



ISO 9001:2000

**NATIONAL PROJECTS CONSTRUCTION CORPORATION LIMITED**  
(A GOVERNMENT OF INDIA ENTERPRISE)

**NER (IBBW) OFFICE,**  
HOUSE No.-2, APANJAN PALLY, SONAI ROAD,  
SILCHAR – 788006 (ASSAM)  
Tele Fax- (03842)225089  
**Website: [www.npcc.gov.in](http://www.npcc.gov.in)**

**TENDER NOTICE NO.: 70064/IBBW/AS/WS/580**

**DATED: 26.11.2011**

**SUB:** CONSTRUCTION OF BORDER FENCING ALONG INDO-BANGLADESH BORDER IN THE STATE OF ASSAM.

- 1.0 Sealed tenders are invited on behalf of Chairman-Cum-Managing Director (NPCC) from Registered Contractor of NPCC / State PWD / CPWD / MES / RAILWAYS and also from other bonafide and resourceful Contractor for the works as detailed below. A set of the tender documents along with a copy of the “Bill of Quantities” is enclosed herewith for submitting the tender.

- i) **Name of Work:- CONSTRUCTION OF BORDER FENCING ALONG INDO-BANGLADESH BORDER IN THE STATE OF ASSAM.**

Package No.	Description of work	Estimated Cost (₹)	Earnest Money (₹)
ASSAM	Construction of Border Fencing along Indo-Bangladesh Border in the State of Assam.		
ASK-02(A)	Between BP No.1372 to 1394/2S (Ch.06.00km. to 10.00km.)	4,58,56,151.00	9,17,123.00

- ii) **Earnest Money Deposit:-**  
The EMD shall be in the shape of d’call/demand draft in favour of NPCC Ltd. payable at Silchar or in the form of BG in the prescribed format from any Nationalized Bank/ Approved Scheduled Private Sector Bank. The EMD in any other form shall not be accepted.
- iii) **Cost of Tender Document:- ₹ 5,000/- (₹ Five Thousand only)** for the package (Non-refundable) to be Paid by DD/PO in favour of NPCC Ltd. payable at Silchar.
- iv) **Sale of tender documents:-** On any working day from 28.11.2011 to 13.12.2011 between 10.00 AM to 05.00 PM from the office of Zonal Manager, NER (IBBW) Silchar. Tender document will not be sent by post or courier. Complete NIT/tender document can be seen in our web site [www.npcc.gov.in](http://www.npcc.gov.in). Downloaded tender document will not be accepted. Amendments/Corrigendum, if any would be hosted on the website only.
- iv) **Last date of Receipt of filled up tender documents:-** On 15.12.2011 up to 04.00PM at the office of Zonal Manager, NER (IBBW), NPCC Ltd., House No.2, IInd Floor, Apanjan Pally, Sonai Road, Silchar – 788006 (Assam).
- vi) **Opening of tenders :- Tech. Bid (Envelope-1):-** On 15.12.2011 at 04.30 PM and **Price Bid (Envelope-2):** On 17.12.2011 at 11.00 AM (only for qualified bidders) at the Office of Zonal Manager, NER (IBBW), Silchar (Assam).
- vii) **Completion Period :-** 09(Nine) months (including monsoon period) which shall be reckoned from the 10<sup>th</sup> day after issue of the Letter/Telex/Telegram/Fax of Intent by the NPCC.

1.1 **AGENCY MUST FULFILL THE REQUIREMENT FOR PARTICIPATION IN THE**

## **TENDER:-**

- a) Tenderer must have completed CIVIL WORK at least one no. for a minimum value of 80% of the estimated value of work or two nos. each for a minimum value of 50% of the estimated value of work or three nos. each for a minimum value of 40% of the estimated value of work in the last 7(seven) years ending on 31/10/2011 under Govt./ semi Govt. or under any public sector undertaking.
- b) Average annual turn over for the last three years should be not less than 35% of the estimated cost as per the audited balance sheet.
- c) Bankers Solvency Certificate for an amount of ₹ One Crore from any bank registered with RBI.
- d) Sales Tax Clearance Certificate/ Sales Tax Registration Certificate.
- e) EPF Registration Certificate.
- f) Copy of Balance sheet including P & L a/c for the last 5 years of the organization.
- g) Copy of partnership deed / Memorandum & Articles of Association.
- h) List of plant & machineries available on hand (own) & proposed to be deployed in this work.
- i) List of personal/ manpower available on hand & proposed to be deployed in this work.
- j) List of works in hand indicating description of work, Contract Value, approx. value of balance work yet to be done etc.
- k) List of work completed in the last 7(seven) years mentioning description of work, project authority, approx. value of contract, time of award, Value & date of completion etc.
- l) The documents in support of ownership/ lease for the following earth moving machineries.
  - a. Excavator – 1
  - b. Tipper -- 3
  - c. Vibratory roller – 1
  - d. Dozer – 1

## **2.0 MODE OF SUBMISSION**

The tender is to be submitted in two separate sealed covers marked as under.

### **ENVELOPE-1:-**

This ENVELOPE shall contain the following :

- a) **Acceptance letter in the letter head for un-conditional acceptance of the tender conditions as per proforma given in NIT.**
- b) **Earnest Money.**
- c) **Credential certificates in support of prequalification criteria as mentioned in 1.1.**
- d) **Current STCC / STRC.**
- e) **EPF Registration Certificate.**
- f) **Balance Sheet and Profit and Loss A/C for the last five years.**
- g) **Bankers Solvency Certificate as per requirement.**
- h) **List of Machineries and Manpower available on hand/deployment etc.**
- i) **List of work in hand/ completed.**
- j) **Partnership Deed / Memorandum of Article of Association.**
- k) **The documents required for prequalification to be submitted along with the tender.**
- l) **The documents in support of ownership/ lease for the following earth moving machineries.**



Envelope -1 on the same day or the date and time of opening of the Price Bid of the agencies will be informed in due course. The tenders not accompanied by un-conditional acceptance of tender conditions shall be rejected and such tender shall not be allowed to attend price bid opening (Envelope-2).

- 2.2 Once the tenderer has given an unconditional acceptance to the tender conditions in its entirety, he is not permitted to put any remark(s)/condition(s) (except unconditional rebate on price, if any,) in/along with the tender document.
- 2.3 **In case the condition 2.2 mentioned above is found violated at any time after opening of tender, the tender shall be summarily rejected and NPCC shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money Deposit as specified in para 1.0 (ii) above.**
- 3.0 **EARNEST MONEY DEPOSIT :**  
The agency has to submit the requisite EMD as mentioned in NIT and without EMD the tender will be summarily rejected. The EMD shall be valid for a period of 90(Ninety) days from the date of opening of the tenders.
- 4.0 NPCC reserves the right to reject any or all the tenders in part or full without assigning any reason whatsoever thereof. NPCC does not bind itself to accept the lowest tender. NPCC also reserves the right to split up the work among two or more agencies.
- 5.0 The tenderer should quote in figures as well in words the rates and amounts tendered by them. The amount for each item should be worked out and the requisite totals and page totals given.
- 5.1 Special care should be taken to write the rates and amounts in figures as well in words in such a way that any alteration is not possible. The total amount should be written both in figures and in words. In case of figures; the word 'Rs.' Should be written before the figure of Rupees and word 'P' after the decimal figure e.g. Rs. 2.15p. Rs. 2.15 shall be written as Rupees two and fifteen paisa only. Unless the rate/amount is in whole Rupees it should invariably be up to two decimal places. While quoting the rates in Bill of quantities, the word "only" should be written closely following the amount and it should not be written in the next line.
- 5.2 In case of any discrepancy between the rates quoted in figures and words, the rate on which the amount has been worked out shall be taken as correct . If the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will be taken as correct and not the amount.
- 6.0 The tenders shall be strictly as per the conditions of contract. Tenders with any additional condition(s)/modifications shall be rejected.
- 7.0 The witnesses to the Tender/Contract Agreement shall be other than the tenderer/tenderer competing for this work and must indicate full name, address, status/occupation with dated signatures.
- 8.0 The tenders for works shall remain open for acceptance for a period of 90(Ninety) days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modification in terms and conditions of the tender to his benefit which are not acceptable to NPCC then NPCC shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD.
- 9.0 The acceptance of tender will rest with the NPCC who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

- 10.0 Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 11.0 **INITIAL SECURITY DEPOSIT:-**  
Within 15 days from issue of LOA / LOI, the tenderer shall submit Initial Security Deposit amounting to 5% of the awarded value of work including Earnest Money already deposited with the tender in the form of Demand Draft in favour of NPCC LTD., payable at Silchar or Bank Guarantee in the prescribed format from any Nationalized Bank/ Approved Scheduled Private Sector Bank of equivalent value. The Initial Security Deposit shall be refunded after completion and handing over of work and preparation of final bill.
- 12.0 **SECURITY DEPOSIT:-**  
The security deposit will be deducted from the successful contractor at the rate of 5% of the Gross value of each R/A bills till it reaches 10% of the contract value including ISD. No interest will be paid on the Security Deposit/Initial security deposit under any circumstances. The total security deposit will be refunded only after expiry of defect liability period. However after successful completion of work 50% of the security deposit can be released against bank guarantee from any Nationalized Bank/Approved Scheduled Private Sector Bank as per approved format.
- 13.0 On acceptance of tender, the name of the authorized representative(s) of the contractor who would be responsible for taking instructions from Engineer-in-charge/Zonal Manager or its authorized representative shall be intimated by the contractor within 07 days of issue date of telegram/letter/telex/fax of intents by NPCC.
- 14.0 The tenderer shall not be permitted to tender for works if his near relative is posted as an Accountant or an Assistant Engineer or any higher ranks in the project office or concerned Zonal Office of the NPCC. The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any of the officers in NPCC. Any breach of this condition by the tenderer would render him liable to the withdrawal of the work awarded to him and forfeit of Earnest Money and Security Deposit. This may also debar the contractor from tendering for future works under NPCC.
- 15.0 Sales tax or any other tax on materials and also the turn over tax, work contract tax or similar, if any in respect of contract shall be payable by the contractor and NPCC will not entertain any claim whatsoever, on such grounds. In the event of non payment/default in payment of any octroi, royalty, cess, turn over tax, sales tax including the purchase tax, consignment tax, work contract tax or any Labour dues and E.P.F. etc. by contractor/supplier, the NPCC reserves the right to with-hold the dues/payments of contractor and make payment to local / state/ Central Government authorities or to labours as may be applicable. The contractor should submit along with the tender Registration Certificates with sales tax on work contract Authority and EPF Authorities other wise appropriate recovery shall be made from his bills.
- 16.0 Tenderer should quote all prices, excluding the liability of turnover tax, sales tax on works contract/VAT as a whole or part thereof. But the agency has to pay Works Contract Tax/VAT to the State Govt. It will be reimbursed by NPCC on submission of documentary proof of payment after assessment of each financial year subject to reimbursement of the same from MHA to NPCC.
- 17.0 The tenderer shall be deemed to have gone through the various conditions and clauses of the tender and visited the site before quoting their rates, once they make an offer for this work. No claim whatsoever shall be entertained on this account.
- 18.0 The drawings with the tender document, if any are TENDER DRAWINGS and indicative only.
- 19.0 Tenderer can purchase the tender document and participate in the tender proceedings for the same. However the following norms will be followed during finalization and

awarding the work as mentioned below :

Tenderer who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:-

Assessed Available Bid Capacity =  $AXNX^2-B$ , where

'N' = Number of years prescribed for completion of the subject contract.

'A' = Maximum value of works executed in any one year during last five years  
(at current price level).

'B' = Value at current price level of existing commitment and on going works to be completed in the next 'N' years.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be submitted.

20.0 There will be no escalation on account of any increase in price index in the price of POL's, materials or Labours, imposition of sales tax or enactment of any new law or imposition of levies etc. No price escalation shall be applicable even during extended period for completing works. Areas for execution of the work may be handed over to the agencies in phases after completion of Land Acquisition. No extra claim in this regard will be entertained.

21.0 NPCC has engaged specialized agency for initial Topographical Survey for the work who will submit the drawing along with reference pillars. Cost towards the same will be recovered from the executing agency @ ₹ 64,000/- per KM, if applicable. The cost toward the same will be recovered from the 1st RA Bill of the agency for his total stretch. However the contractor has to carry out the detail survey as per drawing for the execution of the work at his own cost as per his requirement.

22.0 Contractor shall provide furnished site office, transit camp at site, one no. inspection vehicle (including fuel & driver) etc. as per clause no.16 of Special Terms and Condition exclusively for the inspection of the job by Engineer-in-charge/Zonal Manager and other Site Engineers/staff of NPCC since inception to completion of the contract including defects liability period. Agency will not be paid any extra cost towards the same. However if the agency will not provide the same facilities to NPCC, recovery shall be made from the bills of the Contractor as per relevant tender clauses.

ZONAL MANAGER,  
NPCC LIMITED,  
NER(IBBW), SILCHAR