



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150210/AS

Date: 04.12.2015

To,

**BID DOCUMENT FOR HIRING OF SERVICES FOR MATERIAL HANDLING
AT BCPL LAKWA FOR A PERIOD OF ONE YEAR.**

LIMITED DOMESTIC COMPETITIVE BIDDING

Contact Person:

AVANTI SHARMA

Senior Officer (Contracts and Procurement)

Brahmaputra Cracker and Polymer Limited

(A Government of India Enterprise)

Lepetkata, Assam

Ph no-0373-2914609/635

Email-avanti@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)

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SECTION IA

REQUEST FOR QUOTATION (RFQ)

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 systems for Hiring of Material Handling Contract at BCPL Lakwa for a period of one (01) year as detailed below in complete accordance with enclosed tender document:

1) SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20150210/AS
1.2.3	Bid documents available on Website & BCPL office	From 17.00hrs on 04/12/2015 on www.bcplonline.co.in and www.gaintenders.in & CPP portal
1.2.3	Delivery schedule/Period of Contract	REFER SPECIAL CONDITION OF CONTRACT of SECTION III of tender
1.2.4	Pre-Bid Meeting	11.12.2015 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	22/12/2015 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un – priced bid at BCPL, Lepetkata	22/12/2015 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working day)
1.2.7	Place of submission of bid	C&P DEPARTMENT 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)	Rs 26,000.00 (Rupees Twenty Six Thousand Only)
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value in form of Bank Demand Draft or Bank Guarantee .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with

		NSIC under single point registration scheme and PSU/Govt Departments.
1.2.10	Venue for Opening of Un-priced bids	CONTRACT & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	AVANTI SHARMA <i>Senior Officer (Contracts and Procurement)</i> Email-avanti@bcplindia.co.in Ph no-0373-2914609/635

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

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

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

- i) EMD/Bid security.
- ii) Power of Attorney.

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

- i) Tender Fee/bid document fee: (Non-refundable): **NOT APPLICABLE IN THIS TENDER**

Bidders are required to submit the DD (tender fee, if applicable) along with 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) EMD/Bid security.
- iii) Power of Attorney.

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

2) EARNEST MONEY DEPOSIT/BID SECURITY

[Refer clause no. 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) BIDDER’S ELIGIBILITY CRITERIA:

3.1 Technical BEC:

- i) The bidder must have experience of providing similar type of material handling services in process plant viz LLDPE-HDPE/Polypropylene plant/Petroleum refinery/Fertilizer plant/LPG plant/Gas Processing plant/Any reputed private limited company and must have completed/executed at least one single order/contract of value not less than Rs 5.8 lacs (including all taxes and duties and excluding service tax) in preceding seven years prior to techno-commercial bid opening date.
- ii) Bidder must submit the following documents in support of meeting the experience criteria during the preceding 07 years as detailed above.
 - a) Copies of Work Order /Service orders issued by client/authorized consultant of client, duly certified by Notary Public with legible stamp. Copy of work order must indicate reference no. of work order/ date, scope of work, SOR items, contract value & contract period.

- b) Completion/Execution Certificate in respect of work/service order mentioned duly certified by Notary Public with legible stamp. The completion certificate/Execution certificate /Client certificate must clearly indicate the following
- i) Full address of Client/authorized consultant /officer issuing certificate.
 - ii) Reference of relevant work order
 - iii) Actual value of executed work
 - iv) Date of actual completion, successful execution of works.

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

- i) The bidders must submit the completion certificate issued by end user / owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work / supply in all aspect. However, in case of tenders for annual rate contracts/ maintenance contracts, where the bidder is executing a rate / maintenance contract which is still running and the contract value /quantity executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value / quantity mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate issued by the end user / owner / authorized consultant.
- ii) However, Bids of Joint Venture/Consortium not acceptable.
- iii) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- iv) Experience acquired by a bidder as a sub-contractor shall not be considered as experience towards meeting BEC criteria.
- v) The cut-off date for meeting the technical criteria of BEC of the tender shall be the due date for submission of bids.

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

3.4 Financial BEC: (Not Applicable)

Note to BEC (for strict compliance):

- a) Bidders must furnish all relevant documents/information in support of their credentials to the above eligibility criteria along with the offer, failing which their offer shall be summarily rejected.
- b) Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reason.

3.5 BID EVALUATION METHODOLOGY

1.5.1 Bids would be evaluated on techno-commercially accepted overall lowest quoted bid basis.

Non-Compliance to above BEC shall hold the bid liable for rejection.

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

- Copies of all the relevant documents viz. Work Order(s), Execution/completion Certificate(s), Copy (ies) of partnership deed (in case of partnership firm) and power of attorney.
- Copy of P. F. certificate.(if any)
- Copy of sales tax registration certificate
- Copy of service tax registration certificate
- Copy of PAN Card.

Non-submission of the attested copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection

An undertaking (by the bidders who quotes by down loading the tender from web site) stating that "The contents of the Tender Document have not been modified or altered by M/s (Name of the bidder with complete address) In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s (Name of the bidder) shall be liable for rejection.

4) EARNEST MONEY DEPOSIT / BID SECURITY:

Rs. 26,000/- (Rupees Twenty Six Thousand Only). For details refer point no. 6 of General Condition of Contract -SECTION IV of tender

In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall be treated as non responsive & shall be rejected.

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

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

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

5) PRE-BID MEETING:

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the **Format F7** of **SECTION IIB** of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. If the Pre-bid date happens to be a Holiday/Sunday, the next working day will be considered for pre-bid meeting.

6) PERIOD OF CONTRACT

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

7) VALIDITY PERIOD OF OFFER:

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

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

9) GENERAL

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

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

10) TERMS OF PAYMENT:

Please refer Special Condition of Contract of SECTION-III.

11) PRICE REDUCTION SCHEDULE: As per GCC.

12) 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.

13) 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.

14) 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.

15) 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.

16) REJECTION CRITERIA:

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

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

17) ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between NIT 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. SOR
- iii. Instruction to Bidders
- iv. Special conditions of contracts
- v. General conditions of contracts

- 18) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 “Acknowledgement Cum Consent Letter” attached in the tender along with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL will not seek confirmations / clarifications and any bid(s) not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents / confirmations strictly as per the check list enclosed in the tender document.

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

Yours faithfully,

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

AVANTI SHARMA
Senior Officer (Contracts and Procurement)
Brahmaputra Cracker and Polymer Limited
(A Government of India Enterprise)
Lepetkata, Assam
Ph no-0373-2914609/635
Email-avanti@bcplindia.co.in

(NOT APPLICABLE IN THIS TENDER) FORMAT-A

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm/:

Chartered Accountant

Date:

Designation:

Seal:

Membership no.

[Signature of Authorized Signatory]

Name:

INSTRUCTIONS:

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

SECTION IB
CUT-OUT SLIP

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150210/AS

ITEM: BID DOCUMENT FOR HIRING OF SERVICES FOR MATERIAL HANDLING AT BCPL LAKWA FOR A PERIOD OF ONE YEAR

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 22/12/2015

Date and time for opening of bids: 15.00 hrs (IST) on 22/12/2015

From:

to:

	CONTRACT AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609/635
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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Date and time for opening of bids: 15.00 hrs (IST) on 22/12/2015

From:

to:

	CONTRACT AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-291463609/635
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

Section-IIA

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

Please refer clause 3.0 of NIT.

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

Service Tax is payable extra on submission of proper cenvatable invoice as per Service Tax Rules. Present Rate of applicable Service Tax is 14%.

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. Notice Inviting Tender(NIT)

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 Notice Inviting Tender(NIT) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.

9. Clarification of Bidding Document

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

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

(a) The bid prepared by the bidder shall comprise the following components:

(b) Envelope -I: Super scribing Techno-Commercial Un priced Bids (PART-I)

Part-I: Techno-commercial/Un-priced Bid, Original EMD and shall contain the following:

ii) Covering Letter as per format "Submission of tender" enclosed with GCC

iii) Bidder's general details/information as per format F-1.

iv) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.

v) A Bid Form as per format F-2.

vi) Copies of documents as required in F-3

vii) A confirmation that prices in requisite formats, strictly complying with the requirement, are in envelope number II "Price Bid".

viii) Documents establishing the eligibility and conformity to the Bid Documents services, which the bidder proposes to provide.

ix) Bid security in accordance with Clause no 5 of NIT& Clause 12 of ITB to be furnished either in the form of Banker's cheque / Bank Draft payable to BCPL at Lepetkata / Bank Guarantee as per format F-4/ Letter of Credit as per format.

x) F 10, Declaration.

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 be 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 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 (NIT).

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

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

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

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

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

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

16.7 The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity.
- b) in the case of a successful bidder, if the bidder fails:
 - i) to accept the Notification of Award/Fax of Intent (FOI) or
 - ii) to furnish Contract Performance Security in accordance with Clause-40.
 - iii) to accept arithmetical corrections.

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

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

17. Pre-Bid Meeting

Refer Clause no 5 of NIT --SECTION IA of tender document.

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/ Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

20. E-Payment

All payment would be made by BCPL including refund of EMD submitted in the form of DD. Accordingly, e-payment format for RTGS format needs to be submitted by bidder.

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 NIT not later than the date and time stipulated in the NIT.

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 NIT 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 NIT 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 NIT. 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 excluding service tax.

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

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

40. Contract Performance Security

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

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

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

41. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

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

A.2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

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

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

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

A.9 "Investigating Agency" shall mean any department or unit of GAIL/BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the GAIL/BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years. In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

D.3.2.3after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/mis-appropriation of facts conducted in the same tender/other tender where errant

agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

D.3.4 The bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL or the Ministry of Chemical and Fertilizer and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

F.2 Appellate Authority (Appellate Authority shall mean committee consisting of Director Finance and Managing Director of BCPL)would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

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

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

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.

43. Errant Bidder

In case after price bid opening the lowest evaluated bidder (L1) 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 bidder & such bidder shall be debarred from participation in re-tendering of the same job(s)/item(s).

44. PUBLIC PROCUREMENT POLICY (PPP), 2012

Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services (not applicable for Works Contracts) from Micro and Small Enterprises (MSEs) by all Central Ministries/ Departments/ PSUs for promotion and development of Micro and Small Enterprises AND accordingly Bid submitted by MSEs shall be processed as under :

i) Issue of Tender Documents to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD/Bid Security.

iii)DELETED

iv)In case tendered item is non-splittable or non-dividable, MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.(this tendered service is non-split table)

v)The MSEs owned by SC/ST entrepreneurs shall mean:

a)In case of Proprietary MSE, Proprietor(s) shall be SC/ST

b)In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.

c)In case of Private Limited Companies, at least 51% share is held by SC/ST. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.

vi)In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

a)Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium.

b)If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

ix)In accordance with the provisions of the said Policy, HOD (C&P) shall be the Nodal Officer for implementation of the Policy and for redressing grievances as notified vide Gazette of India No. 502 dated 26.03.2012.

x)If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission.

SMALL SCALE INDUSTRIES REGISTERED WITH NSIC UNDER ITS SINGLE POINT REGISTRATION SCHEME, SHALL BE EXEMPTED FROM SUBMISSION OF EMD PROVIDED THEY ARE REGISTERED FOR THE ITEMS THEY INTEND TO QUOTE AGAINST BCPL TENDER.

SECTION-IIB

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

- 1-1 Bidder Name: _____
- 1-2 Number of Years in Operation: _____
- 1-3 Address of Registered Office: _____
- City _____ District _____
- State _____ PIN/ZIP _____
- 1-4 Operation Address
 if different from above: _____
- City _____ District _____
- State _____ PIN/ZIP _____
- 1-5 Address where order
 Is to be placed/ issued: _____
- City _____ District _____
- State _____ PIN/ZIP _____
- 1-6 Telephone Number: _____
- (Country Code) (Area Code)(Telephone Number)
- 1-7 E-mail address: _____
- 1-8 Website: _____
- 1-9 Fax Number: _____
- 1-10 ISO Certification, if any { If yes, please furnish details}
- 1-11 Bid Currency _____
- 1-12 Place of dispatch _____
- 1-13 Whether Supplier / Manufacturer _____

Dealer/Trader/Contractor

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-19 Excise Registration number : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or not : _____

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

**To,
Dy. General Manager(C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +913732914611**

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 **Thre e** (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 fulfillment 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_____

(SIGNATUREOFWITNESS)

WITNESSNAME:

ADDRESS:

LIST OF ENCLOSURES

F3

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

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:	Yours faithfully,
Date:	(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:
Date:

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

BIDDER'S QUERIES FOR PRE-BID MEETING

To,
 Dy. General Manager(C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam (India)
 Phone: +91373291461

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 avanti@bcplindia.co.in before the 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 Commencement of Work	Scheduled Compo. Period	%Age Completion as on Date	Expected Date of Completion	Remarks

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

SEAL AND SIGNATURE OF BIDDER

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

To:

Brahmaputra Cracker & Polymer Ltd.
 “Admin 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.
“Administrative Building”, NH-37, P.O. Lepatkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We further confirm that, we have not been blacklisted or kept under holiday by any Public Sector Undertaking /Government Organization /GAIL (India) Limited/BCPL etc.

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

Place:

Date :

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

SENIOR OFFICER (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMIN BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914636

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.	
	a	Bid Security No. & Date	
	b	Value & validity	
	c	Name & address of Bank Issuing Bid Security	
9		Provide PAN number.	
10		Provide Service Tax Registration number.	
11		Provide Sales Tax (VAT / CST) Registration number.	
12		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
13		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format for all SOR item.	
14		Confirmation towards submission of duly signed and stamped copy of No	

		Deviation Confirmation as per F-6	
15		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.	
16		Confirmed that all terms and conditions of the tender are acceptable in totality	
17			
18		Bidder's name and address	
19		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
20		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
21		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'.	
22		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	
23		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Format-A	NOT APPLICABLE
24		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
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	
26		SOR has been signed & filled up as quoted exactly in the same format of NIT	
27	a	All items of SOR has been quoted	
	b	Service tax would be payable only after submission of proper cenvatable Invoice . Pl. confirm	
28		Confirmation of compliance for Period of Contract	
29		Confirm submission of Security Deposit @7.5% of Annualized Contract Value	

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 -----_

NOT APPLICABLE

FORMAT-14

(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.....
..... 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 :

**REQUEST FOR RECEIVING E-PAYMENTS FROM BCPL DIRECTLY IN THE BANK
ACCOUNT OF THE VENDOR/CONTRACTOR**

To
Manager (F&A),
Brahmaputra Cracker & Polymers Ltd
Dibrugarh, Assam

**Subject: Consent for receiving payments against contract/supplies executed with BCPL
in Bank Account through NEFT/RTGS mode**

Dear Madam/ Sir,

This is to confirm that I, Shri/ Smt. / Ms. _____
(Name of vendor/contractor) have Savings /Current a/c No _____
with _____ (Name of the Bank)
at _____ (Branch Name and Address), whose code no is
_____ (Branch Code) and IFSC code is _____ (IFSC Code) to which payments
can be released through NEFT/RTGS by M/s BCPL.

Thanking You,
Yours truly,

(Signature of vendor/contractor)

Name: _____

Address: _____

Encl: Cancelled Cheque

CERTIFICATE FROM BANK

This is to certify that Savings Account No. _____ is maintained by Shri/ Smt./
Ms. _____ (Name of vendor/contractor)
with _____ (Name of the Bank), _____
_____ (Branch Name and Address), _____ (Branch Code), _____
(IFSC Code), to which payments can be Released through NEFT/RTGS by M/s BCPL

(Signature with Seal of Bank)

Branch Manager/ Authorised Signatory

SECTION III

SPECIAL CONDITIONS OF CONTRACT **[SCC]**

SECTION-III

SPECIAL CONDITIONS OF THE CONTRACT

PART-A

NAME OF WORK: HIRING OF SERVICES FOR MATERIAL HANDLING AT BCPL LAKWA FOR A PERIOD OF ONE YEAR

TENDER NO: BCPL/DIB/C&P/SER/20150210/AS

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.
- 1.5 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:

BCPL, Lakwa

3.0 SCOPE OF WORK:

The Scope of work shall be as per Special Conditions of Contract 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 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:

As per SCC Part-B

6.0 EARNEST MONEY (If any):

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 **(6) SIX MONTHS** from the date of opening of tender.

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

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

The BCPL will issue the necessary certificate for income tax deduction at source, however, the contractor has to submit detail of their **Permanent Account No. (PAN)** before issue of such certificate. However, if the contractor has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax

department, contractor shall submit the copy of application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by BCPL.

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

8.0 SERVICE TAX:

The bidder shall indicate in its bid the Service Tax registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The Contractors liable to pay Service Tax for the work / services rendered to BCPL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).

For payment of service tax, serially numbered invoice / bill shall be issued by the service provider and should also specify following as per rate 4A of service tax Rules:

- (i) The name, address and registration number of the service provider
- (ii) The name and address of the recipient of the taxable service
- (iii) Description, classification and value of taxable service provided and
- (iv) The service tax payable on such services

In case of non-compliance to the above, BCPL is not liable to reimburse any claim of contractor in respect of service tax. Further service tax invoices are to be raised keeping in view the new rules of service tax.

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @ 7.5% of contract value has to be deposited within 30(Thirty) 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 initial or 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: NOT APPLICABLE

11.0 MEASUREMENT OF WORK:

- 11.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.
- 11.2 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.

12.0 DEFECT LIABILITY PERIOD:

The defect liability period shall be as per Special Conditions of Contract of Part-B

13.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

14.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

15.0 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.

16.0 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.

17.0 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.

18.00 SCHEDULE OF RATES:

- 18.1 The quantities indicated in Schedule of Rates are just tentative. 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.
- 18.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

19.00 TERMINATION OF CONTRACT:

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

20.00 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 15 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of ₹. 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.

21.00 SUPERVISION OF WORK:

Contractor or his authorized representative shall be available at site all times, during the progress of the work.

22.00 CLEARANCE OF SITE:

- 22.1 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.
- 22.2 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.
- 22.3 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.

23. ADHERENCE TO SAFETY REGULATIONS:

Contractor shall ensure that all safety precautions required one observed at all times during the execution of the job.

24.00 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.

25.00 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.

26.0 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.

27.0 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.

28 RESPONSIBILITIES OF THE CONTRACTOR AND 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.

- b. The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 28.1 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh. The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 28.2 The contractor shall discharge obligations as provided under various statutory enactments including the employee's 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 and other relevant acts, rules and regulations enforced from time to time.
- 28.3 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.
- 28.4 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.
- 28.5 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.
- 28.6 All personnel deployed by the contractor should be on the rolls of the contractor.
- 28.7 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 28.8 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.
- 28.9 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 28.10 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 28.11 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, 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.

- 28.12 All existing and amended safety / fire rules of BCPL are to be followed within the BCPL plant or service center.
- 28.13 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 28.14 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 28.15 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 28.16 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 28.17 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 28.18 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 28.19 All types of transport connected with the work shall be in the scope of the contractor.
- 28.20 Suitable site office space may be provided by, BCPL if required and available.
- 28.21 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 28.22 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.

28.23 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.

28.24 In case of account, 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.

28.25 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

29 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.

30 ARBITRATION CLAUSE:

30.1 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.

30.2 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.

30.3 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.

30.4 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.

- 30.5 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.
- 30.6 The venue of arbitration shall be Guwahati.
- 30.7 The award of the Arbitrator shall be final and binding on both the parties.
- 30.8 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.

31 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.

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

- 32.1 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.
- 32.2 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.
- 32.3 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.
- 32.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.

33 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

- 33.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises.

- 33.2 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.
- 33.3 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.
- 33.4 Non-submission of the attested copies of the certificates/documents will render they bid non-responsive and liable for rejection.

34.0 SUB LETTING OF WORK:

No contractor shall sublet 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 sublets 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.

35.00 AFFIDAVIT:

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

36.0 PF REGISTRATION (if applicable):

Bidder must have their own Valid P.F. account / code no. from Regional PF commissioner and attested copy of the same are to be submitted along with the technical bid.

- 37.0 The deployed labour by the contractor shall be directly controlled / supervised / directed by the contractor himself or his representatives.

38.0 PENALTY AGAINST VIOLATION OF SAFETY, HEALTH AND ENVIRONMENT RELATED NORMS:

- 39.1 Against Violation of applicable Safety, Health and Environment related norms, a penalty of Rs 5,000.00 per occasion.
- 39.2 Violation as above resulting in:
- 39.3 Any physical injury, a penalty of 0.5% of the contract value (maximum of Rupees 2, 00,000.00) per injury in addition to Rupees 5,000.00 as in para 40.1.
- 39.4 Fatal accident, a penalty of 1% of the contract value (maximum of Rupees 10, 00,000.00) per fatality is addition to Rupees 5,000.00 as in para 40.1.

40.0 PRICE REDUCTION SCHEDULE:AS PER GCC CLAUSE NO-2

SPECIAL CONDITION OF CONTRACT (PART-B) /SCOPE OF WORK

INTRODUCTION:

- 1.1 The main Activities carried out in BCPL Stores at Lakwa is loading & unloading of the consignment, for the materials received against various purchase order, issue of the material to user deptt. The material handling contract needs to be operated in Lakwa. However, out of the project sites, more than 90% activities under the contract would be required to be carried out at Lakwa whereas the remaining activities would be required at Lakwa & BCPL, Lepetkata would deploy the resources at any location of BCPL as per their requirement.
- 1.2 The intending bidders shall be deemed to have visited the sites and also gone through the conditions of contract along with other documents available with Tender Documents. Non familiarity with site condition and unawareness of general conditions of contract will not be considered a ground either for extra claims or for not carrying out work in strict conformity with specifications / requirements.
- 1.3 The "Special Conditions of Contract [SCC] Part-B" shall be read in conjunction with the "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC] Part-A", "Schedule of Rates [SOR]", and any other document forming part of the Contract, wherever the context so requires. Notwithstanding, the sub-divisions of the Tender Documents into separate sections, each part shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail. In case of any contradiction(s), the decision of the "Engineer-in-Charge [EIC]" will be final and binding on the Contractor.
- 1.4 Whenever, 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 at his cost and VALUE OF CONTRACT shall be deemed to have include cost of such performance and provisions, so mentioned.
- 1.5 No Sub-Contracting shall be allowed without permission of the Company.
- 1.6 The vehicles taken on hire with the approval of Engineer-in-charge for regular duties under the contract shall not be changed/replaced by the Contractor normally during currency of contract except for its being defectives in which case another hired vehicle of equivalent or higher specifications/model shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Engineer-in-charge or its authorized representative will be considered as final.
- 1.7 The decision with regard to acceptance or rejections of any hired vehicle offered by the contractor shall remain with the Company and the same shall be final and binding upon the contractor.
- 1.8 In case of any contradiction between SCC Part-A and Part-B, Part-B shall prevail.

2.0 DEFINITIONS:

- 2.1 "Material Handling Services" means the services as referred in the Clause no. 3.0 of SCC Part-B.

- 2.2 “Vehicle” means “TATA 207 DI” commercial vehicle or equivalent vehicle having service center of OEM at Sivasagar/Lakwa region referred in Clause no. 2.3 of SCC Part-B in neat and absolute working condition as Ex-Showroom Model. The vehicle so referred should be registered for commercial operation, duly insured and taxes paid up to date and to be provided with the services of a “Driver” with commercial driving license and a “Khalasi”.
- 2.3 'TATA 207 DI' means Diesel driven commercial vehicle or equivalent vehicle having service center of OEM at Sivasagar/Lakwa region using for goods carriage with single cabin, seat covers, emission norms meeting latest emission statutory norms Model manufactured by M/s TATA Motors Limited and not older than January '2015.
- 2.4 “DRIVER” means person in the pay roll of the contractor provided on the hired vehicle and is in possession of valid professional driving license and duly authorized to drive public services vehicles by the Regional Transport Authority.
- 2.5 “KHALASHI” means person in the pay roll of the contractor provided on the hired vehicle for the help of driver.
- 2.6 “UNAUTHORIZED PASSENGER” means any passengers traveling in the vehicle without due authority of BCPL or not having identity as proof being BCPL Employee.
- 2.7 “MONTH” means a complete calendar month stands from first date to the last date of any month.
- 2.8 “HOUR” means an hour of 60 minutes, however, for the purpose of hire charges and liquidated damage charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full 01 hour.
- 2.9 “DISTANCE” means a linear distance in Kms between two points by the route usually used for transportation by BCPL’s vehicles.
- 2.10 “12 HOURS DUTY” basis means the vehicle hired shall be on duty for any continuous 12 hours in a day on all seven days of the week in full month.
- 2.11 “CHARGES” means the charges (normal duty hours) of vehicle per month with Zero kilometer.
- 2.12 “AREA OF OPERATION OF VEHICLE” means the area / place connected with activities of BCPL, within the State of Assam or any other place at the sole discretion of BCPL to meet the job requirement.
- 2.13 “NORMAL DUTY HOURS” means 12 hours duty for the vehicle deployed for 12 hours basis.
- 2.14 “REPORTING PLACE” means a place specified by BCPL for reporting of vehicle for duty on normal days which may change as per requirement of BCPL during the currency of contract.
- 2.15 “SUITABLE SUBSTITUTE” means any vehicle of model not older than January 2015 meeting all specifications subject to acceptance of the EIC (Engineer-in-Charge) of BCPL.
- 2.16 “MODEL” of vehicle under this tender means year of its manufacture having the body built by Tata Motors Ltd. or equivalent.
- 2.17 “SCHEDULE OF RATES or SOR” means the Schedule – A, attached to this tender document.
- 2.18 “PLANT” means BCPL Project site, Lakwa.

3.0 SCOPE OF WORK:

- 3.1 The work under the scope of this contract is material handling at BCPL Project site, Lakwa in the district of Sivasagar. BCPL reserves the right to include or delete any of the jobs from

the scope of work during the course of the contract. No change in the rates, terms and conditions shall be accepted due to such inclusion/ deletion.

- 3.2 Contractor shall deploy 1 (one) no. diesel driven Tata mobile vehicle or equivalent along with one Driver and one Khalasi on hired basis for transportation of materials /goods.
- 3.3 Detail specification of the vehicle shall be diesel driven TATA 207 DI with single cabin latest emission manufactured by M/s TATA Motors Limited or equivalent ex-showroom model and not older than January '2015.
- 3.4 Vehicle offered by the contractor shall be in neat and absolute running condition, fully road worthy, having good quality of cushion latest seat with cushion back covers, all taxes paid and comprehensively insured for the purpose of carrying materials/goods as per instruction of EIC.
- 3.5 The vehicles deployed must have necessary taxi permit for movement in States/Area of operations as specified below.
- 3.6 The vehicle deployed shall be duly registered with R.T.O. under valid permit, all taxes paid, comprehensively insured covering the risk of driver and khalashi travelling in the vehicles.
- 3.7 The driver shall has valid professional driving license and duly authorized to drive public services vehicles by the Regional Transport Authority.
- 3.8 Vehicle shall be run for 12 hrs duty per day normally. If required, the vehicle shall be continued beyond duty hours due to operational exigencies and no extra claim shall be paid.
- 3.9 Vehicle may be required to stay overnight also at site / outstations depending of job exigencies.
- 3.10 The vehicle shall be used for collection/Shifting of materials as per the instruction of EIC.
- 3.11 The vehicle hired shall be used for the area of operation as defined in para 2.12 of SCC part-B. The required permits etc. are to be obtained by the contractor.
- 3.12 The vehicle hired on monthly basis shall be at the disposal of BCPL at any given time and kilometer run shall be counted from BCPL, Lakwa for all destinations.
- 3.13 The Vehicle shall not leave the duty point for any purpose (including refueling) without the specific permission / entries in logbook of the user during duty hours.
- 3.14 Clearance and handling of all materials arriving at transport companies' Godown at Sivasagar/ Jorhat or any other places by rail/road/air and taking delivery from transport companies subsequent transportation to plant site by using the hired vehicle, unloading and stacking at site as required by the Engineer-in-Charge.
- 3.15 Co-ordination and taking delivery of materials/small consignment from local suppliers in and around plant site, transportation with hired vehicle, unloading and stacking at project site as required by the Engineer-in-Charge.
- 3.16 Handling of all documentations and formalities connected with the clearance of materials through the transport companies, local suppliers, Octroi and other concerned authorities including indemnity Bonds.
- 3.17 Handling unloading and stacking of all materials directly arriving by trucks trailers, etc. at the plant site as required by the Engineer-in-Charge.

- 3.18 Providing all transport vehicle/ trucks tailors, labour, cranes, lifting tools & tackles, other materials handling equipment's, packing & lashing materials, other items and facilities whatsoever required for carrying out the works.
- 3.19 Verification and checking of all the materials for any damages and/ or loss at any stage, arrangements for weighments open deliveries/ assessments, obtaining of shortage damage certificates, survey reports, etc. and submission of progress/ status reports.
- 3.20 Cleaning and Shifting of any materials within the plant premise with the help of additional labours as per instruction of the Engineer-in-Charge.
- 3.21 Packing of any materials at plant site including computer & its peripherals with wooden box or any other packing materials, loading at plant site, transportation by the hired vehicle, unloading at transporter Godown, handling of all documentations and formalities connected with booking of materials through the transport companies.
- 3.22 Deploy 4 (Four) nos. labours (04 Nos. -Semiskilled categories) in the plant on monthly basis for carrying out various types of day to day store activities for up-keeping of C&P Store and service assistance as & when required and as per instruction of EIC. The above 04 Nos. labours are in addition to 01 Driver and 01 Khalasi as already mentioned above.
- 3.23 Carrying out binding jobs of various official documents in the plant as per requirements.
- 3.24 Proper supervision in the entire operations as stated above by experienced and qualified personnel.
- 3.25 The contractor shall ensure that his employees including driver and khalashi deputed under the contract are given weekly off on Sunday and Second Saturday. However, if required to work on Sunday and Second Saturday, the contractor shall deploy his crew without claiming any additional cost for such services.

4.0 CONTRACTOR'S RESPONSIBILITY:

- 4.1 Contractor shall be responsible to collect daily all documents from site office. The contractor, from time of receipt information/ documents from the Engineer-in-Charge shall keep close liaison with the transport companies etc. to check up arrival of materials, verifying conditions of packing prior to taking delivery and report to the Engineer-in-Charge about day to day status of entire clearance, transportation and handling operation.
- 4.2 The contractor shall exercise with due care in scrutinizing and processing the goods consignment notes and other documents received and in clearance of materials and expeditiously as possible without giving room for any avoidable delays and demurrages. The contractor shall also bring to the notice of the Engineer-in-Charge of any difficulties that he may come across with any authorize of elsewhere with the least possible delay when documents such as consignment note are not available the contractors shall arrange clearance after lodging Indemnity Bonds.
- 4.3 The contractor shall take all possible precautionary measures towards safety for materials received at transport companies, arrange for weighment survey, open assessment delivery and obtain short/ damage certificate, survey reports etc. within the prescribed time limit prior to taking delivery from the transport companies and forward the survey reports and short/ damage certificates to the Engineer-in-Charge. The contractor shall also arrange repairs of

package required and take such other actions as may be necessary to generally safeguard the owner's interests.

- 4.4 The contractor shall ensure that the utilize suitable transport, crane and other material handling equipment engage sufficient labours and qualified supervisor staff and be fully responsible for the safe handling.
- 4.5 The contractor shall arrange unloading of trucks/ trailers within the free time and after taking the delivery of the materials at the station/ transport companies/ local suppliers arrange for transportation within any loss of time and in case not later than 24 hours. The contractor shall ensure that all trucks/ trailers, transports vehicles, cranes etc. being utilized for the work are having duly valid permits from the transport and other authorities concerned and that transportation is carried out in accordance with all safety and other regulations applicable and also as per Indian Law requirements.
- 4.6 The contractor shall equip himself with the required staff well qualified for the respective jobs and shall furnish owner within 15 days of the acceptance of tender a list of such service personnel and their designations assigned for this particular job.
- 4.7 The contractor shall ensure that all materials including heavy and over dimensional packages are properly unloaded and stacked including the materials arriving by direct trucks/ trailers from other places at the project site by giving proper Dunn age as per the instructions of the Engineer-in-Charge.
- 4.8 The contractor should be conversant of all regulations of contract carriage and take timely action to protect the interests of owner. The contractor shall be fully responsible for any delay and consequent demurrage/ wharfage at transport company's' godown due to delay in handling and clearance of materials after getting advice from BCPL.
- 4.9 The contractor shall maintain a proper schedule of the entire work and record and send to Engineer-in-Charge Regular Fortnightly Progress Report to reflect the status of work done and pending up to and as on the previous day of the report. Such report shall also be sent in respect of materials reported not traceable, surveys and open assessment deliveries hold ups and reports thereof.
- 4.10 The Contractor shall be responsible to obtain exemptions against all materials from payment of octroi duly and ensure filling in the required forms for this purpose, failing which the contractor shall be responsible for any consequence thereof, if octroi is not exempted Engineer-in-Charge should be informed.
- 4.11 The contractor shall arrange weighment of the material loaded on to the trucks/ trailers/ transport vehicles wherever necessary, as per instructions of the Engineer-in-Charge.
- 4.12 The contractor shall ensure that all the materials are handled at the site within the normal working hours. However, the contractor shall make due provisions to work on Sundays and holidays and beyond working hours if required to avoid delay in clearance and consequent demurrage/ wharf age charges of if any material is urgently required at the project site and shall take proper action as per instructions from Engineer-in-Charge.
- 4.13 The contractor shall ensure that their delivery Challans indicate clearly the number of packages pieces bundles and their corresponding weight and obtain acknowledgement for

proper delivery of materials in their Challan duly stamped and signed from the Engineer-in-Charge.

- 4.14 The contractor shall in their execution of service under contract adhere to any procedures and routine established by the Engineer-in-Charge and instructions thereon.
- 4.15 Whenever any materials are required to be dispatched from project site to outside stations either by rail or road, contractor shall arrange the same as per instructions.
- 4.16 The contractor shall provide following items other than the tool and kits in each vehicle during the period of contract:
- a. **3-Cell Torch along with cell**
 - b. **An umbrella**
 - c. **Road map of ASSAM State**
 - d. **First Aid Kit & its refills**

Failure to provide above items, penalty will attract as per clause 15.2 of SCC–Part- B.

- 4.17 The contractor shall have an office with telephone facility and one supervisor in absence of the contractor with mobile phone to coordinate the movement of Vehicle. The supervisor or the responsible representative of the contractor shall have to make visit to BCPL Office at Lakwa or any other BCPL office as specified from time to time, as and when required to coordinate the work. Failure to provide mobile phone will attract L.D. as per Clause no.15.2 of SCC-Part-B. .
- 4.18 The contractor should intimate his permanent address for correspondence / communication in writing along with his offer for correspondence in regard of this contract. Any change in permanent address shall be intimated at least 15 days before such change.
- 4.19 Vehicle should report for duty with **sufficient fuel to take care of at least 03 days normal duty on all times.** In case sufficient fuel is not available, the kilometers run & time consumed by Vehicles for refueling will be on contractor's account.
- 4.20 The Vehicle once placed and accepted for service shall not normally be changed during currency of contract. However, if such changes are necessitated owing to reasons such as major breakdown, accidents and unforeseen circumstances etc., the acceptance of replacement Vehicle is subject to inspection and acceptance of Vehicle by authorized Officer of BCPL.
- 4.21 The contractor shall be required to deploy the Vehicle confirming to the laid down specifications with all requisite tools, new tyres and accessories including spare wheels and the other equipment as per the M. V. Act / rules in force. Upholstery and the state of cleanliness shall be in presentable and of good quality.
- 4.22 The contractor shall be required to deploy Vehicle confirming to the specifications with all-requisite factory fitted accessories, tools and accessories including spare wheels and other equipment as per the M.V. Act/rules in force. During the continuation of the contract in exceptional circumstances, BCPL may however, accept a case other than those as specified in the tender with or without imposing penalty. However, if vehicle is deployed other than Model specified, if the condition of tyres/vehicle are not good, indecent behavior of driver / Khalasi or for any other reason employees are required to suffer, a penalty shall be imposed

as specified in Clause-15.2 of SCC, Part-B. The Vehicle once deployed shall not be changed in normal circumstances except for maintenance, etc.

- 4.23 The contractor shall maintain the Vehicle in absolute good working condition. If any Vehicle develops defects while on duty, the contractor shall immediately replace it by a suitable substitute within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the Vehicle or to provide the substitute Vehicle, payment for the day (s) will be regulated as per the liquidated damages clause and also the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by BCPL if any, whichever is higher. The decision of BCPL shall be final and binding on the contractor. BCPL need not show the proof of having incurred additional expenditure.
- 4.24 In case of Vehicle hired from other sources by contractor and deployed for BCPL's duty, an undertaking in the form of an affidavit on non – judicial stamp paper of requisite value is required to be submitted from concerned party indicating his willingness / undertaking to the effect that BCPL will have no liability with him in any form or manner for such deployment of vehicle.
- 4.25 In case any Vehicle is withdrawn from duty by the contractor or if he fails to provide a substitute or provide a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for the day against that Vehicle and penalty as per the Clause-15.2 (shall be treated as absence from duty) of SCC, Part-B shall be imposed and recovered from the bill (s) of the contractor without any notice.
- 4.26 The Vehicle on duty is subject to surprise checks by the Officer of the BCPL for carrying any unauthorized passenger or any conduct prejudicial to the interest or image of the BCPL. This inspection will also be applicable to any breakdown / maintenance / substitute provided by the contractor. In case of any default being noticed, action shall be taken as per the provisions of contract including de-hiring.
- 4.27 The contractor is to provide Vehicle for the duty with tank full with fuel and sufficient money as per the notified requirement for long distances/outstation duties. In case, sufficient fuel is not available in the Vehicle tank, the kilometers run and the time consumed by Vehicle for refueling, shall be on the contractor's account and absence shall attract penalty as per penalty. Clause-15.2 of SCC, Part-B.
- 4.28 The Reporting place of vehicle shall be notified at the time of placement of work order under this contract. In case of any change of reporting place at any time the same shall be intimated in writing or by recording in the logbook in advance if required.
- 4.29 The contractor shall display a mark "ON BCPL DUTY" on Vehicle at his cost for making the Vehicle conspicuously distinguishable from a distance while remains only on duty with BCPL. However, this mark should be as per rules and regulation of Regional Transport Authorities and violation or misuse shall be the sole responsibilities of the contractor. However, such marking should immediately be removed once vehicle is de-hired from the contract of the BCPL.
- 4.30 The Vehicle deployed for BCPL's Duty should not be used for other than BCPL's Duty. Violation of this condition shall attract a penalty as per penalty Clause – 15.2 of SCC, Part-B.

- 4.31 The contractor shall ensure that the speedometer and other instruments/ meters for driving and operating Vehicle safety devices etc., are in first class working conditions and in case of any defect developing or defects pointed out by BCPL authority/user, the contractor shall make all the necessary repairs and replacements promptly at his (contractor's) cost. The Vehicle having defective speedometers shall not normally be deployed for BCPL duty and then the Vehicle shall remain idle at the risk and cost of the contractor and is liable to attract the penalty as per penalty Clause-15.2 (treated as absence from duty) of SCC, Part-B. In case, the same is put to use for unavoidable circumstances then penalty shall not be imposed / levied and the distance allowed by the company shall be final and binding to the contractor.
- 4.32 The contractor must keep "Standby" arrangements to keep his Vehicle in operational fitness and attend to any breakdown / any other contingent nature of services en-route. If the contractor fails to discharge the duties satisfactorily under the contract, BCPL reserves the right to cancel / terminate the contract at any time by giving appropriate notice as per terms and conditions of contract.
- 4.33 BCPL does not bind itself to provide any parking place.
- 4.34 The contractor shall ensure the security arrangement / parking places for their Vehicle hired on BCPL duty. For such security or parking place, BCPL does not take any responsibility whatsoever.
- 4.35 **Parking fee / Toll tax:** if the Vehicle is on BCPL duty, the parking charges / Toll taxes will be paid by the Contractor and subsequently the Contractor may prefer reimbursement of the same at the end of the month on production of duly certified receipts thereof.
- 4.36 The contractor shall ensure that his employees/workers (including driver) under the contract shall be well in dressed, should be in uniform, smart in turnout and is disciplined, courteous and behave properly with the BCPL's personnel and authorized passengers. The contractor shall withdraw such employee(s) from the BCPL's duty, who does not behave in a proper / disciplined manner. No employee(s) of contractor (including contractor & supervisor) shall be allowed to consume alcoholic drinks or any narcotics while on duty. If found under the influence of the above, the contractor shall have to change / replace them immediately, failing which BCPL may terminate the contract. BCPL's decision in this regard shall be final and binding on the contractor. Also this shall attract penalty as per the penalty Clause No. 15.2 of SCC, Part-B of tender.
- 4.37 The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get his employees / workers examined through a Govt. doctor before deployment and produce doctor's certificate accordingly.
- 4.38 The contractor shall deploy drivers / workers after verification of their character and antecedents. In case, any workers are found having criminal record, he shall have to be immediately replaced without assigning any reasons.
- 4.39 Driver of the vehicle normally should not be changed during currency of contract. The driver is required to obtain non-employee duty passes from BCPL. Driver not holding non-employee duty passes may not be accepted for duty. Contractor shall provide requisite number of driver in accordance with duration of deployment of vehicle. In case of failure, it will attract L.D. as per L.D. Clause-15.2 of SCC Part-B.

- 4.40 The driver of the vehicle should bring his lunch along with him while reporting for duty. In no case, the driver shall be allowed to go for lunch with the vehicle. Violation of this clause attracts a penalty as per LD Clause-15.2 (treated as absence from duty) of SCC Part-B. Any journey undertaken by the vehicle for this will be on contractor's account and will not be payable.
- 4.41 The driver/contractor shall not carry unauthorized passenger in the vehicle. In case, the same is detected penalty shall be admissible as per penalty Clause-15.2 of SCC Part-B.
- 4.42 The contractor shall ensure that his crew should refrain from smoking or carrying any inflammable substances when on duty at any of the installations / store yards / offices etc. He shall abide by the usual & special rules regarding safety & security measures while on duty with BCPL as per the direction of the safety representative of the BCPL at the works sites / installations.
- 4.43 Driver shall ensure that door(s) of vehicle are in close position while vehicle is in running condition. The Khalasi shall provide help to the driver for closing door, loading/unloading of materials from vehicle, guiding for reversal, gesturing for slowing down of vehicle being overtaken, cleaning of wind shield, washing of vehicle, etc.,
- 4.44 The contractor shall ensure that the driver shall be provided with Mobile phone for effective mutual communications. Failure to provide mobile phone will attract penalty as per SCC Clause 15.2 of SCC Part-B.
- 4.45 Opening and Closing Kilometer reading shall be noted in the logbook before the commencement of journey and on completion of journey respectively. Total Kilometers used shall be mentioned immediately on completion of journey and before taking signature of user or person authorized to sign by EIC. Any over writing if not counter signed shall be treated as deficiency in service for which penalty as per LD Clauses shall be levied besides reduction of kilometers, solely on the discretion of EIC, to the extent of actual use shall be done.
- 4.46 The contractor directly and through his employees shall perform all works herein contemplated under this contract. In the performance of the work, contractor is independent with the authority to contract and direct the performance of the work, as BCPL being interested only in the results. However, the work contemplated herein shall meet the approval of the BCPL and be subjected to the general rights or direction and inspection with reference to the results to be obtained and to secure the satisfactory performance thereof. Neither contractor's employees nor employees of its sub-contractors shall be considered employees of the BCPL.
- 4.47 Any other condition in the interest of the work at the discretion of EIC, BCPL will be acceptable to the Contractor.

5.0 OWNER RESPONSIBILITY:

- 5.1 BCPL shall furnish the contractor with the Goods consignment notes and other documents required for clearances of materials from station and Transport Companies similarly BCPL shall intimate contractor for providing sufficient labour and handling equipment or unloading and stacking of materials arriving directly by the truck/ trailers at site.

- 5.2 BCPL on receipt of information from the contractor shall furnish clarification documents/ details as and when required.

6.0 SAFETY KIT REQUIREMENT:

Details of Safety Kit requirement is as follows:

Sl. no.	Description	Quantity (Nos.)/Year.	Total In One years
1	Trouser (Cotton)	Two	Two
2	Full Shirt (Cotton)	Two	Two
3	Safety Shoes	One Pair	One Pair
4	Cotton Socks	Two Pairs	Two Pairs
5	Rain Coat	----- One -----	
6	Helmet	----- One -----	

The safety kits shall be as per BCPL's Safety norms and in good quality. Safety kits shall be provided to contractor's employees by the Contractor under intimation to BCPL EIC.

7.0 SCHEDULE OF RATES:

- 7.1 It is agreed the schedule of rates incorporated herein are based on the description of materials furnished by owner. The rates are not subject to any escalation except as per escalation clause at any time during the period of the contract. Should any items job beyond the scope of the schedule arrive arises & specific price for the particulars item/ job shall be negotiated and agreed to.
- 7.2 Quoted rates should be as per Scope of Work, specifications & conditions mentioned in the tender.
- 7.3 The rates offered against each SOR items shall be inclusive of all expenses as under:
1. Monthly fixed charges for deployment of commercial vehicle includes deployment of one no. Diesel Driven TATA 207 DI, latest January 2015 Model, single cabin ex-showroom model of TATA make or equivalent for 12 hrs duty, all expenses on driver and Khalasi (salary as per labour regulations), road permits, repairs and maintenance, including the provisioning of the breakdown maintenance, reserve vehicle, etc., on Regional Transport Authority, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuous operation of such services under this contract except service tax and any cess thereon.
 2. Movement of vehicle includes all the expenses of fuel oil, lubricants required for running of vehicle as per instruction of EIC.
 3. Shifting of materials includes all the expenses for engagement of Semi-Skilled/Unskilled labours for shifting materials.
 4. Packing with wood or any other packing materials, loading and unloading of materials includes cost of packing materials, expenses on packing and loading of materials at site and unloading of materials including booking of the consignment at transporter's godown. The rate shall be paid on the basis of weights indicated in Goods receipts or weighment slips or as certified by Engineer-in-Charge and the freight charge against such booking shall be borne by BCPL.

5. Loading & unloading of materials per consignment received from transporters' godown includes all the expenses on arranging of such activities.
6. Monthly fixed charges for store up-keeping & service assistance for various activities of store and (One worker is required for chemical godown) includes all the expenses on deployment of 4(Four) nos. workers 4 Nos. – Semi Skilled Workers) with applicable salary as per labour regulations during tenure of the contract period plus PF 13.61%, bonus 8.33%, Death Gratuity 4.81%, medical 4.75%, safety kit& Uniform 6%,leave 8.33% except service tax and any cess thereon.Contractors shall be pay the minimum wages 30 days in a month basis.

⇒ **04 No. Semi-Skilled Worker**

7. Binding of official documents includes all the expenses for carrying out such job including materials.
- 7.4 The rates quoted by the contractor shall be inclusive of their profit and all the taxes & duties including corporate tax, Income Tax, Sales Tax and other taxes levied by Central / State Govt. or any other authorities excluding Service Tax & Cess thereon. However, payment shall be made subject to standard deduction under the Income Tax Act / Assam VAT from monthly payments as applicable. Service tax & education cess (if any) shall be paid extra at actual subject to submission on documentary evidence..
- 7.5 BCPL shall not be liable to make any other payment except the agreed rates. BCPL may reimburse charges for taking any additional permits other than road tax if any, on production of original money receipts for sending the Vehicle on duty to other states.
- 7.6 Quantities shown in the SOR are tentative which may increase or decrease.

8.0. EVALUATION OF PRICE PART:

- 8.1 The "Schedule of Rates" quoted by the bidder shall be taken up for evaluation on overall basis. Service tax will be added for evaluation.
- 8.2 Price bids containing additional information shall be summarily rejected. Also technical bid, disclosing the price quoted shall be summarily rejected. Evaluation of Price bid shall be done on overall basis and the work/service contract shall be awarded to the overall lowest bidder.
- 8.3 In case there is tie for L1 price among two or more bidders on overall basis. BCPL reserves the right that the bidder whose executed value of similar work is found more as per documents submitted by bidder shall be considered as actual L1 bidder.

9.0 ESCALATION / DE – ESCALATION OF FUEL RATE:

- 9.1 The prevailing rate of High Speed Diesel (HSD) is Rs.52.27 per liter. However, BCPL will consider an increase/decrease in the rate of per Kilometer (Km) movement of vehicle during the contractual period in the event of increase/decrease in retail prices of HSD only as a result of imposition of statutory laws by the Govt. of India from time to time. The prorate increase / decrease shall be computed in accordance with the following formula:

(Increase or Decrease Component of Fuel Rate X Actual Kms Covered in the Month) / N

For Diesel Driven Vehicle, 'N' = 10 Km

9.2 The above formula shall be applied only when price variation of HSD (increase or decrease) are beyond $\pm 5\%$ of the diesel rates prevailing at Sivasagar on the date of opening of Technical Bid.

9.3 Contractor shall submit the actual bills in original issued by Diesel outlets and shall claim the escalation / de-escalation along with his regular bills.

10.0 OUT OF POCKET EXPENSES:

Out of pocket expenses such as Road Transport cost freight/ octroi if any, cost of stamps and bonds shall be reimbursed to the contractor at actual on production of case voucher.

11.0 ADVANCES :

11.1 Contractor shall arrange payment of Road freight or Octroi or weighment charges below Rs.2000.00. In each case of claim shall be reimbursed at actual by submitting cash vouchers/invoices.

11.2 Payment involved by way of Road Transport freight/ octroi etc. amounting Rs. 2000.00 and above per consignment shall be given advance in full by BCPL against specific written request by the contractor to the Engineer-in-Charge and such advance shall be adjusted against submission of cash vouchers/invoices in the relevant jobs otherwise same shall be adjusted against the contractor's RA bills.

11.3 Advance shall not be applicable for the charges of contractor.

12.0 LAND FOR CONTRACTOR'S FIELD OFFICE:

12.1 Contractor shall open his office at Project site and maintain daily contact with BCPL office and arrange collection of documents, freight amounts etc.

12.2 The owner shall have at own discretions and conveniences and for the duration of the execution of work make available near the site land for contractor's field office. The contractor shall at his own cost construct his temporary office building and arrange for suitable water supply and sanitary arrangements as approved by the Engineer-in-Charge.

12.3 After expiring of the contract, contractor has to remove the temporary office building. If the contractor fails to comply with this requirement, the Engineer-in-Charge may at the expense of the contractor remove such structures and materials and dispose of the same as he deems fit. The contractor shall forthwith pay the expenses so incurred and shall have no claim in respect of any structures/ materials disposed of. The owner reserve the right to ask the contractor at any time during appendence of the contract to vacate the land by giving seven days notice on security measures or on national interest or otherwise.

13.0 CRANES, HANDLING EQUIPMENT AND LIFTING TOOLS & TACKELS:

It shall be entirely the contractor's responsibility to provide all types of cranes/ handling equipment and lifting tools and tackles and transport vehicles as required for execution of the job. BCPL has no obligation to provide the cranes/ handling equipments which are available with the owner and if they can be spared at any given point of time the same may be made available to the contractor on hire basis as per terms, conditions and rates for such hire-out fixed by the owner from time to time.

14.0 LOADING/ UNLOADING OPERATIONS:

- 14.1 Contractor shall be fully responsible for all loading/unloading operations at Road Transport Co's and Plant warehouse.
- 14.2 When the consignment arrives directly at Plant site by Road, in some case Engineer-in-Charge may arrange unloading through other contractor directly. In such cases, material handling contractor shall not have any claim since they are not involved.

15.0 LIQUIDATED DAMAGES / COMPENSATION:

- 15.1 If the Vehicle of specified make & model is not provided after award, a compensation @ Rs 1000/- per day shall be levied in addition to the provision made in **Clause No. 27.3** i.e., Reduced Rate Clause.
- 15.2 The Vehicle shall remain in service for the period mentioned in tender document / work order / letter of intent. In case of break down without replacement, unauthorized absence, late from duty, etc., compensation per day basis shall be levied as below:
- a) If the Vehicle and/or driver is absent from the site without any information for more than 2 hours, a penalty @ Rs. **2000/-** or the charges of another Vehicle / any other substitute vehicle hiring to perform 2 hours company's job or for the period beyond 2 hours, whichever is higher shall be imposed and recovered from contractor at his risk and cost.
 - b) If driver do not behave in a proper / disciplined manner or found under the influence of alcoholic drinks or any narcotics while on duty, a penalty @ Rs.**2000/-** will be deducted per default / occasion.
 - c) In case the contractor fails to provide the desired Vehicle as indicated in Clause 2.2 within the stipulated time as per Clause no. 27.2 and no further extension for the deployment of Vehicle has been sought by the contractor, then BCPL will be free to make necessary alternative arrangements for arranging another Vehicle at the risk and cost of Agency concerned till the desired Vehicle as indicated in Clause 2.2 is deployed by contractor.
 - d) In case of break down, accident or maintenance / servicing of Vehicle, the Agency will be required to supply the Vehicle conforming to the specifications of the tender on hire as and when ordered to do so by Brahmaputra Cracker & Polymer Limited. In exceptional Circumstances (like break down, accident / repair & maintenance / servicing of Vehicle), BCPL may, however, accept Vehicle other than those as specified in the tender and deduct Rs. 20.00 per kilometer (for the total distance covered by substitute Vehicle) from the monthly bills of the contractor / agency. If the period of such replacement exceeds by three days in a calendar month, Rs.500/-(Rs. Five Hundred only) per day shall be recovered out of monthly hire charges from the Agency's monthly bill.
 - e) The servicing of Vehicle will be allowed once in a month preferably on non-working-day on providing a substitute Vehicle of specific make & model but no extra payment, whatsoever, will be made for this purpose. The acceptance / rejection of replaced vehicle in place of the new vehicle are entirely at the discretion of Brahmaputra Cracker & Polymer Limited or its authorized user.

- f) If second driver is not made available with the vehicles as per Clause-4.39 of SCC, Part-B for duty, a penalty of Rs.100/- (Rupees Hundred only) per day, for the number of days the second driver is not available, shall be deducted from the bills (as the requirement of Vehicle is for 12 hours – deployed).
- g) The Vehicle deployed under this contract should not be used for other than BCPL's Duty. Violation of this condition shall attract a penalty of Rs.2000/- per occasion.
- h) The driver / contractor shall not carry unauthorized passenger in the Vehicle except one Khalasi. In case the same is detected the same shall attract a penalty Rs. 2000/- per occasion.
- i) In case any of the items mentioned in Clause - 4.16 of SCC Part-B not found in vehicle or found defective, a penalty of Rs. 1000/- per day till the defect is not rectified or item provided or replaced will be levied.
- j) Mobile phone provided under Clause no.4.17 & 4.44 of SCC Part-B must have roaming facility and if found switched off, defective or out of range due to any defect otherwise would not have been due to service provider will be treated deficiency in service. A penalty of Rs. 500/- shall be levied on such fault in each journey performed.
- k) For any other eventuality mentioned in SCC Part-B, a token penalty of Rs. 500/- per occasion shall be deducted.

15.3 In case the Agency fails to provide the specific Vehicle of desired model & make on award of contract within mobilization period and request Brahmaputra Cracker & Polymer Limited for allowing some time to make necessary arrangement for providing of Vehicle of specific make & model, the agency may be required to provide substitute Vehicle which may be of model other than the specified but purely on temporary basis. Acceptance of such Vehicle will be entirely at BCPL's discretion. For such Vehicle the reduced rate shall be applicable as specified in para 27.3 of SCC – Part – B.

15.4 The substitute arrangement will be allowed at discretion of BCPL only for a short period but not more than a period of 03 (three) months. During such period if the agency fails to provide Vehicle of specific make & model the work order shall be cancelled and the SD / BG / EMD of the contractor will be forfeited by Brahmaputra Cracker & Polymer Limited.

15.5 The decision of BCPL with regard to L.D. shall be final and binding on the contractor.

15.6 After taking delivery of the materials from carriers if they are not transported and delivered to Warehouse or after unloading of materials at Plant site, if they are not stacked within the maximum period of seven days, contractor shall be levied penalty at the rate of Rs.200/- per ton per day of delay beyond seven days particular consignment unless otherwise it is proved to the satisfaction of Engineer-in-Charge that the contractor is not fault for delay.

15.7 Apart from the above, whenever contractor does not remove the materials from or Road lines within the free time all wharf age charges shall be recovered from him.

16.0 RECOVERIES:

Contractor shall be responsible for handing over all the materials as per dispatch documents. For any shortage/ damages for which no proper shortage/ damage certificate obtained from

the carriers, cost of shortage/ damages/ loss shall be recovered from the contractor as follows:

- For all steel materials and general cargo actual cost of the material 20% or replacement cost 20% whichever is more.

17.0 DEMURRAGE/ WHARFAGE:

All demurrage and wharf age charges shall be recovered from contractor unless otherwise, it is proved to the satisfaction of Engineer-in-Charge that contractor is not responsible for the same.

18.0 GENERAL CONDITIONS:

- 18.1 Contractor shall be responsible for off-loading of all materials arrived in trucks/tailors without any delay at site. Detention charges, if any, shall be debited to the contractor.
- 18.2 Contractor shall collect required tarpaulins from owner from warehouse within project area and cover the consignments wherever required at the time of delivery. This is considered as part of handling services. No additional charges shall be paid.
- 18.3 Whenever any consignments are required to be opened for obtain open delivery from carriers at Railway Station or Transport's godown or Site, Contractor shall engage labour and obtain delivery at his cost in the presence of BCPL representatives.
- 18.4 Contractor's responsibility shall be over, when the consignments will be delivered in full and in sound condition and unconditional clear acknowledgement will be obtained on delivery challan from Engineer-in-Charge.
- 18.5 Contractor shall prepare delivery Challan in triplicate. Original shall be retained by Engineer-in-Charge. Duplicate shall be enclosed with the bill for payment and triplicate shall be retained by contractor.
- 18.6 All types of Dunn age/sleepers etc. required for stacking of consignments shall be issued by BCPL at project site. Contractor shall bring the Dunn age materials from within the project premises and place suitable during the process of stacking. This shall be a part of handling service and no separate charges shall be payable.
- 18.7 If any repacking is required to be done for the damaged packages by the contractor, rates for the same shall be negotiable by Engineer-in-Charge is final and shall be binding on the contractor.
- 18.8 In case any doubt arises regarding clarification of steel sections/ materials defined in the schedule of rates the decision of Engineer-in-Charge is final and shall be binding on the contractor.

19.0 STATUTORY RESPONSIBILITY:

- 19.1 The vehicles deployed shall be fit in all respects for use in accordance with motor Vehicle Act and rules and existing laws as applicable from time to time. The vehicle must be equipped with valid documents i.e. Registration Book, comprehensive, Insurance Certificate, Fitness Certificate Permit and with all taxes, Fees levies paid upto date during the currency of the contract. The responsibility of any laps in this regard shall be that of the contractor

exclusively and the BCPL stands completely indemnified by the contractor against such defaults.

- 19.2 The drivers provided with the vehicles must be physically/ medically fit, professionally sound and legally competent in all respects holding valid license as described under prevailing motor Vehicles Act/ Other applicable acts.
- 19.3 The contractor will be sole responsible for any consequences and claim under the law arising out of any accident caused by the hired vehicle to the equipment/ property personnel of BCPL. He shall also be responsible for any claim/ compensation that arise due to damage/ Injuries/ property etc. caused by the hired vehicles.
- 19.4 The contractor staff shall abide by the existing security and safety rules, regulations/precautions as per instruction given from time to time. The contractor and his employee may also require pledging secrecy non divulgence of the nature of the work of BCPL that may prejudice the interest of BCPL.
- 19.5 Vehicles deployed should be fully/ comprehensively insured by the contractor at his own cost of all risks including strike and riots. All liabilities whatsoever arising out of the problems of the hired vehicles shall rest upon the contractor if any.
- 19.6 The copies of documentation in respect of insurance shall be submitted to BCPL on the date of placement of Vehicle and renewals made subsequently shall be submitted in time.
- 19.7 Refunding will not be allowed while the vehicle is in BCPL duty. The distance covered for refueling if done will not be payable.
- 19.8 The contractor shall have to provide spare wheel and proper tools with the vehicles, portable fire extinguisher, first aid box, muffler etc.

20.0 VEHICLE DOCUMENTS:

- 20.1 The Vehicle shall be fit in all respects for operations in accordance with Motor Vehicle Act the rules and the existing laws are applicable from time to time.
- 20.2 The vehicle must be equipped with valid documents i.e. Registration Book, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s) permits which include all permits for lowing with taxes, fees, levies paid up to date during the currency of the contract. This shall include Annual Permits/ temporary road permits or packing fees etc. if any required during and for the duty with BCPL. The responsibility of any laps in this regard shall be that of the contractors/ owner exclusively BCPL or its officers/ employees shall in no way be responsible for any lapse/ default of the owner/ contractor and BCPL its officers/ employees shall be completely indemnified and kept harmless by the contractor against such default.
- 20.3 The contractor shall obtain necessary insurance policy covering all risks such as accidents, injuries death likely to be caused to the workers or to the third person including loss to the properties of owner/ BCPL or to some other agency.

21.0 VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION):

- 21.1 The acceptance of Vehicle in the service of BCPL will be subject to the inspection of the Vehicle documents and the documents of the driver by EIC. Such inspection(s) will be carried out initially before the first acceptance of the Vehicle and at an appropriate periodical

or by surprise checks at the discretion of the BCPL / EIC. The decision with regards to the acceptance or rejection of the Vehicle / equipments, offered by the contractor(s) shall remain with the BCPL and its decision shall be final and binding on the contractor.

21.2 Any certificate obtained or produced by the contractor stating the condition of the Vehicle offered / placed at the service of BCPL by any officer of Central or State Government Authority such as M.V.I. etc., as satisfactory shall not supersede the discretion of the BCPL on specifications regarding the Vehicle for its acceptability to the BCPL under this contract.

21.3 Any Vehicle on duty of the BCPL is subject to the surprise checks by EIC or an authorized officer(s) of the BCPL for its operational condition or for carrying any unauthorized passengers or any conduct prejudicial to the interest or image of the BCPL. In case of any default being detected action shall be taken as per the LD provisions of contract including de-hiring, if necessary.

22.0 LOG BOOK MAINTENANCE:

22.1 In case of not getting the log book filled in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection (s) rectified. The log book must got filled- in from user on day to day basis.

22.2 The responsibility of obtaining the daily KM runs properly entered in the log book in all respects to tally the distance run and places visited shall be entirely of the contractor. **The opening KM reading/ closing KM reading shall be taken from the reporting place but not from the Contractor garage/ residence. The opening KM reading in log book shall be filled immediately on report to duty.** In case there is some difference the excess difference will not be paid and bill (s) will be corrected accordingly and passed for payment.

22.3 The contractor shall be entitled to get payment for the completed kilometers for the place of visit as per the log book entries. It is therefore, the contractor's/ his driver's duty to obtain the reconciliation of kilometer (IN) and kilometer (OUT) distance with the endorsement of the places visited on any duly carried out. In case of any excess kilometers run the same will be deducted from the total kilometers and no payment will be made. In case the LMV used for private purpose/ duty such use also is to be got recorded separately in log book.

22.4 The speedometer of the vehicle should not be disconnected when the vehicle is released after duty. The distance traveled on account of to and from journey from garage to reporting place should be reflected in log book.

22.5 In case the LMV are used for private duty under order such use also is to be got recorded separately in the log book.

23.0 ACCIDENTS / DAMAGES / CLAIMS / LIABILITIES:

23.1 In the event of any accident or damages while the Vehicle is on the duty of BCPL shall be completely free from any liability of any nature connected with the accident / damage(s). The contractor himself will be fully and exclusively responsible for any damage to Vehicle or any personal injury to driver or any other person in the employment of the contractor, occupants of the Vehicle or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by BCPL or its employees as a result of any accident or any other reason involving the failure of the Vehicle

/ driver, the contractor shall reimburse on demand and without any demur the compensation / damages if any sustained by BCPL on this account.

- 23.2 The contractor will be solely responsible for any consequences under laws, arising out of any accident caused by the Vehicle / equipment to the property or personnel of BCPL. The contractor shall also be responsible for any claim / compensation that arises due to damage caused or injuries sustained by any third party/parties by his/their Vehicle in addition to damages / disabilities / death including permanent life injuries etc. to the employees/property of BCPL. The contractor shall reimburse on demand and without any demur the compensation / damages if any sustained by the BCPL on this account.
- 23.3 The contractor himself will be responsible for any damage to the Vehicle or any personal injury to driver or any other person in the employment of contract (s) while Vehicle / equipment (s) are on BCPL Duty.
- 23.4 BCPL shall not be responsible for any claim / compensation that arise due to damages / injuries / pilferage to the contractor's Vehicle/property under any circumstances while the Vehicle / equipment (s) was/is engaged for the BCPL duty.
- 23.5 It is the responsibility of the contractor to inform the user of the Vehicle as well as the Head of Transport department the occurrence of any accident involving his/their Vehicle as early as possible to avoid any disruption of BCPL's operations, provide substitute and submit a detailed report to the head of transport section within 24 hrs for the record of BCPL.
- 23.6 Absence of Vehicle due to any accident may not be entitled for any exemptions from the liabilities of the contract whatsoever. Arrangement of the alternative / substitute is the responsibility of the contractor unless otherwise exempted for reasons beyond the contract's control.

24.0 LOCATION AT WORK:

The area of the work is C&P store, Chemical store, warehouse, designated dump yards, Lepatkata BCPL, Dhuliajan BCPL and other areas as specified by Engineer-in-Charge, BCPL Project site, Lakwa, District: Sivasagar (Assam), Pin: 785688.

25.0 PAYMENT OF BILL:

- 25.1 Contractor shall submit monthly bills in triplicate to the Engineer-in-Charge for certification along with relevant document such as measurement sheets, log books in support of the claims in respect of the service rendered by him on monthly basis to BCPL, Lakwa (EIC). Payment shall be made by finance department, BCPL, Lepatkata within 15th Days.
- 25.2 Payment will be released for the correctly made bills normally within 15 days of receipt of bills. BCPL will entertain no claim of interest for any delay on billed amount.
- 25.3 The contractor shall also be required to furnish proof/ copies of forms/ returns as per the checklist attached herewith every month along with the monthly bills to the Engineer in Charge. The checklist is indicative for monthly bills only and other forms/ returns as required under various acts shall be required to be filed/ maintained by the contractor himself regularly.
- 25.4 BCPL reserves the right to recover from the bill(s) and CPBG of the contractor the amounts due to the BCPL against any penalty or as a result of any claim(s)/compensation (s) or due to any statutory imposition etc., without prior notice. BCPL also reserves the right to with hold

any payment to safeguard the interest of the BCPL against any due (s) claim (s) etc. The decision of Engineer – In - Charge in this regard shall be final and binding on the contractor.

25.5 No interest shall be payable on with held amounts.

25.6 Accounts Department shall deduct the Income Tax applicable as per Income Tax Act and other taxes as applicable from the bills.

26.0 PERIOD OF CONTRACT:

26.1 The contract shall remain valid for a period of 01 Years to be recognized from the placement of LOA/LOI/.

26.2 The contract normally stands terminated after the expiry of the period of the contract. However, BCPL reserves its right to terminate the contract at anytime by giving 30 days notice in writing without assigning any reasons thereof. The contractor shall have no right to claim any compensation thereof.

26.2 The contract may be extended for further period of Six Months (maximum 25% of contract/awarded value) on the same rates, terms and conditions at sole discretion of BCPL.

27.0 MOBILISATION PERIOD:

27.1 The contractor is required to mobilize and deploy the vehicles of specified make & model within 04 weeks from the date of issuance of FOA/LOA.

27.2 During the period of mobilization, contractor may deploy similar vehicle of even lower model but not older than 03 years of the approved model. Acceptance of such vehicle will be entirely at discretion of the company and decision of the EIC shall be final and binding to the contractor. The company may at its discretion extend the period of mobilization up to a maximum period of 02 months on submission of sufficient documentary evidence to the effect that he will be able to deploy the vehicle of approved make & model within extended period of mobilization. For such deployment of vehicle, reduced rates as mentioned in para 27.3 of SCC – Part – B shall be applicable.

27.3 **Reduce Rate Clause:** During the period of mobilization / extended period of mobilization as mentioned in para 27 (1) & (2) above, the rate offered by the agency for the specified model of Vehicle shall be reduced at the rate of **12.5%** for each year of lower model than the approved model (not older than January-2013) i.e., **@ 12.5%** if vehicle supplied is of model 2014, **@ 25%** if vehicle supplied is of model 2013 and **@ 37.5%** if vehicle supplied is of model 2012 which shall be deducted from the monthly rate offered by the agency. **A model of below year 2012 will not be acceptable in any condition.**

27.4 BCPL reserves the right to cancel the work order in case contractor fails to deploy the vehicles of approved make & model within the mobilization / extended mobilization period. **“In the eventuality of cancellation of work order, the Earnest Money Deposit shall stand forfeited”.**

28.0 INDEPENDENT STATUS

In the performance of this contract, the contractor shall be an independent contractor. Neither the contractor nor any persons deployed by the contractor shall be deemed to be employee or agents of the BCPL. The Contractor agrees to relieve and indemnify BCPL

from and against all claims and demands whatsoever made against the BCPL by persons deployed by the contractor and / or for whom the contractor is otherwise responsible under Laws of the land.

29.0 INCORPORATION CLAUSE:

BCPL can incorporate any condition, which is not envisaged herein at the time of agreement, which can be in the sole interest / advantageous to BCPL.

30.0 ASSIGNMENT:

This contract shall not be assigned except with express prior approval of BCPL. The contractor shall not sub-contract the work or any portion thereof without the prior written consent of BCPL. Any detection of sub-letting / assignment may result in termination of the contract without any notice as also debarring / banning of business of the contractor for further business in BCPL.

31.0 NOTICE:

Any notice require to be given under the contract including all correspondence shall be addressed to the respective parties at their addresses given in writing. The respective parties in writing under registered cover at least fifteen days prior to the proposed change shall communicate any change in address.

32.0 ADDRESS OF THE PARTY:

All correspondence to bidders shall be done on the address provided at the time of submission of bid until and unless change, if any, not provided to BCPL in writing.

32.1 SAFETY AT SITE:

32.2 The Contractor shall ensure that all such contract workmen who will be positioned to extent the service are required to wear cotton uniform, helmets, hand gloves and safety shoes. These shall be provided by the contractor at their own cost.

32.3 No such person shall be allowed to perform duty without safety gears and other safety otherwise penalty shall be imposed at the rate of Rs. 200/- (Rupees two hundred only) per instances of lapse. The decision of Engineer-in-charge regarding this is final and binding.

32.4 Contractor shall ensure that his staff follows safety rules, regulations & guidelines of BCPL and adheres to strict discipline.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

SECTION IV

GENERAL CONDITIONS OF CONTRACT

(ATTACHED SEPARATLY)

SECTION-V

SCHEDULE OF RATES

(ATTACHED SEPARATELY)