



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20140120/BB

Date: 05.07.2014

To,

**BID DOCUMENT FOR CONTRACT FOR MISCELLANEOUS ELECTRICAL
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:

Sh. Bhaskar Barman

SO(C&P)

0373-2914609/635/bhaskar.barman@bcplindia.co.in

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 Electrical 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/20140120/BB
1.2.3	Bid documents available on Website & BCPL office	From 14.00hrs on 05/07/2014 on www.bcplonline.co.in ; www.gailtenders.in & CPP portal
1.2.3	Delivery schedule	REFER SPECIAL CONDITION OF CONTRACT-PART B of SECTION III of tender
1.2.4	Pre-Bid Meeting	09/07/2014 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	18/07/2014 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un - priced bid at BCPL, Lepetkata	18/07/2014 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMIN. BUILDING, C&P DEPARTMENT P.O. - LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs 3,88,000/- (Rupees Three Lakh Eighty Eight thousand Only)
	Tender Fees (non-refundable)	Not Applicable in this tender
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @10% of Contract Value in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments.

1.2.10	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMIN. BUILDING, C&P DEPARTMENT P.O. - LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	Bhaskar Barman ,Sr. Officer (C&P) E-mail: <i>bhaskar.barman@bcplindia.co.in</i> Ph. No. +91-373-2914609/635

The bid will be submitted in 02 (two) parts as follows:

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

The un-priced bid must be complete with all technical and commercial details other than rate along with the following documents.

i) EMD/Bid security.

ii) Power of Attorney.

UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender.**

2) EARNEST MONEY DEPOSIT/BID SECURITY

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

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

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

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

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

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

If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date.

Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.

3) BIDDER'S ELIGIBILITY CRITERIA:

3.1. Technical BEC:

- a) Bidder should have executed and completed at least one single contract of Electrical Work of similar nature (Refer Scope of Work of Tender for definition of similar nature) in Hydrocarbon Sector (Refineries/Petrochemicals/Gas Processing-Onshore/Fertilizer/Oil or Gas Terminals) or in any other industrial plant in a single contract having value not less than Rs 97.00 Lakhs (Rupees Ninety Seven Lakhs

Only) in the previous seven years to be reckoned from the due date of bid submission.

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.

b) Bidder must submit the following documents in support of meeting the experience criteria during the preceding 07 years (to be reckoned from the date of un-priced bid opening) as detailed above

- i. Copies of Work Order /Service orders issued by client.
- ii. Completion/Execution Certificate in respect of work/service order mentioned above.

The completion certificate /Client Certificate must clearly indicate the following

- a) Full address of Client, officer issuing certificate.

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

All documents furnished by the bidders in compliance of Technical BEC shall necessary be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

3.2 Financial BEC:

- a) The annual turnover of the bidder should be minimum **Rs 97.00 Lacs** in any of the preceding three financial years (FY 2011-12, 2012-13 & 2013-14). (In case the audited financial results of 2013-14 are not available, the bidders have an option to submit the audited financial results of FY 2010-11, 2011-12 & 2012-13).
- b) The Financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2013-14. (In case the audited financial result of 2013-14 is not available, the audited financial result of FY 2012-13 shall be considered).
- c) The bidder should have minimum working capital of **Rs 19.40 lacs** as per the last audited financial year i.e. FY 2013-14. If the bidder's working capital is inadequate, the bidder shall supplement this with a letter issued by their Banker having net worth not less than **Rs 100 Crore** or US\$ 22 million confirming the availability of line of credit to meet the above specified working capital requirement.

All documents furnished by the bidders in compliance of Financial Criteria of BEC shall submit "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.

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

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

3.4 However, Bids of Joint Venture/Consortium are not acceptable.

3.5 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.

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, 88,000/-. 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 & SSI are exempted from payment of EMD.

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

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

5) PUBLIC PROCUREMENT POLICY (PPP), 2012

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

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

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

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

In case of MSEs, Tender fees & EMD/Bid Security is not applicable.
- c) If against an order placed by BCPL ,successful bidder(s)(other than Micro/Small Enterprise)is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro,Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge,the details like Name,Registration No.,Address,Contact No. details of material & value of procurement made,etc.of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- d) Implementation of above provision is at the discretion of BCPL.

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 GAIL's or BCPL's website. In that case bidder must furnish the tender fees in the form of DD along with the un-priced bid.
- Bid document is non -transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

11) TERMS OF PAYMENT:

Please refer Clause No 10 of Special Condition of Contract (Part -B) of (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
 - iv) Special conditions of contracts (Part B)
 - v) Special conditions of contracts (Part A)
- vi) 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)

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

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140120/BB

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

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 18/07/2014

Date and time for opening of bids: 15.00 hrs (IST) on 18/07/2014

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN - 786006 ASSAM PH NO.:0373-2914609/635
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(To be pasted on the outer envelope containing envelopes Part -I, Part-II)

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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)

INSTRUCTIONS TO BIDDERS

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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

Please refer clause 3.0 of RFQ.

4. One Bid per bidder

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

5. Cost of Bidding

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

6. Site Visit

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

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

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

7. Service Tax

Please Refer Preamble to SOR.

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

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

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

- (a) The bid prepared by the bidder shall comprise the following components:
- (b) Envelope -I: Super scribing Techno-Commercial Un priced Bids (PART-I)
Part-I: Techno-commercial/Un-priced Bid, Original EMD and shall contain the following:
- ii) Covering Letter as per format "Submission of tender" enclosed with GCC
 - iii) Bidder's general details/information as per format F-1.
 - iv) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
 - v) A Bid Form as per format F-2.
 - vi) Copies of documents as required in F-3
 - vii) A confirmation that prices in requisite formats, strictly complying with the requirement, are in envelope number II "Price Bid".
 - viii) Documents establishing the eligibility and conformity to the Bid Documents services, which the bidder proposes to provide.
 - ix) Bid security in accordance with Clause no 4 of RFQ & Clause 16 of ITB to be furnished either in the form of Banker's cheque / Bank Draft payable to BCPL at Lepetkata / Bank Guarantee as per format F-4/ Letter of Credit as per format.
 - xi) Letter of authority in favour of anyone or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
 - xii) Confirmation of no deviation as per Format F-6.
 - xiii) Specific Experience and other details as called for in qualifying requirements. Copy of work order and completion certificates should be enclosed.
 - xiv) Current commitments strictly as per format F-8.
 - xv) Agreed Terms & Conditions duly filled-in at F-13.
 - xvi) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
 - xvii) Organization details:
 - (a) In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm' .
 - (b) In case Bidder is a partnership firm, certified copy of the partnership deed.
 - (c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association
 - xvii) Any other information/details required as per bid document.

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

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

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

13. Bid Prices

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

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

13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by

the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.

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

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

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

13.7 Alternative bids shall not be considered.

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

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

14. Bid Currencies

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

15. Bid Validity

15.1 Bids shall be kept valid for 3 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.

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

16. Bid Security

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

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

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

In case Bid Security is in the form of a Bank Guarantee or irrevocable Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. Bid Security shall be valid for two months beyond the validity of the Bid.

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

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

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

16.7 The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity.
- b) in the case of a successful bidder, if the bidder fails:

- i) to accept the Notification of Award/Fax of Intent (FOI) or
- ii) to furnish Contract Performance Security in accordance with Clause-40.
- iii) to accept arithmetical corrections.

16.8 The Bid security shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL , payable at State Bank of India, Dibrugarh . In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee) .

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

17. Pre-Bid Meeting

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

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

20. E-Payment

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

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

Part II - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

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

25.5 In case after price bid opening the lowest evaluated bidder (L-I) is not awarded the Job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-

tendering, BCPL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participating in re-tendering of the same job(s)/item(s).

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

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

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

A material deviation or reservation is one

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

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

30. Correction of Errors

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(b) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

(c) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

(d) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

30.2 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

30.3 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

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

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

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

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

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

38. Notification of Award

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

38.2 Delivery shall be counted from the date of notification of award / Fax of Acceptance.

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

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

39. Signing of Agreement

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

39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in Instruction to Bidder (ITB) F-12 of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security

40.1 Within 15 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 33 of Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

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

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

41. Corrupt or Fraudulent Practices

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

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

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

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

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

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

41.2 Bidder is required to furnish the complete and correct information/documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be

false/forged, the same shall be considered adequate ground for rejection of Bids and forfeiture of Earnest Money Deposit (Bid Security).

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

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

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

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

43. Misc.

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

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

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

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:

(Signature of Authorized Signatory of Bidder)

Date:

Name:

Designation:

Seal:

BIDDER'S QUERIES FOR PRE BID MEETING

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

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

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

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

SEAL AND SIGNATURE OF 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. Lepetkata,
 Dibrugarh, Assam, PIN - 786006

Dear Sirs,

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

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

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

Yours faithfully,

 Bank
 By its Constituted Attorney

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

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 / GAIL (India) Limited/BCPL etc.

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

Place:

Date :

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

"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."

Annexure-A1

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

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

	Proprietorship firm) 3. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) 4. Certification from competent person on their letter head (in case of PSU/Govt. Department) 5. Documentary evidence towards MSME .			
--	--	--	--	--

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

TENDER NO: BCPL/DIB/C&P/SER/20130159/BB

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

SCOPE OF WORK/SUPPLY

FOR MISCELLANEOUS ELECTRICAL WORKS FOR BCPL PROJECT.

PLANT : UTILITIES AND OFFSITES, LLDPE AND PP UNITS

PROJECT : BRAHMAPUTRA PETROCHEMICAL COMPLEX

**OWNER : BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(BCPL)**

PMC : ENGINEERS INDIA IMITED

JOB NO. : 6907

INDEX

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1. GENERAL

1.1 INTRODUCTION

- 1.1.1 The intent of this specification, is to define the requirements for the supply (wherever specified), supply, installation, testing and commissioning of the electrical power distribution system consisting of various electrical equipment, lighting system, earthing & lightning protection system and cabling system, and other miscellaneous works for Utilities and Offsites(U&O), LLDPE and PP units of Brahmaputra Petrochemical Complex located at Dibrugarh , Assam. This shall also include other miscellaneous works for various buildings, sub-station, Satellite Rack Room etc for such units of the Complex.
- 1.1.2 The work shall be carried out in best workmanship-like manner, in conformity with these specifications, approved drawings and the instructions, from time to time, of the Owner/ EIL or Engineer-in-Charge.
- 1.1.3 The scope of contract shall include clearing of temporary constructions, waste materials and loose earth which might get collected in and nearby the work site consequent to the execution of work under this contract.

1.2 STANDARDS

- 1.2.1 The work shall be performed in conformity with these specifications, standard specifications installation standards and Codes of Practice specified or referred in the tender. In case of any conflict, the stipulations under these specifications shall govern.
- 1.2.2 In addition, work shall also conform to the requirements of latest editions/ amendments of the following:
- a. The Indian Electricity Act and Rules framed there under
 - b. Fire Insurance Regulations
 - c. Regulations laid down by the Central Electricity Authority, Regulations laid down by the Factory Inspectorate
 - d. The Petroleum Rules
 - e. OISD standards
 - f. Regulations laid down by the Chief Controller of Explosives, TAC, LPCB
 - g. Applicable Codes of Practice of the Bureau of Indian Standards
 - h. Any other regulations laid down by the Central, State or Local Authorities from time to time and during the execution of this contract.
- In case of any conflict in requirement specified in various codes and standards referred above, the more stringent requirement shall govern. Owner's concurrence shall always be obtained in any such matter.
- 1.2.3 **GUARANTEE :** The CONTRACTOR shall guarantee the installation against any defects of workmanship and materials (supplied by the CONTRACTOR) for a period of 12 months from date of

issue of completion certificate. Any damage or defects connected with the erection of material(s)/ equipment and with the materials/ equipment supplied by the contractor that may be undiscovered at the time of issue of completion certificate or may arise or come to light thereafter, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary and as per instructions of Engineer-in-Charge/Owner/EIL, within time limit specified by the Owner/EIL/Engineer-in-Charge.

1.2.4 The above guarantee shall be applicable for the quality of the work executed as well as for all equipment/ cables/ fixtures/ fittings/ other materials supplied by the contractor.

1.3 SITE CONDITIONS

The equipment and the installation shall be suitable for continuous operation under the following site conditions:

Max./ Min. Ambient Temperature	:	39.8°C / 1.0°C
Design Temperature	:	40°C
Max. Relative Humidity	:	93%
Altitude	:	Less than 1000 m above MSL
Seismic Zone	:	As per IS -1893
Location	:	Lepetkata, Dibrugarh, Assam

1.4 UTILIZATION VOLTAGES

Primary HV distribution voltage	:	33 kV
Secondary HV distribution voltage	:	6.6kV
Primary HV distribution system neutral earthing	:	Solidly earthed
Secondary HV distribution system neutral earthing	:	Resistance earthed
HV motor voltage	:	6.6 kV above 160 kW
MV motor voltage (415V AC)	:	0.18kW Upto 160 kW
Motor rated below 0.18kW	:	240V AC, SPN, $\pm 6\%$
Battery chargers input	:	415 V AC $\pm 10\%$
UPS System input	:	415 V AC $\pm 10\%$
AC Lighting / Power Panel input	:	415 V AC $\pm 10\%$

Welding Receptacles	:	415 V AC $\pm$ 10%
Bulk loads like Process Heaters etc.	:	415 V AC $\pm$ 10%
Normal Lighting/ Emergency Lighting	:	240 V AC SPN $\pm$ 10%
Convenience outlets	:	240 V AC $\pm$ 10%
MOV's	:	415 V AC $\pm$ 10%
Critical lighting and switchgear control	:	220 V DC $\pm$ 10%

1.5 **BRIEF DESCRIPTION OF ELECTRICAL SYSTEM**

The scope of the project includes, but is not limited to, the following:

Process Units

Polypropylene and LLDPE units along with control room are under the scope of present tender.

Non Plant Buildings

This consists of Product warehouse building along with Bagging area for LLDPE & PP units.

Plant Buildings

These consist of buildings such as Substations (SS-03, SS-04 & SS-05), Satellite Rack Rooms (SRR-2 & SRR-3).

O&U

These consist of street lighting poles, Watch Tower & High Masts.

Power Supply Distribution System

To meet the power supply requirements for the LLDPE unit, the power is made available through 2 nos. 33 kV isolation breaker panels through 33 kV cables from CPP substation, SS-01. 33 kV supply is stepped down by using 25/31.5 MVA, 33kV/6.9kV Power Transformers located in Substation (SS-04) to feed 6.6 kV switchboard, HT-0421. Emergency power of 6.6kV will be made available through 1 no. 6.6kV isolating breaker using incoming 6.6kV cables from SS-02 located in the Complex. This will be further stepped down to 415V by 6.6/0.433kV Distribution Transformer located in SS-04 to feed the emergency load through EPMCC. The other normal feeder will be derived from MV switchboard(PCC) in SS-04. Power for the Main Extruder motor is obtained at 33KV from CPP Substation, SS-01 and further stepped down. For details, refer single line diagram of SS-04, 6907-117-16-50-0001.

To meet the power supply requirements for the PP unit, the power is made available through 2 nos. 6.6 kV isolation breaker panels through 6.6 kV cables from CPP substation, SS-01. Power at 6.6 kV is used for motor loads operating at nominal 6.6KV. This supply is further stepped down by using 6.6/0.433kV Distribution Transformers located in Substation, SS-03. Emergency power of 6.6kV will be made available through 1 no. 6.6kV isolating breaker using incoming 6.6kV cables from SS-01 This will be further stepped down to 415V by 6.6kV/0.433kV Distribution Transformer located in SS-03 to feed the emergency load through EPMCC. For details, refer single line diagram of SS-03, 6907-118-16-50-0001.

All HV motors above 160 KW shall be fed from 6.6kV switchboard of Substation(S/S-38).

MV motors up to 55kW shall be fed through MCCs, whereas motors rated above 55kW to 160kW shall be fed from PCC's. A separate Auxiliary Service Board (ASB) shall be provided in substation to feed miscellaneous loads like MOVs, welding receptacles, power panels etc.

Lighting system shall consist of Normal/ Emergency/ Critical lighting. Lighting system shall consist of Lighting Distribution Board (LDB), Lighting Transformer, Lighting panel, Power panels, etc. Substation shall have adequately rated 415V/ 415V Lighting Transformers. Separate Lighting Transformer shall be provided for 'Normal' and 'Emergency' lighting.

220V DC system located at Substation shall cater to supply for switchgear control and critical lighting. 110V AC UPS system provided shall be used for all the Un-interrupted power supply requirements of DCS, Instrumentation/ Electrical loads. Overall key single line diagram no. 6907-00-16-50-0002 illustrates the power distribution scheme in detail.

2. AREA CLASSIFICATION

The process units Polypropylene and LLDPE have been classified as per Area Classification Drg. no. 6907-118-16-50-0601 & 6907-117-16-50-0601 respectively. Substations are located in safe area. All electrical equipment, fixtures and devices shall meet the requirement of area classification. All electrical equipment for hazardous areas shall be tested by CMRI/ CIMFR (Central Institute of Mines and Fuel Research) or equivalent authorized testing agency of the country of origin and approved by CCoE for installation and use in the area in which they are located. Surface temperature for all hazardous area equipment shall be limited to 200°C (T3 class). Street light poles, High Mast(see note)s, watch towers are in safe area.(Please note that one number safe area HM shall be interchanged with one number hazardous area HM).

3. SCOPE OF WORK

The scope of this tender includes but is not limited to the following works. The scope shall also include handling, transportation of equipment/ material from owner's stores/ warehouse to the place of installation and supply of commissioning spares wherever required.

3.1 Supply, Installation, Testing and Commissioning (Equipment/ Material supplied by Contractor)

3.1.1 Supply of commissioning spares and special tools and tackles as required for supplied equipment.

3.1.2 Lighting system consisting of lighting fixtures, lighting and power panels, lighting junction boxes,

switches, TPN sockets, convenience receptacles etc. for safe area.

- 3.1.3 Telephone wiring for telephones including supply of cables, interface box for telephones, conduits, wires, socket outlets, suitable type plug-in jacks etc.
- 3.1.4 Grounding system including GI earth electrodes in test pits, earthing pits employing deep bore well electrodes, earthing grid, wire ropes, earth plate, earthing cables / strips of various sizes, flexible connections, associated connectors and accessories etc.
- 3.1.5 Supply of MV HRC fuses/ Lamps of each ratings.
- 3.1.6 GI pipes for cable protection above ground, floor sleeves and supports wherever necessary, MS Black enameled conduits, etc.
- 3.1.7 MS frames, structural steel, Cable racks in trenches and supports, anchor fasteners, GI rain cover/ canopies, brackets for miscellaneous electrical equipment including welding, bolting etc. and necessary supplies and connected works all inclusive of painting as specified
- 3.1.8 Nickel plated double compression brass cable glands, tinned copper lugs, adaptors/ reducers, reducers/ enlargers for gland entry mismatch and Nickel plated brass blocking plugs for unused entries as required.
- 3.1.9 Supply of shrouds of suitable sizes for cable glands(payment shall not be made separately and the rate of cable laying is inclusive of supply & installation of shrouds.
- 3.1.10 All other hardware like nuts, bolts, washers, spring washers, grouting bolts etc. necessary for completion of job.
- 3.1.11 Miscellaneous material like sand, bricks, plain cement concrete, bitumen etc. for civil works
- 3.1.12 Directly buried cable trenches including excavation, backfilling, compacting, providing of brick protection by second class bricks, spreading of sand including all supplies and accessories. Supply & laying of sand in Cable trenches including providing of brick protection by second class brick, including all supplies and accessories. Removal & putting back the concrete block covers (after laying of cables & sand filling in the buried trenches) for pre-fabricated concrete blocks installed at every 30M along the trenches (No separate price for removal and putting back of concrete block covers shall be considered for payment).
- 3.1.13 Tinned CU lugs of suitable sizes.
- 3.1.14 Any other material (not covered under EIL / Owner's supply at clause 3.1) and though not specifically mentioned above but required for completion of the work as per specifications, drawings and instruction of Engineer-in-Charge.

Note: 1. Quantities given in SOR are tentative. Contractor shall take Owner's/ Site Incharge's approval before ordering.

3.2 Installation, Testing and Commissioning (Equipment/ Material supplied by Owner)

- 3.2.1 Connection, testing, no load running and commissioning of 6.6kV, 3 Ph Squirrel cage induction motors/ Synchronous motors (including all items for accessories).
- 3.2.2 Connection, testing, no load running and commissioning of 415 V, single phase & 3 Ph squirrel cage induction motors.
- 3.2.3 Laying of 6.6kV (UE) grade, Cu./ Al. conductor, single/ multi core, XLPE insulated, armoured cables (To be laid in ready-made concrete lined trenches, directly buried trenches, road crossings, pipes and on above ground cable tray/ trench inside S/S-3, S/S-4, S/S-5 building including bracing). All power

cables shall have fire proofing paint as per OISD norms and rate for supply and application is included in cable laying rates.

- 3.2.4 Laying of medium voltage PVC insulated armoured power and control cables to be laid in ready made concrete lined trenches, directly buried trenches, road crossings, pipes and on cable trays, inside substation buildings, Satellite rack room, etc. All power cables shall have fire proofing paint as per OISD norms and rate for supply and application is included in cable laying rates
- 3.2.5 Erection, testing and commissioning of FLP equipment like lighting fixtures, lighting and power panels, junction boxes, lighting poles, plugs, welding receptacles, sockets/FLP PB stations etc.
- 3.2.6 Installation of Plant communication system equipments like loudspeakers, field call stations, desktop master call stations, amplifiers, acoustic hoods, beacon lamps, telephones etc.
- 3.2.7 Installation of perforated GI tray including its supports and accessories.
- 3.2.8 Glanding & termination, testing & commissioning of cables.
- 3.2.9 Scope for over all area lighting & earthing are follow:
Overall Lighting : Supply, Installation, Testing and Commissioning:
 - 3.2.9.1 Street lighting poles as per Standard no. 7-51-0207, Rev 3.(Sheet 2 of 2)
 - 3.2.9.2 Feeder Pillars with required incoming and outgoing feeders as per SOR.
 - 3.2.9.3 6-way lighting panels in the Watch Towers.
 - 3.2.9.4 Telephone Junction boxes and Telephone sockets
 - 3.2.9.5 Wiring for Power & Lighting.
 - 3.2.9.6 5/ 15 A, 240 V SPN convenience outlets
 - 3.2.9.7 Lighting fixtures, lighting junction boxes, switches, outlet boxes for switches/ sockets, convenience receptacles etc. for Watch Towers.
 - 3.2.9.8 Complete earthing and lightning protection system of the Buildings including supply and installation of earthing material such as earth electrodes, earth strip, earthing cables etc., including GI earth electrodes in test pits, earthing grid, wire ropes, earth plate, etc. as per EIL standard specification 6-51-0084. 50 x 6 mm GI Earth strip shall be laid in the trench as per Std no. 7-51-0302, Rev 3.
 - 3.2.9.9 Cable and earth electrode markers / identification lead tags, GI saddles, saddle bars and associated accessories.
 - 3.2.9.10 Erection, testing & commissioning of free issued High Masts (30M height safe area) including all accessories.
 - 3.2.9.11 Installation, testing & commissioning of free issued control panels/feeder pillars for high mast lighting system including all accessories.
 - 3.2.9.12 Making of foundations for free issued control panels/feeder pillars for high mast lighting system including supply of all civil items, excavation, backfilling, all complete.
 - 3.2.9.13 Erection,testing & commissioning of FLP/safe area winch motors for already erected high masts.
 - 3.2.9.14 Nickel-plated brass single compression cable glands for indoor areas and double compression cable glands for outdoor areas. All cable glands shall be provided with the equipment.
 - 3.2.9.15 GI pipes for cable protection above ground, floor sleeves, supports wherever necessary.
 - 3.2.9.16 Structural steel, supports, anchor fasteners, brackets for miscellaneous electrical equipment including welding, bolting etc. and necessary supplies, painting and connected work all inclusive.

- 3.2.9.17 Supply, laying and installation of earth strip in buried soil, earth plate, earth lugs, etc. for connecting it to the main earthing and lightning protection grid of all Process Units, Buildings, Offsite and Utilities areas.
- 3.2.9.18 Supply and installation of Earth electrodes in test pit.
- 3.2.9.19 The job includes all civil works required for installation of lighting poles, Feeder pillar, etc and grouting of equipment, cable markers, etc. Excavation and backfilling of trenches with sand and soil is also included in Contractors scope of work. The trenches for Street Lighting network shall be as per Std. 7-51-0302, Rev 3.
- 3.2.9.20 Coordination between various agencies/ equipment vendor/ other contractors working at site and providing all assistance and interface connections as per drawings to enable others to take up testing and commissioning activities of their equipment/ systems.
- 3.2.9.21 Correction and conversion of all Owners' AFC drawings to as-built status.
- 3.2.9.22 Obtaining clearance and approvals for installation/ drawings from statutory authority for energizing the complete electrical facilities covered under this tender and obtaining CCE approval for imported hazardous area motors, if any. It may be noted that no separate payment shall be made for any statutory approvals and the cost shall be deemed to be built in the rates quoted for various SOR items.

3.3 Miscellaneous

- 3.3.1 The job includes repairing of all civil works damaged during installation of electrical facilities and civil works connected with grouting of equipment, providing foundations for control stations, lighting poles, earth pits etc. Scope of work under this contract shall be inclusive of breaking of walls/ floors and chipping of concrete foundations necessary for the installation of equipment, materials and making good of the same.
- 3.3.2 Coordination between various agencies/ equipment vendor/ other contractors working at site and providing all assistance and interface connections as per drawings to enable others to take up testing and commissioning activities of their equipment/ systems.
- 3.3.3 Supply and installation of all other accessories not specifically mentioned herein but nevertheless necessary for completion of job.
- 3.3.4 Engineering and preparation of specifications and drawings for electrical equipment and installation wherever applicable/ required by owner and submitting the same to owner for approval/ comments.
- 3.3.5 Correction and submission of all Owners' drawings for As-built status.
- 3.3.6 Obtaining clearance and approvals for installation/ drawings from Central Electricity Authority/ Chief Controller of Explosives (CCoE) any other statutory authority for energizing the complete electrical facilities covered under this tender. It may be noted that no separate payment shall be made for any statutory approvals and the cost shall be deemed to be built in the rates quoted for various SOR items.
- 3.3.7 Minor modifications, wherever needed, for the free-issued material/ equipment/ devices to enable cable entry/ termination, wiring changes etc.
- 3.3.8 Sealing of openings made in walls/ floors, firewalls for cables etc., using acceptable practices and standards.
- 3.3.9 Fire resistant paint shall be provided for all terminations (upto 1.0m) from cable gland at switchgear end.

3.3.10 All nuts, bolts, washers wherever used shall be of stainless steel SS304.

Note: Wherever separate SOR items do not cover above activities, these shall be deemed to be included in contractor's scope without any extra price and cost implication.

3.4 Co-ordination with other Contractors/ Agencies

It is the responsibility of the contractor to coordinate and provide all necessary assistance to other contractors/ agencies/ vendors involved in the complex for proper and timely execution of the works.

4.0 JOB SPECIFICATIONS

4.1 Various electrical works covered under this contract like equipment installation, cabling, lighting and earthing works, etc. shall be performed in accordance with the following standards (certain clauses of specifications which are applicable to equipment or systems not covered under this contract shall be omitted):

6-51-0081 Specification for Electrical Equipment Installation

6-51-0082 Specification for Cable Installation

6-51-0083 Specification for Lighting Installation

6-51-0084 Specification for Earthing Installation

6-51-0087 Specification for field inspection, testing and commissioning of electrical installations.

6-51-0039 Specification For High Mast Lighting System

General Notes of Cabling

General Notes of Lighting

General Notes of Earthing

4.2 Erection, testing and commissioning of equipment shall be performed in accordance with supplier's instructions and directions of the Engineer-in-Charge.

4.3 The installation shall also conform to EIL specifications and installation standards attached with this tender and referred therein.

4.4 All flameproof (Ex 'd') equipment shall be suitable for gas group IIA, IIB/IIC and temperature class T3 as specified in SOR specifications, area classification drawings & relevant layouts.

4.5 Makes of electrical materials/ components shall be selected out of the list given in this specification. Makes of electrical equipment shall be selected out of the list given elsewhere in this tender. All electrical equipment shall be brand new with state of art technology and proven record. No prototype shall be offered. In general the selected equipment type shall have continuous satisfactory operation in process industry for a minimum of 8000 hours. The make and type of equipment, if not specified in this tender shall be subject to OWNER / EIL approval.

4.6 Contractor shall ensure the availability of spare parts and maintenances support services for the offered equipment at least for 15 years from the date of supply.

4.7 All electrical equipment shall be said to be installed and mechanically complete after circuit testing, primary and secondary injection testing and loop simulation is complete. Due care and consideration shall be given to the installation of all equipment, material and facilities.

4.8 Contractor shall coordinate with manufacturer of other equipment wherever required and shall freely and readily supply all technical information for this purpose as and when called for.

- 4.9 All other Electrical equipment, materials and work not explicitly mentioned but nevertheless required to fulfill the following minimum requirements shall be deemed to be included in the scope of the CONTRACTOR with no additional cost and time implication to OWNER / EIL
- 4.9.1 Achieving the plant equipment and personnel safety.
- 4.9.2 To meet the equipment and environment safety
- 4.9.3 To suit site facilities and environmental conditions.
- 4.9.4 To meet the requirement of statutory approving authority
- 4.9.5 To co-ordinate with other CONTRACTORS and agencies involved in at site for other activities and site work.

5. SPECIFIC JOB REQUIREMENTS

Various equipments as a part of Contractor's scope of supply shall conform to the requirements of respective equipment specification, and datasheet. Besides this, these shall also conform to the following:

6. STATUTORY APPROVAL OF WORKS

- 6.1 Contractor shall make an application on behalf of the Owner for submission to CEA/ Electrical Inspectorate along with copies of required certificates complete in all respects and submit to the Engineer-in-Charge for onward transmission well ahead of time so that the actual commissioning of system/ equipment is not delayed for want of inspection by the Inspector. Contractor shall arrange the actual inspection of work by the Electrical Inspector. Necessary coordination and liaison work in this respect shall be the responsibility of the contractor.
- 6.2 The Inspection and acceptance of work as above shall not absolve the Contractor from any of his responsibilities under this contract.
- 6.3 Any other statutory approval of works required for the electrical installation (such as TAC, CCoE, etc.) is also included in contractor's scope.

7. INSPECTION, TESTING AND COMMISSIONING

Site inspection, testing and commissioning of electrical installation shall be carried out as per enclosed Specification no. 6-51-0087 and Inspection and Test Plans included or referred in this Tender.

- 7.1 All the equipments installed by the contractor shall be tested and commissioned, as required and no separate payments shall be made unless otherwise specified in the Schedule of Rates. Contractor shall carefully inspect all equipment before receiving them from Owner/ EIL for installation purposes. Any damage or defect noticed shall be brought to the notice of the Engineer-in-Charge at that time.
- 7.2 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectification at his own cost.
- 7.3 The contractor shall carry out all the tests as enumerated in the tender and technical specifications and technical documents which may be furnished to him during performance of the work.
- 7.4 Before the electrical system is made live, the electrical contractor shall carry out suitable tests to establish to the satisfaction of Engineer-in-Charge/ Owner that the installation of equipment, cabling/ wiring and connections have been correctly done and are in good working condition and that the system/ equipment will operate as intended.

- 7.5 All tests shall be conducted in the presence of Owner/ Engineer-in-Charge or his authorized representative unless he waives this requirement in writing. Contractor shall arrange testing equipment, as required to carry out the tests. Test results shall be recorded on approved Performa and certified records of the tests shall be submitted to Owner/ Engineer-in-Charge.
- 7.6 After the completion of all tests and rectification of all defects pointed out during final inspection, plant start-up trials shall commence. During the start-up trials, contractor shall provide skilled/ unskilled personnel and supervision round the clock at his own cost. The Engineer-in-Charge/ Owner will decide the number and the category of workmen and their duration. Any defects noticed during the start-up trials relating to the equipment supplied and work carried out by the contractor, shall be rectified by the contractor at his own cost.
- 7.7 Owner/ EIL/ Engineer-in-Charge shall have the right to get the defects rectified at the risk and cost of the contractor if he fails to attend to the defects immediately as desired.
- 7.8 All equipment for installation in classified hazardous areas as included in Contractor's scope of supply shall be tested and inspected by EIL/ Owner or his authorized representative before dispatch at the manufacturer's works. Test certificates duly signed by EIL/ Owner/ Owner's authorized representative shall be submitted by the contractor as part of the final document.
- 7.9 Contractor shall also avail OEM (Original Equipment Manufacturer) services for testing and commissioning of equipment as required.
- 7.10 Contractor shall furnish Site Acceptance Test (SAT) procedures from the equipment supplier and get it approved from OWNER / EIL before carrying out the same at site.
- 7.11 Contractor shall prepare detailed testing, pre-commissioning and commissioning procedures for the entire installation. These shall include Performa for defining activities and recording of test results.

8. SYSTEM TESTS AND START-UP

- 8.1 Complete testing of power distribution system in the plant would be carried out under the supervision of the owner/ EIL/ Engineer-in-Charge. The contractor shall provide as part of the works and within his quoted rates, on round the clock basis, skilled personnel and supervisors to carry out the plant testing. The number and category of skilled personnel to be deployed by the contractor shall be decided by the Engineer-in-Charge and the contractor shall abide by his decision.
- 8.2 During start-up of the plant, the Contractor's responsibilities would be limited to attending to the defects attributable to him in the plant as and when they are brought to his notice. Defects shall be rectified at the risk and cost of the contractor if he fails to attend to these defects immediately.
- 8.3 After the operating conditions are fully achieved in all the plants and the requirement as stated in General Conditions of Contract are fulfilled, the contractor would be eligible for applying for a completion certificate.
- 8.4 Where the works are carried out at the cost of the contractor, the Engineer-in-Charge would recover the actual cost incurred towards, labor, supervision and materials, consumables or otherwise, plus 10% towards overheads, from any pending bill of the contract or the security deposit.
- 8.5 Contractor shall include painting and marking of all buses, individual incomers, all outgoing feeders etc. with detail such as Tag no., feeder rating, sending end source reference etc. for all switchboards. Fuse rating on all 415 V switchboards for outgoing feeders etc. shall also be marked. All lighting poles shall also be painted/marked with tag Numbers

9. DRAWINGS

- 9.1 The drawings accompanying the tender document are indicative of the nature of work and issued for tendering purpose only. The purpose of these drawings is to enable the bidder to make an offer in line with the requirements of the Owner. However, no extra claim, whatsoever, shall be entertained for any variation between the 'Approved for Construction (AFC)' and 'Tender Drawings' regarding any changes. Construction shall be carried out as per drawings/ specifications issued/ approved by the engineer-in-charge during the course of execution of work. Detailed construction drawings on the basis of which actual execution of work is to proceed will be furnished to the successful contractor progressively based on the detailed construction program evolved after the award of work and also based on construction progress achieved by the contractor.
- 9.2 Prospective bidder shall be deemed to have studied the drawings enclosed with tender or displayed for scrutiny and fully understood the nature and magnitude of the work before submitting the bids.
- 9.3 Where the contractor has to prepare drawings, e.g. for fabrication of panels etc., contractor shall submit the drawings to Engineer-in-Charge and the approval in writing of the Engineer-in-Charge shall be obtained before commencing fabrication.
- 9.4 After the job completion, contractor shall prepare 'As-Built' drawings. Final certified 'As- Built' drawings shall be submitted by the contractor to owner in bound volumes with two sets of CD plus ten sets of prints.
- 9.5 Contractor shall submit equipment manufacturer's drawing for supply items like cable trays, lighting fixtures, lighting transformers, marshalling boxes, push button stations, etc. for the review of Engineer-in-Charge in five sets of prints and the approval in writing of the Engineer-in-Charge shall be obtained before commencing manufacture. However, it is to be understood that the review of drawings shall not absolve the basic responsibility of contractor to check total compliance to specifications included in tender document. Final drawings in bound volumes with one set of reproducible original sepia plus ten sets of prints shall be submitted by contractor along with supply of materials at site.

10. APPROVED MAKES OF MATERIALS/ COMPONENTS

Contractor shall restrict the makes of materials/ components supplied by them to the Vendor list as directed below.

ITEM	VENDOR
Fuses	GE India Industrial Pvt. Ltd., Indo Asian Fusegear Ltd., Larsen & Toubro Ltd., Siemens Limited, Cooper Bussman India Pvt Ltd.
Lighting Fixtures and accessories – NonHazardous	Crompton Greaves Ltd, Havells, Philips Electronics India Limited, Bajaj Electricals.
MCB	Datar Switchgear Pvt. Ltd., Havell's India Pvt. Ltd., Indiana Current Control Ltd., Indo Asian Fusegear Ltd., Legrand (India) Pvt. Ltd., Standard Electricals Ltd. Schneider Electric India PVT Ltd , Siemens, ABB.

Meters	Automatic Electric Ltd., MECO Instruments Pvt. Ltd., Nippen Electrical Instruments Co., Rishabh Instruments Pvt. Ltd.
Hazardous area Cable glands	Baliga Lighting Equipments (P) Limited, Comet Brass Products, Comet Industries, Flexpro Electricals Pvt. Ltd., Prompt Engineering Works, FCG Flameproof control gears, FCG Power Industries, Flame Proof Equipments, Prompt Engineering Works, Sudhir Switchgears Pvt. Ltd, Standard Metal Industries
Cable termination and jointing kits	Raychem RPG Limited, Three M Electro & Communication I.P Ltd, Heat Shrink Technologies, Yamuna Power And Infrastructure Ltd.
Lighting and Power Panel	C&S Electric Ltd, Standard Electricals Ltd, Indo Asian Fusegear Ltd, Havells, ABB Ltd.
EARTH LEAKAGE CIRCUIT BREAKER	a) DATAR SWITCHGEAR PVT LTD b) ABB LTD c) HAVELL'S INDIA LTD d) INDO ASIAN FUSEGEAR LTD e) LEGRAND (INDIA) PVT. LTD f) SCHNEIDER ELECTRIC INDIA PVT LTD g) SIEMENS LIMITED
FLP induction motors	BHARAT BIJLEE LIMITED, CROMPTON GREAVES LTD,

11. LIST OF ATTACHMENTS/DOCUMENTS

As per List of documents attached elsewhere.

List of Documents				
SI No	Description	Document No	Rev.	Remarks
A	List of Standards			
A.01	Typical earth electrode for earthing system	7-51-0101	4	
A.02	Typical earth electrode in test pit	7-51-0102	5	
A.03	Typical earth plate fixing details	7-51-0103	5	
A.04	Typical arrangement for earthing for motors	7-51-0104	4	
A.05	Typical earth connection for push button station	7-51-0106	4	
A.06	Typical earth connection for street lighting pole	7-51-0107	4	
A.07	Typical arrangement for earthing of overhead cable tray and electric motor	7-51-0109	4	

A.08	Typical earthing arrangement for process equipment.	7-51-0111	4	
A.09	Earthing/bonding of pipes and pipe racks	7-51-0112	4	
A.10	Equipment earthing schedule.	7-51-0116	6	
A.11	Typical installation of lighting fixture at ground level	7-51-0201	4	
A.12	Typical installation of lighting fixture on platform	7-51-0202	4	
A.13	Typical open area flood light mounted on wall or Column	7-51-0203	4	
A.14	Typical installation of flood light fixtures (two) mounted on pole.	7-51-0205	4	
A.15	Typical installation of street lighting fixture	7-51-0207	4	
A.16	Typical marshalling box details for lighting poles	7-51-0208	5	
A.17	Post top lantern installed at ground level	7-51-0210	4	
A.18	Typical installation of high bay lighting fixture.	7-51-0216	4	
A.19	Typical installation of well glass lighting fixture (safe area).	7-51-0217	4	
A.20	Typical installation of bulkhead lighting fixture.	7-51-0218	4	
A.21	Typical installation of aviation obstruction light.	7-51-0220	4	
A.22	Typical installation of Div. 2/ FLP well glass lighting fixture	7-51-0221	4	
A.23	Typical installation of flameproof bulk-head fixture	7-51-0222	4	
A.24	Typical installation of flame proof flood light fixture	7-51-0223	4	
A.25	Typical installation of weatherproof lighting fixture	7-51-0224	4	
A.26	Typical installation of lighting/ power panel wall (surface) mounted	7-51-0226	4	
A.27	Typical installation of lighting/power panel flush mounted.	7-51-0230	4	
A.28	Marking of trenches for electric cables.	7-51-0301	4	
A.29	Typical section of cable trench in unpaved areas	7-51-0302	4	
A.30	Typical section of RCC cable trench	7-51-0303	5	
A.31	Installation details for conduit or cable support on wall/slab/beam.	7-51-0305	4	

A.32	Installation details for control station on structural channel in paved areas.	7-51-0306	4	
A.33	Installation details for control station on concrete/ steel column in paved area.	7-51-0307	4	
A.34	Installation detail for control station on structural channel in unpaved area	7-51-0308	4	
A.35	Connection details for Vertical Motor & Control Station (Cable below ground)	7-51-0311	4	
A.36	Connection details for Horizontal Motor & Control Station (Cable below ground)	7-51-0312	4	
A.37	Connection details for Horizontal Motor (Cable below ground)	7-51-0313	4	
A.38	Connection details for Motor & Control Station (Cable in Tray)	7-51-0314	4	
A.39	Installation details for Socket / Receptacle mounted on wall/ column (Cable below ground)	7-51-0315	4	
A.40	Installation details for Socket / Receptacle mounted on column (Cable in Tray)	7-51-0316	4	
A.41	Installation details for Socket / Receptacle / control Station mounted on hand rail	7-51-0317	4	
A.42	Cable termination for motors (Cable dropping from overhead trays)	7-51-0323	3	
A.43	Cable termination for motors (Cable dropping along column)	7-51-0324	3	
A.44	Cable termination for motors (Cable laid in trench)	7-51-0325	3	
A.45	Cable termination for motors (Cable laid in trench)	7-51-0326	3	
A.46	Safety measures for electrical installations during construction	7-51-0332	2	
A.47	Details for hot dip galvanized ladder type cable trays	7-51-0333	2	
A.48	Typical installation details of electrical panels on false flooring	7-51-0335	2	
B	List of Specifications			
B.01	Specification for Industrial type control stations	6-51-0014	4	
B.02	Specification for medium and high voltage cables & accessories.	6-51-0051	6	
B.03	Specification for elect. Equipment installation.	6-51-0081	4	

B.04	Specification for Cable installation.	6-51-0082	4	
B.05	Specification for lighting installation.	6-51-0083	4	
B.06	Specification for earthing installation.	6-51-0084	4	
B.07	Specification for field inspection, testing and commissioning of electrical installations.	6-51-0087	2	
B.08	Specification for electrical works as part of paving works	6-51-0088	2	
B.09	Specification for quality management system requirements from bidders	6-78-0001	0	
B.10	Specification for documentation requirements from contractors	6-78-0002	0	
B.11	Specification for documentation requirements from suppliers	6-78-0003	0	
B.12	Specification For High Mast Lighting System	6-51-0039	2	
C	List of data sheets			
C.01	Data sheet for MV cable.	6907-117-16-50-DS-0024	0	
D	List of Drawings / Documents			
D.01	General notes: Cabling.	6907-156-16-50-4100	0	
D.02	General notes: Lighting.	6907-156-16-50-4200	0	
D.03	General notes: Earthing & Lightning Protection.	6907-156-16-50-4300	0	
D.04	Cable Layout, Substation 03	6907-156-16-50-0118	1	
D.05	Cable Layout, Substation 04	6907-156-16-50-0119	1	
D.06	Cable Layout, Substation 05	6907-156-16-50-1120	1	
D.07	Cable Layout PP Unit	6907-118-16-50-0101	1	
D.08	Cable Layout LLDPE Unit	6907-117-16-50-0101	1	
D.09	Earthing & Lightning Protection layout PP Unit	6907-118-16-50-0301	3	
D.10	Earthing & Lightning Protection layout LLDPE Unit	6907-117-16-50-0301	2	
D.11	Overall Lighting Layout	6907-156-16-50-0201	0	

D.12	Overall Earthing Layout	6907-156-16-50-0301	0	
D.13	Overall Plot Plan	6907-010-16-47-0001	7	
E	Misc. Documents			
E.01	Foundation Drawing of feeder pillar for High Mast Lighting System	Sketch-1		
F	Inspection Test Plans			
	Inspection & test plan for HV &MV cables	6-81-1051	3	

SPECIAL CONDITION OF CONTRACT (PART-B)

TENDER NO: BCPL/DIB/C&P/SER/20140120/BB

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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 WATER& POWER

- 2.1** The Clause No. 2.3 to 2.4 given in General Conditions of Contract is modified to following extent :
- 2.2** Construction water shall not be provided by OWNER and the CONTRACTOR shall make all the arrangement for Construction Water at their sole cost and expense.
- 2.3** 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.

3.0 SCOPE OF WORK

The scope of work covered in this contract will be as described in **Annexure-I to SCC Part-B.**

4.0 SCOPE OF SUPPLY

The scope of supply covered in this contract will be as described in **Annexure-II to SCC Part-B**.

5.0 TIME SCHEDULE

5.1 The Work shall be executed strictly as per time schedule given in **Annexure- III to SCC Part-B**. The period of completion given includes the time required for mobilisation, demobilisation and completion of work in all respects to the satisfaction of the Engineer-in-Charge.

5.2 A 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 5.1 above.

5.3 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 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/monthly programme and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the CONTRACTOR.

5.4 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.

6.0 LABOUR LICENCE

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

7.0 SITE CLEANING

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

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

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

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

7.5 The CONTRACTOR shall sort out, clear and stack the serviceable materials obtained from the dismantling/ renewal at places as directed by the Engineer-in-Charge.

7.6 No extra payment shall be paid on this account. The rates quoted in SOR are deemed to be inclusive of all the costs towards all the above activities as well.

8.0 MEASUREMENT OF WORKS

Measurement of work will be as described in **Annexure-IV to SCC Part-B** shall apply.

9.0 ON ACCOUNT PAYMENTS

Payment shall be made as described in **Annexure-V to SCC Part-B**.

10.0 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.

11.0 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 except as specified in the Bidding Document.

12.0 TAXES AND DUTIES

12.1 The Contracted rates/prices are inclusive of all Taxes, Duties, Levies, Octroi, Cess etc. No price variation on account of any change in Taxes, Duties, Levies, Octroi, Cess etc. including imposition of new taxes shall be allowed.

12.1.1 Entry Tax:

Entry tax is exempted on input materials which get transferred in the form of goods and in some other form during execution of work contract. 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.

12.1.2 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.

12.1.3 Service tax:

The Contracted rates/prices shall be inclusive of Service Tax at full rate (Current Rate 12.36%). Contractor shall not opt for Works Contract (Composition Scheme for payment of Service Tax) Rules 2007.

12.1.4 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.

12.1.5 Custom Duty:

The Contracted rates/prices shall be inclusive of Import Duties (CD+CVD+SAD) at the applicable Merit Rate of Duty. Owner shall not issue Project Authority Certificate (PAC)/ Import License. The contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction equipment as per the guidelines laid down by government of India.

12.1.6 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.

12.1.7 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.

12.2 Contractor shall provide CENVATable Documents, wherever applicable.

12.3 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.

12.4 Taxes, Duties And Levies In Foreign Countries

The Contractor shall accept full and exclusive liability at his own cost for the payment of any and all taxes, duties, cesses and levies howsoever designated, as are payable to any government, local or statutory authority in any country other than India as are now in force or as are hereafter imposed, increased or modified and as are payable by Contractor, his agents, Sub-Contractors and its/their respective employees for or in relation to this performance of this contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and considered and included the same in its bid and the quoted price shall not be varied in any way on this account.

12.5 Withholding, Accounting And Tax Requirements

The CONTRACTOR shall withhold from wages and salaries of its agents, servants or employees all sums required to be withheld by the laws of India, and to pay the same promptly and directly when due to the proper authority(ies). The CONTRACTOR further agrees to comply with all accounting and reporting requirements under the laws of India, and to pay and bear the cost of such compliance. Upon request by the OWNER, the CONTRACTOR will furnish OWNER evidence of payment of applicable withholding taxes in India.

12.6 Registration of Contractor under AVAT

As per Provision of section 47(4) of Assam VAT Act 2003, it is mandatory that the contractor has to be a registered dealer under the Act before getting payment for his works contract. 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.

13.0 PROVIDENT FUND

13.1 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).

13.2 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.

14.0 SURVEY AND LEVEL/ SETTING OUT WORK

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

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

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

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

15.0 STATUTORY APPROVALS

The approval from any authority required as per statutory rules and regulations of Central / State Govt. shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well 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 EMPLOYMENT OF LOCAL LABOUR

- 16.1** 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.
- 16.2** 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.
- 17.0 LABOUR**
- 17.1** 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.
- 17.2** 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.
- 17.3** 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.
- 17.4** 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.
- 17.5** The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.
- 17.6** 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.
- 17.7** 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.
- 17.8** 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.

- 17.9** 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.
- 17.10** 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.
- 17.11** 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.
- 17.12** 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.
- 18.0 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.
- 19.0 SETTLEMENT OF DISPUTE BETWEEN GOVT. DEPT./PUBLIC SECTOR UNDERTAKINGS**
- 19.1** If the CONTRACTOR is a PSU or Enterprise or is a Govt. Deptt., any disputes or differences between the CONTRACTOR and the OWNER hereto arising out of any notified claim of the CONTRACTOR in terms hereof and/or arising out of any amount claimed by the OWNER (whether or not the amount claimed by the OWNER or any part thereof shall have been deducted from the final bill of the CONTRACTOR or any amount paid by the OWNER to the CONTRACTOR in respect of the work), then in suppression of the provisions of Section 9 of the General Conditions of Contract, the following provisions shall apply, namely; such disputes or differences shall be resolved amicably by mutual consultation or through the good offices or empowered agencies of the Government. If such resolution is not possible, then the unresolved disputes or differences shall be referred to arbitration of an arbitrator to be nominated by the Secretary, Department of legal affairs (Law Secretary) in terms of the Office Memorandum No. 55/3/1/75-CF dated 19th December, 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs) as modified from time to time. The Arbitration Act shall not be applicable to the arbitrator under this clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the

award to Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

- 19.2** Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the CONTRACTOR shall continue and be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or Works be determined by the OWNER) and the CONTRACTOR shall remain liable and bound in all respects under the Contract”.

20.0 FUEL REQUIREMENT OF WORKERS

Contractor shall ensure that the fuel requirement of the workers is arranged, to avoid any cutting of trees etc., in the area. This is as per the requirement of Central Pollution Control Board. Therefore, no fire wood is to be used by CONTRACTOR or Contractor's LABOUR.

21.0 RESPONSIBILITY OF CONTRACTOR

- 21.1** 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 mobilisation at site and demobilisation 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.
- 21.2** 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.
- 21.3** 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.
- 21.4** The CONTRACTOR shall be responsible for procurement and supply in sequence and at the appropriate time of all equipments/ materials and consumables and his rates for execution of work will include of supply of all these items.
- 21.5** 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.
- 22.0 QUALITY ASSURANCE SYSTEM**
- 22.1** The CONTRACTOR shall adhere to the quality assurance system as per EIL Specification No. 6-78-0001 Rev-0 enclosed as per **Annexure-VI to SCC Part B**. After the award of the contract, detailed quality assurance programme to be followed for the execution of contract shall be submitted by CONTRACTOR.
- 22.2** The CONTRACTOR shall establish document and maintain an effective quality assurance system as outlined in recognised codes.
- 22.3** Quality Assurance System plans/ procedures of the CONTRACTOR shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control. The quality assurance system should indicate organisational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and despatch of materials.

- 22.4** The Quality Assurance plan for various equipment and materials shall be furnished to the EIL/ OWNER prior to commencement of manufacturing. The EIL/ OWNER shall review the same within 3 (three) weeks of its submission.
- 22.5** The responsibility for inspection/ testing as per specification approved documents and agreed Quality Assurance procedure and plans shall be that of the CONTRACTOR. Inspection activities of the Third Party Inspection Agency shall be coordinated by the Inspection Coordinator of CONTRACTOR.
- 22.6** The OWNER/EIL or their representative shall reserve the right to inspect/ witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 22.7** The CONTRACTOR has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-charge feels that QA/QC Engineer(s) of CONTRACTOR are incompetent or insufficient, CONTRACTOR has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
- 22.8** In case CONTRACTOR fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.
- 23.0 MANPOWER TO BE MOBILISED**
- 23.1** The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy qualified skilled, semi skilled and unskilled personnel on the work and augment the same as decided by the Engineer-in-Charge depending upon the site requirement & the exigencies of work so as to complete all works within the construction schedule without any additional cost to OWNER. Minimum Key Construction Manpower to be deployed by contractor shall be as **Annexure-VII to SCC**.
- 23.2** Qualification and experience of Key Construction Personnel to be deployed at site shall be as per **Annexure-VIII** to SCC Part B. Contractor shall submit bio-data of Key Construction Personnel meeting the requirement of this Annexure which will be reviewed and approved by Engineer-in-Charge.
- 24.0 EQUIPMENTS, TOOLS & TACKLES**
- 24.1** The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy equipments and tools & tackles and augment the same as decided by the Engineer-in-Charge depending upon the site requirement & the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to Owner. Minimum equipments, tools & tackles to be deployed by contractor shall be as **Annexure-IX to SCC Part B**.
- 25.0 TESTS AND INSPECTION OF WORKS**
- 25.1** The CONTRACTOR shall carry out the various tests as enumerated in the technical specifications in the bidding document and the technical documents that will be furnished to him during the performance of the work at no extra cost to the owner.
- 25.2** All the tests either on the field or at outside laboratory concerning the execution of the work and supply of materials by the CONTRACTOR shall be carried out by the CONTRACTOR at his own cost.

- 25.3** The work is subject to inspection at all times by the Engineer-in-charge. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bidding document, the technical documents in the bidding document and the technical documents that will be furnished to him during the performance of the work and the relevant codes of practice.
- 25.4** The CONTRACTOR shall provide for purposes of inspection, necessary instruments at his own cost for inspection of work.
- 25.5** All results of inspection and test will be recorded in the reports, proforma of which will be approved by the Engineer-in-charge. These reports shall form part of the Completion Documents.
- 25.6** Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this contract. Any work not conforming to drawings, specifications codes shall be rejected and Contractor shall carry out rectification at his own cost.
- 25.7** Cost towards repeat tests and inspection due to failures, repairs etc. for reasons attributable to the CONTRACTOR shall be borne by the CONTRACTOR.
- 25.8** Various tests as specified in specifications shall be carried out to the entire satisfaction of OWNER/EIL.
- 26.0 COMPLETION DOCUMENTS**
- 26.1** The CONTRACTOR shall carryout various tests as called for in bidding document either on field or at outside approved laboratories at his own cost. All test results and related documents shall be submitted in 6 (Six) copies as part of completion documents.
- 26.2** The following documents in addition to documents specified in GCC shall be submitted in hard binder by the CONTRACTOR in 6 (Six) sets, as a part of completion documents:
- a) Test Certificate from manufacturers for all supply material.
 - 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) 6 Sets of as built Construction Drawings/ Documents/ Reports.
 - f) All other requirements as specified in the respective specifications.
- 26.3** The documents as mentioned in Technical Document shall be submitted by the CONTRACTOR.
- 27.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**
- 27.1** The CONTRACTOR shall adhere to the Health, Safety and Environment (HSE) management system as per EIL Specification No. 6-82-0001 Rev.4, Safety Measures for Electrical Installations during Construction as per Std. No.7-51-0332, enclosed as **Annexure-X** to this SCC.
- 27.2** The CONTRACTOR shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.
- 27.3** In case CONTRACTOR fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released till CONTRACTOR complies with the instructions to the full satisfaction of Engineer-in-charge.
- 27.4 Oil Industry Safety Directorate (OISD) Guidelines-192 & 207**

The contractor in addition to the safety measures mentioned elsewhere in the tender document shall comply with Safety Practices during construction as mentioned in OISD Guidelines-192 and Contractor Safety as mentioned in OISD Guidelines-207 enclosed with the Bidding Document as **Appendix-XI to SCC**.

27.5 In addition to the provisions on Safety specified in the Bidding Documents and other applicable statutory requirements, penalty as per EIL Specification No. 6-82-0001 Rev. 4 shall also be leviable for violations relating to Safety, Health & Environment:

27.6 The CONTRACTOR shall be required to take a suitable Insurance Policy with a view to cover themselves against the above penalties and submit a copy of the said policy to the Engineer-in-Charge before possession of site is given to them LABOUR, LABOUR LAWS and site requirements.

27.7 Access to Site

The Contractor shall obtain prior permission of the Owner/Engineer-in-Charge before any person not directly connected with the works visits the site. Contractor shall obtain prior permission for his workers gate pass/for materials etc., as may be required to carry out the works inside the plant premises from the Owner/Engineer-in-Charge and shall follow the rules and regulations of CISF/Owner/Engineer-in-Charge which may be enforced from time to time for entry or exit.

Contractor shall make adequate arrangements for uninterrupted working during monsoon season at site.

27.8 Site Facilities

The Contractor shall arrange for the following facilities at site, for workmen deployed/engaged by him/his sub-Contractor, at its own cost.

- (i) Arrangement for First Aid.
- (ii) Arrangement for clean & portable drinking water.
- (iii) Toilet
- (iv) Canteen where tea & snacks are available
- (v) A creche where 10 or more women workers are having children below the age of 6 years.
- (vi) Any other facility/utility as may be required under the Contract.

28.0 COORDINATION WITH OTHER AGENCIES

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

29.0 CLEARANCE OF SITE ON COMPLETION

Upon the issue of the taking-over certificate the Contractor shall clear away and remove from the part of the site to which such taking-over certificate relates all Contractors equipment, surplus material, rubbish and temporary work of every kind and leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the Engineer-in-Charge. Provided that 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.

30.0 ABNORMALLY HIGH UNIT RATES (AHR ITEMS)

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

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

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

31.0 BONUS FOR EARLY COMPLETION

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

32.0 FINAL INSPECTION

After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects noticed in the work attributable to CONTRACTOR, these shall be attended by the CONTRACTOR at his own cost, as and when they are brought to his notice by the EIL/ OWNER. EIL/ 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.

33.0 TEST & INSPECTION OF SUPPLY ITEMS

- 33.1** All inspection and tests on bought out items if any shall be made as required by specifications forming part of this contract. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Programme from the contractor/manufacturer.
- 33.2** Bidder shall be required to submit recent test certificates for the material being used in works from the recognised laboratories. These certificates should indicate all properties of the materials as required in relevant IS Standards or International Standards. Contractor shall also submit the test certificate with every batch of material supplied which will be approved by Engineer-in-Charge.
- 33.3** Inspection calls shall be given for association of OWNER/EIL as per mutually agreed programme in prescribed proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the contractor. All drawings, general arrangement and other contract drawings, specifications, catalogues etc. pertaining to equipment offered for inspection shall be got approved by OWNER/EIL final copies shall be made available to Owner/EIL before hand for undertaking inspection. The contractor shall ensure full and free access to the inspection engineer of Owner/EIL at the contractor or their sub-contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments.
- 33.4** The contractor/sub-contractor shall provide all instruments, tools, necessary testing and other inspection facilities to inspection engineer of Owner/EIL free of cost for carrying out inspection.
- 33.5** Where facilities for testing do not exist in the Contractor's/sub-contractor's laboratories, samples and test pieces shall be drawn by the Contractor/ Sub-Contractor in presence of Inspection Engineer of OWNER/EIL and duly sealed by the later and sent for tests in Government approved Test House or any other testing laboratories approved by the Inspection Engineer at the Contractor's cost.

- 33.6** The Contractor shall comply with the instructions of the Inspection Engineer fully and with promptitude.
- 33.7** The Contractor shall ensure that the equipment/assemblies/component of the plant and equipment required to be inspected are not assembled or dispatched before inspection.
- 33.8** The Contractor shall ensure that the parts once rejected by the Inspection Engineer are not used in the manufacture of the plant and equipment. Where parts rejected by the Inspection Engineer have been rectified or altered, such parts shall be segregated for separate inspection and approval, before being used in the work.
- 33.9** On satisfactory completion of final inspection and testing, all accepted plant and equipment shall be stamped suitably and inspection Certificate shall be issued in requisite copies for all accepted items. For stage inspection and for rejected items, only inspection memo shall be issued indicating therein the details of observations and remarks.
- 33.10** If Owner or its representative fails to inspect within 30 days after receipt of inspection notice, the Contractor may dispatch material on specific approval of Owner. All inspection and tests shall be made as required by the specifications forming part of this contract. Contractor shall advise EIL in writing at least fifteen days in advance of the date of final inspection/tests. Manufacturer's inspection or testing certificates for equipment and materials supplied may be considered for acceptance, at the discretion of Engineer-in-Charge. All costs towards testing etc. shall be borne by the contractor within their quoted rates.

34.0 MAKE OF MATERIALS

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

35.0 COMPUTERIZED CONTRACTORS BILLING SYSTEM

- 35.1** Without prejudice to stipulation in Terms and Conditions of Works Contract, Contractor should follow following billing system.
- 35.2** The bills will be prepared by the Contractor on their own PCs as per the standard formats and codification scheme proposed by Owner/EIL. The Contractor will be provided with data entry software to capture the relevant billing data for subsequent processing. Contractor will submit these data to Owner/EIL 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.
- 35.3** Owner/EIL will utilize these data for processing and verification of the contractor's bill and payment."

36.0 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.

37.0 MECHANISED CONSTRUCTION

37.1 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.

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

38.0 CHECKING OF LEVELS

38.1 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.

38.2 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.

39.0 PRICE VARIATION FOR STRUCTURAL STEEL & REINFORCEMENT BAR

The price variation shall be applicable on supply price of bulk steel material for site fabrication/construction for permanent incorporation in work i.e. for structural steel & Reinforcement Bar only:

$$V_m = \frac{(IR \times Q) \times M - M_o}{M_o}$$

Where,

V_m = Variation in supply price of **structural steel, Steel plates & Reinforcement Bar**

IR = Rate of steel items (**structural steel, Steel plates & Reinforcement Bar**) declared by SAIL on the due date of submission of bid.

Q = Qty. of Structural Steel & Reinforcement Bar executed by Contractor & certified by Engineer-In-Charge.

M_o = All India Wholesale Price Index for Iron & Steel Commodity released by Office of Economic Advisor to Govt. of India, Ministry of Commerce and Industry (as published by RBI) on the last date of submission of bid (including extension in the date if any).

M = All India Wholesale Price Index for Iron & Steel Commodity released by Office of Economic Advisor to Govt. of India, Ministry of Commerce and Industry (as published by RBI) on the date of placement of Purchase Order to Material supplier.

The above price variations shall be applicable only for **structural steel, steel plates & Reinforcement Bar (excluding chequered plate & gratings)**; for which purchase orders are placed within 75 % of original time schedule of the contract; reckoned from the date of issue of notification of award and brought to site within original time schedule of the contract. For the materials which are brought at site beyond the above time period, price variation clause shall not be applicable even if the purchase orders are placed within 75 % of original time schedule of the contract.

The purchase orders for all items, for which price variation is applied, as mentioned above, shall be sent to Engineer-In-Charge immediately after placement of purchase order to the vendor, but not later than 7 days after placement of such purchase order.

40.0 CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS

40.1 Free Issue Materials (FIM) if any shall be issued as per terms and conditions set forth in the General Conditions of Contract (GCC) and Annexure enclosed as **Annexure-XII to SCC** from Owner's stores or other issue points of Owner.

40.2 Every month, Contractor shall submit an account for all materials issued by Owner in the proforma prescribed by the Engineer-in-Charge. On completion of work the Contractor shall submit "Material Appropriation Statement" for all materials issued by the Owner.

40.3 Wherever materials are under Contractor's scope of supply whether part or in full for any item of work covered under SOR, no allowances towards wastage/scrap etc. shall be accounted for.

40.4 The conditions for issue of materials by OWNER and reconciliation of such materials shall be as per specification No. 7-82-0001 Rev. 0 attached herewith as **Annexure-XII** to these Special Conditions of Contract. This shall not be applicable for the materials supplied by CONTRACTOR.

41.0 INSURANCES

41.1 Owner will arrange Comprehensive Insurance policy covering Marine, Inland Transit Insurance (in India) and Site Erection/ Storage Insurance. However, Bidder shall carry and maintain any and all other Statutory Insurance(s) required under Indian laws and regulations, including Workmen Compensation Act/ Employee State Insurance/ Third Party Liabilities etc. and Insurances for their personnel engaged in performance of the work at Contractor's own cost.

41.2 Irrespective of work acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities and obligations under the contract.

41.3 Contractor shall provide the Owner with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately upon the Contractor having taken such insurance coverage. Contractor shall also inform the Owner at least 60 (Sixty) days in advance regarding the expiry, cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

42.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION

42.1 CONTRACTOR to study the equipment layout and his scope of work carefully and accordingly workout the erection sequence and execution methodology of various equipments and other facilities in the scope.

42.2 Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by contractor, well in advance. Minor rectifications including

chipping of foundations as the case may be shall be carried out at no extra cost by the Contractor after obtaining prior approval of the Engineer-in-charge. The Contractor shall also be provided with the necessary structural drawings and piping layouts etc. wherever required for reference. If a structural member needs to be dismantled, to facilitate the equipment erection, same shall be done by the Contractor after ensuring proper stability of main structure with prior permission of Engineer-in-charge. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Engineer-in-charge.

- 42.3 CONTRACTOR to note that work of other agencies will not be kept under hold for the purpose of release of work front for equipment erection and other works in CONTRACTOR's scope.
- 42.4 A well planned and feasible erection sequence shall be developed by the CONTRACTOR in such a way that it results into NO HOLD on nearby equipments foundations/civil and structural works or erection of any facility. CONTRACTOR will identify and indicate clearly the detailed erection sequence of various equipments for review / approval of OWNER/ EIL on award of contract.
- 42.5 The CONTRACTOR shall be responsible for organizing the lifting of the equipment in proper sequence so that orderly progress of the work is ensured and access routes for erecting the other equipments/facilities are kept open.
- 42.6 CONTRACTOR to mobilize Cranes and other resources, as required, to meet the sequence/ schedule of completion at no extra cost to OWNER.
- 42.7 Erection of equipments by any other means other than cranes is not acceptable.
- 42.8 Detailed erection scheme for all critical equipments will be developed and submitted by the CONTRACTOR on award of work for approval of Engineer-in-charge at site. All the Cranes and lifting tackles are subjected to load testing at site / should have valid load test certificates. For the purpose of load testing of cranes, the CONTRACTOR will submit a "Procedure for Load Testing of Cranes" to the Engineer-in-Charge. The actual load testing shall be carried out in accordance with the procedure, as approved by the Engineer-in-Charge. The CONTRACTOR at no extra cost to OWNER will arrange required loads for load testing purpose.
- 42.9 All lifting tackles to be used during erection shall be appropriately labelled/ stamped for their safe working loads. The safe working loads mentioned on labels/ stamping on lifting tackles will be as per the latest test certificates, which will be made available by CONTRACTOR (in original) before actual use of such lifting tackles at site.

43.0 ACTION IN CASE OF SUBMISSION OF FALSE/FORGED DOCUMENT

- 43.1 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).
- 43.2 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, GAIL/ 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 GAIL/ BCPL under the contract such as forfeiture of CPBG/ Security Deposit, withholding of payment etc.
- 43.3 Incase this issue of submission of false document comes to the notice after execution of work, GAIL/ 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.

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

44.0 Electrical Works

- 44.1 Subject to provisions of the General Conditions of Contract, the in erection and tests as required under Indian Electricity Rules-1956 and prescribed in I.S.732 (Part-III)-1982 shall be conducted.
- 44.2 All tests clearances and certificates required by the State Government authorities for energising/ commissioning the electrical system laid by the Contractor shall be obtained by the Contractor at his costs and initiative, for which the Contractor shall perform such tests and undertake such rectification and/ or changes as may be required.
- 44.3 The CONTRACTOR shall have a valid electrical contractor's license for working in Assam State. The Contractor shall furnish a copy of the same to Engineer-in-Charge before commencement of any electrical work or work pertaining to Electrical System. No electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid Electrical Contractors License being produced by the CONTRACTOR.
- 44.4 The Supervisors deployed by CONTRACTOR during Operation & Maintenance period shall have a valid supervisor's license for Operation & Maintenance of 33 kv / 11 kv / 0.4 kv system. The Contractor shall furnish a copy of the same to Engineer-in- Charge before commencement of Operation & Maintenance work of Construction Power System. No Operation & Maintenance work shall be permitted to be executed without a valid supervisor's license for 33 kv/ 11 kv/ 0.4 kv system being produced by the CONTRACTOR.

45.0 SUPPLY OF STEEL & CEMENT

The Contractor shall purchase Steel & Cement from manufacturers or their stockists as per the list attached as **Appendix-XIII to SCC Part-B.**

- 46.0 Contractor should produce necessary EPF code before commencement of work.

- 47.0 Contractor should produce necessary ESIC code before commencement of work or workmen who are not covered under ESI Act, the contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to BCPL.

SCOPE OF WORK

(ANNEXURE – I TO SCC)

SCOPE OF WORK

- 1.0 The scope of work in general includes scope of work specified in Technical Section and Schedule of Rates enclosed in Commercial Section of the Bidding Document. Further, it includes 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.
- 2.0 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.

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.

SCOPE OF SUPPLY

(ANNEXURE - II TO SCC)

1.0 OWNER'S SCOPE OF SUPPLY

- 1.1 Materials specifically listed under "Owners scope of supply" as mentioned in Technical/Job Specifications/ Schedule of rates enclosed with the bidding document.

2.0 CONTRACTOR'S SCOPE OF SUPPLY

- 2.1 The procurement and supply in sequence and at the appropriate time of all materials and consumables (other than those specifically mentioned as Owner's supply as per Sr No 1.1 above) required for completion of works in all respects as per drawings and specifications shall entirely be the Contractor's responsibility.
- 2.2 Materials supplied by the Contractor shall conform to tender specifications/IS standards and the contractor shall also fulfil the various requirements stipulated hereunder.
- 2.2.1 Contractor shall furnish the manufacturer's test certificates for the materials brought to Site.
- 2.2.2 Statement of materials brought to the site shall be submitted to EIL/Owner and proper records as per instructions of the Engineer-in-Charge shall be maintained at Site.
- 2.2.3 Contractor shall plan the material purchases and procure the materials in sufficient quantities in line with the progress schedule for the work.

3.0 TESTS AFTER DELIVERY

The Contractor shall get the materials brought to the Site tested periodically as decided by the Engineer-in-Charge. The cost of all the tests shall be borne by the Contractor. Materials which do not conform to relevant IS code or requirements of Technical Specifications after testing, shall be rejected and same shall be removed by the Contractor, within 24 Hrs from the construction site as per the instructions of the Engineer-in-Charge. Under no circumstances rejected materials shall be allowed to remain at the Site beyond stipulated period.

4.0 REJECTION OF MATERIALS (Contractor's supply materials)

The Engineer-in-Charge may reject any materials supplied by the contractor not conforming to IS/ ASTM specifications notwithstanding the Manufacturer's Certificate. Any material which is considered defective by Engineer-in-Charge shall not be used and shall be promptly removed within 24 hours from the SITE by the CONTRACTOR at his own expenses.

TIME SCHEDULE

(ANNEXURE - III TO SCC)

TIME SCHEDULE

NAME OF WORK	TIME SCHEDULE OF COMPLETION
MISCELLANEOUS ELECTRICAL WORKS AT LEPETKATA, ASSAM FOR BRAHMAPUTRA PETROCHEMICAL COMPLEX PROJECT OF M/S BCPL, ASSAM (BIDDING DOCUMENT NO.:	3 MONTHS

Note:

1. The time of completion mentioned above shall be reckoned from 7 days of issue of Letter/ Fax of Intent (LOI/FOI)
2. 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.

MEASUREMENT OF WORKS (ANNEXURE – IV TO SCC)

1.0 GENERAL

- 1.1 The mode of measurement shall be as per the details mentioned in this Annexure.
- 1.2 In case of discrepancy between measurement of work specified in this Annexure, Standard Specification/ Job Specification, Schedule of Rates etc., precedence shall be given in following order:
- a) Measurement of works as per this Annexure of SCC.
 - b) Measurement of works as mentioned in Standard Specification/Job Specification.
 - c) Measurement of works in accordance with item description of relevant item mentioned in Schedule of Rates.
 - d) In case the clarity is not in the above documents, then it shall be as per BIS and if it does not exist in BIS also, then Measurement of works shall be as decided by Engineer-in-Charge.
- 1.3 Payment will be made on the basis of joint measurements taken by Contractor and certified by Engineer-in-Charge.
- 1.4 Wherever work is executed based on instructions of Engineer-in-Charge or details are not adequate in the drawings, Contractor shall take physical measurements in the presence of Engineer-in-Charge.
- 1.5 Measurements will be made on the basis of following units indicated in unit column of schedule of rates.
- a) Weights MT or Kg
 - b) Length KM/M (Metre)/ CM (Centimetre)/ MM (Millimetre)
 - c) Number No.
 - d) Volume Cu.M
 - e) Area Sq.M
- 1.6 Wherever the unit of items has been indicated as lump sum, the payment shall be made on lump sum basis after completion of work and mode of measurement shall not be applicable for such items.

2.0 GENERAL CIVIL AND STRUCTURAL WORKS

- 2.1 The measurement of works as mentioned in the relevant Technical / Standard Specification shall be followed.

3.0 ELECTRICAL WORKS

- 3.1 The measurement of cable laying shall be made on the basis of length actually laid from lug to lug including length of loops provided.
- 3.2 The weights mentioned in drawing or shipping list shall be the basis of payment. If mountings for panels etc are packed separately, their erection weights shall include all mountings.

TERMS OF PAYMENT (ANNEXURE - V TO SCC)

1.0 MOBILIZATION ADVANCE

1.1 Mobilisation Advance if required by the CONTRACTOR shall be paid as follows:

1.1.1 Recoverable interest bearing Mobilization Advance upto a maximum limit of 10% (ten percent) of the awarded Contract Value carrying an interest rate (medium item) at PLR charged by SBI (applicable as on date of award) plus 2% per annum on reducing balance, shall be paid to the Contractor, in the manner as given below:

5% (Five Percent) of awarded Contract value shall be payable as Mobilization Advance after fulfilling the following formalities by the Contractor:

- a) Signing of Contract Agreement by the Contractor.
- b) Submission of Performance Contract Security as per provision of Clause No. 24.0 of General Conditions of Contract and valid up to 3 months from the date of completion of work. The clause no. 24.1 stands modified to this extent.
- c) Submission of a separate bank guarantee from a Nationalized/Scheduled Bank in proforma approved by OWNER, equivalent to 110% of the 'Mobilisation Advance' amount to be paid and kept valid up to completion of work.

5% (Five Percent) of awarded Contract Value shall be payable on Construction of Site Office, Storage Shed, Fabrication Yard etc. and Mobilisation of equipments so as to start the work to the entire satisfaction of Engineer-in-Charge.

1.1.2 The Mobilisation Advance together with the interest accrued, shall be recovered from each running account bill @ 12% of gross amount of Monthly R.A. Bill in such a manner that the total advance and interest accrued is recovered when approximately 80% of the contract value gets paid. Balance amount, if any, remaining un-recovered shall be deducted in full from the pre-final bill. However, the Contractor may opt for a higher percentage of recovery of Mobilisation Advance together with the interest accrued from their RA Bills.

1.1.3 The Mobilization Advance paid to the Contractor shall be used for execution of this Contract only and the Contractor shall satisfy OWNER/ Engineer-in-Charge in this regard whenever required. If it is found that the said advance has been utilized by the Contractor in whole or part for any other purpose, OWNER may at its discretion forthwith recall the entire advance or such amount thereof as outstanding and without prejudice to any other right or remedy available to OWNER, recover the same by recourse to any Bank Guarantee.

2.0 SECURED ADVANCE ON MATERIALS

2.1 In case of items for complete works involving both supply and its erection, contractor may be allowed "Secured Advance" on the security of materials brought to site for execution of the contracted items of work to the extent of 75% of the value of materials which go into the completed works as assessed by the Engineer-in-Charge provided that the materials are of an imperishable nature and that formal agreement is drawn up with the contractor under which the Owner secures a lien on the materials and is safe guarded against loses due to the contractor postponing the execution of the work or to the improper storage &/or misuse of the materials and against the expenses entitled for their proper watch and safe

custody. Recoveries of advances so made would from the running account bills for work done as the materials are used. The necessary deductions shall be made whenever the items of work in which they are used and billed Brahmaputra Cracker and Polymer Ltd ANNEXURE-V TO SCC for. The deductions shall be made in such a way that the entire advance is recovered upto the pre-final bill.

3.0 ON ACCOUNT PAYMENTS

Progress Payments shall be released to Contractor against monthly running account bills duly certified by Engineer-in-charge after affecting the necessary deductions/recovery of mobilisation advance including interest charges accrued thereon. The basis for payment against various items shall be below:

3.1 Civil Works

- 95% progressively on completion of work on pro rata basis.
- 5% on completion of all works in all respects and acceptance by Engineer-in-charge.

3.2 Structural Steel works

- 5% on finalisation of quantities, plan and submission of approved fabrication drawings.
- 55% on supply and acceptance of material at site.
- 15% on fabrication.
- 20% on erection, alignment, welding, painting etc.
- 5% on completion of all work in all respects and acceptance by Engineer-in-charge.

3.3 Electrical Works

3.3.1 For Supply Items

- 80% on receipt of material at site and inspection.
- 10% on installation
- 5% after successful completion and commissioning.
- 5% on completion of all works in all respects and acceptance by Engineer-in-Charge.

3.3.2 For Erection Items

- 80% on completion of installation.
- 15% on testing.
- 5% on completion of works in all respects and acceptance by Engineer-in-Charge.

3.3.3 For Items involving both Supply & Erection

- 60% on receipt of material at site and inspection.
- 20% after erection and alignment.
- 15% after testing & commissioning
- 5% on completion of all works in all respects and acceptance by Engineer-in-Charge.

3.4 Painting Works

- 65% after surface preparation & primer painting.
- 30% after final painting.
- 5% on completion of all works in all respects and acceptance by Engineer-in-charge.

3.5 For any other items not mentioned above

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

NOTE:

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

ATTACHMENT-A

ITEMS QUALIFYING FOR SECURED ADVANCE

CATEGORY : 'A'

ITEMS AGAINST WHICH SECURED ADVANCE CAN BE GRANTED

A.1 Civil

- i) Finished Doors and windows.
- ii) Pipes and sanitary fittings of GI, CI, SCI and HCL.
- iii) M.S. Gratings,
- iv) Reinforcement bars
- v) Structural steel.
- vi) Anchor bolts.
- vii) Pre-coated GI Sheet/GI Sheet.

A.2 Electrical

- i) Steel Conduit
- ii) G.I. Pipes
- iii) Switchgears (Other than oil filled)
- iv) Light poles (Steel)
- v) Cable Trays
- vi) Structural Steel
- vii) In Boxes/Control Gears/DB's/Receptacles
- viii) RCC Cable Ducts

A.3 Mechanical

- i) Structural steel
- ii) Plates
- iii) Pipes/Pipe fittings
- iv) Gratings.
- v) Valves, Hydrants, monitors
- vi) Aluminium sheet

A.4 Instrumentation

- i) Structural steel
- ii) M.S. Sheet/G.I. Sheets

- iii) Prefabricated trays
- iv) Pipes/Tubes/fittings.

CATEGORY : 'B'

ITEMS AGAINST WHICH SECURED ADVANCE CAN BE MADE AFTER OBTAINING INSURANCE COVER FROM THE CONTRACTOR

B.1 Civil

- i) Glazed tiles, terrazzo tiles and similar articles.
- ii) Marble/Kota Stone/Granite slabs.
- iii) Asbestos cement products
- iv) Sanitary fittings and pipes of S.W. Porcelain and chinaware materials.
- v) Laminated/safety one way vision and Bullet proof glasses.
- vi) Paints, Varnishes, Distempers pigment, spirit.
- vii) Ceiling and false flooring frames and tiles etc.
- viii) PVC water storage tanks, PVC tiles, PVC water bar etc.

B.2 Electrical

- i) Transformers
- ii) Switchgears (Oil filled)
- iii) L.T. & H.T. Cables
- iv) Fans
- v) Storage & Dry Batteries
- vi) Cable/Jointing/Termination Kits
- vii) Electric light fittings.
- viii) Flexible wires
- ix) PVC materials.
- x) Capacitor banks

B.3 Mechanical

- i) Bitumen
- ii) Wrapping & Coating material
- iii) Primer/Paints
- iv) Foam/Foam seal material
- v) Guniting material
- vi) Insulation & Refractory materials other than bricks.

B.4 Instrumentation

- i) SS/Copper Tubes
- ii) SS/Brass Compression fittings
- iii) Control/Signal Cables
- iv) Junction boxes/Marshalling boxes
- v) Control panels.

QUALITY ASSURANCE SYSTEM

[ANNEXURE - VI TO SPECIAL CONDITIONS OF CONTRACT]

(ATTACHED SEPARATELY STANDARD SPECIFICATION No. - 6-78-001, REV.0)

MINIMUM CONSTRUCTION MAN POWER

(ANNEXURE - VII TO SCC)

MINIMUM REQUIREMENT OF MANPOWER TO BE MOBILIZED BY THE CONTRACTOR DURING EXECUTION OF MISCELLANEOUS ELECTRICAL WORKS BCPL, PROJECT LEPETKATA, ASSAM.

(BIDDING DOC. NO-

S. NO.	DESCRIPTION	NOS.
1.	RCM/ SITE-IN-CHARGE/ RESIDENT ENGINEER	1
2.	LEAD DISCIPLINE ENGINEER - ELECTRICAL	2
3.	LEAD QA/QC ENGINEER	1
4.	LEAD PLANNING ENGINEER	1
5.	LEAD SAFETY OFFICER	1
6.	W/H IN-CHARGE/ MATERIALS MANAGER	1
7.	QUANTITY SURVEYOR	1
8.	DISCIPLINE ENGINEERS/ SUPERVISORS - CIVIL & STRUCTURAL - ELECTRICAL - STORE KEEPER - SAFETY	1 2+2 1 1

- 1) The details of minimum manpower required to be mobilized by the contractor at peak to complete the work within schedule. Contractor is required to augment the above list with additional numbers/categories of personnel as required and/or as directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
- 2) The Key Construction Personnel identified above shall be well qualified & having adequate relevant experience, as specified in document No. 9-1940-0001 Rev.1 enclosed as Annex-VIII to SCC in the bidding document. The other manpower shall also be qualified and experienced with their assigned work.
- 3) CVs of key persons proposed to be deployed shall be submitted to Owner/Engineer-In-charge prior to their mobilization at site. The mobilization of key personnel shall be done at site subject to prior approval of their CVs by Owner/Engineer-In-charge.
- 4) Following manpower to be mobilized within 15 days of award of work
RCM/Site-in-charge : 1 No
Planning Engineer : 1 No
QA/QC Manager : 1 No
Safety officer : 1 No
Warehouse in-charge : 1 No

(STAMP & SIGNATURE OF BIDDER)

QUALIFICATION & EXPERIENCE REQUIREMENTS OF MANPOWER TO BE DEPLOYED AT SITE

[ANNEXURE - VIII TO SPECIAL CONDITIONS OF CONTRACT]

(ATTACHED SEPARATELY DOCUMENT No- 9-1940-0001, REV. No-1)

**MINIMUM CONSTRUCTION EQUIPMENT,
TOOLS & TACKLES
(ANNEXURE - IX TO SCC)**

MINIMUM REQUIREMENT OF EQUIPMENT TO BE MOBILIZED BY THE CONTRACTOR DURING EXECUTION OF MISC. ELECTRICAL WORKS FOR BCPL PROJECT, LEPETKATA, ASSAM.

SL. NO.	EQUIPMENT DESCRIPTION	CAPACITY	MINIMUM REQUIREMENT DURING CONSTN
1.	HYDRA	12-18 MT	1
2.	JCB		1
3.	TRACTOR TRAILER		2
4.	THEODOLITE	1 SEC	1
5.	DUMPY/ AUTO LEVEL		1
6.	DG SET	25-65 KVA	AS REQUIRED
7.	WELDING MACHINE		4
8.	GRINDING MACHINE		2
9.	GAS CUTTING SET		2
10.	PORTABLE DRILLING M/C AND HOLE CUTTER		1
11.	MOUNTED DRILLING M/C		1
12.	INSULATION RESISTANT MEGGER	5KV, 2.5 KV, 1KV, 500V	1EACH
13.	3 TERMINAL EARTH TESTER		1
14.	DIGITAL MULTIMETER		3
15.	TONG TESTER/ CLAMP METER	3000A, 1000A, 500A, 100A, 1A	1EACH
16.	HV Hi-Pot KIT AC/DC	60KV with 1mA/10mA leakage	1
17.	EARTH DISCHARGE ROD		1
18.	RELAY TESTING KIT: Preferably of OMICRON MAKE. MODEL: CMC156 for Single Phase, CMC-256 for 3 Phase		1EACH
19.	THERMOMETER (FOR CHECKING MOTOR TEMPERATURE) – Laser Type		1
20.	RPM METER (FOR CHECKING MOTOR RPM) – Laser Type		1
21.	VIBRATION METER (FOR CHECKING MOTOR VIBRATION)		1
22.	GREASE GUN (IF REQUIRED) – with adjustable needle for various sizes		1
23.	ENERGY METER CALIBRATION KIT		1
24.	BREAKER TIMING KIT		1
25.	VARIACS (1 PHASE)		1
26.	VARIACS (3PHASE)		1
27.	100A DC CONTACT RESISTANT (Mv Drop) kit		1
28.	POWER PACK (FOR DC SOURCE)		2
29.	LUX METER		1
30.	ELCO METER		1
31.	CRIMPING TOOL		2
32.	PRIMARY & SECONDARY INJECTION KIT		1EACH

SL NO.	EQUIPMENT DESCRIPTION	CAPACITY	MINIMUM REQUIREMENT DURING CONSTN
33.	4 TERMINAL MICRO-OHM METER		1
34.	CAPACITANCE METER		1
35.	PIPE BENDING M/C		1
36.	TORQUE WRENCH WITH ADJUSTABLE SETTINGS		1
37.	TORQUE WRENCH WITH PROVISION OF FIXING D SPANNER		1
38.	RESISTOR BANK FOR CHECKING CAPACITY OF BATTERY BANK		1
39.	LEAKAGE CURRENT DETECTOR		1
40.	HOT AIR BLOWER		1
41.	VACUUM CLEANER (Industrial Heavy duty and Normal duty)	EACH	1
42.	ELECTRICIAN TOOL KIT		AS REQUIRED
43.	LABORATORY EQPTS		AS REQUIRED

NOTES

1. The details of minimum critical equipments in good working condition, required to be mobilized by the Contractor, to complete the work within the schedule. The actual deployment schedule of Construction Equipments shall be approved by Engineer-in-charge. Contractor shall augment the above list with additional numbers/capacity/categories of equipments, tools & tackles, as required and directed by Engineer-In charge to complete the work within the completion time schedule and quoted price.
2. Contractor confirms that the above minimum equipments are available with him in good working condition and shall be timely mobilized on this project site. Contractor has the option to hire some of these equipments from equipment-hiring agencies also.
3. Owner/EIL reserves the right to physically check & verify the availability of these equipments prior to award of work.
4. Contractor shall replace any defective/damaged equipments promptly to complete the work without any time & cost implication to the Owner/EIL.
5. Instruments (as applicable) to be made available with valid Calibration certificate, issued by NABL accredited laboratory.

(STAMP & SIGNATURE OF BIDDER)

**SPEC. FOR HEALTH, SAFETY AND
ENVIRONMENT MANAGEMENT, SAFETY
MEASURES FOR ELECTRICAL
INSTALLATION DURING CONSTRUCTION**

(ANNEXURE - X TO SPECIAL CONDITIONS OF CONTRACT]

(ATTACHED SEPARATELY DOCUMENT No-6-82-0001, REV. 4)

**OIL INDUSTRY SAFETY DIRECTORATE
(OISD) GUIDELINES- 192 & 207
(ANNEXURE - XI TO SPECIAL CONDITIONS OF CONTRACT)
(ATTACHED SEPARATELY DOCUMENT)**

**CONDITION FOR ISSUE AND
RECONCILIATION OF MATERIALS**
(ANNEXURE - XII TO SPECIAL CONDITIONS OF CONTRACT)

(ATTACHED SEPARATELY DOCUMENT)

LIST OF APPROVED MANUFACTURERS FOR TMT BARS, STRUCTURAL STEEL AND CEMENT

(ANNEXURE -XIII TO SCC)

LIST OF APPROVED MANUFACTURERS FOR TMT BARS, STRUCTURAL STEEL AND CEMENT:

Contractor shall purchase Steel & Cement from following manufacturers or their stockists:

a) TMT Bars

1. Steel Authority of India Limited (SAIL)
2. Rashtriya Ispat Nigam Limited (RINL)
3. Tata Iron & Steel Company (TISCO)
4. Essar Steel (Essar)
5. Jindal Steel & Power Limited (Jindal)
6. Shyam Steel Industries, Kolkata
7. SRMB Udyog Lt, Kolkata.
8. Usha Martin, Ranchi/Jamshedpur,
9. Rathu Udyog Ltd, Ghaziabad.

b) Structural Steel (including Plates)

1. Steel Authority of India Limited (SAIL)
2. Rashtriya Ispat Nigam Limited (RINL)
3. Tata Iron & Steel Company (TISCO)
4. Essar Steel (Essar)
5. Jindal Steel & Power Limited (Jindal)

c) Cement

1. Associated Cement Companies Limited (ACCEPTABLE Cement)
2. Ultratech Cement (L&T Cement / Aditya Birla Cement / Ultratech)
3. Gujarat Ambuja Cements Limited (Gujarat Ambuja Cement)
4. Shree Cement Limited (Shree Ultra Cement/ Bangur Cement)
5. Lafarge Cement India Limited (Lafarge Cement)
6. Cement Corporation of India Limited (CCI Cement)
7. Jaypee Cement Limited (Jaypee Cement)
8. JK Lakshmi Cement Limited (JK Lakshmi Cement)
9. Madras Cement Ltd (Ramco Group)

Note:

Any Contractor willing to supply material from Manufacturer other than listed above, shall submit the credentials of the manufacturer to RCM at project site as per company's prescribed format furnishing documentary evidence for supply, performance, test certificates etc. along with list of executed works. However, the order for supply of such item(s) shall be placed by Contractor only after approval of the same by EIL/Owner based on project specific requirements.

ANNEXURE A1

**DRAWING AND DATASHEET
(ATTACHED SEPARATELY)**

ANNEXURE A2

**STANDARDS
(ATTACHED SEPARATELY)**

ANNEXURE A3

**SPECIFICATION
(ATTACHED SEPARATELY)**

SECTION IV

GENERAL CONDITIONS OF CONTRACT
(GCC)

BCPL

(ATTACHED SEPARATELY)

PREAMBLE TO SCHEDULE OF RATES

- 1 Quoted rates should be as per Scope of Work.
- 2 Bidders are required to quote the rates strictly as per the 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 following format F-18 enclosed with 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 prescribed format F-18 or makes any other statement (e.g. "NIL", "Inclusive", "Kept as Blank" ,extra at actual etc.), their quoted price shall be considered inclusive of service tax at the rate applicable at the time of bid opening (i e presently @ 12.36 %) and the job shall be awarded accordingly to the L-1 bidder after reduction of the applicable service tax amount ascertained in this regard.
- 11 In case the bidder quotes any other rate which is less than prevailing rate as per service tax rules by virtue of any abatement/ exemption then the bidder shall make note of such abatement/ exemption in Format F-18, else their quoted price shall be evaluated after

loading of service tax at the rate applicable without any abatement (i. e. presently @ 12.36 %), at the time of bid opening instead of lower rate of service tax as quoted by the bidder.

12. In case the applicable amount towards Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.
13. While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
14. Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
15. Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
16. Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
17. The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
18. Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned 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.
21. The benefit of Cenvat credit of service tax quoted in Format F-18 shall be considered for evaluation of bids.
22. The benefit of Cenvat credit of Excise Duty quoted in Format F-19 shall be considered for evaluation of bids.