time of the OFC faults in a month shall be by collecting data from NOCC & record maintained at the maintenance centers of BCPL. Based upon the cumulative repair time of all the OFC faults in a month, the monthly retention amount is payable to the contractor.

48. TERMS OF PAYMENT:

Payment: 100% payment (subject to required deductions) of the monthly bills submitted by the contractor shall be made against the actual work done on the basis of OFC faults attended by the contractor after completion of work duly accepted and certified by the Engineer-In-Charge. The payment shall be released within 15 days of submission of duly completed bill. The running bills should be supported by copy of the wage-sheet, PF, ESIC/WC latest challan and memorandum of support to process the same.

The CONTRACTOR shall be paid monthly retention charges as per SOR PART A, the consumables & for OFC restoration work other than scope of maintenance, shall be paid quarterly as per SOR PART B for respective sections subject to submission of permanent restoration certificate of fault occurred during period, jointly signed by BCPL's & contractor's representatives.

(A) Retention Fees (For restoration of OFC faults along the Pipeline & Non Pipeline routes):

Payment against monthly retention fee as per the respective SOR PART A shall be released to the Contractor on monthly basis within 15 days after receipt of invoice from the Contractor.

The amount against the Retention fee is dependent upon the total Repair Time taken by the Contractor for the restoration of all OFC link cut/faults occurred during the month per

Maintenance Station. Accordingly, the value of the Retention fee for non-pipeline route per month shall be decided as per the following:

- a) Cumulative Repair Time of the fault in a calendar month: Up to 15 hours: 100 %payment of monthly retention fee.
 - b) Cumulative Repair Time of the fault in a calendar month: greater than 15hours and up to 20 hours: 90% payment of monthly retention fee.
 - c) Cumulative Repair Time of the fault in a calendar month: greater than 20hours and up to 25 hours: 80% payment of monthly retention fee.
 - d) Cumulative Repair Time of the fault in a calendar month: greater than 25hours and up to 30 hours: 70% payment of monthly retention fee.
 - e) Cumulative Repair Time of the fault in a calendar month: greater than 30hours and up to 35 hours: 50% payment of monthly retention fee.
 - f) Cumulative Repair Time of the fault in a calendar month: greater than 35 hoursand above 30% payment of monthly retention fee.
49. The other activities like installation of jointing pits, trenching, backfilling & restoration should be completed within 24 hours from the time, complaint hadbeen lodged to the contractor'srepresentative by our Engineer/NMC.

50. Repair time along the pipeline route:

The MTTR for the pipeline shall be maximum 10 hours which includes travelingtime and restoration of OFC fault and link. After allowable MTTR of 10 hours,there will be reduction in payable Retention charges for restoration of OFC fault @1% forfirst four hours delay and for delay beyond four hour i.e. MTTR more than 14hours payment shall be reduced by 5 % of Retention money as per SOR.

51. Bid Evaluation:

Bids shall be evaluated on the basis of LOWEST BID for SOR PART A AND B ON OVERALL BASIS.

52. Commercial Terms:

52.1 INSURANCE:

Contractor will take the work-men compensation, BCPL issued material andagainst third party damages. All the workers deployed must be covered underESIC/ workmen compensation insurance policy & all risk policies.Contractors must take the registration under the definition of building and otherworkers act in case the number of manpower exceeds 10 workers.

52.2 INCOME TAX:

Income Tax at the prevailing rate as applicable from time to time shall be deducted from CONTRACTOR bills as per Income Tax Act and quoted Ratesshall be deemed to include this.

52.3 TAXES, DUTIES, OCTROI, LEVIES ETC:

The quoted prices shall be inclusive of **all taxes, duties, octroi etc.** till the completion of the contract. **Service tax including the cess will be paid extra.**

52.4 ESCALATION:

The retention fee quoted by the CONTRACTOR shall be kept firm till the completion of entire period of contract, and no Price Escalation shall be paid on any ground.

53. LABOUR LICENSE:

Before starting of work, CONTRACTOR shall obtain a license from concerned authorities under the Contract Labor (Abolition and Regulation) Act 1970, and furnish copy of the same to the Owner. In case the number of manpower deployed exceeds 20 the contractor must obtain labour license.

LEPETKATA – OFC JURISDICTION:

A. Total OFC along Pipeline route laid through directly buried:-

FROM	TO	DISTANCE
CCR, LEPETKATA	SV-01 (LDPL)	18 KM
SV-01 (LDPL)	SV-02 (LDPL)	15 KM
SV-02 (LDPL)	GDU, DULIAJAN	18 KM
GDU, DULIAJAN	OIL, TERMINAL DULIAJAN	3 KM
CCR, LEPETKATA	NAPTHA TERMINAL, RAILWAY SIDING	12 KM
TOTAL		66 KM

B. Total OFC along Non Pipeline route i.e. inside BCPL plants area's where OFC has been laid through HDPE Conduit :

S.No	Name of Hop/Section	Hop Length (Km)
1	OFC routes for LAN network in Lepetkata as per drawing enclosed in Annexure-	45
2	OFC routes for LAN network in Duliajan as per drawing enclosed in Annexure-	5
3	OFC routes for CCTV network as per drawing enclosed in Annexure-	10
4	OFC routes for PA system as per route diagram enclosed in Annexure-	2
5	OFC routes for Instrumentation application as per diagram enclosed in Annexure-	79
	TOTAL OFC	141 KM

Minimum Man & Machine required to be engaged under maintenance team (on round-the-clock-basis):

1. Site Supervisor : 1 No(skilled).
2. Experienced Splicing Technician : 1 No(Skilled).
3. Splicing Support Person : 1 No.(S Skilled)
4. Labour Force : 2 Nos.
5. Vehicle (4 Wheeler) with Driver : 1 No.
6. Generator set, Lighting arrangement like Petromax, AC/DC power Supply : 1 No.
7. Splicing Machine (Fusion) : 1 no.
8. OTDR meter with dummy fiber : 1 no.
(Also the OTDR shall be able to measure minimum up to 120 Km fiber length i.e. Designed for at least 42/40 db measured losses).
9. Laser Power meter : 1 no
10. Communication gadget Land line telephone /Cell Phone) : 2(Min.)
11. Tools & Tackles, umbrella tent etc. : 1 set
12. Digital Camera : 1 No
13. Manpower for patrolling along with Communication facility for workability of the tender for daily foot patrolling of Lepetkata-Duliajan& Lepetkata-Railway siding (i.e. Naptha Pipeline) Pipeline route (LDPL) distance varying from approximately 10 to 15Kms per day per manpower. Weekly patrolling/surveillance report of OFC route shall be sent to the concerned site Engineers. Also additional manpower shall be placed at all the places, to coordinate the ongoing works of other agencies, to avoid damage/cut to OFC. A report on weekly basis about such works, & action taken thereof shall be generated & sent to concerned site Engineers.
14. Contractor should ensure following:
 - A. Manpower and equipment's should be available with the maintenance teams round the clock as listed above. However contractor can add more manpower & equipment's for speedy maintenance & minimizing downtime without extra cost implications to BCPL.
 - B. All the equipment's to be used like OTDR, Machine, and Power source & power meter shall be calibrated regularly as per the OEM requirement & procedures & test certificates shall be submitted to BCPL.
 - C. Sufficient labours should be provided as and when required round the clock during repair of fault/faults.
 - D. Contractor should always maintain minimum stock of the following consumable materials with the maintenance team:
 - I. Joint Closures: 8 Nos.
 - II. RCC Jointing pit : 4 Nos.
 - III. OFC Joint /route marker: 10 Nos
15. It is to be noted that above materials, manpower, logistics & resources are to be available with the maintenance team on round the clock basis without fail. The availability & workability of above materials, manpower & other resources & logistics may be inspected & checked by EIC or representative of EIC at any time during the contract period. The monthly retention amount shall also depend upon the availability of all the materials, manpower, resources & logistics as mentioned in Annexure-B.

16. There shall be penalty of 1 % of monthly retention charges on per day basis, in case of unavailability of any of the resources / manpower in the maintenance team is found / reported. The contractor has to arrange/replenish the resources/manpower within time frame of 8 -12 hours as mentioned elsewhere in the tender document. In this account, total penalty can go up-to 30% of the monthly retention charges in given month.

The penalties as detailed above on account of on account of monthly cumulative downtime (Preventive) & also on account of non-availability of required manpower, resources & logistics shall be levied separately & payment of monthly retention charges shall be made after adjustment of all the penalties in a given month.

PREAMBLE TO SCHEDULE OF RATES

- 1 Quoted rates should be as per Scope of Work.
- 2 Bidders are required to quote the rates strictly as per the below SOR and not to use any other format.
- 3 Rates should be quoted including all taxes & duties except Service tax.
- 4 Service Tax is payable extra on submission of proper cenvatable invoice as per rules in vogue in India from time to time. Statutory variation would be dearth with as per relevant clause of GCC. Present applicable rate is 12.36%.
- 5 If the services fall under the list of services defined in reverse charge mechanism, then the liability of deposition of service tax to the tax authority by the contractor and the owner shall be dealt in accordance with Notifications issued by Government of India from time to time.

PART – I

SCHEDULE OF RATES **[UNPRICED BID]**

**Annual Maintenance Contract for BCPL OFC Network & Supply of Jointing Kits for a period of one
(01) year**

SCHEDULE OF RATES [UN-PRICED BID]

PART-A						
Sl. No.	Description of Job/Item	Unit	Qty	Rate per month (In figures) (Rs)	Rate per month (In Words) (Rs.)	Amount (In figures) (Rs)
	A	B	C	D	E	F = D x C
1	MINIMUM MONTHLY RETENTION CHARGES For OFC routes under Lepetkata region, against various activities as mentioned under “scope of work” and special condition of contract of the document to undertake all preventive measure against damage of OFC, rectification of OFC, identification of Faults/cuts, Splicing of fibers as per technical specification and restoration of Fault in totality within the time frame as per the tender in case of OFC fault/Cut/Break down due to any reason (including traveling and mobilization time) Inclusive of All Taxes except Service Tax).	Months	12	Do Not Quote	Do Not Quote	Do Not Quote
PART-B						
Sl. No.	Description of Job/Item	Unit	Qty	Rate per month (In figures) (Rs)	Rate per month (In Words) (Rs.)	Amount (In figures) (Rs)
1	Splicing of OFC fault/Cut in BCPL OFC route other than scope of Maintenance in totality including travelling/mobilization of manpower & material.	EA	06	Do Not Quote	Do Not Quote	Do Not Quote

2	Rerouting/Laying of OFC Site survey, trenching , laying of HDPE duct, warning mat considering different type of crossing like, road, Nallah & Railway etc, splicing, blowing of OFC, restoration, installation of joint pit / markers, HOP testing, termination, earthing of OFC cable, preparation of OFC rout as build etc.	Meter	3000	Do Not Quote	Do Not Quote	Do Not Quote			
3	Laying of HDPE Duct(one /Two) through trenchless procedure i.e. HDD/ moiling method in the area where open trench is not possible , and blowing of cable inside the duct and restoration of site.	Meter	300	Do Not Quote	Do Not Quote	Do Not Quote			
	Description of Job/Item	Unit	Qty	Unit Rate	Excise Duty (ED) (Rs)	VAT / CST (Rs)	Freight (Rs)	Cenvat benefit on ED (Rs)	TOTAL AMOUNT (Rs)
		A	B	C	D	E	F	G	H = B * (C+D+E+F)
4	Supply of jointing pit, as per specification	EA	30	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote	Do Not Quote
GRAND TOTAL : PART A + PART B (INCLUSIVE OF ALL TAXES & DUTIES AND EXCLUSIVE OF SERVICE TAX) (Rs)									Do Not Quote

The price quoted is inclusive of all taxes and duties except service tax.

PART – II

SCHEDULE OF RATES

[PRICED BID]

**Annual Maintenance Contract for BCPL OFC Network & Supply of Jointing Kits for a period of one
(01) year**

SCHEDULE OF RATES [UN-PRICED BID]

PART-A						
Sl. No.	Description of Job/Item	Unit	Qty	Rate per month (In figures) (Rs)	Rate per month (In Words) (Rs)	Amount (In figures) (Rs)
	A	B	C	D	E	F = D x C
1	MINIMUM MONTHLY RETENTION CHARGES For OFC routes under Lepetkata region, against various activities as mentioned under “scope of work” and special condition of contract of the document to undertake all preventive measure against damage of OFC, rectification of OFC, identification of Faults/cuts, Splicing of fibers as per technical specification and restoration of Fault in totality within the time frame as per the tender in case of OFC fault/Cut/Break down due to any reason (including traveling and mobilization time) Inclusive of All Taxes except Service Tax).	Months	12			
PART-B						
Sl. No.	Description of Job/Item	Unit	Qty	Rate per month (In figures) (Rs)	Rate per month (In Words) (Rs)	Amount (In figures) (Rs)
1	Splicing of OFC fault/Cut in BCPL OFC route other than scope of Maintenance in totality including travelling/mobilization of manpower & material.	EA	06			

2	Rerouting/Laying of OFC Site survey, trenching , laying of HDPE duct, warning mat considering different type of crossing like, road, Nallah & Railway etc, splicing, blowing of OFC, restoration, installation of joint pit / markers, HOP testing, termination, earthing of OFC cable, preparation of OFC rout as build etc.	Meter	3000						
3	Laying of HDPE Duct(one /Two) through trenchless procedure i.e. HDD/ moiling method in the area where open trench is not possible , and blowing of cable inside the duct and restoration of site.	Meter	300						
	Description of Job/Item	Unit	Qty	Unit Rate	Excise Duty (ED) (Rs)	VAT / CST (Rs)	Freight (Rs)	Cenvat benefit on ED (Rs)	TOTAL AMOUNT (Rs)
		A	B	C	D	E	F	G	H = B * (C+D+E+F)
4	Supply of jointing pit, as per specification	EA	30						
GRAND TOTAL : PART A + PART B (INCLUSIVE OF ALL TAXES & DUTIES AND EXCLUSIVE OF SERVICE TAX) (Rs)									

The price quoted is inclusive of all taxes and duties except service tax.