



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20140133/BB

Date: 02.09.2014

To,

**BID DOCUMENT FOR CONTRACT FOR 33 KV OVERHEAD TRANSMISSION
LINES HOOK UP JOB FOR BCPL AND CISE TOWNSHIP.**

LIMITED DOMESTIC COMPETITIVE BIDDING

Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
“Administrative Building”,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel# +91-373-2914609/635

Contact Person:

Sh. Bhaskar Barman

SO(C&P)

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Project Site Office: Main Fire Station Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)

Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

CIN: L40200DL1984G01018976, Website : www.bcplindia.co.in

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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 for providing contract for 33KV Overhead line Hook Up Job required for BCPL and CISF Township 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 Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20140133/BB
1.2.3	Bid documents available on Website & BCPL office	From 17.00hrs on 02/09/2014 on www.bcplonline.co.in , www.gailtenders.in and & CPP portal
1.2.3	Delivery schedule	REFER SPECIAL CONDITION OF CONTRACT-PART B of SECTION III of tender
1.2.4	Pre-Bid Meeting	08/09/2014 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	19/09/2014 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un - priced bid at BCPL, Lepetkata	19/09/2014 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
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMIN. BUILDING, C&P DEPARTMENT P.O. - LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs 12,500/- (Rupees Twelve thousand Five Hundred Only)
	Tender Fees (non-refundable)	Not Applicable in this tender
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @10% of Contract Value 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.
1.2.10	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMIN. BUILDING, C&P DEPARTMENT P.O. - LEPETKATA, DIBRUGARH-786006, ASSAM

1.2.11	Contact Person	Bhaskar Barman ,Sr. Officer (C&P) E-mail: bhaskar.barman@bcplindia.co.in Ph. No. +91-373-2914609/635
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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 along with the following documents.

i) EMD/Bid security.

ii) Power of Attorney.

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.**

2) EARNEST MONEY DEPOSIT/BID SECURITY

[Refer clause no. 5 of RFQ of Tender Document]

It should contain only the "EMD/BG" and no terms and conditions and document(s). Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission" along with the un-priced bid.

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.

3) BIDDER'S ELIGIBILITY CRITERIA:

3.1. Technical BEC:

a) The bidder should have carried out at least one work of Erection , testing and commissioning of 33 KV overhead line against a single order value of minimum Rs. 3, 25,000.00 in previous seven(7) years period (to be reckoned from the due date of submission of bid). Bidder need to produce copy of such work order details along with completion certificate duly attested by Gazetted Officer / notary public.

b) The bidder should have valid 33 KV Electrical Contractor License. Copy of the 33 KV Electrical license is to be submitted along with the bid duly attested by Gazetted officer/notary public.

3.2 Experience acquired by a bidder as a sub-contractor shall also be considered for qualifying the experience criteria of BEC. In such cases, bidder shall be required to furnish the following documents in support of meeting the BEC:

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

3.3 However, Bids of Joint Venture/ Consortium is not acceptable.

3.4 A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a 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 payment 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 in the bidding documents to meet BEC.

Original work/service orders and Client certificate should be available with the bidder for verification of the same, if so desired by BCPL.

All documents furnished by the bidders in compliance of Technical BEC shall necessary be duly attested by Gazetted Officer / notary public with legible stamp.

3.5 **Bids would be evaluated on overall lowest quoted bid basis.**

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

4) EARNEST MONEY DEPOSIT / BID SECURITY:

Rs 12,500/-. For details refer point no. 6 of General Condition of Contract -SECTION IV of tender In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall be treated as non responsive & shall be rejected.

- However, PSUs & SSI are exempted from payment of EMD.

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of 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 a letter head.

- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids will not be considered/opened.
- The format of Bank Guarantee for earnest money should be as per 'Format-4' of Instruction to bidders -SECTION IIB.

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:

- 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.
- The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - 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.
 - 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.

- If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise 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 with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- Implementation of above provision is at the discretion of BCPL.

6) PRE-BID MEETING:

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

7) PERIOD OF CONTRACT

REFER SPECIAL CONDITION OF CONTRACT-PART-B of **SECTION III** of tender document.

8) VALIDITY PERIOD OF OFFER:

Refer clause no 15 of Instruction to Bidders (ITB) **SECTION IIA** of tender document.

9) VAT / CST No.: Please provide VAT/CST no.

10) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- **Tender Fee:** NIL
Bidder may download the tender documents from GAIL's or BCPL's website. In that case bidder must furnish the tender fees in the form of DD along with the un-priced bid.
- 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.

11) TERMS OF PAYMENT:

Please refer Clause No 10 of Special Condition of Contract (Part -B) of SECTION-III.

12) PRICE REDUCTION SCHEDULE: As per GCC.

13) 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.

14) JURISDICTION OF COURT:

The purchase order shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Guwahati (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Guwahati (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

15) ARBITRATION:

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

16) FORCE MAJEURE:

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

17) REJECTION CRITERIA:

The following conditions/ clauses shall constitute REJECTION CRITERIA for this tender and the bid/offer of such bidders taking deviations to these criteria will be liable for rejection-

- i) Firm Price
- ii) EMD
- iii) Scope of work
- iv) Special Conditions of Contract
- v) Price Schedule
- vi) Period of Contract
- vii) Period of Validity of bid
- viii) Price Reduction Schedule/ Demurrages /Penalty
- ix) Performance Bank Guarantee / Security Deposit
- x) Force Majeure
- xi) Applicable Laws
- xii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

18) 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) RFQ Covering Letter.
- ii) Special conditions of contracts (Part B)
- iii) Special conditions of contracts (Part A)
- iv) Instruction to Bidders
- v) General conditions of contracts

- 19) 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 alongwith 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.

Consignee Address:

Office of the Dy. General Manager (C&P)
Administrative Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepatkata,
District - Dibrugarh, Assam, India PIN - 786006
Tel-0373-2914609/635

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

Yours faithfully,

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

B J BARMAN
Sr. Officer(Contracts & Procurement)
E-Mail: bhaskar.barman@bcplindia.co.in
Ph no: 0373-2914609/635

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140133/BB

Item: BID DOCUMENT FOR CONTRACT FOR 33 KV OVERHEAD TRANSMISSION LINES HOOK UP JOB FOR BCPL AND CISF TOWNSHIP.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 19/09/2014

Date and time for opening of bids: 15.00 hrs (IST) on 19/09/2014

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609/635
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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

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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 IV, Special Conditions of Contract, hereinafter referred to as "the Services".

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

Please refer clause 3.0 of RFQ.

4. One Bid per bidder

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

5. Cost of Bidding

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

6. Site Visit

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

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

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

7. Service Tax

Please Refer Preamble to SOR.

7.1. Abnormally High Rates (AHR)

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

(I) Rates as per SOR, quoted by the contractor.

(II) Rate of the item, which shall be derived as follows:

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

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

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

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

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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, Original EMD and shall contain the following:

- ii) Covering Letter as per format "Submission of tender" enclosed with GCC
- iii) Bidder's general details/information as per format F-1.
- iv) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- v) A Bid Form as per format F-2.
- vi) Copies of documents as required in F-3
- vii) A confirmation that prices in requisite formats, strictly complying with the requirement, are in envelope number II "Price Bid".
- viii) Documents establishing the eligibility and conformity to the Bid Documents services, which the bidder proposes to provide.
- ix) Bid security in accordance with Clause no 4 of RFQ & Clause 16 of ITB to be furnished either in the form of Banker's cheque / Bank Draft payable to BCPL at Lepetkata / Bank Guarantee as per format F-4/ Letter of Credit as per format.
- xi) Letter of authority in favour of anyone or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
- xii) Confirmation of no deviation as per Format F-6.
- xiii) Specific Experience and other details as called for in qualifying requirements. Copy of work order and completion certificates should be enclosed.
- xiv) Current commitments strictly as per format F-8.
- xv) Agreed Terms & Conditions duly filled-in at F-13.
- xvi) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
- xvii) 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
- xvii) 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 Un priced Bid" - PART-II
Part-II price Bid

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

13. Bid Prices

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

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

13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall 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

Refer Clause no 6 of RFQ --SECTION IA of tender document.

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/ Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

20. E-Payment

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

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

Part II - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

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

25.5 In case after price bid opening the lowest evaluated bidder (L-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 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. The bidders' representatives, who are present, shall sign a register evidencing their attendance.

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

- (c) meets the Bid Evaluation Criteria;
- (d) has been properly signed;
- (e) is accompanied by the required securities;
- (f) is substantially responsive to the requirements of the bidding documents; and
- (g) 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 cost basis i.e. overall quoted amount inclusive of all taxes and duties + service tax and education cess thereon.

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

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

38. Notification of Award

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

38.2 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-12 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. ERRANT BIDDER:

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

43. 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.

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

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 Bid Currency _____

1-12 Place of dispatch _____

1-13 Whether Supplier /
 Manufacturer _____

(Country
 Code)

Dealer/Trader/Contractor

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-19 Excise Registration number : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or not : _____

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +91 373 2914611

Dear Sir,

duly 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 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 (03) 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,
Central Warehouse 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)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**(To be stamped in accordance with the Stamp Act)**

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

BRAHMAPUTRA CRACKER & POLYMER LTD.
 "MAIN FIRE STATION BUILDING" LEPETKATA,
 NH-37, P.O. LEPETKATA, DIBRUGARH,
 ASSAM, PIN - 786 006

Dear Sir (s),

In accordance with Letter inviting Tender under your reference No.-----

M/s-----having their Registered/Head
 Office at----- (hereinafter called the Bidder) wish to participate in
 the said tender for-----

As an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of -----is required to
 be submitted by the Bidder as a condition precedent for participation in the said Tender which amount
 is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the -----Bank at-----having our Head Office ---
 ----- (Local Address) guarantee and undertake to
 pay immediately on demand without recourse to the bidder by Brahmaputra Cracker & Polymer
 Limited., the amount -----without any
 reservation, protest, demur and recourse. Any such demand made by BCPL, shall be conclusive and
 binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain, valid up to----- (This date
 should be 180 days (One hundred & eighty days) after the date finally set out for closing of tender). 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.

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this -----
 -----day of -----200 ----- at -----

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____

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

Ref: No.

Date:

To,
 Brahmaputra Cracker & Polymer Ltd.
 "Central Warehouse 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.
"Central Warehouse 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:

(Signature of Authorized Signatory of Bidder)

Date:

Name:

Designation:

Seal:

BIDDER'S QUERIES FOR PRE BID MEETING

To,
 Dy. General Manager (C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam (India)
 Phone: +91 373 291461

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	BCPL'S REPLY
	SEC. NO.	Page	Clause No.	Subject		

NOTE: The Queries may be sent by e-mail to bhaskar.barman@bcplindia.co.in before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Description of the Work	Date of Commenceme nt of Work	Schedule d Compo. Period	%Age Completion as on Date	Expected Date of Completion	Remarks

Note: This list must be a full list of all type of works in hand.

SEAL AND SIGNATURE OF BIDDER

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

To:

Brahmaputra Cracker & Polymer Ltd.
 "Main Fire Station 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,

 Bank
 By its Constituted Attorney
 Signature of a person duly authorized to sign on behalf of the Bank.

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DECLARATION

To
Brahmaputra Cracker & Polymer Ltd.
“Main Fire Station 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,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

"ADMINISTRATIVE BUILDING", 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 Person	:	_____
(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. and

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 Signed and Delivered for and on behalf of EMPLOYER.
on 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. _____

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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 PF registration certificate shall be provided before commencement of work (if awarded).	
6		Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	
7		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.	
8		Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	
	a	Bid Security No. & Date	
	b	Value & validity	
	c	Name & address of Bank Issuing Bid Security	
9		Provide PAN number.	
10		Provide Service Tax Registration number.	
11		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
12		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same	

		format.	
13		Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
14		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, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
15		Confirmed that all terms and conditions of the tender are acceptable in totality	
16		Confirm that the prices are quoted as per clause 13.0 of ITB.	
17		Bidder's name and address	
18		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
19		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
20		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'.	
21		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	
22		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly	
23		Indicate Name & Contact E-Mail/ 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 -----_

ANNEXURE-I

CHECK LIST FOR THE DOCUMENTS AS PER BEC 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 by Statutory Auditor the Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.			
2	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.			
3	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
4	Have you enclosed No deviation form, duly filled signed & stamped.			
5	Have you enclosed complete tender duly signed & stamped.			
6	Have you enclosed Copy of PAN card			
7	Do you confirm that you will submit the cenvatable invoice if you get order.			
8	Have you submitted Corrigendum /Pre-bid queries			
9	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).			

10	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 .			
----	--	--	--	--

SECTION III
SPECIAL CONDITIONS OF CONTRACT [SCC]

SCC: Part -A

JOB: BID DOCUMENT FOR CONTRACT FOR 33 KV OVERHEAD TRANSMISSION LINES HOOK UP JOB FOR BCPL AND CISF TOWNSHIP.

TENDER NO: BCPL/DIB/C&P/SER/20140133/BB

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 of SECTION III

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:

The Time of Completion/Period of Contract shall be as per Special Conditions of Contract (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:

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

6.0 EARNEST MONEY:

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

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **(5) FIVE MONTHS** from the date of opening of tender.

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

7.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:

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

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

Similarly, in case of Works Contract (involving both supply of material and services) Tax will be deducted at source by BCPL towards W. C. Tax at the rate applicable from time to time (presently 5%) and issue necessary certificate to this effect.

8.0 SERVICE TAX:

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

9.0 SECURITY DEPOSIT:

9.1 Security deposit @ 7.5% of Annualized Contract Value(7.5% of total contract value if the period is less than 1 year) has to be deposited within 10 (ten) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.

9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.

9.3 Contractor can furnish the 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

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

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

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:

21.1 In case of delay in mobilization or in completion of work in all respects and to the full satisfaction of Engineer-In-Charge, the Engineer-In-Charge may at his discretion impose a penalty at the rate of 0.5% per week or part thereof limited to 5% of the contract value.

21.2 Alternatively, in case the Engineer-In-Charge feels that the progress of work is dissatisfactory and the work may be delayed beyond the scheduled or contractual completion date, he may at his discretion get the work done through other agency at the risk and cost of the contractor without prejudice to other rights available to owner under the contract. The decision of the Engineer-In-Charge shall be final and binding in this regard.

22.0 TERMINATION OF CONTRACT:

The Owner/ Engineer-in-Charge reserve the right to terminate the contract on giving 30 days notice without assigning any reason.

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 the office of the Deputy General Manager(C&P), 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 loss, damages, expenses or decrease arising out of such action.

31.0 ARBITRATION CLAUSE:

31.1 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.

31.2 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.

31.3 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.

31.4 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.

31.5 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.

31.6 The venue of arbitration shall be Guwahati.

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

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

32.0 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.

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

33.1 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.

33.2 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.

33.3 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.

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

34.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

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

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

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

35.0 SUB LETTING OF WORK:

No contractor shall sub let 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 sub lets 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.

36.0AFFIDAVIT:

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.

37. Other Guidelines for adherence to various labour legislations towards the contract

- A) The Contractor shall have his own PF code no. with the RPFC as required under EPF Misc. Provisions Act, 1952.
- B) The Contractors shall periodically submit the proof of depositing PF contribution with RPFC.
- C) The Contractor is responsible for obtaining the labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the Office of ALC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- D) The Contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
- E) The Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, , the payment of Wages Act, 1936, the Workmen Compensation Act, 2010 and other relevant Acts, Rules and Regulations enforced from time to time.
- F) 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.
- G) 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.
- H) 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.
- I) The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- J) The Contractor is required to maintain registers and records as required under different laws.
- K) The Contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the work place and injury sustained out of and in course of and out of employment in respect of personnel deployed by the contractor as per Workmen’s Compensation Act, 1923 and rules framed there under.
- L) The Vendor shall take care of the health insurance of all their employees and workmen deputed for this work.

- M) The party will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.

COMPLIANCE TO STATUTORY AND LEGAL REGULATIONS.

1. The Contractor/contracting firm shall obtain comprehensive insurance policy (CAR policy) covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner/BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
2. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation through Employee Compensation policy, insurance amount etc. to the person injured/ next kith and kin of the deceased. Contractor shall indemnify BCPL from all such liabilities.
3. The Contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The Contractor/contracting firm shall get examined his employees/workers through a Government Doctor before deployment.
4. No worker of Contractor/contracting firm and Contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the Contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
5. The Contractor/contracting firm shall indemnify BCPL against all claims, demands actions, cost and charges etc. brought by any Court, Competent Authority/Statutory Authorities against any act or acts of the Contractor/contracting firm or his workers.
6. The Contractor should get the police verification done; of the character and antecedents of workers/manpower to be deployed in the BCPL premises, from the place of present residence/domicile. In case, any worker is found having criminal record, he shall have to be replaced immediately without assigning any reasons.
7. The persons to be deployed should be on rolls of the Contractor/contracting firm.
8. The Contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The Contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
9. The supervision of the personnel shall be done by the Contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to Engineer-In-Charge at the time of commencement of contract.
10. The Contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.

11. The Contractor shall be required to furnish proof/copies of forms/returns as per the check-list attached here to every month along with the monthly bills to the Engineer-In-Charge. The checklist is indicative for monthly bills only and the other forms/returns as required under various acts shall be required to be filed/maintained by the Contractor himself regularly.
12. The Contractor(s) are required to submit copies of Electronic Challan cum Return (ECR)/Electronic challan along with online uploaded list of contract workers/members/subscribers for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in BCPL while submitting monthly bills.
13. No contract worker/manpower/labour below the age of 18 years shall be deployed on work at BCPL site.
14. While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, 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 and regulations of center/state/local statutory authorities.
15. The Contractor and the manpower/workers deployed by him, have to strictly comply and adhere to the fire prevention/protection, safety rules, regulations and policies of BCPL in force from time to time.
16. No accommodation will be provided to the Contractor/contracting firm by BCPL.

SECTION III
SCC: Part -B
SPECIAL CONDITION OF CONTRACT/SCOPE OF WORK

**SUB: BID DOCUMENT FOR CONTRACT FOR 33 KV OVERHEAD
HOOK UP JOB FOR BCPL AND CISF TOWNSHIP.**

1.0 GENERAL:

1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of Rates, specifications of, work, drawings and any other document forming part of this Contract wherever the context so requires.

1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each section shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

1.3 Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, **the provision (s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only** to the extent that such repugnancy's of variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.

1.4 Wherever it is stated in this Bidding Document that such and such supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract Price) shall be deemed to have included such cost.

1.5 In the absence of any Specifications covering any material, design or work(s) the same shall be performed/ supplied/ executed in accordance with standard Engineering practice as per the instructions/directions of the Engineer-in- Charge, which will be binding on the CONTRACTOR.

2.0 WATER AND POWER

2.1 Construction water shall not be provided by OWNER and the CONTRACTOR shall make all the arrangement for Construction Water at their sole cost and expense.

2.2 Construction power shall not be provided by owner. Contractor have to arrange one no of DG set for power. Further, distribution of network for Construction power as per requirement shall be done by the Contractor at his own cost. The construction power shall be made available to the Contractor subject to availability, and no time extension or compensation shall be payable in case of non availability of the same. The Contractor shall within the contracted price make alternate arrangement to cope with such eventuality. Additional power, if required, to meet the contractual requirements, shall be arranged by the Contractor at its own cost.

3.0 SCOPE OF WORK

The scope of work covered in this contract will be as described in **Technical Specification**.

4.0 SCOPE OF SUPPLY

The scope of work covered in this contract will be as described in **SOR**.

5.0 TIME SCHEDULE

- 5.1 The Work shall be executed strictly as per time schedule given in Technical Specification. The period of completion given includes the time required for mobilisation, demobilisation and completion of work in all respects to the satisfaction of the Engineer-in-Charge.
- 5.2 A programme of execution of work will be prepared by the CONTRACTOR and submitted to EIC before start of work. Referred to above. The CONTRACTOR shall scrupulously adhere to the Targets/Programmes by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly/monthly programme and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the CONTRACTOR.

6.0 LABOUR LICENCE

Before starting of work, Contractor shall obtain a license from concerned authorities under the Contract *Labour* (Abolition and Regulation) Act 1970, and furnish copy of the same to Owner.

7.0 SITE CLEANING

The CONTRACTOR shall clean and keep clean the work-site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.

If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling up to the exact point and/ or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition at the cost and risk of CONTRACTOR to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the CONTRACTOR.

The CONTRACTOR shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.

The CONTRACTOR shall dispose off the unserviceable materials, debris etc. to any area within premises/ other area as directed by the Engineer-in-Charge.

The CONTRACTOR shall sort out, clear and stack the serviceable materials obtained from the dismantling/ renewal at places as directed by the Engineer-in-Charge. No extra payment shall be paid on this account. The rates quoted in SOR are deemed to be inclusive of all the costs towards all the above

activities as well.

8.0 MEASUREMENT OF WORKS

Measurement of work will be jointly done by the Engineer--in--charge along with contractor personnel.

9.0 ON ACCOUNT PAYMENTS

Payment shall be made as described in Payment Terms.

10.0 TAXES AND DUTIES

The Contracted rates/prices are inclusive of all Taxes, Duties, Levies, Octroi, Cess etc. including Custom Duties with respect to Contractor's scope of Works of supply till the final completion of the work ,except Service Tax and Education Cess and contractor shall not be eligible any compensation on this account except for statutory variations/ new Taxes, duties.

11.0 WORKS CONTRACT

The entire work as per scope of work covered under this contract shall be treated as "INDIVISIBLE WORKS CONTRACT". The Contract price shall be inclusive of Works Contract Tax or Vat on Works Contract.

12.0 INCONE TAX & CORPORATE TAX

12.1 Income tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

12.2 Corporate Tax Liability if any shall be to Contractor's account.

13.0 SURVEY AND LEVEU SETTING OUT WORK

13.1 It shall be Contractor's responsibility to locate existing Survey of India bench mark and to shift the existing benchmark to his work site to set out the necessary control points and alignment of the various works. The Contractor shall have to employ efficient survey team for this purpose and the accuracy or such setting outworks shall be the Contractor's sole responsibility.

13.2 The Contractor shall give the Engineer-in-Charge not less than 24(twenty four) hours notice in writing of his intention to set out or give levels .for any part of the work so that arrangement may be made for checking the same.

13.3 The Contractor shall at his own expense provide all assistance, which the Engineer-in-Charge may require for checking the setting out of works.

13.4 The Contractor shall be entirely responsible for the horizontal and vertical alignment, the level and correctness of every part of the work and shall rectify any errors or imperfections therein. The Contractor at his own cost shall carry out such rectifications, when instructions are issued to this effect by the Engineer-in-Charge or his representative.

14.0 STATUTORY APPROVALS

The approval from any authority required as per statutory rules and regulations of Central/ State Govt. shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The Contractor shall arrange the inspection of the works by the authorities and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However, statutory fees paid for all inspections and approvals by such authorities, if any, should be included in the quoted price.

The inspection and acceptance of the work by statutory authorities shall, however not absolve the contractor from any of his responsibilities under this contract.

15.0 EMPLOYMENT OF LOCAL LABOUR

- 15.1 The CONTRACTOR shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work. In case of non-availability of suitable labour in any category out of the above persons, labour from outside may be employed.
- 15.2 The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

16.0 LABOUR

- 16.1 The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.
- 16.2 The Contractor shall provide on the site, an adequate supply of drinking and other water for the use of the Contractor's staff and labours. The construction area shall be properly illuminated so that work is performed safely and to achieve the required progress at construction site.
- 16.3 The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub contractor/s, his/ their servants, agents or employees.
- 16.4 The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid by his sub-Contractor/s, his/their servants, agents or employees.
- 16.5 The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.
- 16.6 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the

purpose of dealing with and overcoming the same.

- 16.7** The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riots or disorderly conduct by or amongst his employees/labour and for the preservation of peace and protection of persons and property in the neighborhood of the work against the same.
- 16.8** The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or local authority including Indian Workmen's Compensation Act, Contract labour (Regulation and Abolition) Act, 1970 and Equal Remuneration Act, 1976, Factories Act, Minimum wages Act, provident Fund Act, etc, And sanitary arrangement for the said Act. Health and sanitary Arrangements for Workmen, Insurance and other benefits etc., and shall indemnify and keep the Owner/Engineer-in-Charge indemnified in case any proceedings are taken or commenced by any authority against the Owner/Engineer-in-Charge for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions any laws, the Owner/Engineer-in-Charge is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Owner/Engineer-in-Charge shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Owner/Engineer-In-Charge IS - required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the Contractor.
- 16.9** The Contractor shall pay the laborers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Works Department as fair wages for ASSAM region payable to the different categories of laborers or those notified under the Minimum Wages Act for corresponding employees of the Owner/Engineer-in-Charge whichever may be higher.
- 16.10** The Contractor shall notwithstanding the provisions of any contract ..to the contrary, cause to be paid a fair wage to the labourers indirectly engaged by sub-Contractors in connection with the works as if the labourer had been directly employed by, him.
- 16.11** The Contractor shall maintain records of wages and other remuneration paid to his Employees in such form as may be convenient and to the satisfaction of the Owner/Engineer-in-Charge and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorised person appointed by Central or State Government and the same shall inter alia include the following particulars of each Worker:

- ✓ Name, works number and grade.
- ✓ Rate of daily or monthly wage.
- ✓ Nature of work on which employed.
- ✓ Total amount payable for the work during each wage period.
- ✓ Total amount payable for the work during each wage period.
- ✓ All deductions made from the wage with details in each case of the ground for which the deduction is made.
- ✓ Wage actually paid for each wage period.

17.0 TESTS AND INSPECTION OF WORKS

- 17.1** The CONTRACTOR shall carry out the various tests as enumerated in the technical specifications in the bidding document and the technical documents that will be furnished him during the performance of the work at no extra cost to the owner.
- 17.2** All the tests either on the field or at outside laboratory concerning the execution of the work and supply of materials by the CONTRACTOR shall be carried out by the CONTRACTOR at his own cost.
- 17.3** The work is subject to inspection at all times by the Engineer-in-charge. 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 bidding document, the technical documents in the bidding document and the technical documents that will be furnished to him during the performance of the work and the relevant codes of practice.
- 17.4** The CONTRACTOR shall provide for purposes of inspection, necessary instruments at his own cost for inspection of work.
- 17.5** All results of inspection and test will be recorded in the reports, proforma of which will be approved by the Engineer-in-charge. These reports shall form part of the Completion Documents.
- 17.6** Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this contract. Any work not conforming to drawings, specifications codes shall be rejected and Contractor shall carryout rectification at his own cost.
- 17.7** Cost towards repeat tests and inspection due to failures, repairs etc. for reasons attributable to the CONTRACTOR shall be borne by the CONTRACTOR.
- 17.8** Various tests as specified in specifications shall be carried out to the entire satisfaction of OWNER.

18.0 COMPLETION DOCUMENTS

- 18.1** The CONTRACTOR shall carryout various tests as called for in bidding document either on field or at outside approved laboratories at his own cost. All test results and related documents shall be submitted in 6 (Six) copies as part of completion documents.
- 18.2** The following documents shall be submitted in hard binder by the CONTRACTOR in 6. (Six) sets, as a part of completion documents:
- Test Certificate from manufacturers for all supply material.
 - Any other drawing/ document/ report specified elsewhere in the bidding

document.

- 6 Sets of as built Construction Drawings/ Documents/ Reports.
- Contractor shall be eligible to apply for issue of Completion Certificate after submission of Completion Documents.

19.0 COORDINATION WITH OTHER AGENCIES

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the CONTRACTOR. Proper coordination with other agencies will be responsibility of the .CONTRACTOR. In case of any dispute, the decision of Engineer- in-Charge shall be final and binding on the CONTRACTOR.

20.0 CLEARANCE OF SITE ON COMPLETION

Upon the issue of the taking-over certificate the Contractor shall clear away and remove from the part of the site to which such taking-over certificate relates all Contractors equipment, surplus material, rubbish and temporary work of every kind and leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the Engineer-in-Charge provided that Contractor shall be entitled to retain on site, until the end of the defects liability period, such materials, Contractors equipment and temporary works as are required by him for the Purpose of fulfilling his obligations during the defects liability period.

21.0 ABNORMALLY HIGH UNIT RATES (AHR ITEMS)

Clause No. 20.0 of GCC is modified to the following extent:

"In item rate contract where the quoted rates for the items exceed 150% (One hundred fifty percent) of the Owner's estimated rates, such items will be considered as Abnormally High Rates Items(AHR) and payment of AHR items beyond the contracted quantities shall be made at the least of the Following rates:

1. Rates as per SOR, quoted by the Contractor.
2. Rate of the item, which shall be derived as follows:
 - ❖ Based on rates of machine and labour 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 labour plus 15% (fifteen percent) to cover Contractor's supervision profit, overhead & other expenses.

22.0 BONUS FOR EARLY COMPLETION

The Clause No. 27.3 of General Conditions of Contract shall not be applicable for this Work.

23.0 FINAL INSPECTION

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects

noticed in the work attributable to CONTRACTOR, these shall be attended by the CONTRACTOR at his own cost, as and when they are brought to his notice by the EIC/ OWNER. OWNER shall have the right to have these defects rectified at the risk and cost of the CONTRACTOR if he fails to attend to these defects immediately.

24.0 INSPECTIONS OF SUPPLY ITEMS

All inspection and tests on bought out items if required then shall be made as required by Specifications forming part of this contract and is directed by EIC Various stages of inspection and, testing shall various stages of inspection and testing shall be identified after receipt of Quality Assurance Programme from the contractor/manufacture.

Inspection calls shall be given for association of OWNER as per mutually agreed programme in prescribed proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the contractor. All drawings, general arrangement and other contract drawings, specifications catalogues etc. pertaining to equipment offered for inspection shall be got approved by OWNER final copies shall be made available to Owner before hand for undertaking inspection. The contractor shall ensure full and free access to the inspection to engineer of Owner/ at the contractor or their sub-contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.

The contractor/sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner free of cost for carrying out inspection. Where facilities for testing do not exist in the Contractor's/sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/ Sub-Contractor in presence of Inspection Engineer of OWNER and duly sealed by the later and sent for tests in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.

The Contractor shall comply with the instructions of the Inspection Engineer fully and with prompt attitude.

The Contractor shall ensure that the equipment/assemblies/component of the plant and equipment required to be inspected are not assembled or dispatched before inspection.

The Contractor shall ensure that the parts once rejected by the Inspection Engineer are not used in the manufacture of the plant and equipment. Where parts rejected by the Inspection Engineer have been rectified or altered, such parts shall be segregated for separate inspection and approval, before being used in the work.

On satisfactory completion of final inspection and testing, all accepted plant and equipment shall be tamped suitably and inspection Certificate shall be issued in requisite copies for all accepted items. For stage inspection and for rejected items, only inspection memo shall be issue indicating there in the details of observations and remarks.

If Owner or its representative fails to inspect within 30 days after receipt of inspection notice, the Contractor may dispatch material on specific approval of Owner. All inspection and tests shall be made as required by the specifications forming part of this

contract. Contractor shall advise owner in writing at least fifteen days in advance of the date of final inspection/tests.

Manufacturer's inspection or testing certificates for equipment and materials supplied may be considered for acceptance, at the discretion of Engineer-in-Charge. All costs towards testing etc. shall be borne by the contractor within their quoted rates.

25. MAKE OF MATERIALS

Wherever an item is specified or described by a particular brand name, ' manufacturer or vendor, the specific item mentioned shall be for establishing type, function and quality desired. However final acceptance of equipment shall depend upon its conformity with the technical specification laid down in the bidding documents. The make of various materials should either be as specified in the Contract or should as per Owner approved vendor list.

26. UNDERGROUND AND OVERHEAD STRUCTURES

The information to possible extent regarding existing structures/ overhead lines, existing pipelines and utilities are already indicated on alignment sheets. Over and above Contractor may encounter other structures/ pipelines/ OFC etc. that may not be appearing on alignment sheet, the Contractor is required to collect such information on his own before commencing the work. The Contractor shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the Owner from and against any destruction thereof or damages thereto.

27. MECHANISED CONSTRUCTION

27.1

Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the Engineer-in charge during execution of works.

27.2

Contractor further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanised construction techniques and that the Owner/Consultant in this regard shall entertain no claim whatsoever.

28. CHECKING OF LEVELS

28.1 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any.

In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.

- 28.2 The Contractor shall also be responsible for checking with templates, wherever necessary the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, with his quoted rate.

29. ELECTRICAL CONTRACTORS LICENCE

- 29.1 The CONTRACTOR or its nominated sub-Contractor(s), as the case may be, shall have a valid electrical CONTRACTOR's license for working in the State in which the job site is located. The CONTRACTOR shall furnish a copy of the same to Engineer-in-charge before commencement of any electrical work or work pertaining to Electrical System.

- 29.2** No electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid Electrical Contractors License being produced by the CONTRACTOR or SUBCONTRACTOR, as the case may be, intending to execute the WORK.

30.0 TERMS OF PAYMENT

30.1 MOBILIZATION ADVANCE

No mobilization advance will be paid to the contractor.

30.2 ON ACCOUNT PAYMENTS

- 30.2.1 Progress Payments shall be released to Contractor against running account bills duly certified by Engineer-in-charge after affecting the necessary deductions. The basis for payment against various items shall be below:

FOR/ITEMS INVOLVING BOTH SUPPLY & ERECTION:

50% on receipt of material at site and inspection and accepted by Engineer- in-Charge.

30% after erection and alignment.

15% after testing and commissioning.

5% after completion of all works in all respects and acceptance thereof.

30.2.2 FOR ERECTION ONLY :

85% on erection, alignment of equipment in position.

10% on commissioning and testing.

5%.on completion of all works in all respects and acceptance thereof.

30.2.3 FOR SUPPLY :

- 10% on submitting all approved drawings and their approval on pro rata basis.
- 80% on receipt of materials at site and acceptance thereof.
- 5% on erection, alignment, welding, grouting-, painting etc.
- 5% on successful completion and commissioning of all work in all respects and acceptance thereof.

30.2.4 FOR ANY OTHER WORK MENTIONED IN SOR:

- 95% progressively on completion of individual items of work.
- 5% on completion of all works in all respects and acceptance thereof.

NOTE:

The above progress payments are subject to deductions towards income tax, mobilisation advance and other deductions as applicable as per terms of the Contract. Further break-up of above payment terms, if deemed necessary for any progressive payment of individual items may be mutually arrived at by Engineer-in-Charge and Contractor.

SECTION: IV

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

1.0 General

All the works should be carried out strictly as per the contract document, specifications and drawings, etc. Any modification/changes pertaining to the work should not be carried out without the prior written approval from the Employer. Any modification/changes done without the prior approval will be asked to be dismantled / demolished at the cost of the Contractor and the Employer will not be responsible for any cost whatsoever associated with the modification of works. All approval shall be in writing and no verbal approval will be entertained. However, during the ambiguity between drawing and write up of technical specification, the write up of technical specification of the contract shall govern.

Prior to start of work, the Contractor is obliged to study the route and possible location of various poles, double pole, angle pole, etc. Any change in the route or modification should be made, if required only after obtaining necessary approval of the Employer. The scope of works to be carried out under the contract covers all the works associated with the:

- a) Construction, Testing and Commissioning of 33 kV (Three phase overhead MV lines, and service connections including line route finalization, transportation of materials from the designated stores to the work sites, erection of poles, fixing of pole caps, fixing of insulators, line stringing, clamping, earthing, erection of anti-climbing devices, danger plates, painting of poles, etc.
- b) Erection, Testing and Commissioning of Single/Double/Four pole structure including transportation of material from the designated stores to the work sites, mounting of the associated pole-top equipment like lightning arrestor, drop-out fuses, earthing work, etc.
- c) Felling of trees including cutting of trunks and branches, clearing jungles/bushes and removal of trees & branches and disposal.
- d) Materials required for the execution of the Contract shall be collected from their designated stores.

The Bidder shall note that supply of sand, stone chips, cement, charcoal, salt and other miscellaneous material required for the construction work is in the Bidder's Scope. Bidder shall also note that any excess materials procured by the Bidder for the construction works will not be taken by the Employer on completion of the project.

The work shall be carried out with full diligence and in accordance with the general guidelines listed herein. It is imperative/mandatory that the workers and the Supervisors wear safety helmet, safety belts, safety shoes and other kits for their own safety. The Bidder shall note that the actual work associated with the construction of lines may vary with respect to the number of spans/poles (provided as an estimate of materials enclosed with this

section) and the unit price per km quoted by the Bidder shall govern irrespective of the actual number of overhead line structure.

The survey work shall be carried out in close coordination with the Employer's Engineer and the line route and the pole locations, angle points, etc. finalized and approved by the Employer's engineer. All the works associated with the erection shall be carried out under the general supervision of the Employer's Engineer/Supervisor.

1.1 Standards:-

The work shall be performed in conformity with these specifications and specifications, standards and codes of practice or referred in the tender. In addition, work shall also conform to the requirements of latest editions/amendments of the following:

- a. The Indian Electricity Act and Rules framed there under
- b. Fire Insurance Regulations
- c. Regulations laid down by the Chief Electrical Inspectorate
- d. Regulations laid down by the Factory Inspectorate
- e. The Petroleum Rules
- f. OISD standards
- g. Regulations laid down by the Chief Controller of Explosives, TAC, LPCB
- h. Applicable Codes of Practice of the Bureau of Indian Standards
- i. Any other regulations laid down by the Central, State or Local Authorities from time to time and during the execution of this contract.

1.2 Guarantee:-

The contractor shall guarantee the installation against any defects of workmanship and materials (supplied by the contractor) for a period of 12 months from date of issue of completion certificate. Any damage or defects connected with the erection of material(s)/ equipment and with the materials/ equipment supplied by the contractor that may be undiscovered at the time of issue of completion certificate or may arise or come to light thereafter, shall be rectified/replaced by the contractor at his own expenses as deemed necessary and as per instruction of Engineer-in-Charge, within limit specified by the Owner/EIC.

2.0 Scope of Work:-

The contractor's scope of work for this package shall include preparation of documents for procurement , installation and commissioning etc. supply of steel tubular pole (SP-76) for pole structure, insulators (Pin/disc/strain), DOG conductor, GI angles/channels/pole clamps, ht stay set/stay wire/guy insulator, danger plate at site, handling, transportation of materials from contractor's store to the site of installation , testing and commissioning of complete electrical system including the supply of required commissioning spares for BCPL/CISF township overhead line system.

- i) Erection and commissioning of four pole structure comprising of insulators Channels/angles, clamps, cross-arms etc at site along with existing 33 KV overhead Lines which is feeding power to BCPL Project sites as well as CISF Township.
- ii) Laying of 33 KV DOG conductor including jumper wire from the existing 33 KV Two pole structure (take off point) near CISF Township to the four pole structure.
- iii) Fencing works for four pole structure with suitable no's of two meter RCC pole along with RCC foundation. The area (2mtr X 2mtr) should be covered with required fencing wire with one number of lockable gate.

2.2 Time Schedule:

The time for the completion of the above job will be two (2) months from the date of LOA .The time indicated is for completing all the works in all respect as per specifications, drawings, codes and instruction of Engineer –in –Charge and submission of all test reports to the concerned EIC.

3.0 Construction of 33 kV Voltage Lines

3.1 General

This section covers the procedures to be adopted during the construction of 33 kV MV lines, service connections, mounting of channels, cross-arms, fixing of insulators, earthing, fencing painting etc. Before start of construction works, the persons in charge shall familiarize with the line route and acquaint themselves with the Local Rules, so that necessary provisions thereof may be adopted.

3.2 Overhead line voltages, locations and clearances

3.2.1 Standard voltage

Proposed Medium Voltage (MV) construction:

33 KV (Three Phases, 3 wire system)

3.2.2 Choice of route

The route selected for the proposed overhead line should be the one that will give the lowest cost over the life of the line. Route selection therefore involves consideration of a number of factors, including the cost of landowner compensation, the cost of transporting materials to the site, construction cost and the cost of ongoing maintenance requirements including vegetation control. As a general rule, line routes should be as short as practicable and should run as close to a road as possible since this facilitates access for both construction and maintenance. Consideration should also be given to the location of possible future line extensions

Where possible, line routes should avoid steep hills or valleys, swamps, lakes, thick forests, rivers or other locations where access is difficult or long spans are required. When building along a road, pole positions should not cause a traffic hazard or be in locations where there is a higher probability of vehicle impact.

The following should be avoided wherever possible:

- (a) Areas likely to be used for future urban development;

- (b) Routes incorporating sharp changes in line direction;
- (c) Routes close to aerodromes;
- (d) Religious monuments;
- (e) Special trees of religious significance;
- (f) School playgrounds;
- (g) Cemeteries;
- (h) Buildings containing explosives;
- (i) Taking lines through individual/private plots; and
- (j) Not considering the aesthetic of the land use.

Construction of lines over private land involves negotiation of a right of way which is to be avoided if a cost effective alternative route along public roads is available.

3.2.3 Approval of Line Routes

Prior to the erection of lines along public roads, the authority responsible for the road should be contacted and approval obtained for the location of all poles, road crossings, tree cutting or trimming and guying locations. Where overhead distribution lines are to be constructed in urban areas, it will also be necessary to contact the local Town Planning Authority for approval. Where appropriate, approval should also be obtained from authorities such as the National Environment Commission, Department of Forestry, etc. Once the line route is finalized, a detailed line survey should be undertaken and the pole locations finalized and marked. Poles should be located well clear of water and other areas of potential land subsidence. Poles for lines that cross-agricultural fields should, wherever possible, be located at bunds.

3.2.4 Tree clearances

The width of line route to be cleared of trees will depend upon the voltage and the limits importance of the line concerned are provided, the following While no rigid clearances should be adhered to, as far as possible.

Voltage	Comment
33 kV lines (Bare ACSR, 3 phase & 2 Phase)	The route should be cleared of all growth within 6 m on either side starting from the centre of the line and, in addition, of trees that could fall and contact the line.
33 KV Lines (Covered Conductor, 3 Phase & 2 Phase)	The route should be cleared of all growth within 4 m on either side starting from the centre of the line and, in addition, of trees that could fall and contact the line.

3.2.5 Crossing of Telecommunication Lines by Power Line

While crossing a telecommunication line, minimum clearance of 1.80 meters shall be adopted

4.0 Construction, Testing and Commissioning of 33 kV overhead Lines

4.1 Erection of supports for Steel Tubular pole

Steel poles that are not hot dip galvanized should be delivered to site with the exterior of the pole pre-painted with bituminous paint from the base of the pole up to ground level. If the pole is not so painted, bituminous paint must be applied before the pole is installed. Pits for pole supports should be excavated in the direction of the line. The depth of the foundation shall be 1900 mm for 11.5 meter (33 kV) poles, while the area of the foundation will be 600x700mm.

Before the pole is put into the pit, a stone base of 100 mm thick shall be placed at the bottom of the pit. In lieu of 100 mm PCC base, base plate is being used. When the pole is erected inside the pit, wooden dead men may be utilized to facilitate lifting of the pole. Once planted into the pit, the pole should be kept in a vertical position with the help of ropes, using them as a temporary anchor.

As the poles are being erected, say from an anchor point to the next angle point, the alignment of the poles is to be visually checked and set right. The verticality of the poles shall be checked with a spirit level in both transverse and longitudinal directions.

Once the verticality and alignment are satisfactory, the pit shall be backfilled and compacted to a distance of 450 mm below ground level. A 500 x 500 mm concrete foundation shall then be constructed around the pole and extending to 300 mm above the ground level as shown in the relevant drawings. The concrete shall be a mixture of cement, granite chips of 20/30 mm mesh and sand in the ratio of 1:2:4. The top of the foundation shall be tapered to allow water to run away from the pole.

Concrete foundations are not required for poles that are hot dip galvanized. In this case the foundation should be backfilled with excavated soil. The backfill should be progressively compacted as the foundation is filled. Do not simply refill the foundation and compact at the surface.

After the poles have been set and the excavated pit backfilled and compacted, the temporary anchors may be removed.

4.2 Erection of Double Pole Structures for Angle Locations (33 kV Lines)

Before the pole is put into the pit, a stone base of 100 mm thick shall be placed at the bottom of the pit. In lieu of 100 mm PCC base, base plate is being used. After erection of the poles the pits will need to be temporarily backfilled so the poles can be climbed and the horizontal bracing fitted. The structure should then be set for verticality and alignment and the supports held in position with the help of temporary rope guys.

The temporary backfilling should be removed and permanent foundations constructed by backfilling, compacting and, if necessary, concreting each pit as described. Concrete foundations are not required if the poles are hot dipped galvanized.

Guys along the bisection of the angle of deviation, as required by the conductor size and angle of deviation, are to be provided.

4.3 Special Foundation in Unstable Soil

Special care has to be taken where foundation in unstable soil is encountered.

In such locations, mass concrete foundations, extending up to the ground level, are to be adopted to avoid collapse of foundation in the unstable soil. The concrete is to be a mixture of cement, granite chips of 20/30 mesh and sand in the ratio of 1:2:4.

4.4 Anchoring and providing guys for supports

One or more guys installed in accordance with the guy arrangement shall be provided for all supports where there is an unbalanced force on the tilting/ uprooting or breaking of the support. Normally, these guys are provided at the following locations:

- (i) angles;
- (ii) dead end locations;
- (iii) tee-off points; and
- (iv) Steep gradient locations to avoid uplift on the poles.

Guy wires shall be angled at 45° from the vertical for 33 kV from the vertical for low voltage lines.

Single guys shall be provided for single poles with line deviations from 5° to 10° and also for double poles with line deviations not exceeding 30° . Where the angle of deviation exceeds 30° , two guys along the resultant angle of line deviation or one guy in each direction of the line shall be provided. When two or more stays are fixed to the same support, each stay should be attached separately to the pole.

The installation of guy will involve the following works:

- (i) Excavation of pit and fixing guy rod;
- (ii) Backfilling and compacting the guy foundation;
- (iii) Fastening guy wire to the support; and
- (iv) Tightening guy wire and fastening to the anchor.

After completion of installation work the foundation shall be allowed to consolidate for at least 7 (seven) days before installation of the guy wire.

When installing the guy wire, the turnbuckle shall be mounted at the pole end of the stay and guy wire so fixed that the turn buckle is half way in the working position; thus giving the maximum movement for tightening or loosening. Where the existence of guy wire may be hazardous, it should be protected with a suitable PVC pipe, filled with concrete of about 2-metre length above the ground level, duly painted with white and black stripes.

No guy insulator shall be located less than 3 meters from the ground.

4.5 Fixing of Cross Arms and Insulators

The practice of fixing the cross arm and top hamper before the pole is erected is acceptable. If the cross arm is mounted after the support is erected, all the materials or tools required should be lifted or lowered by means of the hand line.

Horizontal cross arms and pole top brackets (hamper assemblies) for 33 kV lines are standardized. They shall be fitted as shown on the drawings.

4.6 ACSR Conductor

The sizes of conductors for the proposed 33 kV overhead line are DOG (ACSR-100 mm²).

During running out, the conductor drum should be securely supported on drum jacks with an axle, so that the conductor is pulled from the top of the drum. The drum jacks should be on a firm foundation and the axle of the drum jack should be leveled horizontally. Care must be taken to ensure that the conductors are not damaged by contact with the ground or pole hardware during running out and that kinking, twisting or abrading the conductor is avoided. The conductor should not be trampled on, run over by vehicles or dragged over the ground.

Extreme care must be taken to avoid contact with the conductors of any other live line in the vicinity when running out or stringing conductors, and if necessary neighboring lines should be de-energized during the stringing operation.

Stays shall be installed and kept in position before conductors are strung to avoid over straining of poles. Stringing pulleys shall be used while stringing conductors.

4.7 Mid-Span Jointing of Conductors

Mid-span jointing of conductors shall use compression joints, appropriately sized for the conductor and made with a proprietary compression tool using appropriate sized dies.

4.8 Sagging and Tensioning of Conductors

After completion of conductor stringing and making any mid-span joints, conductor tensioning operations can commence. The conductors are first attached to the insulator string assembly at the non-tensioning end of the section, using preformed dead-ends. Further, before tensioning commences, temporary guys should be provided as necessary for the anchoring supports at each end of the line section to be tensioned to avoid over-stressing the strain poles due to unbalanced loads.

The centre conductor should be tensioned first followed by the outer two conductors. At the tensioning end, the conductor being tensioned is pulled manually up to a certain point and then a come-along clamp is fixed to it. The grip to the come-along clamp is attached to a double sheave pulley block or a pull-tight machine and the conductor is gradually tensioned.

The conductor should then be sagged in accordance with the sag-temperature chart for the particular conductor and span. These are given in Section 4.10 below. The correct sag should be measured in the middle span of the section.

The stretch of the conductor has to be taken out before sagging in order to avoid the gradual increase in sag, due to the setting down of the individual wires. There are two ways of accomplishing this:

(i) Pre-stressing

Using the pre-stressing method, the conductor is pulled unto a tension considerably above the correct figure, but never exceeding 50% of breaking load for a period of about twenty minutes. As this method requires more time and involves the use of stronger tackle to secure the higher tension, it is not commonly used.

(ii) Over tensioning

The over tensioning method consists of pulling up the conductor to a tension of 5%-8%

above the theoretical tension for the prevailing temperature and fixing the conductor at that tension with correspondingly reduced sag. Over time, the conductor will settle down to the correct sag and tension.

Conductors can be sagged correctly only when the tension is the same in each span throughout the entire length of the section. Use of snatch blocks during sagging reduces the friction and chances of inequality of tension in various spans.

Measurement of conductor sag can be accomplished by several different methods but most commonly used method is 'sighting'. Targets are placed on the supports below the cross arms. The targets may be light strips of wood, which are clamped to the pole at each end of the sagging span at a distance below the conductor when the conductor is placed in snatch blocks that is equal to the required sag. A lineman sights the sag from the next pole and the tension of the conductor is reduced or increased, until the lowest part of the conductor in the span coincides with the lineman's line of sight.

When sagging is completed, the preformed dead end should be fixed to the tension end. The dead-end and socket thimble can be fitted to the conductor without releasing the tension. A mark is made on the conductor at a distance from the cross arms equal to the length of the complete strain insulator to indicate where the dead-end should be installed.

After the dead-end has been installed and the insulator string attached to the top hamper or cross-arm, the conductor is pulled in sufficiently using the come-along clamp, to allow the insulator assembly to be fitted to the socket thimble. After the conductor is attached, the conductor tension may be released gradually. If the tension is released with a jerk, an abnormal stress may be transferred to conductor and support, which may result in the failure of the cross arms, stay or pole.

After the stringing is completed, all poles, cross-arms, insulators, fittings, etc. should be checked to ensure that there have been no deformities, etc.

The conductor is then placed on the pin insulator on each pole ready for tying and to remove the snatch blocks. On straight line poles the conductor should be tied to the top groove of the insulator and on angle poles the conductor should be tied to the side groove. The conductor is then fastened to the insulator using aluminum helities or binding wire.

In fastening the conductor to pin insulators, the following points should be observed:

- (i) The correct size of binding wire, which can be readily handled, and with adequate strength should be used.
- (ii) The length of tie wire should be sufficiently long for making the complete tie including end allowance for gripping each end.
- (iii) A good tie should provide a secure binding between the line conductor and insulator, and should reinforce the conductor on either side of the insulator.
- (iv) The use of cutting pliers for binding the tie wire should be avoided.
- (v) A helitie or binding wire that has been used previously should not be reused.
- (vi) Before tying the conductor to the insulator, it shall be ensured that only the portion of helities wrapped with chloroprene pad (where applicable) touches the insulator.
- (vii) At section poles correctly sized parallel groove (PG) clamps must be used to connect the two conductor tails.

4.9 Conductors Sag and Tension

The following sag-span tables are provided for the guidance of field staff when stringing conductors.

4.10 Bare ACSR Conductors

Sag-Span Chart – 33 kV, DOG

Conductor : Bare ACSR DOG

Voltage : 33 kV

Design Tension : 1.95 kN kg at 15°C, no wind (approx 5% of MBL)

Temp	10°C	15°C	25°C	30°C	50°C
Span (m)					
40	0.34	0.40	0.50	0.55	0.88
50	0.56	0.62	0.73	0.79	1.17
60	0.83	0.89	1.01	1.07	1.49
80	1.52	1.59	1.72	1.78	2.26
100	2.38	2.45	2.59	2.65	3.19
150	5.44	5.52	5.66	5.73	6.33

4.10.1 Covered AAAC Conductors

Conductors shall be tensioned by evenly tensioning each conductor. The sag and tension tables and recommendations of conductor manufacturer should be utilized.

4.11 Supports at Different Elevation

Where the supports at each end of a span are at different elevations the following formula can be used for sagging the conductor.

$$d_1 = d(1-h/4d)^2$$

where:

d_1 = vertical distance between the conductor at the lower support and the lowest mid-span point.

d = sag for a level span equal to the slope distance between the poles. The slope distance is the distance that would be measured by a tape stretched between the two poles. Once this is known the value of d can be taken from Sag-Span chart above.

h = difference in height between the conductor at each end of the span.

The above formula can be used to determine the value of d_1 . A sighting board can then be attached to the lower support pole and the conductor sagged by sighting horizontally through it. One way to do this would be to attach a second sighting board to the next pole. Check that the two sighting boards are level using a taut line and spirit level. The sag can then be sighted using the two sighting boards.

4.12 Good Conductor Stringing Work Practices

DO:

Use proper equipment for handling aluminum conductors at all times.

Use skids, or similar method for lowering reels or coils from transport to ground.

Examine the reel before unreeling for presence of nails or any other object, which might damage the conductor.

Rotate the reel or coil while unwinding the conductor.

Unwind the conductor in the direction of the arrow on the side of the drum. Grip all strands when pulling out the conductor.

Control the unreeling speed with a suitable braking arrangement.

Use wooden guards of suitable type to protect the conductor when pulling it over barbed wire fences, sharp rock edges or similar obstructions.

Use long straight, parallel jaw grips with suitable liners when pulling the conductor in order to avoid nicking or kicking of the conductors.

Use free-running sheaves or blocks with adequate grooves for drawing/paying conductors. Measure temperatures accurately with an accurate thermometer.

Use proper sag charts.

Mark conductors with crayons or adhesive tape or such other material which will not damage the strand.

Make all splicing with the proper tools.

DO NOT

Do not handle conductors without proper tools at any stage.

Do not pull conductors without first ensuring that there are no obstructions on the ground. Do not pull out a greater quantity of conductor than is required.

Do not make jumper connections on dirty or weathered conductor. Instead, clean the conductor with sandpaper. Alternatively apply a chromite or graphite conducting oxide-inhibiting grease to the point of connection and then clean the conductor with a wire brush.

Do not handle aluminium conductor in a rough fashion but handle it with care it deserves. At road crossings, a flagman should be in attendance to that traffic is not unduly interrupted. The running of conductor across roads should only be carried out in with the approval of the Authority responsible for the road.

Conductor drums should be transported to the tension point without injuring the conductor. If, it is necessary to roll the drum on the ground for a small distance, it should be slowly rolled in the direction of the arrow marked on the drum.

When running out conductor the drum should be so supported that it can be rotated freely. For this purpose, the drum should either be mounted on the cable drum supports or jacks or hung by means of chain pulley of suitable capacity, suspended from a tripod. If it is not possible to raise the conductor drum by any of the above methods, a trench of suitable depth slightly bigger than the conductor drum may be dug, so as to facilitate free rotation of the drum when it is suspended above the trench using a steel shaft. While running out the

conductor, care should be taken to ensure that the conductor does not rub against any metallic fitting of the pole or on the uneven or rocky ground. Wooden trusses may be

used for this purpose to support the conductor when running out.

Should the length the conductor be less than the length of the section, the conductors should be run out from both ends and joined where they meet with a mid-span full tension joint.

On no account, should any part of the conductor shall be left overnight at a height of less than 5 metres above the ground. The work should be so arranged that before the end of the day, the conductor is raised to a minimum height of 5 metres above the ground by rough sagging.

Maximum Spans for Aerial Bundled Cable

Pole Length (m)	Maximum Span (m)	
	Across Street	Elsewhere
11.5	50	80 (4 core)
		100 (2 core)

In installing aerial bundled cable, the cable must be pulled from the top of the drum and should not be dragged along the ground. A suitable 'drum brake' mechanism shall be used to prevent conductor overrun. Stringing pulleys compatible with bundled conductor shall be installed on every pole. During running out, the cable should be pulled out by hand or by using a nylon-pulling grip designed for bundled cables. Insulated conductor grips designed to prevent damage to the insulation of the conductor shall be used for tensioning. Every care must be taken to avoid damage to the conductor insulation.

Dead-end (termination) fittings shall be fitted to the conductor after tensioning at each termination point. Intermediate fittings shall then be fitted at major angles and then at smaller angles. After all fittings are in place the sagging should be checked at two places and corrected if necessary.

Insulation straps (cable ties) shall be used to tie the conductor at each supporting point.

4.13 Earthing of Distribution Lines

All 33 kV steel poles should be separately earthed. The earth pin is a 2.5 m galvanised steel rod, which must be driven into undisturbed ground clear of the pit excavation. It is not acceptable to insert the earth rod in the pit excavation as the backfill used often does not provide a good earth connection.

The earth pin is connected to the pole using No 8 SWG galvanised steel wire as shown in the drawings. Lugs and bolts must be used for both the connection to the pole and to the earth pin. Wire wrapped connections are not acceptable as a good electrical connection cannot be assured. A special steel plate is used to ensure a proper connection between the earth wire and the pole. The plate is bolted to the pole using the earthing hole provided about 300 mm

above ground level.

The earth resistance of the pole and earth pin connected together should be as low as possible and ideally should not exceed 10 ohms. Additional earth pins, spaced at least 1 meter apart, should be used in difficult locations, to reduce the resistance.

The earth resistance of the earth stake and pole connected together should be measured and recorded every tenth pole. The earth resistance of a greater percentage of poles should be measured if earth resistances are high or if there is high soil variability.

4.14 Final Completion and Commissioning

Before a line is energised for the first time pre-commissioning installation work must be completed on each pole. This comprises:

- (i) The painting of non-galvanised poles with aluminium paint with the bottom two meters above the ground to be painted black;
- (ii) The attachment of barbed wire to medium voltage pole where required by EIC to discourage unauthorized pole climbing. The barbed wire is wrapped around the pole just below the mid section pole joint; and
- (iii) Fixing of danger notices to the bottom of the pole where required by EIC. The danger notices should be fixed about 1 meter above ground level and, where appropriate, should face the road or any track or other pedestrian walkway.

Before commissioning a line into service, the line shall be visually checked over its full length to ensure that all structures are correctly installed, all pole earths are installed and

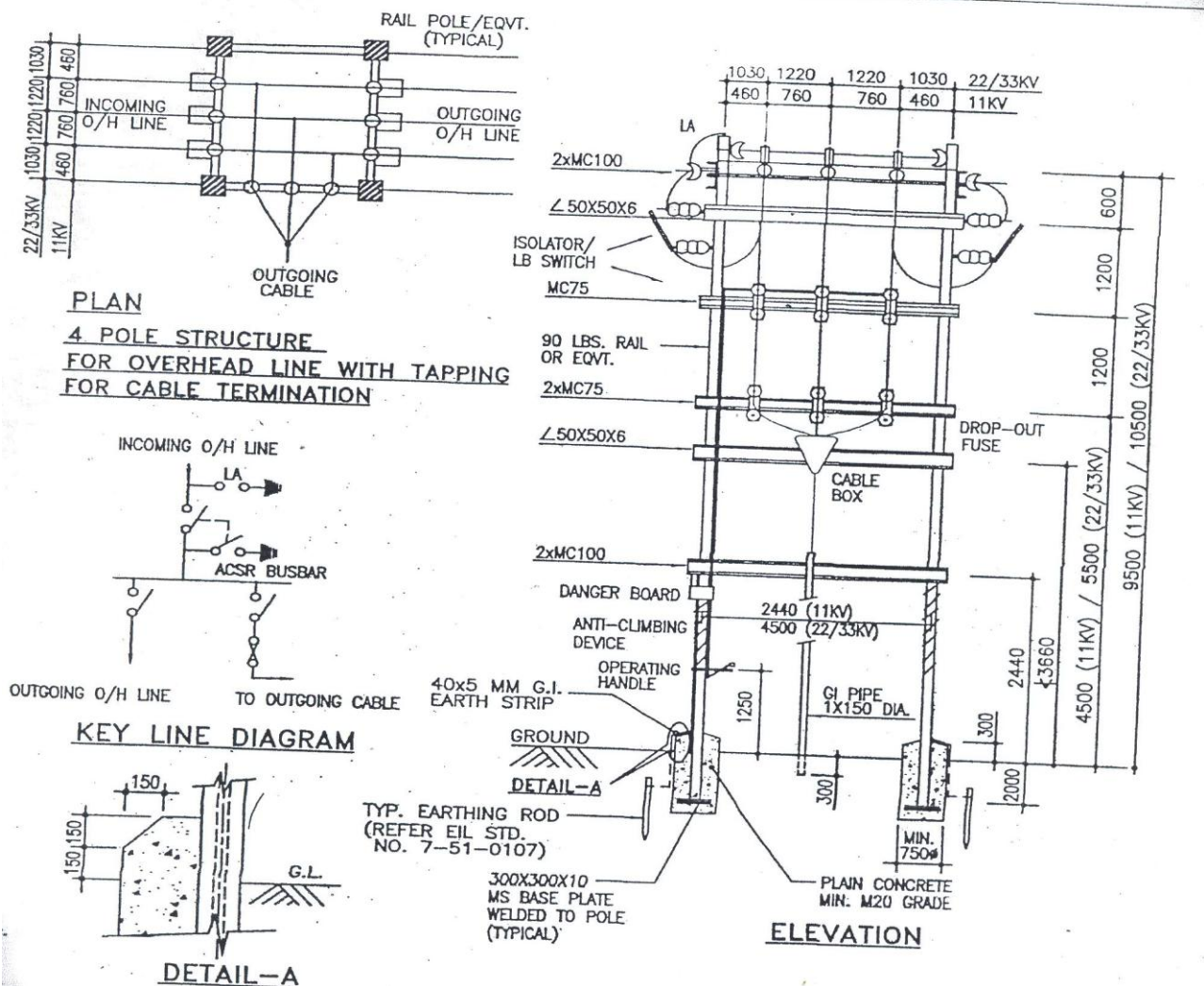
Connected, all conductors are correctly bound and terminated on all structures and all tools and other equipment have been removed.

The line shall be energized with all distribution substations isolated and unloaded on the low voltage side. Where the line is directly connected to a zone substation supply bus, rather than to an upstream line, the protective relay settings should be reduced. Once the line has been successfully energized, the correct protection relay settings should be applied and the distribution substations connected to the load one at a time.

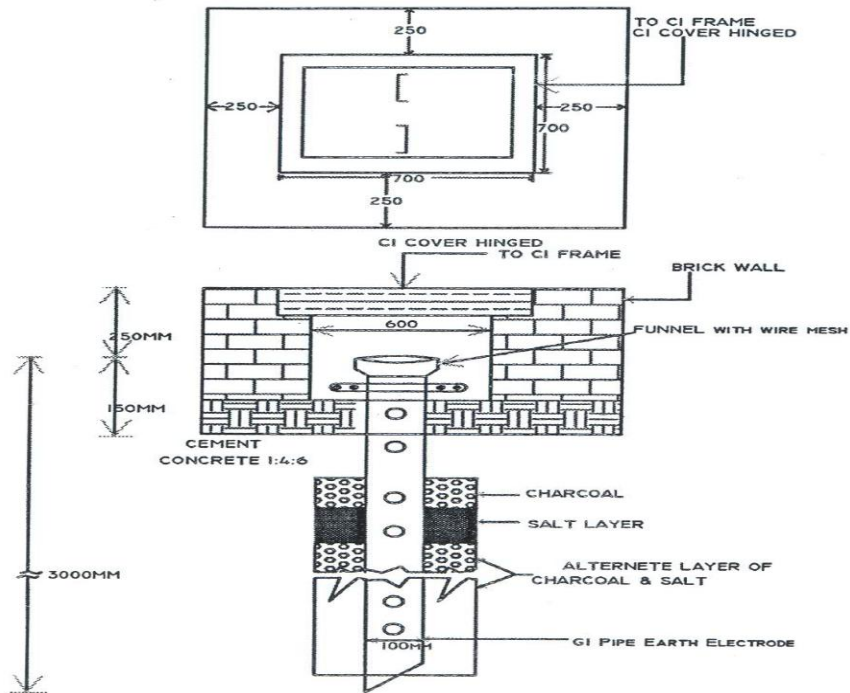
INSTALLATION DETAILS FOR FOUR POLE TERMINATING STRUCTURE UPTO 33 KV

NOTES:

1. STRUCTURE/MEMBER/FOUNDATION SIZES GIVEN ARE THE MINIMUM REQUIRED.CONTRACTOR TO CALCULATE ACTUAL REQUIREMENTS BASED ON FORCES, SAG, WIND VELOCITY AND OTHER STRUCTURAL PARAMETERS AND PROVIDE THE SAME WITHOUT ANY COST /SCHEDULE IMPLICATIONS. THE FOUNDATION SAHLL BE DESIGNED FOR CALCULATED FORCES USING CONCRETE OF MIN. GRADE M20.
2. SUITABLE PROTECTIVE GUARD WIRE SHALL BE PROVIDED AS PER REC STANDARD AT ROAD CROSSINGS.
3. SUITABLE GUY WIRE ARRANGEMENT SHALL BE PROVIDED FOR POLE STRUCTURES AS REQUIRED. ESPECIALLY AT THE END OF LINE AND AT TURNINGS.



ANNEXURE-B



SECTION V

GENERAL CONDITIONS OF CONTRACT
(GCC)

BCPL

(ATTACHED SEPARATELY)

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 above SOR and not to use any other format.
- 3 Rates should be quoted including all taxes & duties (including WCT if any as per applicable rules) except Service tax.
- 4 Service tax & education cess (if any) shall paid extra at actual as per prevalent govt rules subject to the provisions of Service tax clause mentioned at clause number 3 of RFQ and evaluation of bid would be made accordingly.
- 5 Quantities shown in the SOR is tentative which may increase or decrease.
- 6 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 the un-priced bid, bidder must mention as "QUOTED" in the SOR.
- 7 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.
- 8 Contractor shall indicate total cenvatable service tax amount payable under the contract in the format shown above. However, 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.
- 9 The bidder is free to quote any other rate of service Tax provided the same must be in line with the provisions of Service Tax Law in India. However, the bidder is requested to ensure applicability of quoted Service Tax as per nature of job before quoting and any difference payable on account of wrong Service rate shall be on the scope of the bidder.
- 10 In case a bidder does not indicate the rate & amount of service tax in the SOR or makes any other statement (e.g. "NIL", "Inclusive", "Kept as Blank" ,extra at actual etc.), their quoted price shall be considered inclusive of service tax at the rate applicable at the time of bid opening (i e presently @ 12.36 %) and the job shall be awarded accordingly to the L-1 bidder after reduction of the applicable service tax amount ascertained in this regard.
- 11 In case the bidder quotes any other rate which is less than prevailing rate as per service tax rules by virtue of any abatement/ exemption then the bidder shall make note of such abatement/ exemption in SOR, else their quoted price shall be evaluated after loading of service tax at the rate applicable without any abatement (i. e. presently @ 12.36 %), at the time of bid opening instead of lower rate of service tax as quoted by the bidder.
- 12 In case the applicable amount towards 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
18. 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.
19. 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.
20. 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.
21. The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.