



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150217/AR

Date: 13.11.2015

To,

**BID DOCUMENT FOR CONTRACT FOR MISCELLANEOUS CIVIL WORKS
FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA
(ASSAM)**

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:

Ms. Amrisha Rajkhowa

SO(C&P)

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Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)

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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SECTION IA

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 contract for **Miscellaneous Civil Works** 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/20150217/AR
1.2.3	Bid documents available on Website & BCPL office	From 17.00hrs on 13/11/2015 on <i>www.bcplonline.co.in ; www.gailtenders.in & CPP portal</i>
1.2.3	Delivery schedule	REFER SPECIAL CONDITION OF CONTRACT-PART B of SECTION III of tender
1.2.4	Pre-Bid Meeting	18/11/2015 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	24/11/2015 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un-priced bid at BCPL, Lepetkata	24/11/2015 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 3,00,000/- (Rupees Three Lakhs 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	Ms. Amrisha Rajkhowa SO(C&P) 0373-2914609/635/arajkhowa@bcplindia.co.in
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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.

Please note that no clarifications shall be sought from the bidder after opening of un-priced bid. Hence, you are requested to confirm all the points in the tender and submit all the requisite documents with the bid failing which your tender shall be liable for rejection.

3) BIDDER'S ELIGIBILITY CRITERIA:

3.1 Technical BEC:

- i) The bidder must have experience of having executed/completed similar civil and structural works under single work order/ contract having value not less than **Rs. 75.00 Lakhs (without taxes)** in any of the previous 7 years prior to the due date of bid submission.

ii) For experience based on composite works
In case bidder has executed a composite work in a single contract which includes qualifying work stated above and also have carried out qualifying work on his own, then the value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.

iii) Along with the techno-commercial bid, the bidder must submit documentary evidence i.e. copies of work order/agreement along with detailed Schedule of rates and its completion certificate/ execution certificate/Client certificate.

The completion certificate/Execution certificate /Client certificate must clearly indicate the following

- a) Full address of Client, officer issuing certificate
- b) Reference of relevant work order
- c) Actual value of executed work
- d) Date of actual completion, successful execution of works.

iv) All documents i.e Work orders and completion certificates or any other document submitted towards meeting BEC criteria shall have to be certified by Chartered Engineer and Notary Public with Legible stamp. Documents submitted without being certified by Chartered Engineer and Notary Public will not be considered for evaluation towards BEC criteria.

v) The bidders must submit the completion certificate issued by end user / owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work / supply in all aspect. However, in case of tenders for annual rate contracts/ maintenance contracts, where the bidder is executing a rate / maintenance contract which is still running and the contract value /quantity executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value / quantity mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate issued by the end user / owner / authorized consultant.

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

vi) Bids of Joint Venture/Consortium/Sub-Contractor are not acceptable.

vii) 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.

3.2 Financial BEC:

- i) The annual turnover of the bidder should be minimum **Rs. 75 Lakhs** in any of the preceding three financial years (FY 2012-13, 2013-14 & 2014-15).
- ii) The Financial Net Worth of the bidder should be **positive** as per the last Audited Financial Statement i.e. FY 2014-15.
- iii) The bidder should have minimum working capital of **Rs. 15 Lakhs** as per the last audited financial year i.e. FY 2014-15.

If the bidder's working capital is inadequate, the bidder should supplement this with a letter from bidder's bank confirming the availability of line of credit for at least **Rs. 15 Lakhs** from a Bank having net worth not less than Rs 100 Crore.

All documents furnished by the bidders in compliance of Financial Criteria of BEC shall be submitted with "Details of financial capability of bidder" in prescribed format duly signed and stamped by a chartered accountant.

Further copy of audited annual financial statements submitted in bid shall be duly certified/attested by notary public with legible stamp.

NOTE: No fresh document against BEC will be accepted after submission of bid. No further queries will be raised towards submission of new document pertaining to BEC. You are requested to furnish all the documents pertaining to BEC at the time of un-priced bid opening, failing which your bid shall be liable for rejection.

Bids would be evaluated on overall lowest quoted bid basis.

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 3, 00,000/-. 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 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

6) PRE-BID MEETING:

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications 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 BCPL'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 (Annexure-V to SCC)

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) Instruction to Bidders
 - i) Special conditions of contracts (Part B)
 - ii) Special conditions of contracts (Part A)
- iii) 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: Lepetkata,

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)

Amrisha Rajkhowa

Sr. Officer(Contracts & Procurement)

E-Mail: arajkhowa@bcplindia.co.in

Ph no: 0373-2914609/635

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150217/AR

ITEM: BID DOCUMENT FOR CONTRACT FOR MISCELLANEOUS CIVIL WORKS FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA (ASSAM)

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 24.11.2015

Date and time for opening of bids: 15.00 hrs (IST) on 24.11.2015

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)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150217/AR

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Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 24.11.2015

Date and time for opening of bids: 15.00 hrs (IST) on 24.11.2015

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

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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, BCPL 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.

SERVICE TAX (IF APPLICABLE)

The rates quoted by the bidder shall remain firm for any variation and will be assume to be inclusive of all taxes, duties except Service Tax & Cess thereon. Service Tax shall be quoted by the bidder as per Govt. rules. In case of any bidder is exempted from service tax on the ground of less turnover under service tax law (the bidder is required to mentioned and specify clearly in the form of "under taking" for exemption of service tax with technical part of the bid), their bid will be evaluated without service tax and in case the service tax become applicable after bid due date or within the contract period, if awarded, due to variation in bidder's turnover, the present prevailing applicable service tax (i.e. 14%) shall be deemed to be inclusive in the quoted

amount and shall not be paid extra . However, in case the service tax rate increase by Govt. during contract period, the difference of the rates (i.e. Revised increased rate – prevailing rate on bid due date) will be paid extra on submission of Cenvatable invoice. Service Tax and Cess thereon shall be paid as per the rate prevailing on submission of documentary evidence & Cenvatable invoice(s). The bidder shall indicate in its bid the Service Tax registration Number for concerned tender Service for which bid is invited with a copy of Service registration Certificate and in case the Service Tax registration number is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration. The Contractors liable to pay Service Tax for the work / services rendered to BCPL, shall specifically mention the Service Tax Registration No. & classification of Service in their Invoice(s). Further, the amount and rate of the Service tax shall be separately, distinctly specify in the Invoice(s). The service provider shall submit proper invoice as required under the Service Tax Law. At present Rule 4 A of service tax Rules provides the relevant provisions for issuance of proper invoice by the service providers. In case any other particulars of BCPL, Gandhar as receiver of services are required to be mentioned, if any, under Service Tax Law and / or/ CENVAT Credit Rules, on the date of providing of Services to BCPL, the same shall also be mentioned on the invoice. While the quoting against this tender, bidder had an option to decide on the method of valuation prescribed under the service tax rules, i.e either on actual service tax portion on deemed service portion. Wherever 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. Wherever Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40% or 70%) of the gross works contract value on which Service Tax is applicable. Wherever the bidder opts for paying Service Tax on deemed service portion, the gross works contract value for the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract. The fair market value of Free Issue Material (FIM) and services, wherever applicable, are to be indicated upfront in the Bidding Documents. Bidder shall quoted 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 be indicate the details of applicable service tax as mentioned above along with the beak-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax. In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract. Please note that the responsibility of payment of 'Service Tax' lies with the 'Service Provider' only. The Bidder shall also furnish copy of "Service Tax Registration Certificate" along with the Bid, wherever 'Service Tax' is applicable. In case 'Service Tax' is applicable for the Tendered Work, Contractor shall claim the 'Service Tax' indicating rate of abatement / deduction allowed as per "Service Tax Act" in the '1st Invoice' itself. For payment of service tax, Contractor providing taxable service shall issue an 'Invoice', or a 'Bill' and onward bills which is signed, serially numbered, and shall also specify & contain the following: [a] Name, Address and Registration No. of such Person / Contractor [b] Name and Address of the Person / Contractor receiving Taxable Service [c] Description, Classification and Value of Taxable Service provided [d] Service Tax Amount Payments to 'Service Provider' for claiming 'Service Tax' amount will be made provided above formalities are fulfilled. The above details are required to enable BCPL to avail Cenvat credit for the service tax payments. It shall be the responsibility of the contractor to pass on the CENVAT Credit benefit to BCPL, wherever applicable. In case BCPL loses any benefit / amount of CENVAT Credit, due to any fault of the bidder (i.e. non submission of proper invoice timely), which could otherwise have been availed by BCPL as per rules, the same shall be recoverable from the contractor / not paid to the contractor In case of any statutory variation in 'Service Tax' during the currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of 'Service Tax' / statutory variation in 'Service Tax' as per above terms in 11.9, should be raised within 'two [02] months' from the date of issue of 'Government Notification' for payment of differential 'Service Tax', otherwise claim in respect of above shall not be entertained for payment of 'arrears'. “To ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contractsl LOA to enable BCPL to avail CENVAT credit If CENVAT credit with respect to excise duty or service tax is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse excise duty or service tax charged in the invoice(s)

and shall be entitled to I deduct / setoff /recover the such service tax or excise duty together with all penalties and interest if any, against any amounts paid or payable by BCPL to bidder”.

PROVISION WITH RESPECT TO TAXES

A) Where CENVAT benefit is to be availed:

The CENVAT Credit Rules, 2004 have been amended with effect from 01.09.2014, whereby a manufacturer or a service provider is not eligible to take CENV AT credit of inputs and inputs services after a period of six months from the date of issue of an invoice, bill or challan as the case may be. "Bidders are advised to ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts / LOA to enable BCPL to avail CENVAT credit. If CENVAT credit with respect to excise duty or service tax is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse excise duty or service tax charged in the invoice(s) and shall be entitled to I deduct / setoff / recover the such service tax or excise duty together with all penalties and interest if any, against any amounts paid or payable by BCPL to bidder. "

B) Where Service tax payable under reverse charge :

In view of the obligations and restrictions prescribed in respect of Service Tax payable under reverse charge, the following provision may be included in RFP/tender documents for procurement of services: "Where BCPL has the obligation to discharge service tax liability under reverse charge mechanism and BCPL has paid or is / liable to pay service tax to the Government on which interest or penalties becomes payable as per Point of Taxation Rules, 2011 for any reason which is not attributable to BCPL or CENVAT credit with respect to such payments is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct I setoff I recover such amounts against any amounts paid or payable by BCPL to bidder.

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

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. t.

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. 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 Earnesh 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.

44. The information required in FORM 32 must be submitted to EIC within 15 days from the date of placement of Letter of award.

45. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

A.1 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. "Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency"

A.6 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ies and Banning of business dealings with Agency/ies.

A.8 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 "Investigating Agency" shall mean any department or unit of BCPL/BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL/BCPL, Central

Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B Actions against bidder(s) indulging in corrupt/fraudulent/collusive/coercive practice

B.1 Irregularities noticed during the evaluation of the bids:

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices, during execution of contract, the agency shall be banned for future business with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

The concerned order (s)/ contract(s) where corrupt/fraudulent/collusive practices is observed, shall be suspended with immediate effect by Engineer-in-Charge(EIC)/ Employer whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning.

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with BCPL for a period specified in para

B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency shall not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/misappropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

(i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.

(ii)Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

(iii)Non-performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 The suspension order shall also be hosted on BCPL's intranet and a copy will be forwarded to all OICs/ HODs by C&P Department. During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

The competent authority to approve the suspension will be same as that for according approval for banning.

D.2.6 The process for putting the agency on suspension list shall be completed within 7 days from the date of receipt of such intimation from Vigilance Department for cases mentioned at sl. no. (i) and (ii) of clause no. D.1 and within 30 days from the date of recommendation by site committee for cases mentioned at sl. no. (iii) of clause no. D.1.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.

D.3.2 If an agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/misappropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. Wherever there is contradiction with respect to terms of GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

45 Performance Rating & Evaluation:

BCPL follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of BCPL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be banned/put on holiday for future business with BCPL.

All the suppliers and contractors working with BCPL will be evaluated based on the Parameters defined in the performance Rating Data Sheet as Format-15.

The evaluated rating may be falling in any of the following category depending upon the scoring of points in various parameters.

Very good

Good

Fair

Poor

In case, a vendor/contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating shall be put on "HOLIDAY" for a period of 1 to 3 years depending upon the nature of failure on their part in performance and such vendors and contractors will not be allowed to participate in business with BCPL for the Holiday period.

The vendors and contractors will be banned for submitting forged documents in respect of experience, turnover and any other requirements forming the basis for prequalifying/ eligibility criteria irrespective of their rating in the past. Such vendors & Contractors will be debarred from having business with BCPL in future.

F-15

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMACE

40 Marks

Delivery Period / Completion Schedule	Delay in Weeks	Marks
a) Up to 3 months	Before CDD	40
	Delay up to 4 weeks	35
	Delay up to 8 weeks	30
	Delay up to 10 weeks	25
	Delay up to 12 weeks	20
	Delay up to 16 weeks	15

More than 16 weeks	0
--------------------	---

b) Above 3 months

Before CDD	40
Delay up to 4 weeks	35
Delay up to 8 weeks	30
Delay up to 10 weeks	25
Delay up to 16 weeks	20
Delay up to 20 weeks	15
Delay up to 24 weeks	10
More than 24 weeks	0

1.2 QUALITY PERFORMANCE	40 Marks
-------------------------	----------

For Normal cases: No defects / No deviation / No failure	40 Marks
--	----------

i. Rejection / Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases.	10 Marks
------------------------	--	----------

ii. When quality failure endanger system integration & safety of the system.	Failure of severe nature	0 Marks
	- Moderate nature	5 Marks
	- Low severe nature	10-25 marks

iii. Number of deviation	1. No. deviation	5 marks
	2. No. of deviation < 2	2 marks
	3. No. of deviation > 2	0 marks

1.3 RELIABILITY OF PERFORMANCE	20 Marks
--------------------------------	----------

A.FOR SUPPLIES:

(i) Submission of order acceptance, PBG, drawings & other documents within time.	5 Marks
(ii) Attending complaints & requests for after sales service / warranty repairs and / or query / advice (up to the evaluation period)	5 Marks
(iii) Response to various correspondence and conformance to standards like ISO	5 marks
(iv) Submission of all required documents including test certificates at the time of supply	5 marks

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 _____
 Dealer/Trader/Contractor _____

1-14 Type of Material Supplies : _____

(Country
 Code)

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:

BID FORM

F2

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

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:

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

1.0

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
 in 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):

Power of Attorney No.

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Date: _____

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:
Date:

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

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

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:
Date:

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

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 BIDDE

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. Lepatkata,
 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.

F-10

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 / BCPL (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.

"CENTRAL WAREHOUSE 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 Parson	:	_____
(v) E-mail Address	:	_____

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

Reasons for non-submission of bid	:	
Agency's Name	:	_____
Signature	:	_____
Name	:	_____
Designation	:	_____
Date	:	_____
Seal/Stamp	:	_____

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

Contract Agreement for the work of ----- of Brahmaputra Cracker & Polymer Ltd. (BCPL) made on ----- between (Name and Address) -----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include

its successors and permitted assignees) of the one part and BCPL hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part. WHEREAS

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

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

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

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

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which

are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. 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 : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1 . _____

2. _____

2. _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

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

Sl. No.		Description	Bidder's Confirmation
1		It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2		Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3		Confirm that the offer shall remain valid for acceptance up to 3 (Three) months from Final Bid Due Date /Date of Opening of Bids	
4		Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5		Confirmed that 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 towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Annexure-A	
23		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly	
24		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 -----_

(FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE)

(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To
Brahmaputra Cracker and Polymer Limited
Lepetkata , Dibrugarh-786006

Dear Sir,

Certified that M/s.....(Name of the bidder with address)
is an existing customer of our Bank.

It is confirmed that against tender No: _____

dated.....2013 for

....."name of
job/supply) , M/s.....(Name of the

Bank with address) confirms availability of line of credit to

M/s.....(Name of the bidder) for at least an amount of

Rs.....Lakh.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores.

Yours truly

For.....

(Authorized signatory)

Name of the signatory :

Designation :

Annexure-A

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following.

A. ANNUAL TURNOVER OF LAST 3 YEARS:

YEAR	AMOUNT (CURRENCY)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

DESCRIPTION		YEAR____ (AMOUNT - CURRENCY)
1.	Current Assets	
2.	Current Liabilities	
3.	Working Capital (Current Assets-Current liabilities)	
4.	Net Worth (Paid up share capital and Free Reserve & Surplus)	

Name of Audit Firm/
Chartered Accountant
Date:

[Signature of Authorized Signatory]

Name:
Designation:
Seal:
Membership no.

INSTRUCTIONS:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus."

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.	NA		
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 .			
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INDEMNITY BOND

(TO BE NOTORISED AND ON STAMP PAPER OF APPROPRIATE VALUE)

To

Brahmaputra Cracker and Polymer Ltd.
(Address as applicable)

Dear Sirs,

WHEREAS Brahmaputra Cracker and Polymer Ltd., a Government of India Company, registered under the Companies Act, 1956, having its Registered Office at Hotel Brahmaputra Ashok, M G Road, Guwahati-781001 (Assam), (hereinafter called “the Indemnified” which expression shall include its successors and assigns) has awarded to M/s..... a Partnership Firm/ Sole Proprietor Business/ a company having its Registered Office at (hereinafter called “the Indemnifier”, which expression shall include its successors and assigns) a contract for conditions set out, inter-alia, in “the Indemnified” Purchase Order No.

..... dated..... (hereinafter referred to as “the said Contract”) to “the Indemnifier”.

AND WHEREAS “the Indemnified” has agreed to supply to “the Indemnifier” raw material/ components to the value of Rs..... (Rupees..... only) for incorporation in fabrication by “the Indemnifier” in terms of “the said contract”, the components/ raw material to be supplied by “the Indemnified” to “the Indemnifier” for the said fabrication, (hereinafter, or the sake of brevity, referred to as “the said material”) and pending fabrication and delivery at job-site of the completed fabricated work(s) incorporating “the said material” and accounting for “the said material” shall be under the sole custody and charge of “the Indemnifier” and shall be kept, stored, altered, worked upon and/ or fabricated at the sole risk and expenses of “the Indemnifier”.

As a Pre-condition to the supply of “the said material” by “the Indemnified” to “the Indemnifier”, the Indemnified” has required “the Indemnifier” to furnish to “the Indemnified” security in the manner and upon terms and conditions hereinafter indicated:

NOW THEREFORE, in consideration of the premises aforesaid “the Indemnifier” Shri....., Shri..... all Directors/ Partners/ Sole proprietor of “the Indemnifier” in consideration of aforesaid “contract” hereby irrevocably and unconditionally and jointly and severally undertake to indemnify and always keep “the Indemnified” from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of “the said material” or any item or part thereof) by theft, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, bending, wrapping, exposure, rusting, faulty workmanship, faulty fabrication or faulty method of technique of fabrication, riot, civil commotion or other act of omission or commission whatsoever within or beyond the control of “the Indemnifier”, misuse and misappropriation by “the Indemnifier’s” servants and/or agents whatsoever to, of or in “the said material” or any part or item thereof between the date that the

same or relative part or item thereof was supplied to “the Indemnifier” up to and until the return to “the Indemnified” on due dates of “the said material” or relative part or item thereof or completed fabricated work(s) incorporating the said material AND jointly and severally

undertake to pay to “the indemnified” forthwith on first demand in writing without protest or demur the value of “the said material” or item part thereof lost, damaged, destroyed, misused and/or misappropriated, as the case may be, inclusive of “the Indemnified” ’s cost and expenses (inclusive but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs and/ or expenses) as specified in the said demand.

AND “the Indemnifier” hereby agree with “the Indemnified” that :

1. This Indemnity shall remain valid and irrevocable until the settlement of all claims of “the Indemnified” arising hereunder.
2. This Indemnity shall be in addition to any other Indemnity, Guarantee or Security whatsoever that “the Indemnified” may now or any time anywise have in relation to “the Indemnifier” ’s obligations/ liabilities under and/ or in connection with the said contract inclusive of “the said material” and “the Indemnified” shall have full authority to take recourse to or enforce this security in preference to the other security (ies) at its sole discretion, and no failure on the part of “the Indemnified” in enforcing or requiring enforcement of any other security shall have the effect of releasing “the Indemnifier” from its full liability hereunder:
3. “The Indemnified” shall be at liberty without reference to “the Indemnifier” and without affecting the full liability of “the Indemnifier” hereunder to take any other such security in respect of “the Indemnifier” ’s obligations and/or liabilities under or in connection with the “said contract” inclusive of “the said material” and to vary the terms vis-a-vis “the Indemnifier” of “the said contract” or to grant time and/or indulgence to “the Indemnifier” or to reduce or to increase or otherwise vary the prices or the total contract value or the quantity, quality, description or value of the said material or to release or to forbear from endorsement of all or any of the obligations of “the Indemnifier” under the said contract (inclusive of anything in respect of “the said material”) and/or to remedies of “the Indemnified” under any other security (ies) now or hereinafter held by “the Indemnified” and no such dealing(s), variations(s), reduction(s), increase (s) or other indulgence (s) or arrangement(s) with “the Indemnifier” or release “the Indemnifier” from their full liability to “the Indemnified” hereunder or of anywise prejudicing rights of “the Indemnified” against “the Indemnifier” and “the Indemnifier” hereby waive all rights, if any, at any time, inconsistent with the terms of this Indemnity.
4. This Indemnity shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of “the Indemnifier” and the obligations of “the Indemnifier” in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by “the Indemnifier” (whether now pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by “the Indemnifier” or any other order or communication whatsoever by “the Indemnifier” or any other order or communication whatsoever by “the Indemnifier” stopping or preventing or purporting to stop or prevent any payment by “the Indemnifier” to “the Indemnified” in terms hereof.
5. The mere statement made by or on behalf of “the Indemnified” in any notice or demand or other writing addressed to “the Indemnifier” as to any of “the said material” or item or part thereof supplied to “the Indemnifier” having been lost, damaged, destroyed, misused or misappropriated while in the custody of “the Indemnifier” before or after completion of the completed fabricated work(s) incorporating “the said material” and delivery at job site thereof shall as between “the Indemnifier” and “the Indemnified” be conclusive of the factum of “the said material” or item or part thereof having been supplied to “the Indemnifier” and/or the ~~loss, damage, destruction, misuse or misappropriation thereof, as the case may be,~~

while in the custody of “the Indemnifier” and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof without necessity on the part of “the Indemnified” to produce any documentary proof or other evidence whatsoever in support of this.

6. The amount stated in any notice of demand addressed by “the Indemnified” to “the Indemnifier” as the value of any of “the said material”, lost, damaged, destroyed or misused or misappropriated, inclusive relative to the cost and expenses incurred by “the Indemnified” in connection therewith shall as between “the Indemnifier” and “the Indemnified” be conclusive of the value of such “said material” and the said costs and expenses as also of the amount liable to be paid by “the Indemnifier” to “the Indemnified” in terms and for the purpose of, without necessity for “the Indemnified” to produce any voucher, bill or other documentation or evidence whatsoever in support thereof.

In witness whereof “the Indemnifier” have hereunto set and subscribed his hand this day and year first hereinabove written in the presence of witnesses.

Yours faithfully,

1.

2.

3.

WITNESSES:

1.

2.

PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

Ref.....

Bank Guarantee No.....

Date.....

M/s. Brahmaputra Cracker and Polymer Ltd., (Address as applicable)

In consideration of the M/s. Brahmaputra Cracker and Polymer Ltd., Guwahati, Assam, hereinafter called the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators and assignees, having awarded to M/s..... having its registered office at hereinafter referred as the 'CONTRACTOR', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees, a contract hereinafter referred to as the 'CONTRACT' for related works referred to as "WORK" on terms and conditions set out, inter-alia in the Owner's Contract No. dated Valued at (in words & figures) and as the Owner having agreed to make an advance payment for the performance of the above contract to the CONTRACTOR amounting to.....(in words & figures) as an advance against Bank Guarantee to be furnished by the CONTRACTOR.

We..... hereinafter referred to as the BANK which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees having our office at..... do hereby undertake to give the irrevocable and unconditional guarantee and do hereby undertake to pay the OWNER on first demand without any demur, reservation, contest, recourse, protest and without reference to the CONTRACTOR any and all monies payable by the CONTRACTOR by reason of any breach by the said CONTRACTOR of any of the terms and conditions of the said Contract to the extent of till the said advance is adjusted as aforesaid at any time upto We agree that the guarantee herein contained shall advance is adjusted/recovered in full as aforesaid or till the Owner discharges this guarantee.

The OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee, from time to time to vary the advance or to extend the time for performance of the works by the CONTRACTOR. The BANK shall not be released from its liability under these presents by any exercise of the Owner of the liberty with reference to the matter aforesaid.

The Owner shall have the fullest liberty, without reference to CONTRACTOR and without affecting this guarantee to postpone for any time or from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any power, covenants contained or implied in the Contract between the OWNER and the CONTRACTOR or any other course or remedy or security available to the OWNER and the BANK shall not be released of its obligations under these presents by any

exercise by the OWNER of its liberty with reference to matters aforesaid or other acts of omission or commission on the part of the OWNER or any other law would, but for this provision, have the effect of releasing the BANK.

The right of the OWNER to recover the outstanding sum of advance upto Rs..... from the BANK in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes has or have been raised by the CONTRACTOR and/or that any dispute or disputes is or are pending before any officer, tribunal or court and any demand made by OWNER on the BANK shall be conclusive and binding.

The BANK further undertakes not to revoke this guarantee during its currency without previous consent of the OWNER and further agrees that the guarantee contained shall continue to be enforceable till the OWNER discharges this guarantee.

The BANK also agrees that the OWNER shall at its option be entitled to enforce this guarantee against the BANK as a principal debtor, in the first instance, notwithstanding any other security or guarantee that OWNER may have in relation to the CONTRACTOR's liabilities towards the said advance.

The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee's shall be subject to the jurisdiction of Guwahati Courts.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to _____ and it will remain in force upto and including _____ and shall be extended from time to time for such periods as may be advised by M/s on whose behalf this guarantee has been given.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney/ resolution of the Board of Directors dated..... accord to him by the BANK.

Dated.....this day of20

Signed by
(Person duly authorised by Bank)

Place:

WITNESS:

1 (Signature)
(Printed Name)

2 (Designation)
(Common Seal)

THE ASSAM VALUE ADDED TAX RULES, 2005
FORM-32 [See Rule 28(3)]
FORM OF PARTICULARS TO BE SUBMITTED BY THE CONTRACTEE

To,
 THE ASSISTANT COMMISSIONER OF TAXES
 DIBRUGARH

Sir,
 Whereas I/We Brahmaputra Cracker and Polymer Limited, Lepetkata, Dibrugarh, Assam (Name and address)
 have entered into contract, with _____ (Name of the contractor).

And whereas, I/We furnish hereunder the following particulars relating to the said contract:-

1. Full name and address & Taxpayer Identification No. of the contractor (in block letters)

2. Date of the contract: _____.(FOA No. _____)
3. Total and break up value of the contract: Total Contract Value Rs. _____
 (Break-up not mentioned in the contract)
- 4..Place where the contract is to be executed : _____
5. Date by which the contract is under taken to be to be completed: _____
6. Brief description of the works to be carried out : _____

7. Details of the goods to be supplied by the contractee as free issue and the value thereof: _____

I/We declare that as stated above, I/We M/s. Brahmaputra Cracker and Polymer Limited, Lepetkata (Assam)
 have entered in a works contract involving transfer of property in goods (whether as goods or is some other form).

I/We further declare that to the best of my/our knowledge and belief, the information furnished above is
 correct, complete and is truly stated and nothing has been concealed.

Place : DIBRUGARH

Date : _____

(Signature with seal of the contractee)

SECTION III

SPECIAL CONDITIONS OF CONTRACT [SCC]

SCC: Part -A

JOB: BID DOCUMENT FOR CONTRACT FOR MISCELLANEOUS CIVIL WORKS FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA (ASSAM)

TENDER NO: BCPL/DIB/C&P/SER/20150217/AR

1.0 GENERAL:

*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 4%) and issue necessary certificate to this effect.

8.0 SERVICE TAX:

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

9.0 SECURITY DEPOSIT:

9.1 Security deposit @ 10% of Annualized Contract Value (10% 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 sub-contractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all lesson, damages, expenses or decrease arising out of such action.

31.0 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 he 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 and 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.

2.0

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.

3.0

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.

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

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 MISCELLANEOUS CIVIL WORKS FOR BRAHMAPUTRA CRACKER AND POLYMER LIMITED, LEPETKATA (ASSAM)

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 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/ Codes of practice for detailed specifications covering any part of the work covered in this Bidding Document, the instructions/directions of Engineer-in-Charge will be binding on the CONTRACTOR.
- 1.6 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 LOCATION AND SITE CONDITIONS

- 2.1 **The site of proposed work is at BCPL Plant located at Lepetkata, Duliajan, Lakwa & Railway Siding**
- 2.2 The contractor deemed to have inspected the site thoroughly and acquainted himself with the site conditions, availability of storage for materials, work areas available for construction, disposal / stacking of surplus earth from excavation of all kinds of soil/ rocks and acquainted

himself with the general nature of the site, sub soil water table and its other features likely to affect his tender and the construction of the works. No claim/ extension of time whatsoever shall be entertained on account of prevailing site conditions.

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

3.0 AWARD OF WORK

- 3.1 The price bid may consist of one or more parts/sub-heads depending upon the nature of work (s). The bidders are required to quote rates in figure as well as words. The bidders may note that the contract is not splittable & BCPL intends to award the entire work to a single bidder on overall lowest cost basis.

4.0 SUBLET OF WORK

- 4.1 The contractor shall not sublet the contract, except with the written consent of the BCPL.
- 4.2 The drawings, conditions, specifications, Schedule of Rates (SOR) forming contract document are explanatory and are complementary to one another representing together with the work/installation to be carried out. In case of doubt, the matter shall be discussed with Company's engineer and necessary clarifications obtained. If neither the drawing nor the specifications, Schedule Of Rates (SOR) include any provisions which are absolutely necessary to complete the work as per drawings, the contractor shall provide the same, contained in any one viz (i) the drawings, (ii) the specifications and (iii) the Schedule Of Rates (SOR) but not specifically appearing in the other all such parts of the contract document and the work shall be executed accordingly.

5.0 WATER & POWER

- 5.1 Construction water shall be provided by OWNER if available at a nominal cost to be decided by EIC; otherwise the CONTRACTOR, shall make all the arrangement for Construction Water at their sole cost and expense.
- 5.2 Construction power shall be made available by the Owner @ Rs 6/- per unit at one point within the plant premises. 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.

6.0 SCOPE OF WORK

M/s Brahmaputra Cracker and Polymer Limited (BCPL) plant area is spread over 3000 Bighas of Land at Lepetkata, and situated at approximately 15 Kilometers away from Dibrugarh, comprising of

a Gas Sweetening unit, C2+ Liquid recovery unit, Gas+ Naptha based Ethylene Cracker Unit, C4Hydrogeneration unit, Pyrolysis Gasoline unit, LLDPE/HDPE unit and PP unit. Scope of work shall be read in conjunction with item description of Schedule of Rates and Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates. The work shall be of the following nature: Miscellaneous Civil & Structural works in and within the plant such as supply/fabrication/installation/construction of

- i. Restoration/rectification of damaged architectural works involving RCC, PCC, brickwork etc.
- ii. Preparation works for inauguration of BCPL Plant like plastering, external and internal painting, waterproofing, road marking works, micro grading, debris clearance, grass cutting, road work, road marking, paver block & kerb stone fixing, installation of mobile toilets etc.

Rates shall include all cost for the performance of the 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 work which could be reasonably implied/ inferred from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate. Further above list of work is only indicative in nature and may include any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge, which could be reasonably implied from the contents of the Bidding Document.

7.0 TIME SCHEDULE

- 7.1 **Total period of contract for this work will be for 04 months.** The contract period for the work shall be reckoned from the date as mentioned in letter of award. The time indicated is for completing all the works in all respects as per specifications, codes, drawings and instructions of Engineer-in-Charge and submission of all reports as mentioned in the Technical Specifications. The period of completion given includes the time required for mobilization, demobilization and completion of work in all respects to the satisfaction of the Engineer-in-Charge.
- 7.2 Time is the essence of the contract and as such every effort should be made to complete the work within prescribed time period for the execution of the work as contemplated under this contract.
- 7.3 A joint programme of execution of work will be prepared by the Engineer-in-Charge and CONTRACTOR. This programme will take into account the time of completion mentioned in clause 8.1 above.
- 7.4 Weekly execution programme will be drawn up by the Engineer-in-Charge jointly with the CONTRACTOR based on priorities and the joint programme of execution.
- 7.5 As 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 programme and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the CONTRACTOR.

- 7.6 CONTRACTOR shall give every day category-wise labour and equipment deployment report along with the progress of work done on previous day in the format prescribed by the Engineer-in-Charge.
- 7.7 BCPL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days' notice to the contractor.

8.0 LABOUR LICENCE AND APPLICABLE LAWS

- 8.1 Before starting of work, Contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh and furnish copy of the same to Owner.
- 8.2 APPLICABLE LAWS
- a) CONTRACTOR shall abide by and comply with, and secure compliance by his sub-contractors and vendors, with all applicable laws, of any governmental authority having jurisdiction over the WORK.
 - b) CONTRACTOR shall obtain all licenses and permits, authorizations, visas, labour quotas and work permits required by any applicable laws, rules or regulations for him and his employees to perform the work and to do business.
 - c) Upon CONTRACTOR'S request OWNER will provide reasonable assistance to secure requisite licenses and permits.
 - d) CONTRACTOR shall be liable for and shall indemnify and hold harmless OWNER from and against any and all liabilities, damages, demurrages, claims, fines, penalties and expenses of whatever nature arising out of or resulting from violation by CONTRACTOR, his employees, agents, subcontractors or any other person of any applicable law and conditions of permits, licenses and clearances, or resulting from the misrepresentation, incorrect invoicing or under declaration of value on equipment, bulk materials or supplies under the CONTRACT.

9.0 MEASUREMENT OF WORKS

The measurement of works will be done as per provisions of IS: 1200 (Part-1 to 28).

10.0 PAYMENT TERMS AND CONDITIONS:

- 1.1 No Mobilization Advance shall be payable.
- 1.2 No Secured Advance shall be payable.
- 1.3 Progress Payments shall be released to Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions/recovery. The basis for payment against various items shall be below:
- 1.3.1 95% on completion of work as certified in monthly progress bill.
 - 1.3.2 05% on completion of all works in all respects and issuance of Completion Certificate.
- 1.4 The above progress payments are subject to deductions towards income tax and other deductions/retentions as applicable as per terms of the Contract.

- 1.5 CONTRACTOR must submit his final bill within sixty days of completion of the work and payment of the final bill shall be made to the CONTRACTOR within 120 days of the submission of the bill and after completion of all obligations under the CONTRACT.
- 1.6 The bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to ENGINEER-IN-CHARGE

11.0 ROUNDING OFF

All payments to and recoveries from the bill of CONTRACTOR shall be rounded off to the nearest Rupee. Wherever the amount to be paid/ recovered consists of a fraction of a Rupee (Paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a Rupee is less than 50 (fifty) paise, the same shall be ignored.

12.0 FIRM PRICE

The quoted prices shall remain firm and fixed and valid until completion of the contract and shall not be subject to escalation for any reason whatsoever.

13.0 TAXES AND DUTIES

13.1 The value of Free Issue materials is **Nil**

13.2 The Contracted rates/prices are inclusive of all Taxes, Duties, Levies, Octroi, Cess etc. but excluding Entry Tax on Capital Goods permanently incorporated in the works. Entry Tax shall be paid by the Contractor for all other Goods. For tools & tackles brought in by contractor (which will not get transferred during execution of work contract) contractor has to bear the liability of entry tax. Further Contracted rates/prices are exclusive of service tax which shall be reimbursed by Owner at actual against submission of proff /documentary evidence for payment made towards service tax by contractor for work as per service tax rules. No price variation on account of any change in other Taxes, Duties, Levies, Octroi, Cess etc. including imposition of new taxes shall be allowed.

13.2.1 Entry Tax:

Entry Tax is exempted for Capital Goods permanently incorporated in the works during execution of work contract and for all other Goods, Entry Tax shall be paid by the Contractor. For tools & tackles brought in by contractor (which will not get transferred during execution of work contract) contractor has to bear the liability of entry tax.

13.2.2 Works Contract Tax:

The Contracted rates/prices shall be inclusive of Assam VAT component on Works Contract. Contractor may opt to the scheme of Works contract taxation as per their choice. Works Contract Tax as applicable will be deducted at source and TDS certificate shall be issued to the contractor.

13.2.3 Service tax:

- a) Unit rates / Lump sum prices in the Schedule of Rates shall be exclusive of Service Tax. Bidders shall quote Service Tax in SOR.
- b) Service tax shall be reimbursed to the CONTRACTOR at actual, against submission of proof/documentary evidence for payment made towards service tax in accordance with Service Tax Rules.
- c) It is the responsibility of the CONTRACTOR to ascertain the applicable rules and follow the provisions of the Service tax including Government of India latest Notifications and its amendments, if any.”
- d) Contractor shall indicate total service tax amount payable under the contract in the SOR. 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.
- e) 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
- f) Wherever Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which Service Tax is applicable.
- g) Wherever 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.
- h) Wherever the bidder opts for paying Service Tax on deemed service portion, the gross works contract value for the purpose of payment of service tax shall mean the sum total of the gross amount charged for supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- i) 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 14%) on total value of works contract.

13.2.4 Central Sales Tax (CST):

The Contracted rates/prices shall be inclusive of CST, wherever applicable, at applicable rate. BCPL will not issue 'C- Form' to the contractor.

13.2.5 Excise Duty

- a) The Bidder quoted prices should be inclusive of Excise Duty and CVD/SAD. However Bidder shall also be required to quote the amount of Excise Duty and CVD/SAD under Form SP-4A & SP 4B respectively included in the quoted rates.
- b) The classification of goods as per Central Excise Tariff should be correctly done to ensure that benefit (if any) is not lost to OWNER on account of any error on the part of the CONTRACTOR.

13.2.6 Income Tax & Corporate Tax:

a) 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 & TDS Certificate shall be provided.

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

13.2.7 Construction Workers Welfare Cess:

a) The contractor must be registered with the concerned authorities under the Building and other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.

b) The contractor shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and other Construction Workers Welfare Cess Rules, 1998.

c) Cess, as per the prevailing rate, shall be deducted at source from bills of the contractors by the Engineer-in-Charge and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State. The contractor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

13.3 Contractor shall provide CENVATABLE Documents, wherever applicable.

13.4 It is the responsibility of the CONTRACTOR to ascertain the applicable rules and follow the provisions of the Excise Act/ Service tax, Excise & Service Tax, CVD/SAD Rules as applicable from time to time and in case of lapse in following the appropriate procedure/submission of appropriate documents, which may result in disallowance of OWNER'S Cenvat claim (if applicable), the OWNER reserves the right to withhold the payment of Cenvatable duties. Consequently the price of supplies & services shall stand reduced to the extent to which CENVAT benefit, which would otherwise have been available to the OWNER, could not be availed of by the OWNER.

13.5 Notwithstanding the foregoing, Owner shall not bear any liability in respect of:

a) Personal taxes on the personnel deployed by the Contractors, his subcontractors and Agents, etc.

b) The Corporate Taxes in respect of Contractor and his Sub-contractors and other Agents, Indian or foreign based.

13.6 Registration of Contractor under AVAT

As per Provision of section 47(4) of Assam VAT Act 2003, the contractor has to be a registered dealer under the Act. The contractor has to produce an authenticated copy of the certificate of registration under AVAT Act 2003 or furnish an undertaking for getting so registered.

14.0 PROVIDENT FUND

14.1 The CONTRACTOR shall strictly comply with the provisions of Employees Provident Fund Act and register the establishment with the concerned Regional Provident Fund Commissioner

before commencing the work. The CONTRACTOR shall deposit “Employees” and “Employers” contributions in the designated account with the designated Authority every month. The CONTRACTOR shall furnish along with each running bill, the challan/ receipt for the payment of provident fund made to the RPFC for the preceding month(s).

- 14.2 In case the Provident Fund Authority’s receipted challan referred to above is not furnished, the OWNER shall deduct 5% (five percent) of the payable amount from the CONTRACTOR’S running bill and retain the same as a security for the payment of the Provident Fund. Such retained amounts shall be refunded to the CONTRACTOR only on production of challan/ receipt of the Provident Fund Authority for the period covered by the related deduction.

15.0 STATUTORY APPROVALS

- 15.1 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 ahead 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.

16.0 SITE EXECUTION

- 16.1 All materials, tools, tackles, equipment etc. required to carry out any job shall be supplied by contractor at his cost unless otherwise stated. Sufficient stock of materials to be kept at site after approval of samples from Engineer-In-Charge.
- 16.2 In case of urgency the workers may have to stay beyond normal working period as per instruction of EIC without any financial implication.

17.0 SCHEDULE OF WORK

- 17.1 The extent and nature of work has been given in Schedule of Rates (SOR) to be read in conjunction with drawings (if any) and the contractor shall quote their rates clearly in figure and words. The rates quoted shall be for completed work in all respect and shall include all taxes, service tax, duties, material, and transportation of material, labors all overheads and profits, and nothing extra shall be paid except the rate quoted.
- 17.2 Dewatering of surface as well as subsoil water, wherever required to carry out the works shall be carried out by the CONTRACTOR and slopes for effective drainage shall be provided within the quoted rates.
- 17.3 Surplus excavated earth, materials; muck etc. shall be disposed of by the CONTRACTOR at his own cost to the places as directed by the ENGINEER-IN-CHARGE. The site shall be cleaned of all surplus material after execution quoted rates shall be deemed to be inclusive of all these provisions.

18.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

- 18.1 All materials, manpower, equipment and consumables shall be in the scope of supply of contractor and the quoted rates shall be inclusive of all necessary input to complete the job.

19.0 SUPERVISION OF WORK

- 19.1 The Job comprises of manpower deployment in various works. As such the Contractor or his authorized representative shall be available at site during the progress of the work to supervise and instruct the workers accordingly to achieve the intended output & complete the work in totality.

20.0 VARIATION IN QUANTITIES OF ITEMS DURING EXECUTION

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

21.0 EXTRA ITEM /SUBSTITUED ITEMS

- 21.1 The rates for extra items/substituted items of work, ordered to be operated/ executed shall be derived as per Clause available in GCC.
- 21.2 However for the analysis of rate on current market prices, the coefficient of labour, material and wastage shall be adopted from the CPWD analysis of rates/standard schedule of rates (if available) or as per actual site requirements and prevailing engineering practices, as decided by the Engineer in Charge. The contractor shall submit vouchers /quotations in proof of rates paid /likely to be paid for material and labour.

22.0 EMPLOYMENT OF LOCAL LABOUR

- 22.1 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.
- 22.2 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.

23.0 LABOUR

- 23.1 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.
- 23.2 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.
- 23.3 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.

- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 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 neighbourhood of the works against the same.
- 23.8 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 of 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.
- 23.9 The Contractor shall pay the labourers 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 labourers or those notified under the Minimum Wages Act for corresponding employees of the Owner/Engineer-in-Charge whichever may be higher.
- 23.10 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 said works as if the labourer had been directly employed by him.
- 23.11 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:

- i) Name, works number and grade.
- ii) Rate of daily or monthly wage.
- iii) Nature of work on which employed.
- iv) Total number of days worked during each wage period.
- v) Total amount payable for the work during each wage period.
- vi) All deductions made from the wage with details in each case of the ground for which the deduction is made.
- vii) Wage actually paid for each wage period.

23.12 The Contractor shall comply with all the precautions as required for the safety of the workmen by I.L.O. convention (No. 62) as far as they are applicable to the contract. The Contractor shall provide all necessary safety appliances e.g., goggles, helmets, masks, etc. to the workmen and the staff.

24.0 CONTRACTOR'S LABOURERS TO LEAVE SITE ON COMPLETION OF THE WORK

The labourers of CONTRACTOR must leave the location of the project site after the work is tapered off/ completed.

25.0 RESPONSIBILITY OF CONTRACTOR

- 25.1 It shall be the responsibility of the CONTRACTOR to obtain the approval for any revision and/or modifications decided by the CONTRACTOR from the OWNER/Engineer-in-Charge before implementation. Also such revisions and/ or modifications if accepted/ approved by the OWNER/ Engineer-in-Charge shall be carried out at no extra cost to the OWNER. All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 25.2 It shall be responsibility of the CONTRACTOR to provide, operate and maintain all necessary construction equipment, steel scaffoldings and safety gadgets, cranes/ derrick and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules without any extra cost to the OWNER.
- 25.3 Preparing approaches and working area for the movement and operation of the cranes/ derrick, levelling the areas for assembly and erection shall also be responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability facilities, such as railway siding, local labour etc., to provide suitable allowances in his quotation. The CONTRACTOR may have to build temporary access roads to aid his own work, which shall also be taken care of while quoting for the work.
- 25.4 The CONTRACTOR shall responsible for procurement and supply in sequence and at the appropriate time of all equipment / materials and consumables and his rates for execution of work will include of supply of all these items.
- 25.5 The contractor shall make all provisions for monsoon protection cover to ensure that there shall not be any stoppage/ hindrance in working during monsoon season.

26.0 QUALITY ASSURANCE SYSTEM

The CONTRACTOR shall carryout various tests whenever required for construction either on field or at outside approved laboratories at his own cost as instructed by EIC.

27.0 MANPOWER TO BE MOBILISED

Construction Manpower to be deployed by contractor as per SOR and should suffice timely execution of jobs entrusted to him /her at site at all times.

28.0 EQUIPMENTS, TOOLS & TACKLES

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

29.0 TESTS AND INSPECTION OF WORKS

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

29.2 The CONTRACTOR shall carry out the various tests on advised of EIC during construction and the technical documents that will be furnished to him during the performance of the work at no extra cost to the owner.

29.3 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.

30.0 COMPLETION DOCUMENTS

30.1 The CONTRACTOR shall submit all the test results and related documents as part of completion documents.

30.2 The following documents in addition to documents specified in GCC shall also be submitted by the CONTRACTOR.

- a) Test Certificates from manufacturers for all supply materials.
- b) Any other drawing/ document/ report specified elsewhere in the bidding document.
- c) Test Certificate, Warrantee/Guarantee certificate and copies of Purchase Order with Prices blank from manufacturers for major supply materials.
- d) Batch Test Certificate from manufacturers for electrodes.
- e) 3 Sets of as built Construction Drawings/ Documents/ Reports.
- f) All other requirements as specified in the respective specifications.

35.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

Contractor shall ensure that all safety precautions and health measures required are observed at all times during the execution of the job.

36.0COORDINATION 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.

37.0CLEARANCE 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 workman like condition to the satisfaction of the Engineer-in-Charge. Provided that the 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.

38.0DEFECT LIABILITY PERIOD

The tenderer shall guarantee all the work executed by him for a period of 6 months from the date of completion of work(s)/Part(s). If during this period any defect occur, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement may result in the forfeiture of security deposit.

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

39.0FINAL 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 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.

40.0MAKE 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 be as per Owner approved vendor list.

41.0 CONTRACTORS BILLING SYSTEM & BILL SUBMISSION

- 41.1 Without prejudice to stipulation in Terms and Conditions of Works Contract, Contractor should follow following billing system.
- 41.2 The bills will be prepared by the Contractor on their own PCs as per the standard formats and codification scheme proposed by Owner. Contractor will submit the bill to Owner in an electronic media along with the hard copy of the bill, necessary enclosures and documents. The Contractor will also ensure the correctness and consistency of data so entered with the hard copy of the bill submitted for payment.
- 41.3 The bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to Engineer-In Charge
- 41.4 Contractor must submit his final bill within sixty days of completion of the work and payment of the final bill shall be made to the contractor within 120 days of the submission of the bill and after completion of all obligations under the contract. Payment for the Final Bill submitted by the contractor shall be released only after satisfactory completion of all works in all respects and certification by Engineer-in-Charge. Decision of Engineer-in-Charge regarding completeness of works, adherence to specifications etc shall be final & binding on the contractor.
- 41.5 The contractor shall submit No Demand Certificate (NDC) for the net payment as finalized in the final bill before release of payment. The final bill shall be paid only on submission of NDC, otherwise final bill will be paid only after one year of submission of the same, as per BCPL's records and no claim of contractor shall be entertained thereafter.
- 41.6 Contractor has to furnish the below mentioned documents with the Ist RA bill:
- i. Power of attorney in the name of the signatory of the bill is required.
 - ii. Copy of PAN card.
 - iii. Copy of VAT registration certificate
 - iv. Copy of Labour license for the said work
 - v. Copy of provident fund registration certificate
 - vi. Copy of registration under interstate migrant workers act. (if applicable)
 - vii. Copy of registration under Assam building and other construction workers act.
 - viii. Copy of last month EPF/ESI challan, duly certified that provident fund amount with respect to workers engaged for the work has been deposited.
 - ix. Certificate of minimum wages act compliance.
 - x. Copy of contractors all risk policy.
 - xi. Copy of workmen insurance policy.
 - xii. Copy of insurance policy of plant and machinery engaged for the job.
 - xiii. Certificate of WCT.
- However the above list is only indicative in nature and the Contractor may be asked to provide additional documents, if required by Engineer-in-Charge for processing of bill

42.0 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.

43.0MECHANISED CONSTRUCTION

- 43.1 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.
- 43.2 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 mechanized construction techniques and that the Owner/Consultant in this regard shall entertain no claim whatsoever.

44.0CHECKING OF LEVELS

- 44.1 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.
- 44.2 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, within his quoted rate.

45.0 PRICE VARIATION FOR STRUCTURAL STEEL, STEEL PLATES &REINFORCEMENT BAR

There shall be no price variation on supply price of bulk steel material for site fabrication/construction for permanent incorporation in work i.e. for structural steel, steel plates & Reinforcement Bar etc and the rates quoted by the Contractor shall remain firm throughout the contract.

46.0WAREHOUSING

In line with requirements specified in GCC and specifications, material shall be properly stored by Contractor in his warehouse to enable easy traceability, handling and preservation with all material having proper identification marks, colour coding etc. In case Contractor fails to follow the specified requirements, next payment due to the Contractor shall not be released till he complies with all the requirements

47.0COMPENSATION FOR EXTENDED STAY

47.1 There shall be no compensation for extended stay.

48.0 ACTION IN CASE OF SUBMISSION OF FALSE/FORGED DOCUMENT

- 48.1 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).
- 48.2 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.
- 48.3 Incase 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.
- 48.4 Further, such bidder/ vendor/ contractor shall be put on Blacklist/ Holiday List of BCPL debarring them from future business with BCPL.

49.0 ENTRY PASSES, GATE PASSES, WORK PERMITS AND SAFETY REGULATIONS

49.1 The works under this contract are to be carried out in areas within the near vicinity of operating plant. As such, CONTRACTOR is required to abide by safety and security regulations of OWNER enforced from time to time.

49.2 ENTRY PASSES

49.2.1 The CONTRACTOR has to apply for photo entry passes for his workers & staff in a prescribed proforma available with OWNER. The photo entry passes shall be issued by OWNER for a maximum period of 3 months and if extension is required by the CONTRACTOR, he has to apply separately for extension. As a special case, temporary passes for

- a) Maximum period of 7 days may be issued.
- b) Unutilized/ Expired entry passes shall have to be submitted immediately to OWNER.
- c) In case of loss of any entry pass, the CONTRACTOR has to lodge FIR with local police station and inform the Engineer-In-Charge and shall have to pay Rs. 150/- against each entry pass. The CONTRACTOR is required to keep track of all entry passes issued and returned.
- d) Identity card issued by the Security Section should always be carried/ displayed by the CONTRACTOR's employee or person while working inside the Plant.

49.3 GATE PASSES

To bring materials/ equipment/ tools/ tackles etc. inside the plant for construction work, the CONTRACTOR has to produce challans / proper documents to OWNER's personnel at gate.

The materials shall be checked thoroughly by OWNER's personnel at Gate and recorded in their register before allowing any material to bring inside the plant by CONTRACTOR. It is CONTRACTOR's responsibility to see that the recorded entry no., date, signature of OWNER's authorized representative with stamp challans / supporting documents signed by company's personnel at gate during entry.

49.4WORK PERMIT

- a. When the work is to be carried out in hazardous areas, hot work permit are to be obtained before start of work for all the jobs which are capable of generating flame, spark, heat etc. namely, Gas cutting, grinding, welding, use of any electrical/ diesel/ petrol/ battery operated prime mover/ machine/ tools/ equipment/ generator sets/ mixer machine/ drilling machine/ pumps/crane, fork lifter/ hand truck/ trailer, chipping/ breaking of rocks/concrete, hacksaw cutting and drilling, etc.
- b. Cold work permits are to be obtained for the jobs which are not coming under the category of hot work and where there is no risk of fire, viz, transportation/ backfilling of ordinary soil in manual process, piling testing, hydro testing, shuttering, fixing of reinforcement, hand mix concreting, plastering, brick work etc.
- c. According to nature of work and use of various types of equipment & tools the CONTRACTOR has to apply for cold/hot permits in a prescribed format at least 2 days before the work is planned to start. No work permit shall be issued by OWNER unless proper arrangement is made by the CONTRACTOR to ensure safe performance of work inside the plant. Job wise and area wise permits shall be issued to the CONTRACTOR and against each permit at least one construction supervisor and one safety supervisor of required level shall always be made available at site by the CONTRACTOR. These safety permits shall be issued at one point contact by OWNER.

49.5VEHICLE PERMIT

- a. Permits are to be obtained separately for entry/use of vehicles/ trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:
 - (i) Vehicle/Equipment etc. should be brought to site in good conditions.
 - (ii) Valid Road tax certificate, fitness certificate and insurance policy from competent authority.
 - (iii) Valid operating / driving license of driver/operator.
- b. VALIDITY OF THE WORK PERMIT
 - (i) Permit is valid for 24 hours.
 - (ii) No permit is valid if it is not renewed by the shift in charge/ shift representative in shifts (Morning & Evening)
 - (iii) The permit shall be issued for a maximum period of one month and if extension is required, the CONTRACTOR has to apply for fresh permit.

- (iv) No permit is valid on holidays unless special permission is obtained from the competent authority.

49.6 SAFETY REGULATIONS

a. Regarding work Permit

- i) The work shall be carried out inside the plant as per safety practices enforced by OWNER's safety section and instructions of Engineer-In-Charge issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and the CONTRACTOR shall meet these requirements without any argument for time and financial implications. To obtain work permit and to satisfy all conditions laid down therein, shall be the responsibility of the CONTRACTOR. No claim for idling of machinery, plant, manpower etc. for safety reasons or non-issuance of work permit by In-Charge, Safety Section shall be considered.
- ii) The CONTRACTOR shall abide by all safety regulations of the plant and ensure that safety equipment for specific job kit as stipulated in the factory act/ safety handbook is issued to the employee during the execution of work, failing which all the works at site shall be suspended.

b. Regarding Hot work

- i) When doing hot work inside the plant the CONTRACTOR must ensure that the fire hose is hooked up with the fire water system and extended to the work spot. Fire extinguisher must be kept near the working spot. Area around and below the hot working place must be adequately protected from falling/ coming out of sparks/hot metals from the booth made of asbestos cloth/sheet and wetting them with water. The CONTRACTOR must arrange sufficient number of fire hoses and firefighting equipment of approved quality at his own cost to carry out hot job inside the plant.
- ii) Welding & electrical cables should be of approved quality, and no jointing and loose connection shall be permitted.
- iii) At the end of the working day the CONTRACTOR must inform electrical section to switch off power at sub-station end.
- iv) The CONTRACTOR must provide cotton dress, safety shoe, safety helmet, safety belt, hand gloves of approved quality to his workers to meet the safety requirement of various jobs to be carried out inside the plant.

c. Regarding use of Vehicle

- i) Vehicle must not ply on any road within the plant at speed exceeding 20KM/hr.
- ii) Mobile crane/ loaded trucks/ trailers must not exceed speed limit of 15KM/hr inside the plant.
- iii) No crane is allowed to move inside the plant with load.
- iv) No vehicle is allowed to park inside the plant.

50.0 SURPLUS MATERIALS

Surplus civil construction materials comprising sand, cement, bricks, stones, aggregates and the products of dismantling the Temporary Works erected by the CONTRACTOR shall vest in and belong to the CONTRACTOR upon Completion of the Works and/or earlier termination of the Contract for any cause, with right in the SUBCONTRACTOR, subject to the other terms & conditions of the Contract, to remove the same from the job Site, subject to satisfactory proof of supply. No other surplus material will be allowed to be removed from the Site and shall be deemed to be the property of owner and the same shall be transported properly to Owner's store or as directed by Owner. The Contract Price quoted by the Contractor shall be deemed to include the cost of all surplus materials which are deemed to be the property of Owner.

51.0OWNER'S DOCUMENTS

- 51.1 CONTRACTOR acknowledges that OWNER shall not be bound to provide him with any document other than those OWNER supplied documents as comprehensively mentioned in the Bidding Documents or mutually agreed during the Kick-off meeting.
- 51.2 CONTRACTOR acknowledges that all and any of same received before the Fax of Acceptance are fit and sufficient for their purpose. OWNER'S documents provided to CONTRACTOR shall remain the property of OWNER. They shall not, without prior APPROVAL, be used copied or communicated to any third party unless necessary for the performance of the WORK and such third party agrees to be bound by the provisions of this clause

52.0ORDER OF PRECEDENCE

- 52.1 In case of ambiguity in Schedule of Rates (SOR), general conditions, specifications, drawings the following order of precedence will prevail:
 - (a) Telex/Telegram/Fax of intent, detailed letter of intent along with statement of agreed variations and its enclosures and any corrigendum/addendum.
 - (b) Schedule of Rates (SOR)
 - (c) Specifications/Special notes regarding specifications / drawings in conjunction with each other.
 - (d) Special /Additional conditions of contract.
 - (e) General conditions of contract.

53.0COMPLETION CERTIFICATE

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

- 53.2 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the works, the Engineer-In-Charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off.
- 53.3 Such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any such actually realized by the sale thereof.

54.0SPECIAL NOTE AGAINST HOUSEKEEPING

- 54.1 The contractor should take all necessary care while working that no trap, pipeline item get choked /electrical lines, installations damaged. In case the traps, pipelines/ drain get choked or anything gets damaged during working then the retainer shall have to replace/ rectify the same at his risk and cost. Further any damage / loss in the contractor / retainer's workshop/office/ store/custody or during lifting or transportation shall be promptly repaired/replaced as the case may be by the retainer on his cost & risk.
- 54.2 The contractor shall abide all the rules, regulations, laws & safety aspects applicable including minimum wage act in respect of the staff engaged by him and the contractor shall be wholly responsible for his employees, their safety, the applicability of PF, gratuity, medical, insurance etc. and any other statutory provisions that may be enforced from time to time. BCPL will not be responsible in any way for payment on these accounts. Any labour or staff related points, problems, disputes if any will be the sole responsibility of contractor and he has to indemnify BCPL & it's persons from above claim or fine etc., imposed by any private or government body / person. All the labour and employee laws should be complied by the contractor at his own cost & risk.

The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and shall give suitable direction to his workmen deployed for undertaking contractual obligation

MISCELLANEOUS CIVIL WORKS FOR BCPL PROJECT.

TECHNICAL SPECIFICATIONS

1.0 SPECIFICATIONS

- **GENERAL**

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

- **DRAWINGS/DIMENSIONS:**

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

- **CORRELATION OF DRAWINGS:**

Before commencement of work, the contractor shall correlate all relevant structural, construction and services drawings and satisfy himself that the information available is complete and

unambiguous. The contractor shall be responsible for any error / difficulty in execution / damage incurred owing to any discrepancy in the drawings which has been over looked by him and has not been brought to the notice of the Engineer -in - charge / Consultant before execution.

- **B.I.S CODES OF PRACTICE:**

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

- **ASSESSMENT OF QUANTITIES IN LUMPSUM CONTRACT:**

The bidders are advised to make their own assessment of the quantities based on the drawings and scope of work to arrive for the exact quantities. BCPL shall not be responsible for any omissions / errors made by the bidder in assessment of the actual quantities required for the execution of the lump sum contract. Extra claim on account of the error made by the bidder in the assessment of the true quantities of the items of work shall not be entertained whatsoever.

- **MATERIALS**

- ❖ The materials to be used in permanent works shall be new and of the best quality. All materials shall be in accordance with Specifications and approved by the Engineer-in-Charge or his representative.
- ❖ Except otherwise specified or permitted by the Engineer-in-Charge or his representative all materials shall conform to the relevant Indian Standard Specifications (latest edition).
- ❖ In addition to special provisions made herein for sampling and testing of materials by particular methods, samples of all materials and proposed methodology for the execution of the works shall be submitted by the contractor for approval well in advance. The contractor shall supply the same to the testing lab, all carriages etc. shall be paid by the contractor, Samples, when approved will be retained by the Engineer's representative and for this purpose suitable labeled boxes for storage of samples shall be provided by the contractor. No material shall be supplied or used on permanent works until the samples of the same have been approved by the Engineer-in-Charge. If any material is rejected in testing the contractor shall promptly remove the rejected materials from the vicinity of the works to the satisfaction of the Engineer-in-charge.
- ❖ Material shall be packed, transported handled and stored on the site carefully and in a satisfactory manner so as to prevent any damage and/or deterioration of any kind either during transit or storage.
- ❖ Notwithstanding any tests that the Engineer-in-Charge or his representative may direct to be carried out at the contractor's sub -contractor's and/or manufacturer's premises, the Engineer's representative shall be at liberty to carry out any further test after delivery of the materials at the site, at the cost of the contractor and may reject any or all materials which fail to comply with the required specifications.
- ❖ Where items are specified by trade names or manufacturer's reference, the contractor may provide alternative items, equal in quality and design, in case of non-availability of specified manufacturer, with approval of Engineer-in-Charge. At no extra cost, provided samples of all such alternative along with a sample of the specified material have been previously submitted and approved by the Engineer- in-Charge.
- ❖ Should the Engineer-in-Charge or his representative at any time condemn any material or goods

intended for use in the works as:

- a) Being inferior to samples previously submitted
- b) Having deteriorated in transit or on storage or on the site.

OR

- c) Not complying with the specifications. The contractor shall promptly remove all such materials from the vicinity of the works to the satisfaction of the Engineer-in-Charge. Should the Engineer-in-Charge discover on the works any materials other than those approved, he may order their immediate removal from the site. Any work executed with inferior materials is to be taken out and reinstated with approved material at the contractor's risk & cost.

➤ **SPECIFICATIONS FOR EXCAVATION AND EARTHWORK:**

1.1 SCOPE:

The scope of work broadly includes but is not necessarily limited to the following i.e. clearing of the site, excavation of foundation trenches, back filling, disposal of surplus earth as required including dewatering, shoring and strutting. Contractor shall provide all tools, labour, equipment and incidentals necessary required for completion of all aspects of work covered in these specifications.

1.2 TYPES OF SOIL:

Contractor shall thoroughly acquaint himself with the types of soil in excavation by an inspection of nature of the ground at site & scrutiny of the investigation details available with the Consultant.

1.3 CLEARING THE SITE:

The site on which the structure is to be built shown on the drawings and the area required for setting out and other operations like road, drains, sheds, etc. should be cleared and all obstructions, loose stones, materials and rubbish of all kinds, stump, brush wood and trees removed as directed, roots being entirely grubbed up. All useful materials obtained will be the property of the Engineer-in-charge and will be handed over to the Consultant. Rejected materials will be removed by the contractor to his own dump.

1.4 GROUND LEVELS AND SITE LEVEL PLAN:

Before starting the excavations, the requisite block levels of the entire plot shall be taken by the contractor in consultation with the consultant and a proper record of these levels to be kept, which shall be jointly signed by the Contractor and the Consultant. A block level plan showing all the ground levels of the plot shall be prepared and shall jointly be signed by the Contractor and the Consultant/Engineer-in-Charge.

1.5 SETTING OUT:

After clearing the site, and preparing the site level plan, the Contractor will set out the center lines of the buildings or other involved works and get the same approved from the Consultant.

It shall be the responsibility of the Contractor to install substantial reference marks, bench marks etc. and maintain them as long as required by the Consultant. The Contractor will assume full responsibility for proper setting out, alignment, elevation and dimension of each and all parts of the work.

1.6 EXCAVATION AND PREPARATION OF FOUNDATIONS FOR CONCRETING:

1.6.1 General:

Foundations trenches shall be dug wet or dry to the dimensions as shown on the drawings or as directed by the Consultant. The excavated materials shall be stacked at a sufficient distance away from the edge of the excavated pit so as not to endanger the stability of the sides. The soil heap shall not exceed more than 2m from the ground.

The Contractor shall, at his expense and without any extra charge, make provision for all shoring and strutting, extra excavation in slope, extra excavation in working space, dredging or bailing out water, and the excavation shall be kept free from water when the foundation work is in progress.

If the excavation is carried out to greater width, length or depth than specified, extra depth shall be made up by filling in lean concrete and extra length or width by filling in with earth rammed hard or by masonry as directed by the Consultant's. Cost of such extra excavation and the filling required therein as specified above shall be borne in full by the Contractor.

If required to protect the sides of the pits and trenches, timber shoring and strutting shall be erected. The timbering shall be closed or open depending on the nature of the soil and work, and arrangement of timbering including sizes and spacing of members used shall be as approved by the Consultant. NO EXTRA CHARGES shall be admissible on this account.

The bottoms of all excavation shall be trimmed and leveled in accordance with drawings / directions of the Consultant / Engineer-in-Charge. The bottoms of all excavation shall be rammed and wetted before deposition of concrete. The Contractor shall report to the Consultant / Engineer-in-Charge when the excavation is ready to receive concrete. NO concrete shall be placed in foundations until the contractor has obtained the approval of Consultant/ Engineer-in-charge.

1.6.2 PROTECTION:

All foundation trenches and similar excavations shall be strong, fenced and marked with red lights at night for watchmen to avoid accidents.

Adequate protective measures shall be taken to see that the excavation does not affect or damage adjoining structures. All measures required for the safety of the excavation the people working in and near the foundation trenches, property and the people in the vicinity shall be taken care by the contractor at his own cost, being entirely responsible for any injury and damage to property caused by his negligence or accident due to his construction operations.

1.6.3 STACKING OF EXCAVATED MATERIALS:

Work for excavation shall include sorting out useful materials and stacking them on site as directed. Materials suitable and useful for back filling, plinth filling, leveling of the plot or other use shall be stacked convenient places, but not in such a way as to obstruct free movement of men, equipment and vehicles or encroach on the area required for constructional purposes.

1.7 BACKFILLING:

- 1. 7.1** Earth obtained from excavation (or approved earth brought from outside for which no extra payment shall be made) shall be filled in layers as described in 1.7.3 around foundations and under floors. In case extra earth used for filling is required under floors, plinth protection including sit outs, courtyards, and the contractor will do at their own cost. The lump sum offer shall be deemed to include the earth filling required under floors and plinth protection with plinth height shown in drawing above the bottom of the foundation concrete and finished courtyard level shown in Drawing below DPC coping level of the main building.

1.7.2 QUALITY OF FILLING:

Fill shall be well compacted, well graded earth or sand and shall be free from tree stumps, organic matter, seed and peat etc. Where earth or sand from source other than excavation at site is used, the quality of such earth or sand shall be the same as that obtained from excavation at site, or superior to it. Fine sand for filling is River Sand. Black Cotton soil shall not be used for back filling or plinth filling.

1.7.3 COMPACTION:

The fill shall be spread in layers not exceeding 20 cm thick and each layer shall be watered and thoroughly consolidated by suitable mechanical rollers, rammers, vibrators or other approved plant or system of compaction. The fill material shall be pulverized before depositing in place. Optimum moisture content shall be maintained for the filled materials. Compaction shall be done so as to achieve a dry density of not less than 90% of the maximum density obtained at optimum moisture content, except for the upper 20 cm layer which shall be compacted to a density of not less than 95% of the maximum density.

In order that the fill shall be reasonably uniform throughout,, the material shall be dumped in place in approximately horizontal layers "Edge dumping", a process by which materials is pushed off edge of the fill and allowed to roll down the slope shall not be carried out, If there is traffic over the fill during construction, either by construction equipment or otherwise, it should be routed to make the compaction as uniform load shall be maintained and also care shall be taken to prevent any wedging action.

1.8 DE-WATERING:

Work for excavation shall include bailing or pumping out water which may accumulate in the excavation during the progress of work either from subsoil, seepage, springs, rain or any other cause and diverting surface flow if any by bunds or other means. Pumping out water shall be done in such approved manner as to preclude the possibility of any damage to the foundation trenches, Concrete or masonry of any adjacent structure. When water is met with in foundation trenches, pumping out water shall be from an auxiliary pit of adequate size dug slightly outside the building excavations. The depth of the auxiliary pit shall be more than the working foundation trench levels. The auxiliary pit shall be refilled with approved excavated materials after de-watering is over. The excavation shall be kept free from water -

- 1) When Concrete/Reinforcement Work/water Proofing work is in progress.
- 2) Till the Consultant consider that concrete / mortar is sufficiently set.

1.9 SURPLUS EXCAVATED MATERIAL:

All excavated material certified as surplus and not useful, shall be removed by the Contractor from the site an approved manner at his own cost and risk so as indemnify owner from any claims any time of whatsoever nature.

1.10 CONTRACT SUM TO INCLUDE:

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

- (a) Clearing site.
- (b) Setting out works, profiles etc. as required and setting up bench marks and other reference marks.
- (c) Providing shoring and strutting and subsequently removing the same.

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

3. SPECIFICATIONS FOR CAST - IN - SITU REINFORCED CEMENT CONCRETE:

3.1 GENERAL:

3.1.1 DESCRIPTION:

This section covers the requirements for finishing of cement concrete, proportioning, batching, mixing, testing, placing, compacting, finishing, jointing, curing and all other work as required for cast in place reinforced concrete. The contractor shall provide all the materials including cement, steel, labour, equipment, 'form work', scaffolding etc., required for completion of all reinforced concrete works as per drawings and documents. Cement concrete shall be composed of cement, fine aggregates, coarse aggregates, water with or without admixture as approved, proportioned and mixed as specified herein.

7.8.1 RELATED WORK SPECIFIED ELSEWHERE

- (a) Steel Reinforcement
- (b) Form Work

7.8.2 APPLICABLE CODES AND STANDARDS:

The codes and standards generally applicable to the work of this section are listed hereinafter.

IS : 383	Coarse and fine aggregates from natural sources for concrete.
IS : 456	Code of practice for plain and reinforced concrete.
IS : 516	Methods of testing for strength of concrete.
IS : 1199	Methods of sampling and analysis of concrete.
IS : 1838	Performed fillers in expansion joints in concrete non-extruding and resilient Type
IS : 1946	Code of practice for use of devices in walls, ceiling and floors of solid Construction
IS : 2389	Methods of testing of aggregates for concrete's
IS : 2505	Concrete vibrators, immersion type
IS : 2645	Integral cement water proofing compounds
IS : 3414	Code of practice for design and installation of joints in buildings
IS : 3558	Code of practice for use for immersion vibrators for consolidating concrete
IS : 4082	Recommendation on stacking and storage of construction materials
IS : 7861	Code of practice for extreme weather concretizing
IS : 7861	Recommended practice for hot weather (Part I) concretizing

IS : 8112 Ordinary Portland Cement (Grade - 43)
IS : 12269 Ordinary Portland Cement (Grade - 53)
IS : 269 Ordinary Portland Cement (Grade - 33)

PART-I

The following clauses are intended to amplify the requirements of the reference document listed above and the contractor shall comply with these clauses.

3.2 SUBMITTALS:

3.2.1 Material Report:

Prior to start of delivery of materials required, the following shall be submitted by the contractor to the Consultant / Engineer - in - Charge for approval.

Suppliers and / or sources of all consumable materials including cement, steel, fine and coarse aggregates, water additives, bricks and timber etc.

Quality Inspection Plan to ensure continuing quality control of ingredients by periodic sampling, testing and reporting to the Consultant on the quality of materials being supplied.

3.3 PLANTS EQUIPMENT:

The Contractor shall obtain the approval of the Consultant / Engineer-in-Charge for all plant items he proposes to use for the manufacture and placing of concrete. Hand mixing of concrete is strictly prohibited. The contractor should use weigh batched concrete mixers in all structural works. The concrete mixer should be calibrated as per specifications of Bureau of Indian standards and the calibration report should be submitted to the Engineer- in-charge from time to time. All other tools and tackles like concrete lifting hoist, Vibrator nozzles, mortar pans, trowel, floats etc. should be adequate at site up to the satisfaction of the Engineer-in-charge.

The arrangement shall maintain all items of plant at all times in a clean and efficient working condition.

3.4 REPORTS FOR INSPECTION AND TESTING:

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

3.5 SCHEDULES:

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

3.6 MATERIALS:

Before bringing to the site, all materials for cement concrete shall be approved by the Consultant / Engineer - in - Charge. All approved samples shall be deposited in the office of the Consultant / Engineer - in - Charge before placing orders for the materials with suppliers. The materials brought on to the work shall conform in every respect of their approved samples.

Fresh samples shall be deposited with the Consultant / Engineer-in-Charge whenever type or source of any material changes. The contractor shall check fresh consignment of materials as it is brought on to the works to ensure that they conform to the specification and / or approved samples.

The Consultant / Engineer-in-Charge shall have the option to have any of the materials tested to find whether they are in accordance with specifications at the contractor's expense. All bills vouchers and test certificates which in the opinion of the Consultant / Engineer - in - Charge are necessary to convince him as to the quality of materials or their suitability shall be produced for his inspection when required.

Any materials which have not been found to the specification and not approved by the Consultant / Engineer - in - Charge shall be rejected forthwith and shall be removed from the site by the Contractor's at his own cost within the time stipulated by the Consultant / Engineer - in - Charge. The Consultant / Engineer - in - Charge shall have the powers to cause the contractors to purchase and use materials from any particular source, as many in their opinion be necessary for the proper execution of work.

3.6.1 CEMENT:

Cement shall be provided and stored by the Contractor at his own cost. Cement shall be stored on a raised floor in dry weather proof & dust free but well ventilated shed. Cement bags shall be stacked close together away from external walls and in stacks of not more than ten bags to avoid lumping under pressure. Cement stored during monsoons or cement expected to be in store for more than eight weeks shall be completely enclosed in 700 micron polyethylene sheet so arranged that the flap close on the top stack. The contractor shall ensure that protective polyethylene sheet is not damaged at any time during use.

Consignments of cement shall be used in order of delivery. A record shall be kept of the batch numbers of cement deliveries in such a form that the part of the works in which the cement is used can be readily identified, If during delivery or by test, the cement is found to be defective, the same shall be returned back forthwith.

The contractor shall be responsible for the storage of cement at the site and no claim will be entertained in the event of any damage occurring to cement due to faulty storage by the contractor or on account of his negligence.

Cement stored on site for a period longer than eight weeks shall be tested to the satisfaction of the Consultant / Engineer-in-Charge before it is used in the works. Cement that has failed the tests' conducted shall not be used in the works and shall be remarked from the site immediate by without fail.

On the following types of cement as specified shall be used

- a) Ordinary Portland Cement 33 grade confirming to IS 269
- b) Ordinary Portland Cement 43 grade confirming to IS 8112
- c) Ordinary Portland Cement 53 grade confirming to IS 12269
- d) Portland Pozzolana Cement conforming to IS 1489(Part 1 and part 2)

For concrete to be used in all structural elements in load bearing and RCC framed construction, ordinary Portland cement of 43 grade or higher is to be used. In rest of the works all the aforementioned types of cement can be used.

3.6.2 AGGREGATES:

STORING OF AGGREGATE:

Aggregate shall be stored on a suitable well drained raft of concrete, timber, metal or other

approved material. The storage of aggregate on the ground will not be permitted.

Each size of aggregate shall be stored separately in such a manner as to prevent spillage and mixing of one aggregate with an adjacent aggregate. The dividing walls of any bins shall be of sufficient height and the aggregate shall be so deposited that a distance of 100 mm shall be left between the top of the division wall and any part of the aggregate stack. When stacking piling, the aggregate shall not form pyramids resulting in segregation of different size particles. The stacks shall be regular and of a height not exceeding two meter

- a) Aggregates from natural sources shall be in accordance with IS 383. The contractor shall submit to the Consultant / Engineer - in - Charge certificates of grading and compliance from the suppliers for all consignments of aggregates. In addition at site from time to time, the contractor shall test the aggregates in accordance with IS 2386 parts I, II, III and IV. The contractor shall allow for and provide all necessary apparatus for carrying out each test and for supplying test records to the Consultant.
- b) For fair faced concrete, the contractor shall ensure that aggregates are free from iron pyrites, and impurities which may cause discoloration.
- c) The fine aggregates shall be river sand, stone dust or other approved sand. It shall be free from clay, loan, and earth or vegetables matter and from salt or other harmful chemical impurities. It shall be clean, sharp, strong angular and composed of hard siliceous material.

The grading of sand as determined by the method prescribed in IS 2386 part I shall be within the limits of grading zone HI given below in Table I. When the grading falls outside the percentage limits given for sieves other than 600 micron, 300 micron and 150 micron (I.S) sieves by not more than 5 percent, it shall be regarded as falling within this zone. The 5 percent can be excess submission on one more sieves.

TABLE -1

FINEAGGREGATES

I.S. Sieve	Percentage passing for Grading			
	ZONE -1	ZONE-II	ZONE-III	ZONE -IV
10 mm	100	100	100	100
4.75 mm	90-95	90-100	90-100	95-100
2.36 mm	60-95	75-100	85-100	95-100
1.18mm	30-70	55-90	75-100	90-100
600 micron	15-34	35-59	35-60	80-100
300 micron	5-20	8-30	8-30	20-65
150 micron	0-10	0-10	0-10	0-15

The maximum quantity of silt as determined by the method prescribed in IS 2386 Part II shall not exceed 8%.

Stone dust shall be within the limits of Grading Zone III given in table -1. When the grading falls outside the percentage limits given for the sieves other than 600 micron and 300 micron (IS) sieves by not more than 5 percent and on 150 micron sieves by not more than 20 percent it shall be regarded as falling within this zone. The 5 percent can be excess summation on one or more services.

3.6.2.1 COARSE AGGREGATES:

The coarse aggregates shall be crushed stone or broken stone. Coarse aggregate obtained from crushed or broken stone shall be angular, hard, strong, dense, durable clean and free from soft, friable, thin, flat, elongated flaky pieces. The coarse aggregate should be from the approved source/quarry.

Coarse aggregate river shingle or pit gravel shall be rounded, sound hard, clean, non porous, suitably graded in size with or without broken fragments and free from flat particle of shale, clay, silt, loam and other impurities.

Except where it can be shown to the satisfaction of the Consultant that a supply of properly graded aggregate of uniform quality can be maintained over the period of the obtaining the coarse aggregate in different sizes & blending them in correct proportions as and when required.

The maximum size of coarse aggregate shall be such that the concrete can be placed without difficulty so as to surround all reinforcement thoroughly and fill the corners of form work.

3.6.3 WATER:

Water used in the works shall be potable water and free from deleterious materials. Water used for mixing and curing concrete as well as for cooling and / or washing aggregate shall be fresh and clean, free from injurious amounts of oil, salts, acids, alkali, other chemical and organic matter.

Water shall be from the source approved by the consultant / Engineer-in-Charge and shall be in accordance with clause 4.3 of IS 456.

Before starting any concreting work and whenever the source of water changes the water shall be tested for its chemical and other impurities to ascertain its suitability for use in concrete for approval of the Consultant. No waters shall be used until tested and found satisfactory. Cost of all such tests shall be borne by the Contractor.

3.6.4 ADMIXTURES AND ADDITIVES:

Chemical admixtures are not to be used until permitted by the Consultant / Engineer-in-Charge in case their use is permitted, the type, amount and method of use of any admixture proposed by the contractor shall be submitted to the Consultant for approval.

The contractor shall further provide the following information concerning each admixture to the Consultant / Engineer-in-Charge.

- (a) Normal dosage and detrimental effects, if any, of under dosage and over dosage.
- (b) The chemical names of the main ingredients in the admixture.
- (c) The chloride ion content, if any, expressed as a percentage by weight of admixture.
- (d) Whether or not the admixture leads to the entrainment of air when used in manufacturer's recommended dosage.

- (e) Where two or more admixtures are proposed to be used in any one mix, the manufacturer's written confirmation of their compatibility.

In reinforced concrete, the chloride ion of any admixture as determined in accordance with IS 6925 and the total chloride ion in all admixture used in concrete mix shall not exceed 0.30 percent by weight of cement.

The admixture when used shall conform to IS 9103. The suitability of all admixtures shall be verified by trial mixes.

The addition of calcium chloride to concrete containing embedded metal will not be permitted under any circumstances.

Regarding admixtures when used shall be based on lingo-sulphonates with due consideration to clause 5.2 and 5.30 of IS 7861.

Waterproofing admixtures shall comply with IS 2645.

3.9 GRADES OF CONCRETE:

The grades of concrete shall be in accordance with the following table. The grade of concrete to be used in each section of work will be shown in the drawings.

CHARACTERISTIC STRENGTH		
Grade of Concrete	Characteristic strength i.e., compressive strength of 15 cm cubes at 28 days (N/mm ²)	Nominal maximum aggregate size (mm)
10	10	25
15	15	25
20	20	20
25	25	20
30	30	20
35	35	20

Unless otherwise specified in the drawings the maximum nominal size of coarse aggregate for different grades of concrete shall be as under:

- (a) For concreting in very narrow space or in very small thickness. 12mm
- (b) For all reinforced concrete work except in massive foundations. 20mm
- (c) For all ordinary plain concrete and massive reinforced foundations. 10mm

3.10 WATER-CEMENT RATIO:

The water cement ratio shall be within 0.45 & 0.70 depending upon the workability.

3.11 WORKABILITY:

The workability of fresh concrete shall be such that the concrete is just suitable for the conditions of handling and placing so that after compaction, it becomes completely consistent and homogeneously surrounds all the reinforcement and completely fills the formwork.

The workability of fresh concrete at the place of mixing shall be measured by compacting factor test and at the place of disposition by means of slump test. During the finalization of trial mixes, the relationship between compacting factor and slump test shall be established for each grade of concrete as well as for various levels for workability.

Normally, in the condition of low water cement ratio as well as medium / high workability, the workability shall be achieved by increasing the cement content.

In case where the cement content is to be limited to reduce the heat of hydration, and the water cement ratio is also kept low to reduce the permeability or due to other requirements the desired workability may be achieved with the use of limited doses of plasticizer or air entraining agent. In such cases, the method of mixing and dosages of the plasticizer/air entraining agent shall be according to the manufacturer's specification and with the approval of Engineer-in-Charge.

Consistency and workability of the concrete shall be checked by measuring the slump of a truncated cone of concrete straight from the mixer under normal working conditions. The conical mould shall be of metal, 300mm high and 100mm and 200mm in diameter at top and bases respectively.

Moulds shall be prepared by the contractor. The slump range of concrete shall be as per the tabulation given below, as well as standards.

Slump test shall be performed as per IS 1881 at intervals established by the Engineer at the contractor's cost in such a way as to check that the degree of consistency established by the Engineer for work in progress is maintained. The table below gives a general slump range to be followed for various types of construction unless otherwise shown on drawings or instructed by the Engineer.

Various types of Construction	Slump in mm	
	Maximum	Minimum
Reinforced foundation walls and footings	80	35
Plain footings, caissons and structure walls	75	20
Compressor foundations and for heavy mass constructions	50	20
Pumps and other misc. equipments foundations	75	35
Columns, slabs, beams and reinforced walls	100	50

3.12 DURABILITY:

The durability of concrete, depending on the exposure condition, is to be taken into account while designing the mix. For given aggregates, the cement content should be sufficient to make sufficiently low water/cement ratio and Appendix A of IS 456 shall be taken as guideline for durability considerations.

3.13 NOMINAL MIX CONCRETE:

Nominal mix concrete may be used for all concrete of grade up to M-20. Nominal mix concrete shall be in accordance with Table - 3 of clause 8.3 of IS 456. The stipulations of clauses 8.3.1 and 8.3.2 of IS 456 shall be taken into consideration.

3.14 VOLUMETRIC MIX CONCRETE:

Where concrete is specified in volumetric proportions such as 1:4:8, 1:3:6, 1:2:4, 1:1.5:3 etc. in the bill of quantities, coarse & fine aggregates shall be measured by volume & cement by weight. The water cement ratio shall be within 0.45 & 0.70 depending upon the workability.

3.15 CAST IN-SITU CONCRETING: Before commencement of concreting, there must be a request for

inspection in the prescribed format as decided by the EIC. Only after inspection and verification the concrete pour card will be approved. The criteria for approval of concrete pour card will be:

- Formwork should conform to clause no 5.2 of CPWD specifications 2009 (Volume-I).
- Steel reinforcement should conform to clause no 5.3 of CPWD specifications 2009 (Volume-I).
- Approved quality materials should be stacked at site as mentioned above in the specifications.
- Arrangement and adequacy of tools and equipments for concreting.
- Proper safety arrangements are available up to the satisfaction of the EIC for concreting to commence.

Concreting methodology should strictly adhere to “Guidelines for Field Practice” as per Clause No. 5.11 of CPWD Specifications 2009 (Volume-I).

3.4 BRICKS:

All bricks shall be of minimum class designation 75 of dimension 230X115X75mm size, 250X125X75mm nominal size or as locally available as approved by the EIC. Compressive strength, water absorption, warpage and dimensional tolerances etc. must conform to CPWD specifications 2009 Subhead 6.0. If required by the EIC tests, in addition to those specified in the List of mandatory tests (Annexure-) shall be conducted at the contractor's expense to ensure quality. In general, the bricks shall be the best quality locally available within the specified minimum class designation.

Brick ballast:

Under burnt bricks shall not be used for making brick ballast. These shall be made from lump ballast or bats, Ballast that is brittle and easily crushed under beaters shall not be used.

4.1 BRICK WORK:

- a) Brick work in cement mortar with 75 designation brick including racking out joints and curing complete as directed should be executed as per Clause No 6.2 of CPWD specifications 2009. No bricks may be used until after they have been soaked in water for a minimum period as specified in Clause No.6.2.3 of CPWD specifications 2009.
- b) The brickwork should be kept moist for a period of 7 days and the methodology of curing should adhere to Clause No.6.2.6 of CPWD specifications 2009.
- c) Brickwork in half Brick walls shall conform to Clause No.6.4 of CPWD specifications 2009.

7.0 CEMENT PLASTERING:

- Internal plaster should be of 6mm, 12mm and 15mm. 6mm plaster should be on all concrete surfaces. 12 mm plaster should be on fair side of brickwork and 15mm cement plaster is to be executed on the rough side of brickwork.
- External cement plaster should be 18mm thick in 2 layers (top layer of 6mm thick cement mortar in proportion 1:6 with an under layer of 12mm thick cement mortar in proportion 1:5).
- Chicken wire mesh is to be embedded in cement concrete plaster of all RCC and brick joint.
- Ceiling plaster is to be completed before commencement of wall plaster and should conform to Clause No-13.4 of CPWD Specifications 2009 (Volume-2)
- **Preparation of surface:**

All putlog holes in brick work and junction between concrete and brick work shall be properly

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

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

- **Proportion:**

For 12mm & 15mm thick cement plaster in prop 1:4; 6mm thick cement plaster in prop. 1:3 and for 18mm thick cement plaster the underlayer is 1:5 prop and the top layer is 1:6.

- **Mixing:**

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

- **Placing:**

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

8.0 PAINTING:

8.01 Acrylic Emulsion Paint:

The surface shall be prepared by cleaning the surfaces of the structure and making free from all dust and dirt. Interior surfaces are to be provided with 1.5mm thick wall putty punning. A primer coat either of cement primer or of an approved distemper shall be applied. After the priming coat has dried the surface shall be lightly sand papered and dusted to make it smooth to receive distemper.

Distemper shall be prepared as per the directions of the manufacturers and conforming to the shade approved. It shall be applied in specified coats taking care to allow for drying of each coat before subsequent coats are applied.

8.2 Painting over wood work:

- a) The surface to be painted shall be thoroughly dry. All projections such as glue, all tool marks and other irregularities shall be carefully removed by means of a stopping knife and smoothened over and all head of nails or screws set 6mm below the surface.
- b) Knotting shall be carried out for all resinous woods such as pitch or red pine, an application of hot lime shall be applied to the portion to be stopped and allowed to remain for 24 hours after which it will be scraped off and the stopping completed.
- c) After the surface has been prepared as described above the primary coat shall be applied. When the primary coat has dried all nails and screw holes and all cracks shall be stopped and all irregularities shall be smoothened out with sand paper or pumice stone. Water proof sand paper is to be used.
- d) After the primary coat has dried out the subsequent coats shall be applied to the number

specified. Each coat being allowed to dry thoroughly before the next coat is applied. Each coat when dry except the finishing coat should lightly rubbed down with sand paper and washed before the next coat is applied. The paint shall be applied evenly and properly by means of crossing and lying off the latter in the direction of the grain of the wood work.

8.3 Purchase of paint, varnish or oil:

Only the best brands obtainable will be used and should the contract permit the contractor to supply any paint, oil or varnish he shall purchase only such brands as the EIC shall approve of in writing. All purchases must be made direct from the manufacturers or through an agent approved of in writing by the EIC. Should the EIC so direct copies of all indents and receipts for purchase must be submitted for inspection.

8.4 Paint etc. to be purchased in sealed containers:

All paints, oil or varnishes supplied by the contractor must be produced for the inspection of the Engineer in charge of the work in the manufacturers sealed and unopened containers. All containers from which the contents have been removed and are not required on the work must be destroyed and no extra payment will be granted for such destruction.

8.5 Only ready mixed paint to be used:

Only ready mixed or varnished of the make or brand specified will be permitted to be used exactly as received from the manufacturer without any admixture what so ever unless previously authorized, in writing , by the EIC.

10.0 WALL PUTTY:

Surface preparation for plastered wall, ceiling etc. to be done by providing average 1 mm thick polymer based wall putty punning including clearing, rubbing with sand paper, filling gaps/depression etc, to make the surface even and smooth.

SCHEDULE OF APPROVED MAKES OF MATERIALS

➤ CIVIL Items

- | | | |
|---|---|--|
| 1. Anodized Aluminium hardware fittings | : | Everite, Hardwin, Ajit India, IPSA, Door set |
| 2. Water proofing compound | : | Fosroc/BASF |
| 3. Bitumen | : | Indian Oil/Hindustan Petroleum |
| 4. PVC Piping/ fittings | : | Supreme, Prince, SFMC, Ujjwal, Sheetal Bold |
| 5. Washable Distempering` | : | Asian Paint, Berger Paint, ICI, Nerolac, J&N |
| 6. Water proofing cement paint | : | Asian Paint, ICI, Berger, J&N, Unicem |

7. Synthetic enamel paint	:	Asian Paint, Berger Paint, Dulux, Nerolac, J&N
8. Cement	:	Top Cem/Vinay/ACC/Calcom/CCI/Dalmia /Lafarge /Star
9. Reinforcement bars	:	TATA, SAIL , VIP, Satyam,Saiji, Shyam
10 MS angle, Plates	:	TATA, SAIL, JSRM, Paras
11 G. I pipes	:	TATA, JINDAL, Nezone, Hindustan
12 Factory made flush door	:	Green Ply, Century Ply, Archid Ply
13 Glass	:	Modi, Saint Gobain, Asahi
14 Ceramic glazed tiles	:	Somany, Nitco, Asian, Orient, Regent,
15 Ceramic anti skid tiles	:	Somany, Nitco, Asian, Orient, Regent,
16 Polished Vitrified tiles	:	Somany, Nitco, Asian, Orient, Regent,
17 Paver Block	:	HERO tiles, Nitco
18 19 mm Block board	:	Century, Austin, Green ply, Archidply
19 12 mm ply	:	Century, Austin, Archidply
20 CP plumbing fixtures	:	ESSCO, SONA, JAQUAR
21 Locks	:	Godrej, IPSA, Door set

PREAMBLE TO SCHEDULE OF RATES

- 1 Quoted rates should be as per Scope of Work.
- 2 Bidders are required to quote the rates strictly as per the below SOR and not to use any other format.
- 3 Rates should be quoted including all taxes & duties (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 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 SOR. 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 @ 14.00 %) 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 @ 14.5 %), 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 below 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.

SCHEDULE OF RATES

