



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

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20140119/AJD

Date: 18.07.2014

To,

BID DOCUMENT FOR HIRING OF SERVICES FOR PROVIDING SECURITY CARETAKING AND LOSS PREVENTION SERVICES FOR BCPL FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR A FURTHER PERIOD OF ONE YEAR.

OPEN DOMESTIC COMPETITIVE BIDDING

Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
"Administrative Building", Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel#+91-373-2914636/635

Contact Person:
Arunjyoti Dutta
Dy. Mgr(C&P)
0373-2914636/635
Email-ajdutta@bcplindia.co.in

Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)
Project Site Office: Admin Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, AssamTel: 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)

INDEX

1.	Section -IA	Request for quotation(RFQ)	3-7
2.	Section -IB	Cut Out slips	8-10
3.	Section -IIA	Instruction to Bidders (ITB)	11-21
4.	Section IIB Formats	Bidder's General Information	F1
		Bid Form	F2
		List Of Enclosures	F3
		Proforma for Bank Guarantee for Earnest Money Deposit	F4
		Letter Of Authority	F5
		No Deviation Confirmation	F6
		Bidder's Queries For Pre Bid Meeting	F7
		Present Commitments Of The Bidder	F8
		Bank Guarantee For Security Deposit	F9
		Declaration	F10
		Acknowledgement Cum Consent Letter	F11
		Proforma for contract agreement	F12
		Brief Summary Of Agreed Terms & Conditions	F13
		Certificate from Bank if Bidder's working capital is inadequate.	F14
		Financial Details	Annexure A
		Format F-15	F15
		Format F15A	F15A
		Format F15B	F15B
		Check List For The Documents As Per BEC	Annexure I
5.	Section -III	Special Condition of Contracts (SCC) PART A	45-52
		Special Condition of Contracts (SCC) PART B	53-67
6	Section-IV	Specifications and Scope of work	Upto 67
7	Section -V	Schedule of Rates(Un-Priced Bid)	69-71
		Schedule of Rates(Priced Bid)	71-72
		Preamble to schedule of Rates	72-74
8	Section -VI	General Conditions of Contract	ATTACHED SEPARATELY

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 HIRING OF SERVICES FOR PROVIDING SECURITY CARETAKING AND LOSS PREVENTION SERVICES FOR BCPL FOR A PERIOD OF TWO YAERS AND EXTENDABLE FOR A FURTHER PERIOD OF ONE YEAR or part thereof on same rate and terms and conditions 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	Open 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/20140119/AJD
1.2.3	Bid documents available on Website & BCPL office	From 10.00hrs on 18/07/2014 on www.bcplonline.co.in and www.gaintenders.in & CPP portal Corrigendum(s)/Amendment(s) and record notes of pre-bid , if any, shall be available on the referred websites only and the bidders shall be responsible to check websites regularly.
1.2.3	BIDDING DOCUMENT ON SALE	From 18/07/2014 to 11/08/2014(upto 16.30Hrs)
1.2.4	Pre-Bid Meeting	30/07/2014 on 15.00 hrs (IST) . Bidders are requested to attend the pre-bid meeting and scope of work can be addressed during meeting.
1.2.5	Last date and time for Submission of bid	12/08/2014 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un -priced bid at BCPL, Lepetkata	12/08/2014 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working day.
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. - BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Not Applicable in this tender
	Tender Fees (non-refundable)	Rs 3000.00 only (Rupees Three Thousand only) . The tender fee is payable in the form of DD/BC in favour of Brahmaputra Cracker and Polymer Limited payable at Dibrugarh.
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% to be deposited of the Annualized Contract Value in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance .There is no exemption of 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	ARUNJYOTI DUTTA E-mail: ajdutta@bcplindia.co.in Ph. No. +91-373-2914636

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) Tender Fee/bid document fee: (Non-refundable)

Bidders are required to submit the DD (tender fee, if applicable) alongwith EMD in Physical form. The bidder who has already submitted tender fee or accompanied with DD during meeting will only be allowed to attend pre-bid meeting. The complete bidding document is also available on the website of GAIL(www.gailtenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal. Bidders willing to submit their bid on the basis of downloaded document shall pay cost of bidding document by crossed demand draft in favour of Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh (Assam) along with the Techno-Commercial Bid, failing which their bid shall not be considered for opening/evaluation. Bids are also available for sale at the office of DGM, C&P department as per the date mentioned above. In the event of the tender being cancelled, the tender fee will be refunded to the concerned bidders

- 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: (NOT APPLICABLE IN THIS TENDER)

[Refer clause no. 4 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.

3.0 BID EVALUATION CRITERIA (BEC):

3.1 Bidder should be State ESM Corporation/Nigam & Any other agency functional/enrolled under DGR and should be approved by respective State/Union territory Government.

Bidder must submit necessary documentary evidence in support of above.

3.2 Bidder Selection Criteria/Evaluation methodology:

Bidders are required to quote their service charges not more than 14%. Bidder quoting above 14% service charges would be rejected. The wages payable to personnel deployed is as per Ministry of Labour & Employment Minimum wages notification / DGR guideline. The minimum wages payable as per DGR notification dated 17.10.2013 to the Security Personnel's is as given here under:-

Sl Number	Personnel	Area C(Basic+VDA)
1	Security Guard	6266
2	Gunman	7566
3	Security Supervisor	8333.78

Wages will be revised as per the DGR guideline/notification regarding minimum wages from time to time.

3.3 The process for selection of techno-commercially acceptable L-1 bidder would be as under:

- a. Bidder/Vendor quoting minimum service charges will be L-1.
- b. In case of a tie in service charges, the most responsive bid will be evaluated as follows:

1. In state where ESM Corporation/Nigams exist:

In case of a tie in service charges the state ESM Corporation /Nigam of the parent state would be awarded the contract.

2. In state where ESM Corporation/Nigams does not exist:

In case of a tie in service charges, L-1 would be determined as under:

- i) Details of Maximum number of security personnel deployed in a single work order during last three financial years i.e. (2011-2012), (2012-2013) & (2013-2014).
- ii) Total Number of security personnel deployed during last three preceding financial year i.e. (2011-2012), (2012-2013) & (2013-2014)
- iii) Experience of bidder in security profession in number of years.

Based on the above criteria ,points will be allotted to various agencies as per the evaluation table mentioned in Format F-15,F-15A &F-15B .ESM Corporation / Nigam securing the maximum points shall be awarded the contract.

- c. In spite of the selection markings, if there is a tie, then the bidder which is senior as per DGR registration number may be awarded the contract. Agency having lower registration number is to be considered senior.

All the documents submitted in support of above Bid Evaluation Criteria must be submitted alongwith the technical part of the bid and must be duly notarized / attested by Gazetted officer/Notarized public. Noncompliance of BEC will be considered as rejection criteria.

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

4) Service Tax

Please Refer Preamble to SOR.

5) PERIOD OF CONTRACT

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

6) `VALIDITY PERIOD OF OFFER:

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

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

8) TERMS OF PAYMENT:

Please refer Clause No. 13 of Special Condition of Contract (Part -B) of SECTION-III.

9) PRICE REDUCTION SCHEDULE: As per GCC.

10) 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.

11) 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.

12) 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.

13) 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 abovecauses 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.

14) ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts & General conditions of contracts the following shall prevail to the extent of such irreconcilable conflict in the order of precedence:

- i) RFQ Covering Letter
 - ii) Instruction to Bidders
 - i) Special conditions of contracts (Part B)
 - ii) Special conditions of contracts (Part A)
 - iii) General conditions of contracts
- 15) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-11 "Acknowledgement Cum Consent Letter" attached in the tender along with reason(s) for non-participation 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.

Office of the Dy. General Manager (C&P)

Administrative Building

Brahmaputra Cracker and Polymer Limited,

PO: Lepatkata,

District - Dibrugarh, Assam, India PIN - 786006 Tel-0373-2914635/636

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

Yours faithfully,

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

Arunjyoti Dutta

Dy. Mgr (Contracts & Procurement)

E-Mail: ajdutta@bcplindia.co.in Ph no: 0373-2914636/35

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140119/AJD

HIRING OF SERVICES FOR PROVIDING SECURITY CARETAKING AND LOSS PREVENTION SERVICES FOR BCPL FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR A FURTHER PERIOD OF ONE YEAR

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 12/08/2014

Date and time for opening of bids: 15.00 hrs (IST) on 12.08.2014

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.:0373-2914636/5
--	---

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140119/AJD

HIRING OF SERVICES FOR PROVIDING SECURITY CARETAKING AND LOSS PREVENTION SERVICES FOR BCPL FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR A FURTHER PERIOD OF ONE YEAR

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 12.08.2014

Date and time for opening of bids: 15.00 hrs (IST) on 12.08.2014

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.:0373-2914636/5
--	---

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140119/AJD

HIRING OF SERVICES FOR PROVIDING SECURITY CARETAKING AND LOSS PREVENTION SERVICES FOR BCPL FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR A FURTHER PERIOD OF ONE YEAR

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 12.08.2014

Date and time for opening of bids: 15.00 hrs (IST) on 12.08.2014

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.:0373-2914636/5
--	---

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

INSTRUCTIONS TO BIDDERS

Table of Contents

- A. General
 - 1. Scope of Bid
 - 2. Eligible Bidders
 - 3. Bid Evaluation Criteria
 - 4. One Bid per Bidder
 - 5. Cost of Bidding
 - 6. Site Visit
 - 7. Service Tax
 - 7.1 AHR items
 - 7.2 Income Tax
 - 7.3 Road permit
- B. Bidding Documents
 - 8. Content of Bidding Documents
 - 9. Clarification of Bidding Documents
 - 10. Amendment of Bidding Documents
- C. Preparation of Bids
 - 11. Language of Bid
 - 12. Documents Comprising the Bid
 - 13. Bid Prices
 - 14. Bid Currencies
 - 15. Bid Validity
 - 16. Bid Security
 - 17. Pre-Bid Meeting
 - 18. Format and Signing of Bid
 - 19. Zero Deviation**
 - 20. E-Payment
 - 21. Agent/Consultant/Representative/Retainer Associate
- D. Submission of Bids
 - 22. Sealing and Marking of Bids
 - 23. Deadline for Submission of Bids
 - 24. Late Bids
 - 25. Modification and Withdrawal of Bids
- E. Bid Opening and Evaluation
 - 26. Bid Opening
 - 27. Process to be Confidential
 - 28. Contacting the Employer
 - 29. Examination of bids and Determination of Responsiveness
 - 30. Correction of Errors
 - 31. Conversion to Single Currency for Comparison of Bids
 - 32. Evaluation and Comparison of Bids
 - 33. Preference for Domestic bidders
 - 34. Purchase Preference
 - 35. Compensation for Extended Stay
- F. Award of Contract
 - 36. Award
 - 37. Employer's Right to Accept any bid and to Reject any or all Bids
 - 38. Notification of Award
 - 39. Signing of Agreement
 - 40. Contract Performance Security
 - 41. Corrupt or Fraudulent Practices
 - 42. Misc.
 - 43. Errant Bidder

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 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 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.
- x) Format-A, formats for BEC evaluation
- 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 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: Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items/services 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

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

17.2 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.

17.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

If the pre-bid date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

20. E-Payment

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

Part I - Techno-commercial/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 9 of Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

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

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

41. Corrupt or Fraudulent Practices

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

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

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

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

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

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

41.2 Bidder is required to furnish the complete and correct information/documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of Bids and forfeiture of Earnest Money Deposit (Bid Security).

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

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

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

42 Misc.

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

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

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

43. Errant Bidder:

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

Formats would be applicable as per the attached format with this tender.

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

1-1 Bidder Name: _____

(Country
 Code)

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 : _____

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 2914636

Dear Sir,

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

We confirm that this bid is valid for a period of Three (03) months from the date of opening of Techno- Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

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

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

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

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

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES

F3

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with the Stamp Act)

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

This guarantee shall be irrevocable and shall remain, valid up to----- (This date
 should be 180 days (One hundred & eighty days) after the date finally set out for closing of tender). If
 any further extension of this guarantee is required the same shall be extended to such required period
 on receiving instructions from M/s----- on
 whose behalf this guarantee is issued.

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

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.
 Admin 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.
Admin 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 PREBID MEETING

To,
 Dy. General Manager(C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam (India)
 Phone: +913732914635/636

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

NOTE: The Queries may be sent by e-mail to ajdutta@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.

DECLARATION

To
Brahmaputra Cracker & Polymer Ltd.
Admin 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:

[Signature of Authorized Signatory of Bidder]

Date : 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.

ADMIN BUILDING", P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN - 786006

FAX: 0373 - 2914636/609

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: _____

Place: _____

Date: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

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

Sl. No.	Description	Bidder's Confirmation
1	It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2	Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3	Confirm that the offer shall remain valid for acceptance up to 3 (Three) months from Final Bid Due Date /Date of Opening of Bids	
4	Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5	Confirmed that 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.	Not applicable
	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 alongwith a copy	
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	Not applicable in this tender
23		Confirm requisite Tender Fee has been submitted	
24		Tender Fee details	
25		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:

STATEMENT OF DOCUMENT WITH PROOF (COPY OF W/O) TO BE ENCLOSED BY THE AGENCY

i) Details of Maximum number of security personnel deployed in a single work order during last three financial years i.e. (2011-2012), (2012-2013) & (2013-2014).

S.No	Name of client / owner where services rendered.	Work order Number copy to be enclosed.	Execution & Completion certificate to be attached.	Period of term (mention years from to) and total years.	Maximum number of security personnel deployed in this work order.
1.	Year 2011-12	1. 2. 3. 4.			
2.	Year 2012-13	1. 2. 3. 4.			
3.	Year 2013-14	1. 2. 3. 4.			

* Here the requirement is the maximum number of security personnel's deployed in one single work order. It must be noted that the deployment must be covered under single work order. Please complete format in all column & enclose relevant documents & proof without which your bid will not be considered for further evaluation

Maximum number of security personnel deployed in single work order during last three financial years*	≥100% of required strength	≥ 80% ≤ 99%	≥ 60% ≤ 79%	≥ 40% ≤ 59%	≤ 39%
Points to be allotted	25	20	15	10	05

*Any % in fraction/decimals falling between intervening limits of points will be rounded off to the next higher limit.

SIGN AND SEAL OF CONTRCATOR

F-15A

ii) Total Number of security personnel deployed during last three preceding financial year.

S.No	Period of term (mention years from to for each financial year.	Work order Number copy to be enclosed.	Name of client / customer	Nature of service rendered	Total number of security personnel deployed in this work order during last three financial years.
1.	Year 2011-12	1. 2....			
2.	Year 2012- 2013	1. 2.			
3.	Year 2013- 2014	1. 2.			

* Details to be furnished work order wise, every work order to be mentioned separately, with mention of total number of security personnel's deployed year wise with proof of work order. Copy of work order to be attached as proof. Every entry of agency to be separate.

Total number of security personnel deployed during last three preceding financial year	≥200% of required strength	≥ 150%	≥ 100%	≥ 75%	≥ 50%
Points to be allotted	25	20	15	10	05

SIGN AND SEAL OF CONTRACTOR

F-15B

III) Experience of bidder in security profession in number of years.

Experience of firm in security profession in number of years.	> 5 years.	3-5 years	1-3 years	<1 year	Nil experience

* Mention number of years' experience in the appropriate block with documentary proofs. (Copy of date of registration of the firm to be attached with the first work order. The experience will be counted from the date of first work order executed of the agency).

Experience of firm in security profession in number of years	>5 years	>3 to ≤ 5 years	1-3 years	< 1 year	Nil Experience
Points to be allotted	25	20	15	10	05

THE BIDDER WILL MENTION DGR REGISTRATION NUMBER IN THE TENDER . A COPY OF THE SAME ALSO TO BE SUBMITTED.

Name of Agency	Date of registration with DGR	DGR Registration number

SIGN AND SEAL OF CONTRACTOR

ANNEXURE-I

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

SL NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No
		YES	NO	
1.	Have you enclosed the duly certified by Chartered Engineer and Notary Public and the Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.			NA
2	Proof of annual turnover as per BEC. Duly Certified by Statutory Auditor of the audited accounts to be enclosed. Have you enclosed Annexure-I			NA
3	Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "BCPL." Payable at Dibrugarh.			NA
4	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
5	Have you enclosed No deviation form, duly filled signed & stamped.			
6	Have you enclosed complete tender duly signed & stamped.			
7	Have you enclosed Copy of PAN card			
8	Do you confirm that you will submit the cenvatable invoice if you get order.			
9	Have you submitted Corrigendum /Pre-bid queries			
10	Confirm if the following are submitted			
	Confirmation that the contents of the tender document bid document has not been modified or altered. In case it is found that the tender document has been modified /altered by bidder, the bid submitted by us shall be liable for rejection (In case of downloading from website).			
11	Confirm acceptance of Tender clause			
12	Confirm submission of CPBG			
13	Confirm completion of priced bid (SOR) in service charges % only.			
14	Agency's status about debaring/blacklisting (Yes/No/EXPLANATION)			

	Confirm completion certificate of all works executed enclosed.			
15	Confirm that the following document is submitted depending on bidder's nature of firm: 1. Copies of partnership deed(in case of partnership/LLP firm) 2. Affidavit or self-declaration on letter head (in case of Proprietorship firm) 3. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) 4. Certification from competent person on their letter head (in case of PSU/Govt. Department) 5. Documentary evidence towards MSME.			

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

JOB: HIRING OF SERVICES FOR PROVIDING SECURITY CARETAKING AND LOSS PREVENTION SERVICES FOR BCPL FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR A FURTHER PERIOD OF ONE YEAR OR PART THEREOF ON THE SAME RATE AND TERMS AND CONDITIONS

TENDER NO: BCPL/DIB/C&P/SER/20140119/AJD

1.0 GENERAL:

1.1 *The **Special Condition of Contract** shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.*

1.2 *Where any portion of the "**General Condition of Contract**" is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the "**General Conditions of Contract**" and shall to the extent of such repugnancy, or variations, prevail.*

1.3 *Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.*

1.4 *The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.*

The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of Contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

2.0 LOCATION:

Refer SCC-Part B of SECTION III

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

The Time of Completion/Period of Contract shall be as per Special Conditions of Contract (SCC) **Part-B**. The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

5.0 TERMS OF PAYMENT:

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

6.0 EARNEST MONEY:

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

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

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

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

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

Similarly, in case of Works Contract (involving both supply of material and services) Tax will be deducted at source by BCPL towards W. C. Tax at the rate applicable from time to time (presently 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 @ 7.5% of Annualized Contract Value (7.5% of total contract value if the period is less than 1 year) has to be deposited within 10 (ten) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.

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

9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.

9.4.1 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

10.0 TECHNICAL SPECIFICATION:

As enumerated in Special Conditions of Contract / Scope of Work / Attached Drawing / Details / Schedule of Rates

11.0 TESTS AND INSPECTION:

11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.

11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.

11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.

11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.

11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.

11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.

11.7 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

12.0 MEASUREMENT OF WORK:

12.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.

12.2 Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of the Engineer-in-Charge. In such cases payment will be made on actual measurements.

13.0 DEFECT LIABILITY PERIOD:

The defect liability period shall be as per “SCC-Part B”

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

14.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools and Tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.

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

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:
 - a) Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.

18.0 MISCELLANEOUS:

All obligations arising of labor deployment labor laws to meet the necessary statutory requirement would solely lie on the contractor. Contractor would be solely responsible for safety and security of manpower and materials.

19.0 SUBMISSION OF TENDER DOCUMENTS:

Over-writing should be avoided. Any overwriting or cutting should be signed by the bidder. All copies of tender documents along with drawings should be signed and submitted by the bidder.

20.0 SCHEDULE OF RATES:

20.1 The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.

20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

21.0 COMPENSATION FOR DELAY:

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 the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

31.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.

31.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.

31.6 The venue of arbitration shall be Guwahati.

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

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

32.0 JURISDICTION:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at GUWAHATI for the purpose of disputes, actions and proceedings arising out of the CONTRACT.

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

33.1 Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

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

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

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

34.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

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

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

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

35.0 SUB LETTING OF WORK:

No contractor shall sub let or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd., Company, Proprietorship firm etc without the prior written permission of BCPL. In case the contractor sub lets or assigns the contract in part or whole without the prior written permission of BCPL and any claim referred by any firm / individual to BCPL stating that the main contractor has not paid his or their dues/ payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub contractor/ individual/

vendor (s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub contractor jointly submits a joint written settlement to BCPL.

36.0AFFIDAVIT:

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

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

- A) The Contractor shall have his own PF code no. with the RPFC as required under EPF Misc. Provisions Act, 1952.
- B) The Contractors shall periodically submit the proof of depositing PF contribution with RPFC.
- C) The Contractor is responsible for obtaining the labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the Office of ALC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- D) The Contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
- E) The Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, , the payment of Wages Act, 1936, the Workmen Compensation Act, 2010 and other relevant Acts, Rules and Regulations enforced from time to time.
- F) The Contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- G) The Contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- H) The Contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- I) The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- J) The Contractor is required to maintain registers and records as required under different laws.
- K) The Contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the work place and injury sustained out of and in course of and out of employment in respect of personnel deployed by the contractor as per Workmen’s Compensation Act, 1923 and rules framed there under.
- L) The Vendor shall take care of the health insurance of all their employees and workmen deputed for this work.
- M) The party will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.

COMPLIANCE TO STATUTORY AND LEGAL REGULATIONS.

- 1. The Contractor/contracting firm shall obtain comprehensive insurance policy (CAR policy) covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner/BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
- 2. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation through Employee Compensation policy, insurance amount etc. to the person injured/ next kith and kin of the deceased. Contractor shall indemnify BCPL from all such liabilities.

3. The Contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The Contractor/contracting firm shall get examined his employees/workers through a Government Doctor before deployment.
4. No worker of Contractor/contracting firm and Contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the Contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
5. The Contractor/contracting firm shall indemnify BCPL against all claims, demands actions, cost and charges etc. brought by any Court, Competent Authority/Statutory Authorities against any act or acts of the Contractor/contracting firm or his workers.
6. The Contractor should get the police verification done; of the character and antecedents of workers/manpower to be deployed in the BCPL premises, from the place of present residence/domicile. In case, any worker is found having criminal record, he shall have to be replaced immediately without assigning any reasons.
7. The persons to be deployed should be on rolls of the Contractor/contracting firm.
8. The Contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The Contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
9. The supervision of the personnel shall be done by the Contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to Engineer-In-Charge at the time of commencement of contract.
10. The Contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
11. The Contractor shall be required to furnish proof/copies of forms/returns as per the check-list attached here to every month along with the monthly bills to the Engineer-In-Charge. The checklist is indicative for monthly bills only and the other forms/returns as required under various acts shall be required to be filed/maintained by the Contractor himself regularly.
12. The Contractor(s) are required to submit copies of Electronic Challan cum Return (ECR)/Electronic challan along with online uploaded list of contract workers/members/subscribers for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in BCPL while submitting monthly bills.
13. No contract worker/manpower/labour below the age of 18 years shall be deployed on work at BCPL site.
14. While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated the contractor shall indemnify BCPL for any action brought against him for violation, non compliance of any Act rules and regulations of center/state/local statutory authorities.
15. The Contractor and the manpower/workers deployed by him, have to strictly comply and adhere to the fire prevention/protection, safety rules, regulations and policies of BCPL in force from time to time.
16. No accommodation will be provided to the Contractor/contracting firm by BCPL.

SPECIAL CONDITIONS OF CONTRACT [SCC]**SCC: Part -B**

SUBJECT : HIRING OF SERVICES FOR PROVIDING SECURITY CARETAKING AND LOSS PREVENTION SERVICES FOR BCPL FOR A PERIOD OF TWO YAERS AND EXTENDABLE FOR A FURTHER PERIOD OF ONE YEAR OR PART THEREOF ON THE SAME RATE AND TERMS AND CONDITIONS

1. DEFINITION OF TERMS:

In this contract document, unless the context otherwise requires all the words and expressions shall have the same meaning as respectively assigned to them as below:

(a) General Description : PROVIDING OF SECURITY CARE TAKING AND LOSS

of Work PREVENTION SERVICES.

(b) Time Period :

INITIALLY FOR A PERIOD OF TWO YEAR AND CAN BE EXTENDED BY ANOTHER YEAR DEPENDING UPON THE PERFORMANCE AND ON SOLE DISCRETION OF BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

(c) The ‘Company’ shall mean BRAHMAPUTRA CRACKER AND POLYMER LIMITED (BCPL), incorporated under the Companies Act, 1956 and having its registered office at Hotel Brahmaputra Ashoka, M G Road, Guwahati (Assam).

(d) The ‘Contractor’ shall mean the person or persons, firm or company who has agreed to provide the services as mentioned herein to the Company and includes the contractor’s legal representatives, his successors and permitted assignees.

(e) Security In charge shall mean the person designated as such by the Company and expressly authorized by the Company to act for and on its behalf. Engineer In charge shall mean the person designated as such by the Company and expressly authorized by the Company to act for and on its behalf.

(f) The ‘Contract’ shall mean this agreement and all other related documents between the company and the contractor for providing the services herein mentioned.

2. The contractor hereby confirms that he has already inspected the work sites, has clearly assessed the nature and extent of work and conditions under which it will be carried out.

3. The pattern and items of uniform to be issued to the security caretakers is attached at Annexure “A”.
4. **Only Service Charges shall be quoted in Part III C in words and figures.** No amendments will be made in the schedule of rates given at **Part III ‘C’**.
5. Contractor should produce necessary EPF code before commencement of work. 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.
6. The contractor hereby agrees to provide caretakers/ supervisors all materials required for carrying out the job indicated in the schedule of works (Part III A , B & C) and registers, cells, uniform, baton/lathi, waterproof clothing etc. All necessary supervision to carry out the work set down in the Schedule of Work which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with Specific instructions given in Part-III (A) of this contract and Special conditions of contract.
7. The contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.
8. The rates agreed shall remain firm till the expiry of the contract and the contractor shall not be entitled to any increase or revision (except statutory or otherwise) or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any undertaking or promise given or alleged to have been given by any employee of the company or due to contractor’s own ignorance or on account of any difficulties or hardship faced by him. His rates as such are all inclusive.
9. All the persons engaged by the contractor shall be on his payroll and be paid by him and hold the owner i.e. BCPL harmless from any liability or penalty in this regard. All payments with regard to the payment of wages/salaries are to be made through E- Banking / ATM/ Electronic means and in presence of a representative of BCPL, if felt necessary.
10. The period of contract shall be initially for a period of Two years from the date of issue of letter of intent / Work Order, extendable for a further period of one year or part thereof on the same rates and conditions depending upon the performance with a provision of One month notice for termination of contract on sole discretion of the BCPL.
11. Neither part of contract nor any share of interest therein shall in any manner or degree, be transferred/assigned or sublet by the contractor directly or indirectly to any person firm or corporation, whatsoever.
12. BCPL has the right to alter the scope of the services in quantum as per the exigency of work. The contractor shall accordingly provide service as may be required by Security In charge on giving a notice of reasonable time.

QUALITIES / SPECIFICATIONS REQUIRED FOR GUARDS

13. a) All guards deployed by the contractor should be Ex-servicemen and not below Medical category ‘B’ and Character not below ‘Very Good who have served in the Army/Navy/Air force and have unblemished record of service besides being mentally and physically fit. The personnel thus deployed should be trained in first aid and fire fighting and should be fully conversant with various fire fighting equipments, their use and proper maintenance. If the date of discharge is more than Two (02) years from the date of deployment in BCPL their medical fitness certificate and Police verification will be carried out by the agency at no additional cost to BCPL prior to their deployment. All gunman placed should be in possession of valid license / All India license. All the weapons are to be in serviceable condition and as and when desired the guard should be able to fire. All ammunition should be within the expiry period. The

contractor will submit the report on maintenance of individual weapon quarterly and a certificate from the guards on practice firing carried out yearly. The format for submitting the report on maintenance of weapons will be as follows:-

S No	Name of guard	Type of weapon / make	Weapon number	Date on which maintainace carried out

Sign of contractor

b) - The following will be the ranks for Security Supervisors-

Nb Sub / Sub or equivalent of Navy/ Air force.

All the above categories of officers are required to be medically fit and character unblemished, proof of the same to be submitted. BCPL, will have the sole discretion of choosing / deploying the security Supervisors as per its requirements.

*** BCPL will have the sole discretion of choosing / deploying the Security Supervisors as per its requirements.**

c) All the Ex-serviceman to be deployed will not be more than prescribed age which is 60 years. However annual medical report shall be submitted by the agency in respect of security personnel after attaining the age of 58 years to ascertain their fitness and medical condition for retention.

d) Contractor shall be responsible for the proper behavior of the persons employed by him and shall exercise control over them. He shall also be bound to prohibit and prevent his employees from taking any direct or indirect interest and/or support, assist, maintain or help any person or persons engaged in any way, be detrimental or prejudicial to the interest of the company or of the properties or occupiers of land/properties in the neighborhood. In the event of any such action by his person or persons, contractor shall be fully and exclusively responsible thereof and shall keep the company harmless and indemnified from any consequential claims, action, suits, proceedings losses or damages on any ground, whatsoever. The contractor will be responsible for the character verification of persons employed by him.

e) All employees of the contractor entering in work premises shall be properly and neatly dressed in uniform and shall be in possession of Identity Cards while working on premises of company including work site.

f) In case the service provided by the Contractor through its employees is not up to the contractual obligation, the contractor should take appropriate steps to provide service through other person within 24 hours of receiving any unsatisfactory report from the Engineer Incharge / Officer In charge.

g) In case of emergency when called upon the contractor will be present at the site of incident for coordination, along with his representative and if asked for should be able to provide additional manpower.

h) The contractors will ensure that the duties are performed as per systems and documents maintained as per formats as given by the EIC.

i) The contractor shall open and maintain an office locally. Office shall remain open through out the day with communication and transport facility to receive instructions, notice or other communications in order to execute the contract. The details of the office address, contact number and all other relevant details will be submitted by the Contractor to EIC before commencement of work. The above Establishment will be part of Contractor's establishment."

j) The contractor will get the guard for verification with documents to the EIC before deploying and before replacing / removing a deployed guard the contractor will seek the consent of EIC.

14. Any failure on the part of the company at any time to enforce the strict observance of the performance of any of the terms and conditions of the contract or non-exercise of any right mentioned in the contract shall not constitute a waivers of such terms, conditions or rights and shall not affect or deprive the company to exercise the same at any later date.

15. BCPL reserves its right to split the contract at its own discretion depending upon the requirement.

15. COMMON CONDITIONS.

The bidder should have the capability of deploying the Security caretakers immediately on award of the contract and the agency should submit with proof the list of persons being deployed

- a) Payment to the agency will be made through E- Banking; the agency should have an account in ICICI Bank /HDFC / SBI where E-Banking can be done.
- b) The agency should deploy 100% Ex- Serviceman (Pensioners) for the job. However depending upon exigencies this may be relaxed to deploy Persons of para military forces at the sole discretions of BCPL
- c) The Contractor (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour Law legislations including labour license from the Competent Authority under the Contract Labour (Regulation & Abolition) Act, 1970.
- d) The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to BCPL and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration/inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of BCPL.
- e) The security agency should obtain and submit the License from the Issuing Authority within the stipulated time. The directives as per the **PSAR Act / relevant rule** will be strictly followed by the agency.
- f) The contractor shall ensure regular and effective supervision of the personnel deployed by him.
- g) The contractor shall open and maintain an office locally. Office shall remain open through out the day with communication and transport facility to receive instructions, notice or other communications in order to execute the contract. The details of the office address, contact number and all other relevant details will be submitted by the Contractor to EIC before commencement of work. The above Establishment will be part of Contractor's establishment."
- h) Contractor shall be required to obtain requisite labour license at his own cost from the appropriate Licensing Authority before undertaking contract work.

16. Antecedents Verification & Medical Certificate:

The contractor shall deploy the care taking and security personnel after getting their antecedents verified and after issuing them Photo Identity Cards. If their date of discharge is more than two years from the date of deployment in BCPL, their medical fitness certificate and Police verification will be carried out by contractor at no additional cost to BCPL and prior to their deployment. All the personnel's deployed will be medically fit which in turn means physically and mentally fit without any disease / complaint of night blindness, back problem, arthritis etc. Engineer Incharge will have the sole discretion of terming a guard / supervisor / Security officer medically fit / unfit for deployment.

17. Medical Check up.

Yearly medical check up for his workmen will be carried out by the contractor for which no additional cost will be paid by BCPL.

18. Security Deposits:

The successful contractor will be required to deposit security deposit / Contract Performance Guarantee in acceptable format as detailed in the GCC enclosed (**@ 7.5% of one year contract value**, which will be released after 3 months from the completion of work in all respect. The CPG will be encashed in case the contractor fails to fulfill the contractual obligations as stated in GCC. Moreover if the contractor fails to deploy the required manpower within the mobilization period / fails to discharge the contractual obligations/ shown inability / backs out from the contract/ defaults in statutory payments / obligations/ defaults in making payment of wages to the guards the Security Deposit will be forfeited.

19. Penalty/Termination

The Security In charge shall have power to impose penalty as follows:-

- a) Guard not alert @ 1st instance Rs 300/-, 2nd Rs 500, 3rd Rs700/- and thereafter guard to be changed.
- b) Guard sleeping @ 1st instance Rs 500/-, 2nd Rs 800, 3rd Rs1000/- and thereafter guard to be changed.
- c) Improperly dressed @ 1st instance Rs 200/-, 2nd Rs 300, 3rd Rs500/- and thereafter guard to be changed.
- d) Post vacant @ 01month salary of One person from the monthly bill of the contractor.
- e) Theft / losses – Joint investigation will be carried out by EIC and the contractor and the cost of the item will be deducted from the bill.
- f) Leave relief not placed – The agency has to deploy 100% leave relief. First month a notice will be served for not placing relievers and the amount of 1/6 will not be released for the number of relievers not placed likewise for the second month and the third month followed by final termination notice.
- g) Salary not disbursed before 07th of every month @ Rs1000/- from 08th of the month till the wages are paid in full.
- h) If mobilization not carried out within 10 days from LOA / date of deployment – EMD & Security deposit will be forfeited and contract terminated.
- i) Improper supervision and lack of command and control and improper response of the firm – All correspondence / letters will be counted for extension / termination of the contract.
- j) Statutory obligations i.e. PF deposition, Insurance not done etc if not being carried out / being fulfilled in time/ within the time frame @ Rs 2000/- first time and if not carried out in the next month cumulative, Rs 4000/- and so on thereafter.
- k) Improper response of the proprietor / unacceptable response of the contractor. Three warning letters / notice which will lead to termination.
- l) In case of the above instances occurring on repetition, BCPL has the right to terminate the contract.

m) This penalty is in addition to any other penalty Price Reduction Schedule Etc mentioned elsewhere in the tender.

20. In case any default for more than three days in respect of rendering the desired services, Management shall be at liberty to arrange services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.

Note * Any deductions made by the contractor from the guards salary will be in as per the existing labour law rules/ statutory rules after proper investigation and the report to be submitted to EIC.

21. a.) The company for reason whatsoever and of which the company shall be the sole judge, may terminate this contract by giving notice of 30 days and the contractor and his staff shall vacate the site/work place on the expiry of such notice period.

b.) In the event of such termination of the contract, the contractor shall be paid for all the work executed up to the period of termination including refund of Security deposit, subject to deduction of any dues, penalties, other recoveries etc., within a period of three months at the discretion of Security In charge.

22. Extension of contract:

Extension of contract will depend on the following criteria's of the agency / firms:-

- Command & control capabilities
- Response towards management's feedback and needs
- Manpower re-sourcing capabilities
- History of timely payment to their personnel
- Discipline & conduct of deployed personnel
- Training & briefing conducted.

23. The contractor shall be liable for making good all damages/losses arising out of theft, breaking, pilferage of stores, spares, office furniture, equipment, fittings and fixture whatsoever as may be caused directly or indirectly by the person engaged through him or otherwise.

24. In case any dispute arises in respect of interpretation or in terms of any particular clause/clauses of this contract, the decision of BCPL will be final and binding.

25. RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR / INDUSTRIAL LAWS:

- A. The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme 1995.
- B. The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948. Where ever ESI is not applicable the contractor has to take workmen compensation policy of appropriate value under WE Act (EC Act) BCPL shall reimburse the cost of policy and no ESI factor will be payable.
- C. The contractors shall submit the challans along with bank receipts/bank statement on monthly basis for the proof of depositing of PF contribution with RPFC and ESI contribution with ESIC.
- D. The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labor, Govt. of India, -----.
- E. The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Workman Compensation Act 1923, Employees' State Insurance Act 1948 and other relevant acts, rules and regulations enforced from time to time.

- F. The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him.
- 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. All personnel deployed by the contractor should be on the rolls of the contractor.
- I. The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- J. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhering to guidance, instruction whenever required.
- K. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from Security Dept for his employees.
- L. Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.
- M. While confirming 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 & regulation of center / state / local statutory authorities.
- N. All existing and amended safety / fire rules of BCPL are to be followed at the work site.
- O. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- P. In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- Q. The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation.
- R. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a civil govt. doctor.
- S. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner BCPL will terminate the contract immediately and may refer the case to police.
- T. The contractor hereby agrees to indemnify BCPL, harmless from all claims, demands, actions, cost and charges etc brought by any court, competent authority / statutory authorities against BCPL.
- U. Following documents shall be submitted by the Agency/contractor to Engineer In- Charge at various stages during the currency of the contract:

A. Immediately after issuance/receiving of Letter of Intent (LOI):

1. Application for issuance of Form –V for obtaining Labour License from Licensing Authority.
2. Copy of Labour License before commencement of work.
3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc...
4. Copies of Appointment Letters of persons to be engaged in BCPL by the contractor.
5. Copies of Identity Card issued by the contractor of persons to be engaged in BCPL.
6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
7. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC.(wherever applicable)
8. Copies of ESI Identity Card of persons to be engaged in BCPL or where ESI Act is not applicable, Copy of Insurance coverage under Employees Compensation Act, 1923.

B. During the time of signing of the contract:

- a. Original copy of Empanelment certificate(with photograph and signature of Proprietor / Directors)
- b. License of Operation / exemption, in the State of operation of the security ESM Corporation / Nigam./Agencies.
- c. All other documents as stipulated in the tender documents.

C. At the time of submission of monthly bills:

- a. Nominal roll of the persons deployed with names of relievers.
- b. Copy of wage register duly certified by authorized representative of the contractor and BCPL certifying as “Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on----- (date) at ----- (place)”.
- c. If wages are paid through bank, copy of bank statement duly certified by bank of previous month.
- d. Copy of Electronic Challans cum Return (ECR) for the proof of Provident Fund contribution deposit along with details of employees, PF account No., contributions of employee and employer etc.
- e. Copy of ESI contribution challans along with proof of deposit with bank/remittance slip of previous month along with details of employees, account No. contribution etc. (wherever applicable).
- f. Copy of Workmen compensation policy in lieu of Employees Act.1923 for all persons deployed where ESI Act is not applicable.
- g. List with sub codes / account Nos of PF of all persons deployed along with details of subscription.
- h. Monthly bank statement showing transfer of PF, ESI & salary .

D. Documents to be submitted on annual basis:

1. The contractor has to carry out responsibilities as envisaged in section 36B of PF and Misc provisions Act 1952 and submit copy of Annual Return in FORM 6A submitted to concerned Regional Provident Fund Commissioner.
2. Copies of Annual Statement of contribution in Form 3A distributed to persons engaged in BCPL.
3. Half yearly returns submitted to concerned Regional Labour Commissioner under Contract Labour (R&A) Act, 1970.

E. Registers are to be maintained by the contractor:

a. Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936:

During the currency of the contract, the contractor has to maintain registers like:

1. Muster Roll in FORM-XVIII
2. Register of workmen in FORM-XIII
3. Wage Register in FORM-XVII
4. Register of Deductions in FORM-XX
5. Register of Over time in FORM-XXIII
6. Register of Fines in FORM-XVI
7. Register of advances in FORM-XXII
8. Issuance and maintenance of Wage Slip in FORM XIX.
9. Issuance of valid Identity Card by the contractor IN FORM XIV.

b. Employee State Insurance Act,1948: : During the currency of the contract, the contractor has to maintain registers like:

1. Register of employees in FORM-6
2. Accident Book in FORM-11

Subject to extension of this act to BCPL.

F. At the time of closure of contract:

Final payment will be made only after satisfactory completion of the work / services. Contractor shall submit:-

i) Indemnity Bond of Rs 100/- duly notarized from Notary indemnifying BCPL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other payments. Performa Indemnity Bond is enclosed at Annexure-II.

ii) No dues from all workmen.

iii) A certificate from the local HR within 10 days of the expiry of contract to the effect that no case of non payment / under payment or PF related issues in respect to the workers of the contractor has been reported by the concerned authorities.

26. Company shall not be liable for or in respect of any damages or compensation for any injury or for any occupational disease peculiar to the employment to any person engaged through the contractor and the contractor shall keep the company indemnified thereof.

27. The contractor shall ensure that all persons are provided with the protective clothing like the helmet, gloves, safety shoes etc., as may be required from safety point of view and all his persons shall follow the instructions issued by the company from time to time in connection with safety and security. The contractor shall specify the items to be issued to the security caretakers indicating their periodicity. He shall also maintain proper records indicating the issue of the uniform items to security guards.

28. The following guidelines will be strictly implemented.

- Minimum wages and its components to be paid in full any deductions made from the guards to be mentioned in the wage slip.
- 100 % relievers will be placed; no guard will perform overtime duties.
- 8 hrs duty schedule will be ensured and leave / offs will be ensured.
- Monthly pay slip will be issued to guards with detailed component of wages and deducted portion of salary towards statutory deductions to be clearly indicated.
- Deductions from the guard / supervisor salary if any made by the contractor as penalty will be as per the labour rules / statutory rules.

29. Insurance & Liabilities:

The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold BCPL harmless for any liability or penalty which may be imposed by the Central, State or Local Authority also from all claims, suits or proceedings that may be brought against BCPL arising under growing out of or by reason of the work provided for by this contract whether brought by employee of the contractor, by third parties or any Central Government, State Government or Local Authority for the following Act(s) and Liability(s) :

- i) The Employees State Insurance Act 1948 or The Workmen Compensation Act 1923 whichever applicable for accident/injury to the workman engaged by him
- iii) Any other insurance required under law or regulations or by owners
- v) Damages to property or to any person or any third party

vi) The contractor shall take insurance under Workmen Compensation Act for all his workmen to be deployed for the work and submit a copy of the policy before commencement of work, if awarded.

vii) Inter-State Migrant Act etc.

viii) Where ever ESI hospital / coverage are not available, instructions / directions of BCPL/ EIC will be implemented by the contractor.

30. The contractor shall indemnify and keep the owner harmless of all claims, damages or compensation payable at law in respect or in consequence of any accident, or damages arising under or by reason of this agreement or execution of contract.

31. In case of accident, injury and death caused to the employee of the contract while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc, to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL for such liabilities.

32. Security agency /its personnel shall not divulge any employer information to anyone / any organization and respect client confidentiality. Breach of client confidentiality shall attract penalty at the discretion of BCPL based on the recommendations of EIC and may also result in termination of contract. Besides, action for putting the agency on “Holiday” or even blacklisting the same would be initiated as per extant procedure of BCPL.

33. The agency will give an undertaking to the PSU that in case of contract being awarded an office will be opened in the sponsored state.

34. Director / Proprietor/ authorized representative of the Corporation / Nigam /Agency will visit and meet the Security Incharge once in a month.

35. Representatives or persons holding “Power of Attorney” will not be accepted. Representatives of State ESM who has been duly authorized by the CMD of State ESM can only participate in the tender / only they can sign and submit tender documents. Subletting the contract is not permitted in any circumstances.

36. Mobilization period:

Within 10 days from placement of Order / FOI.

PART-III (B) SCOPE OF WORK

SPECIAL CONDITIONS OF CONTRACT FOR INSTALLATIONS

1. The contract is for 239 Number of security personnel. However, required qty may vary based on requirement. Out of the 239 personnel, there would be 05 Supervisors and 234 Security guards (36 Armed and 198 unarmed). Deployment of security guards will be on round-the-clock basis at the locations mentioned in the contract.
2. The deployment of manpower will be in phase wise manner on requirement basis and at the sole discretion of BCPL. At any stage of the contract period manpower requirement can be reduced at the sole discretion of BCPL, giving one month notice to the contractor.
3. The contractor shall engage trained, diligent, experienced, intelligent and hard working ex-servicemen guards. Training will be carried out as per DGR guidelines; the contractor shall make all provisions for the conduct of training for the caretakers with no additional cost to BCPL at a centralized place.
4. The company shall have the powers to issue necessary instructions concerning discipline, decorum, work performance, safety etc., to the persons engaged through the contractor and the persons engaged shall comply with all such instructions strictly.
5. No other payment will be payable other than schedule of payment to the contractor. The payment for rest days, holidays, Sundays, National holidays will be paid by the contractor as per labour rules / DGR guidelines.
6. The quoted rates shall be considered as per DGR guidelines/relevant labour laws except Service Charge(L-1,maximum of 14%).
7. Income Tax shall be deducted at source from contractor's monthly bill/bills as per Income Tax under Section 194-C. Income Tax Deductions Certificate shall be issued to the contractor.
8. The management reserves the right to award the contract to one party or to more than one party.
9. The Contractor will open an office locally at Dibrugarh with communication facilities. The Contractor should meet the EIC monthly as per guidelines and visit the Installations.
10. Uniforms will be provided by the contractor as specified to the caretakers and the condition of the uniform should be presentable. **(Refer Annexure' A')**
11. The contractor will issue and ensure Employment letter, Pay slip, PF code, ESI card etc to the deployed manpower as per statutory guidelines. Leave and relievers will be ensured 100%.
12. A copy of all reports and returns to the Statutory authorities will be forwarded to the EIC by the contractor.
13. The contractors will ensure that the duties are performed as per systems and documents maintained as directed by the EIC.
14. The contractor must be able to provide and cater for extra manpower as and when asked for additional duties during exigencies, wages will be paid as per daily minimum wages of SOR.
15. Regarding security of assets, the contractor shall take charge of all the properties of the Company like furniture, fixtures, telephone instruments, computers, generators, Fire extinguishers, Air Conditioners and all other machines and appliances – room-wise and floor-wise including safe keeping of office keys. Inventories shall be signed by the contractor and representative(s) of the Company. The Contractor shall

indemnify the Company for the thefts/losses of any of the said property.

AGREEMENT

1. Contractor shall execute an agreement in prescribed Performa on non-judicial stamp paper of Rs.100/- within 10 days on receipt of work order. The cost of stamp paper shall be borne by the contractor.
2. Contractor shall maintain proper records of his employee's attendance and payments made to them and furnish one copy of such records to the company.
3. Round the clock services would be provided by the contractor at all the locations.
4. All liability towards over time or extra payment for any person engaged for more than normal working hours shall be borne by the contractor as per DGR guidelines/relevant labour laws. The Security Incharge or his representative on his own accord can change the timings/spread over without assigning any reason.
5. At the appointed date, place and hour, the contractor shall provide services as stated in Part-III (A).
6. Contractor shall issue an identity card to each person who shall wear at the time of providing service and produce it on demand.
7. Contractor shall be directly and exclusively responsible for any liability arising due to any difference or dispute between him and his employees.
8. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but within obligation to do so) make such payments, as it may consider necessary for smooth working.
9. The contractor shall at his own cost extend insurance coverage to all his employees as may be required under relevant acts.
10. The company shall not provide any medical assistance or transportation of persons to work site or back shall have no other liability whatsoever except as expressly provide under the contract.
11. The contractor shall provide at his own cost safety equipment/materials to persons engaged in care taking and up-keeping of installations. All the safety rules and regulations will be observed by the persons engaged under this contract.
12. Company shall / shall not provide any facilities such as living accommodation/huts/sanitary cabin etc., at Township/Work site.
13. The contractor shall submit monthly bill for security guards supported by all relevant documents as per Labour Acts to Security In-charge/EIC during the first week of following months. The payment of the same may be released within 15 days after receipt and verification of the same.
14. If contractor fails to provide required number of persons for duties or his employees fail to make themselves present for duties or during checks they were found to be absent, penalty will be levied.
15. The CPG will be en-cashed in case the contractor fails to fulfill the contractual obligations as stated in GCC. Moreover if the contractor fails to deploy the required manpower within the mobilization period / fails to discharge the contractual obligations/ shown inability / backs out from the contract/ defaults in statutory payments / obligations/ defaults in making payment of wages to the guards the Security Deposit will be forfeited.

16. BCPL will not provide any transport to the supervisors. The agency will make its own arrangements for its representative to carry out fortnightly check, surprise checks etc. The agencies authorized representative will be required to accompany the Security Incharge for checking of the Installations whenever called for in company provided vehicle. In case of emergency if the authorized representative is asked to visit any installation apart from the normal routine vehicle will be provided.

17. The contractor will make good liaison with the local police authorities and statutory authorities.

18. The guard on duty at each installation shall keep with them all important telephone numbers like nearest police station, nearest Fire Station, numbers of concerned BCPL employees, Control Room, OIC office/residence telephone numbers, Security control room numbers, addresses so that they could inform and contact in case of any emergency.

Specific Responsibilities: The contractor shall be responsible generally for the following care-taking duties:

- i) Regarding security of assets, the contractor shall take charge of all the properties of the Company like furnishers, fixtures, telephone instruments, computers, typewriters, duplicating machines, generators, Fire extinguishers, Air Conditioners and all other machines and appliances – room-wise and floor-wise, Inventories shall be signed by the contractor and representative(s) of the Company. The Contractor shall indemnify the Company for the thefts/losses of any of the said property.
- ii) Guarding the entry and exit points of the office premises, control the movement of the visitors as per guide lines issued by the BCPL.
- iii) To check the incoming and outgoing goods/property against proper gate pass duly authorized by in-charges of the different departments (list of such authorized persons will be given by the Company).
- iv) The care-taking personnel before and after working hours will do the locking and unlocking of the doors and rooms of the building.
- v) To ensure proper and economical use of electricity and water by switching off switches/taps wherever required.
- vi) To report to officers concerned in the Security Department of any irregularity observed and give suggestions for improvement of the security/care-taking systems in the best interest of the Company.
- vii) To investigate accidents, cases of theft and any such activities which are prejudicial to the Company's interest.
- viii) Any other care-taking arrangements of the Company to be assigned from time to time and place to place.
- ix) Above duties are illustrative and not exhaustive. Contract personnel may be asked to perform additional duties not mentioned here in above.
- x) The parking area will also be managed and an account of incoming vehicle and its outgoing time will be maintained along with the list and details of vehicles and passes issued.
- xi) Guards should be polite but firm, Visitors will be treated with dignity.

Annexure “A”

The specifications of the uniform are as follows (colour may vary as per rule): –

Items	Summer	Winter	Ceremonial
Shirt: Steel-gray	Half sleeve, Terry cotton	Full sleeve (cots wool)	Great coat for guard on duty in winter.
Trouser: Black	Terry cotton	Woolen	As per season with white spates
Cap	Black barrette	Black barrette	Black Peak cap with gold braid
Belt with wooden batten	Black, Web / Nylon	Black, Web / Nylon	Black cross-belt- leather, on cummerbund & hand gloves
Shoes / socks	Black leather / nylon	Black leather / nylon	Black leather / nylon with white spates / Anklets
Lanyard	Black on right side	Black on right side	Black on right side
Company's logo / name of suitable size & design	on left sleeve / above left chest pocket	on left sleeve / above left chest pocket	on left sleeve / above left chest pocket
Shoulder title, cap & belt badges	Steel / white metal with Company's name & logo or "SECURITY" name & design	Steel / white metal with Company's name & logo or "SECURITY" name & design	Steel / white metal with Company's name & logo or "SECURITY" name & design
Scarf, cummerbund and sash	-	-	As given in picture
Raincoat & Gum shoe	-	-	For guard on duty.
Individual Name Plate	Display on right side of chest	Display on right side of chest	Display on right side of chest



SECTION-V

SCHEDULE OF RATES

Un-priced SOR

**BIDDER NEED TO MENTION AS
“QUOTED” ONLY IN
BLOCK/ROW A IN
UN-PRICED SOR**

SCHEDULE OF RATE (SOR) – UN- PRICED

Tender Number : BCPL/DIB/C&P/SER/20140119/AJD

SUBJECT:HIRING OF SERVICES FOR PROVIDING SECURITY CARETAKING AND LOSS PREVENTION SERVICES FOR BCPL FOR A PERIOD OF TWO YAERS AND EXTENDABLE FOR A FURTHER PERIOD OF ONE YEAR.

SL NO	DESCRIPTION	SECURITY GUARD (WITHOUT ARM)	SECURITY GUARD(WIH ARMS)	SUPERVISOR
1.0	Minimum Wage(Basic+VDA)	6266.00	7566.00	8333.78
	ESI-4.75% of minimum wage (Where ever ESI is not applicable the contractor has to take workmen compensation policy of appropriate value under WC act(EC Act),BCPL shall reimburse the cost of policy and no ESI factor will be payable.	297.64	359.39	395.85
2.0	EPF(Employees Provident Fund)-12% of minimum wage	751.92	907.92	1000.05
3.0	EDLI (Employees Deposit linked Insurance)-0.5% of minimum wage	31.33	37.83	41.67
4.0	Administrative charges -1.11% of minimum wage	69.55	83.98	92.50
5.0	HRA (10% of Minimum wage)	626.60	756.60	833.38
6.0	ESI on HRA (4.75% of HRA)	29.76	35.94	39.59
7.0	Bonus @8.33 % of Rs 3500	291.55	291.55	291.55
8.0	Uniform outfit Allowance-5% of minimum wage	313.30	378.30	416.69
9.0	Uniform washing allowance (3% of minimum wage)	187.98	226.98	250.01
10.0	Field duty allowance @25% of minimum wage	1566.50	1891.50	2083.45
11.0	Sub total	10432.13	12535.99	13778.52
12.0	Relieving Charges (1/6th of subtotal)	1884.39	2198.46	2462.19
13.0	Total cost per head	12316.52	14734.45	16240.71
14.0	Service Charge (not more than 14%)on total cost per head			
15.0	Sum total (13.0 + 14.0)			
16.0	Service tax 12.36% of sum total			
17.0	Grand Total			

A. SERVICE CHARGE % AGE TO BE QUOTED (NOT TO BE QUOTED MORE THAN 14%) TO BE MENTIONED AS" QUOTED" ONLY IN THIS ROW

% IN FIG

% IN WORDS

Note

1.0 Service charges not to be quoted more than 14% .Agencies quoting above 14% their bid would be cancelled.

2.0 DGR wages structure is shown above as per DGR Notification no.2112/SA/MINIMUM WAGES/EMP dtd 17.10.2013 for Area C. Wages will be revised as and when revised by DGR from time to time.

3.0 Evaluation methology is defined in clause no.3.2&3.3 of Tender .

4.0 Service tax amount will be paid on submission of proper cenvatable Invoice as per S ervice Tax Rules in vogue in India.

Name of authorized person submitting the tender on behalf of the Bidder(s):	
Designation of authorized person:	
Name of firm/Contractor:	
Date:	

PRICED SOR

TENDER NO: BCPL/DIB/C&P/SER/20140119/AJD

HIRING OF SERVICES FOR PROVIDING SECURITY CARETAKING AND LOSS PREVENTION SERVICES FOR BCPL FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR A FURTHER PERIOD OF ONE YEAR.

**BIDDER NEED TO “FILL UP”
ONLY IN BLOCK/ROW A
IN PRICED SOR**

SCHEDULE OF RATE (SOR) - PRICED

Tender Number : BCPL/DIB/C&P/SER/20140119/AJD

SUBJECT:HIRING OF SERVICES FOR PROVIDING SECURITY CARETAKING AND LOSS PREVENTION SERVICES FOR BCPL FOR A PERIOD OF TWO YAERS AND EXTENDABLE FOR A FURTHER PERIOD OF ONE YEAR.

SL NO	DESCRIPTION	SECURITY GUARD (WITHOUT ARM)	SECURITY GUARD(WIH ARMS)	SUPERVISOR
1.0	Minimum Wage(Basic+VDA)	6266.00	7566.00	8333.78
	ESI-4.75% of minimum wage (Where ever ESI is not applicable the contractor has to take workmen compensation policy of appropriate value under WC act(EC Act),BCPL shall reimburse the cost of policy and no ESI factor will be payable.	297.64	359.39	395.85
2.0	EPF(Employees Provident Fund)-12% of minimum wage	751.92	907.92	1000.05
3.0	EDLI (Employees Deposit linked Insurance)-0.5% of minimum wage	31.33	37.83	41.67
4.0	Administrative charges -1.11% of minimum wage	69.55	83.98	92.50
5.0	HRA (10% of Minimum wage)	626.60	756.60	833.38
6.0	ESI on HRA (4.75% of HRA)	29.76	35.94	39.59
7.0	Bonus @8.33 % of Rs 3500	291.55	291.55	291.55
8.0	Uniform outfit Allowance-5% of minimum wage	313.30	378.30	416.69
9.0	Uniform washing allowance (3% of minimum wage)	187.98	226.98	250.01
10.0	Field duty allowance @25% of minimum wage	1566.50	1891.50	2083.45
11.0	Sub total	10432.13	12535.99	13778.52
12.0	Relieving Charges (1/6th of subtotal)	1884.39	2198.46	2462.19
13.0	Total cost per head	12316.52	14734.45	16240.71
14.0	Service Charge (not more than 14%)on total cost per head	--	--	--
15.0	Sum total (13.0 + 14.0)	--	--	--
16.0	Service tax 12.36% of sum total	--	--	--
17.0	Grand Total	--	--	--

A. SERVICE CHARGE % AGE TO BE QUOTED (NOT TO BE QUOTED MORE THAN 14%)

_____ % IN FIG

_____ %
IN WORDS

Note :

1.0 Service charges not to be quoted more than 14% .Agencies quoting above 14% their bid would be cancelled.

2.0 DGR wages structure is shown above as per DGR Notification no.2112/SA/MINIMUM WAGES/EMP dtd 17.10.2013 for Area C. Wages will be revised as and when revised by DGR from time to time.

3.0 Evaluation methology is defined in clause no.3.2 & 3.3of Tender .

4.0 Service tax amount will be paid on submission of proper cenvatable Invoice as per Service Tax Rules in vogue in India.

Name of authorized person submitting the tender on behalf of the Bidder(s):	
Designation of authorized person:	
Name of firm/Contractor:	
Date:	

GENERAL CONDITIONS OF CONTRACT
(ATTACHED SEPARATELY)