



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

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150286/MKB

Date: 08.04.2016

To,

**BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE
AND LANDSCAPING WORKS AT BCPL – TOWNSHIP, DIBRUGARH**

LIMITED DOMESTIC COMPETITIVE BIDDING

Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
“Administrative Building”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel# +91-373-2914635

For Brahma Putra Cracker and Polymer Limited,
(A Government of India Enterprise)

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Project Site Office: Administrative Building, BCPL-Project Site, A.T. Road, PO-Lepetkata, Dibrugarh-786 006, Assam Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)

Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA–201 301: Tel: 0120-2513102, 011-26185941(Fax)

BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE AND LANDSCAPING WORKS AT BCPL – TOWNSHIP, DIBRUGARH

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REQUEST FOR QUOTATION (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system towards **ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE AND LANDSCAPING WORKS AT BCPL – TOWNSHIP, DIBRUGARH**, as detailed below in complete accordance with enclosed tender document:

1) **Salient features of bid document:**

1.2.1	Type of Enquiry, Mode of bid submission	Open Domestic Tender (Bid to be sent by post / courier or hand delivered).
1.2.2	Earnest Money Deposit / Bid Security (Refundable)	Rs. 1, 27,000/- (Rupees One Lakh Twenty Seven Thousand only).
1.2.3	Bid Document No.:	BCPL/DIB/C&P/SER/20150286/MKB
1.2.4	BIDDING DOCUMENT FEE (NON REFUNDABLE)	NOT APPLICABLE
1.2.5	Period of Contract	Period of Contract as per Special Conditions of Contract (SCC) Part-B.
1.2.6	Pre-Bid Meeting	18.04.2016 (if the particular day is a HOLIDAY at BCPL, Lepetkata the Pre-Bid will commence on next working day)
1.2.7	Last date and time for Submission of bid	28.04.2016 up to 14.30 hrs (IST)
1.2.8	Date and time for opening of un –priced bid at BCPL, Lepetkata	28.04.2016 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days).
1.2.9	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	Manish Kumar Binjola, Sr. Officer (C&P) E-mail: mkbinjola@bcplindia.co.in Ph. No. +91-373-2914635

The complete bidding document is also available on the website of GAIL (www.gailtenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal, bidders can submit their bid from downloading the tender document subject to undertaking as mentioned below:

An undertaking (by the bidders who quotes by downloading 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.

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 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.**

Earnest Money Deposit as specified.

EARNEST MONEY DEPOSIT: Rs. 1, 27,000/-

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of Crossed Bank Demand Draft / Banker's Cheque drawn on any Nationalized / Scheduled bank in favour of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam.

*Micro and Small Enterprise shall be exempted from submission of EMD/Bid bond provided they are registered for the items they intend to quote against BCPL tender. **Micro and Small Enterprise documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant**

Format of Bank Guarantee towards EMD is enclosed with tender.

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.

BIDDERS ELIGIBILITY CRITERIA/ BID EVALUATION CRITERIA:

(A) TECHNICAL CRITERIA:

1. The bidder should have successfully completed/ executed at least one Single work order / contract of Horticulture & Landscaping works of value not less than Rs. 32 Lacs (Rupees thirty two lakh only) (inclusive of all taxes excluding service tax) in any of the preceding seven (07) years reckoned from the last date of bid submission.
2. Bidder must submit copies of relevant work order and its completion certificate issued by the end user in support of meeting the above experience. Copy of completion certificate must indicate reference no. of work order/date, actual date of contract started & completed and actual executed value of work order.

*All documents in support of **Technical Criteria (i.e, Work order & completion / execution certificate, etc)** of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessary be duly certified / attested by **Chartered Engineer and notary public** with legible stamp.*

NOTE:

- a) For running similar service contracts, if the actual executed value is equal to or more than the value indicated above as on un-priced bid opening date, the same shall also be considered as meeting the single order value criteria.
- b) A Job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for 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 payments 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 to meet BEC.
- c) However, Bids of Joint Venture/Consortium and experience of Sub-contractors is not acceptable.
- d) For experience based on composite works:
In case bidder has executed a composite work in a single contract which includes qualifying work stated above, then value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.

(B) FINANCIAL CRITERIA:-

- 1) The bidder must have a minimum annual turnover of Rs. 32 Lacs in any of the 03 (three) Proceeding audited financial years.
- 2) Bidder shall have minimum working capital of Rs 6.4 Lacs as per the last audited financial year. If the bidder's working capital is inadequate, the bidder shall supplement this with a letter issued by their Banker having net worth not less than 100 Crore or US \$ 22million, conforming the availability of line of credit to meet the above specified working capital requirement.
- 3) The Financial Net Worth of the Bidder should be positive as per the last Audited Financial Statement.
 - *Bidder shall submit details of Financial Capability of bidder in the prescribed format duly signed & stamped by **Chartered accountant**.*
 - *Further, copy of full audited annual financial statements submitted in bid shall be duly certified /attested by **notary public** with legible stamp.*

The cut-off date for meeting the criteria of BEC of the tender shall be the due date for submission of bids.

1) Evaluation Methodology:

Bids shall be evaluated on the basis of LOWEST BID on overall basis.

2) TECHNICAL SPECIFICATION :

Refer SPECIAL CONDITION OF CONTRACT –SECTION III of tender document.

3) EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
3. In case the applicable amount towards Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.
4. The statutory variance in Excise duty +Ed Cess, Cst, Vat ,if any applicable on finish goods or Service tax on service contract within the contractual delivery period shall be to purchaser's account against submission of the documentary evidence .However , any increase in the rate of these taxes and duties beyond the contractual completion period shall be to seller's account . Any decrease in the rate of taxes & duties shall be passed on the purchaser.

4) SERVICE TAX: -

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.

- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 14.5%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.

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 of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

6) CONTRACT SCHEDULE:

The total contract period for this work will be for **12 months**, reckoned from the date as mentioned in letter of award. For details refer SCC (part-B).

7) VALIDITY PERIOD OF OFFER:

The period of validity of the quotations should not be less than 120 days from the date of opening of technical bid. Quotations with less validity are likely to be ignored.

8) VAT / CST No:

Bidder need to indicate valid sales tax registration no. in the quotation.

9) SECURITY DEPOSIT:

7.5 % of contract value (Excluding taxes and duties) to be submitted either in the form of BG or DD within 30 days of receipt of LOA/LOI. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24)

10) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.

- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

11) **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.

12) **OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:**

The OWNER reserves the right at the time of award of contract to increase or decrease the quantity specified in the scope (in respect of each item of scope), without any change in unit price and other terms & conditions.

13) **ORDER OF PRECEDENCE:**

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

- i) Preamble to SOR and Schedule of Rates (SOR)
- ii) RFQ Covering Letter
- iii) Instruction to Bidders
- iv) Special conditions of contracts (Part B)
- v) Special conditions of contracts (Part A)
- vi) General Conditions of Contract

14) **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. Accordingly, following provisions shall be incorporated in all tenders:

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of

MSEs owned by SC/ST entrepreneurs.

In case tendered item is non-splitable 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 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. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) 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 Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

- 15) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-11 "Acknowledgement Cum Consent Letter" attached in the tender alongwith reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

OTHER DOCUMENTS BIDDER SHALL SUBMIT:

-
- Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.
OR
Affidavit of proprietorship and power of attorney in case of Proprietary firm
OR
Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) and power of attorney.
 - Attested copy of service tax registration certificate.
 - Attested copy of PAN Card.
 - Attested copy of PF registration certificate.
 - Duly filled Bank Details format along with cancelled cheque for RTGS / NEFT payment.
 - Copies certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant of all

the relevant documents in support of SSI, MSE unit.

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.

Tender Consignee Address:

Contracts and Procurement Department
Administrative Building, Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata, District – Dibrugarh, Assam, India PIN – 786006
Tel-0373-2914635

In case bidder(s) have any queries, they may present the same to the undersigned Ph. No. 0373-2914635 / email – mkbinjola@bcplindia.co.in. Corrigendum/ addendum incorporating the clarifications, if any, will be issued to the prospective bidder / who have submitted Acknowledgement letter (F -11) over mail and subsequently will be uploaded in website.

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

**Manish Kumar Binjola
Sr. Officer (Contracts & Procurement)
E-Mail: mkbinjola@bcplindia.co.in
Ph no: 0373-2914635**

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)
Year1:	
Year2:	
Year3:	

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 reserves & Surplus)	

Name of Audit Firm:
Chartered Accountant
Date

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership no.

Instructions:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150286/MKB**BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR HORTICULTURE AND LANDSCAPING WORKS AT BCPL – TOWNSHIP, DIBRUGARH****Due Date & Time of bid submission:** Up-to 14.30 hrs (IST) on 28.04.2016**Date and time for opening of bids:** 15.00 hrs (IST) on 28.04.2016**From:****To:**

	CONTRACTS 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.:0373-2914635
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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From:

to:

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

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

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45 Performance Rating & Evaluation:

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 III, Special Conditions of Contract, hereinafter referred to as "the Services".

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

As mentioned in page 04 of tender document.

4. One Bid per participates

4.1 A firm shall submit only one bid in the same bidding process. A bidder who submits or participate in more than one bid will cause all the proposals in which the bidder has Bidder participated to be disqualified.

5. Cost of Bidding

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

6. Site Visit

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

6.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and

against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

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

7. Service Tax

Please Refer Clause No 4 of RFQ

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit: Not Applicable

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

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

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

EMD / BID BOND as specified

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

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

iii) Agreed Terms & Conditions duly filled-in at F-13.

iv) 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

v) All formats mentioned in Section: IIB

Any other information/details required as per bid document.

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

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

Part-II price Bid

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

13. Bid Prices

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

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

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

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

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

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

13.7 Alternative bids shall not be considered.

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

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

14. Bid Currencies

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

15. Bid Validity

15.1 Bids shall be kept valid for 4 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.

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

16. Bid Security

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

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

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

In case Bid Security is in the form of a Bank Guarantee or irrevocable Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with

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

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

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

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

16.7 The bid security may be forfeited:

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

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

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

17. Pre-Bid Meeting

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

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 EMD / Bid Bond

19.2.15 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

Brahmaputra Cracker & Polymer Limited (BCPL) has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.

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 A - Techno-commercial/ unpriced Bid,

Part B - Priced Bid

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

22.3 Part 'B' 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 'A', PART 'B' should be enclosed in a larger envelope duly sealed and pasted with corresponding CUT OUT SLIP enclosed and also bear the name and address of The Bidder.

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

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

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Unprice Bid Opening:

BCPL will open bids, including withdrawals and modifications made pursuant to Clause 25, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the

RFQ. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

- (a) meets the Bid Evaluation Criteria;
- (b) has been properly signed;
- (c) is accompanied by the required securities;
- (d) is substantially responsive to the requirements of the bidding documents; and
- (e) 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.

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 Profoma given in Instruction to Bidder (ITB) F-16 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

7.5% of contract value (Excluding taxes and duties) to be submitted either in the form of BG or DD within 30 days of receipt of LOA/LOI. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24).

41. Corrupt or Fraudulent Practices

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

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

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

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

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

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

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

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

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

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

42 Misc.

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

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

43. ERRANT BIDDER:

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

44. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

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

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

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

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

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

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

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 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 for a period specified in para B 2.2 below from the date of issue of banning order.

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for

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

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

45 Performance Rating & Evaluation:

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

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

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

Very good

Good

Fair

Poor

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

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

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE 40 Marks

Delivery Period / Completion Schedule	Delay in Weeks	Marks
a) Up to 3 months	Before CDD	40
	Delay up to 4 weeks	35
	Delay up to 8 weeks	30
	Delay up to 10 weeks	25
	Delay up to 12 weeks	20
	Delay up to 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay up to 4 weeks	35
	Delay up to 8 weeks	30
	Delay up to 10 weeks	25
	Delay up to 16 weeks	20
	Delay up to 20 weeks	15
	Delay up to 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

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

i. Rejection / Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases.	10 Marks
ii. When quality failure endanger system integration & safety of the system.	Failure of severe nature	0 Marks
	- Moderate nature	5 Marks
	- Low severe nature	10-25 marks
iii. Number of deviation	1. No. deviation	5 marks
	2. No. of deviation < 2	2 marks
	3. No. of deviation > 2	0 marks

1.3 RELIABILITY OF PERFORMANCE 20 Marks

A.FOR SUPPLIES:

(i) Submission of order acceptance, PBG, drawings & other documents within time.	5 Marks
--	---------

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

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

(Country Code) (Area Code) (Telephone Number)

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 Whether Supplier / Manufacturer _____
 Dealer/Trader/Contractor

1-12 Banker's Name, Branch _____

1-13 Bank account number _____

1-14 TIN/CST/VAT _____(enclose copy of registration for TIN/CST/VAT)

1-15 SERVICE TAX NUMBER _____ (Enclosed Copy of 'Service Tax Registration Certificate)

1-16 PAN No. :

1-17 Whether SSI Registrant Or not :

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

To,
Dy. General Manager(C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +913732914635

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 F o u r (04) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by anytime 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.

SEALAND SIGNATURE
DATE:

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

(SIGNATUREOFWITNESS)

WITNESSNAME:

ADDRESS:

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To
 BRAHMAPUTRA CRACKER & POLYMER LTD.
 “ADMINISTRATIVE 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 in liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the -----Bank at-----having our Head Office -----

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ----- day of -----201 ----- at -----

WITNESS:

(SIGNATURE)
 (NAME):
 (OFFICIAL ADDRESS):

(SIGNATURE)
 (NAME)
 Designation with Bank Stamp
 Attorney as per _____
 Power of Attorney No. _____
 Date: _____

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:
 Date:

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

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

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:
Date:

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

BIDDER'S QUERIES FOR PREBID MEETING

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

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

SIGNATURE OF BIDDER: __

NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Description of the Work	Date of 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.
 “Administrative Building”, NH-37, P.O. Lepatkata,
 Dibrugarh, Assam, PIN – 786006

Dear Sirs,

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

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

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

Yours faithfully,

 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. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

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

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

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

Place:

Date :

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Sr. Officer (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914635

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. A N D

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
behalf of the EMPLOYER.

Signed and Delivered for and on behalf of
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 4 (Four) 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.	
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		Confirm that the prices are quoted as per clause 13.0 of ITB.	
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 Annexure-Z	
24		Confirm that bidder has understood Preamble to Schedule of Rates and Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
26		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
27		SOR has been signed & filled up as quoted exactly in the same format of RFQ	
29		All items of each SOR has been quoted	

BIDDER CONFIRMS THAT IN CASE OF CONFLICTING VERSION OF VARIOUS TERMS & CONDITIONS AT DIFFERENT PLACES, THE CONFIRMATION FURNISHED AS ABOVE SHALL BE CONSIDERED OVERRIDING AND FINAL AND ANY OTHER DEVIATION INDICATED ELSEWHERE SHALL BE TREATED AS REDUNDANT.

Signature _
Name-----
Designation _
Tel No.
E-mail -----
Fax No-. -----
Office St-am-p -----_

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

(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To
Brahmaputra Cracker and Polymer Limited
Lepetkata , Dibrugarh-786006

Dear Sir,

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

It is confirmed that against tender No: _____ dated.....
.....2016 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

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

SR NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No
		YES	NO	
1	Have you enclosed the duly certified Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.			
2	Tender Fee has been submitted			
3	Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "BCPL." Payable at Dibrugarh.			
4	Documentary evidence towards MSME (if applicable) Micro and Small Enterprise documents submitted by bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant.			
5	Have you enclosed all forms & formats duly filled, signed & stamped.			
6	Bank Details along with cancelled cheque for RTGS / NEFT payment –F 16			
7	Have you enclosed complete tender duly signed & stamped.			
9	Have you submitted Corrigendum /Pre-bid queries			
10	Attested copy of service tax registration certificate			
	Attested copy of PAN Card.			
	Attested copy of PF registration certificate			
11	Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney. OR Affidavit of proprietorship and power of attorney in case of Proprietary firm OR Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) and power of attorney.			

E-Banking Mandate Form

(To be issued on vendors letter head)

**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

**CONSENT LETTER ON ACCEPATNCE OF GENERAL CONDITIONS OF
CONTRACTS (GCC)/GENERAL PURCHASE CONDITION (GPC)**

NIT/RFQ NUMBER:

Dated:

Dear Sir,

In reference to the Tender number _____, Dated _____, I/we
have read the following Conditions of Contract which is available in the BCPL website.

I/ we further confirm that we have agreed to all the conditions as printed/available in the
Documents in BCPL website in entirety and unconditionally.

1. General Conditions of Contract.

(http://www.bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf)

Thanking you,

(Sign of the authorized signatory with the Company/ Firm seal)

Name:

Designation:

Company Seal:

SPECIAL CONDITIONS OF THE CONTRACT**SCC: Part -A****1.0 GENERAL:**

- 1.1 *The **Special Condition of Contract** shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.*
- 1.2 *Where any portion of the “**General Condition of Contract**” is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the “**General Conditions of Contract**” and shall to the extent of such repugnancy, or variations, prevail.*
- 1.3 *Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.*
- 1.4 *The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.*

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

2.0 LOCATION:

Refer SCC-Part B

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

As per (SCC) **Part-B.**

The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

5.0 TERMS OF PAYMENT:

Terms and conditions related to Payment terms are specified in **SCC Part B.**

6.0 EARNEST MONEY:

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

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **(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 Quoted rates should be inclusive of all taxes & duties applicable during the contract period except Service Tax and Education Cess thereon. Service Tax and Cess thereon shall be paid extra if applicable on submission of documentary evidence/invoice(s).

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @7.5% of Annualized Contract Value excluding taxes & duties 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 total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed Profoma which shall be valid

for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.

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

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

- 11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.
- 11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.
- 11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.
- 11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.
- 11.7 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

12.0 MEASUREMENT OF WORK:

- 12.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.
- 12.2 Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of the Engineer-in-Charge. In such cases payment will be made on actual measurements.

13.0 DEFECT LIABILITY PERIOD:

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

- 14.3 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.
- 15.0 **MOBILIZATION ADVANCE (M.A.):**
No mobilization advance is payable for this work.
- 16.0 **COMPENSATION FOR EXTENDED STAY:**
No compensation for extended stay is payable to contractor.
- 17.0 **ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):**
In items rate contract where the quoted rates for the items exceed 50% of the owners/estimated rates, such items will be considered as Abnormally High Rates Items (AHR) and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:
- (I) Rates as per SOR, quoted by the contractor.
 - (II) Rate of the item, which shall be derived as follows:
 - a. Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.
- 18.0 **MISCELLANEOUS:**
All obligations arising of labor deployment labor laws to meet the necessary statutory requirement would solely lie on the contractor. Contractor would be solely responsible for safety and security of manpower and materials.
- 19.0 **SUBMISSION OF TENDER DOCUMENTS:**
Over-writing should be avoided. Any overwriting or cutting should be signed by the bidder. All copies of tender documents along with drawings should be signed and submitted by the bidder.
- 20.0 **SCHEDULE OF RATES:**
- 20.1 The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.
- 20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.
- 21.0 **COMPENSATION FOR DELAY:**
As per GCC.
- 22.0 **TERMINATION OF CONTRACT:**
As per GCC.
- 23.0 **CONTRACT AGREEMENT:**
If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 10 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of RS. 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Deputy General Manager(C&P), BCPL, DIBRUGARH, ASSAM.

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

25.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-in-charge.

25.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.

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

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.0 NUISANCE:

The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or tenants or occupants or their properties near the site and to the public generally.

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

The contractor shall not be entitled to any increases on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation explanation statement or alleged representation, promise or guarantees given or called to have been given to him by any person.

29.0 CARE OF WORKS:

From the commencement to completion of the work, the contractor shall take full responsibility for the care for all works including all temporary works any in case any damages, loss or injury shall happen to the work or to a part thereof or to any temporary works from any reason.

30.0 DEFENCE OF SUITS:

If any action in court is brought against the owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the contractor to perform any acts, matters, convenient or things under the contract or damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representative or his subcontractors or in connection with any claim based on lawful demand of sub-contractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all lesson, damages, expenses or decrease arising out of such action.

31.0 RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:

- 31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 31.3 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.
- 31.4 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 31.4.1 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.
- 31.5 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.
- 31.7 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.
- 31.8 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.
- 31.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 31.10 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.
- 31.11 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.
- 31.12 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.
- 31.13 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.
- 31.14 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.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.

- 31.16 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.
- 31.17 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.
- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 31.20 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.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 31.22 All types of transport connected with the work shall be in the scope of the contractor.
- 31.23 Suitable site office space may be provided by BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 31.25 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.
- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 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.
- 31.28 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.

32.0 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.

33.0 ARBITRATION CLAUSE:

- 33.1 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.

- 33.2 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.
- 33.3 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.
- 33.4 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.
- 33.5 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.
- 33.6 The venue of arbitration shall be Guwahati.
- 33.7 The award of the Arbitrator shall be final and binding on both the parties.
- 33.8 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.
- 34.0 JURISDICTION:**
The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at GUWAHATI for the purpose of disputes, actions and proceedings arising out of the CONTRACT.
- 35.0 PRICE PREFERENCE:**
Price Preference to Central/State Government/Public Sector Enterprises (PSEs), Public Sector Construction and Services Enterprises or joint ventures with PSEs shall be applicable as per directives of Government of India.
- 36.0 SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT:**
- 36.1 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.
- 36.2 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.
- 36.3 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.

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

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

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

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

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

38 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.

39. GUIDELINES FOR ENGAGEMENT OF PROJECT AFFECTED PERSONS (PAP)

The contractor will ensure engagement of 100% project Affected persons (PAP) and local persons in un-skilled category of work for which the list of such persons will be provided by the authorized person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.

So far as engagement of Semi-skilled and Skilled category of manpower in the said work is concerned, the contractor will give preference to PAPs and local persons fulfilling the technical requirement of the job / work.

SPECIAL CONDITIONS OF CONTRACT –PART B

SPECIAL CONDITIONS OF CONTRACT

&

SCOPE OF WORK

SPECIAL CONDITIONS OF CONTRACT –PART B

SUBJECT: ANNUAL MAINTENANCE CONTRACT OF HORTICULTURE WORKS
AT BCPL TOWNSHIP, LEPETKATA FOR M/s BRAHMAPUTRA
CRACKER & POLYMER LIMITED.

1. SPECIFICATIONS:

- 1.1 The specifications for the entire work shall be in accordance with latest CPWD specifications, MORSTH specifications, Latest IS codes and manufacturer's specification.
- 1.2 Whenever these codes are silent, the same shall be governed by sound engineering practice and the decision of the Engineer-In-Charge in matter of interpretation shall be final and binding on the contractor.
- 1.3 GCC/CPWD Specifications are kept in Civil Department at Estate Office and tenderer are advised to inspect and read carefully before submitting their quotation. It shall be presumed as fully read and understood by the tenderer irrespective of the fact whether they have done so or not and no claim on this account shall be entertained at a later date. It is deemed Under stood that the tenderer have thoroughly read the GCC before filling in the rates.
- 1.4 In case of ambiguity in Schedule Of Rates (SOR), general conditions, specifications, drawings the following order of precedence will prevail:

2.0 ORDER OF PRECEDENCE

In case of ambiguity in Schedule of Rates (SOR), general conditions, specifications, drawings the following order of precedence will prevail:

- (a) Telex/Telegram/Fax of intent, detailed letter of intent along with statement of agreed variations and its enclosures and any corrigendum/addendum.
- (b) Schedule of Rates (SOR)
- (c) Special /Additional conditions of contract.
- (d) Specifications/Special notes regarding specifications / drawings in conjunction with each other.
- (e) General conditions of contract.

- 3.0** The work is required to be done at **BCPL Township, Barbaruah, Dibrugarh**. Depending upon exigencies of work and as per instruction of EIC, the work may require to be executed out side also such as BCPL Plant etc.

The bidder is advised to see the site conditions and nature of job before quoting his rates. It shall be taken that bidder has seen the site conditions and no claim on this account shall be entertained at a later date. Job shall be done in strict compliance with tender specifications.

The various items to be operated has been dealt in schedule of rates attached with tenders documents. The rates should include supply of all materials, man power, equipments, consumables, taxes, duties, royalties, profits and overheads like PF/Labour License,

Insurance, labour gate passes etc. required for the job as per specifications and Schedule of Rates (SOR).

4.0 SUBLET OF WORK

The contractor shall not sublet the contract, except with the written consent of the BCPL. See the relevant clause in GCC for details.

5.0 LOCATION AND SITE CONDITIONS

5.1 **BCPL Township** is situated adjacent to NH-37 (almost 18 KM from Dibrugarh Town – towards Guwahati) in the Dibrugarh district of Assam.

5.2 The contractor deemed to have inspected the site thoroughly and acquainted himself with the site conditions, availability of storage for materials, work areas available for construction, disposal / stacking of surplus earth from excavation of all kinds of soil/ rocks and acquainted himself with the general nature of the site, sub soil water table and its other features likely to affect his tender and the construction of the works. No claim/ extension of time whatsoever shall be entertained on account of prevailing site conditions.

6.0 TIME SCHEDULE

Total period of contract for this work will be for 12 months, reckoned from the date as mentioned in letter of award. Time is the essence of the contract and as such as every effort should be made to complete the work within prescribed time period for the execution of the work as contemplated under this contract. **The contract may be extended for further period beyond 12 months (maximum 6 months) if required / desired by BCPL. In this regard, the decision of Engineer-In-Charge shall be final and binding on the contractor.**

BCPL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days notice to the contractor.

7.0 SCOPE OF WORK

The scope of work shall be generally as per Schedule of rates, drawings etc for the subject work which are self-explanatory but not limited to the quantities and specifications indicated therein. However, it is understood that the scope of work shall include interalia, the carrying out of any and all works and providing any and all facilities, as required for completing the works as per terms and conditions of Contract Document. Contractor's scope of work shall include but not limited to the following :-

A. PLANTATION OF LAWN:

1. Digging the soil up-to 60 Cms. depth and disposing rubbish from the premises to outside at designated place.

2. Back filling the excavated area with Good Garden earth and manure in 3:1 (3 parts earth : 1 part manure) ratio and leveling the area & giving proper slopes for drainage.
3. Flooding the area with the water, removing weeds after 10 to 15 days and then fine dressing.
4. Planting of selection no 1 type grass with 15 cm spacing on either side including watering the lawn as required, (during initial development of 15 days, watering is to be done every day).
5. Any other job pertaining to initial development but not covered above & which in the opinion of BCPL is necessary for proper plantation of lawn, will be carried out by the Contractor at no extra cost.

B. PLANTATION OF SHRUBS AND TREES :

1. In the case of plantation of shrubs in already prepared bed, saplings of specified variety having a minimum height 1.5 feet shall be planted after necessary excavation & backfilled.
2. In the case of areas where plantation bed is not prepared/available, pit of size 60 cm dia and 60 cm deep for shrubs and 1.20 M dia and 1.20 M deep for trees shall be excavated in all type of soils, and disposing rubbish from the premises to outside designated place directed by Engineer-in-Charge. The excavated pits shall be backfilled with good garden earth and manure as specified in the item.
3. Saplings of the shrubs/trees of minimum 1.5 feet shrubs and 3.5 feet for trees/plants shall be planted in the prepared pits.
4. The saplings shall be supported with bamboo sticks and watered properly to ensure proper growth of plants.
5. With regard to the different varieties of the shrubs/trees, the decision of EIC shall be final and binding on the contractor.
6. Any other jobs related to plantation of shrubs/trees not covered above but which in the opinion of Engineer-in-Charge are necessary for proper plantation of the same, will be carried out by the contractor at no extra cost.

C. PLANTATION OF HEDGE

1. In the case of plantation of hedge in already prepared bed, saplings of specified variety having a minimum height 1.5 feet shall be planted after necessary excavation & backfilled.
2. In the case of areas where plantation bed is not prepared/available, excavation of trench of size 45 cm wide and 60 cm deep in all type of soils and disposing rubbish from the premises to outside the plant at designated place or as directed by Engineer-in-Charge. The excavated pits shall be backfilled with good garden earth and manure as specified in the item.
3. Planting of specified hedge @ 30 cm C/C in the prepared trench.
4. The height of plants (if supplied by contractor) should be of 45 cm minimum.
5. Any other job pertaining to initial development but not covered above & which in the opinion of BCPL is necessary for proper plantation of hedge, will be carried out by the contractor at no extra cost.

D. MAINTENANCE SPECIFICATION FOR LAWN, GARDEN (Flower Beds) :-

Following operations are to be done:

1. Watering the lawn every day for first 15 days after initial development and thereafter minimum once in a week during winter and thrice in a week during summer or more if required during monsoon as & when required as per site condition.
2. Removal of weeds from lawn minimum twice or more in a month to keep the lawn area free from weeds.
3. Rolling/mowing the lawn area & hoeing of beds minimum twice in a month or more as per site requirements.
4. Application of sweet sandy soil of approved quality @ 0.5 Cum. per 100 Sqm of lawn area once in a year (preferably during Dec-Jan) from the stack inside the plant area, however, the cost of sweet sandy soil shall be paid for separately.
5. Spraying of pesticides, DAP, Urea etc. as per requirement, in flower beds & other ornamental plants and the lawn area.
6. Removal of dead leaves, sweeping the lawns, gardens, flower beds etc. as and when required and disposing of the rubbish etc. at a suitable place outside the premises or as directed by Engineer-in-Charge.
7. Any other job related to maintenance of lawns, gardens, flower beds etc. not covered above but which in the opinion of EIC are necessary for proper maintenance of lawn/garden will be carried out by the contractor at no extra cost.
8. The contractor will have to replace at his own cost any grass planted/maintained within the contract period which dies for any reason whatsoever during contract period.
9. Suggested periodically of lawn mowing and grass cutting is as detailed below

	Lawn mowing	Grass Cutting
Winter/Summer seasons	- Once in 10-12 days	Once in three weeks
Monsoon season	- Once in 7 days	Thrice in a month.

The above periodicity is suggestive only and may vary depending on actual climatic conditions and work requirement, as per the decision of EIC.

E. MAINTENANCE OF SHRUBS / TREES:-

1. Watering the shrubs/trees & in lawn area: Twice in a week during winter and four times a week during summer season and during monsoon as and when required.
2. Providing bamboo supports to the plants wherever required.
3. Removal of weeds from the bed of trees and earthing up the soil so that only one sapling grows up from each pit.
4. The beds of the trees/shrubs should be dug up for moisturizing every fortnightly or more if required.
5. Application of manure once in a six months @ 1.0 Cu.M for every 100 shrubs/plants from the manure stacked in the plant area. However, the cost of manure shall be paid for separately.
6. Shaping of the trees/shrubs as and when required for proper crown and height for healthy growth (at least once in a month for shrubs and once in a three months for trees).
7. All trees/shrubs are to be kept healthy and free from diseases, insect infection and nutrient deficiency.
8. Spraying of pesticides, DAP, Urea etc. as per requirement, in flower beds & other ornamental plants and the lawn area.
9. The contractor will have to replace at his own cost any shrubs/trees planted/maintained within the contract period which dies for any reason whatsoever during contract period.
10. Any other job related to maintenance of trees/shrubs not covered above but which in the opinion of EIC is necessary for proper maintenance of the trees/shrubs will be carried out

by the contractor at no extra cost..

8.0 DEFECT LIABILITY PERIOD

There shall be no defect liability period for the subject work and the SD amount shall be released after 90 days of completion of the contract period and after submission of an Indemnity Bond by the contractor to the effect that he/they has/have paid wages in full & final to the workers engaged from time to time, fulfilled all labour law provisions in letter & spirit to Govt./Autonomous Body and also do not owe any amount to vendor/supplier/party in connection with the said work and they shall also indemnify BCPL from any future dispute /claim /litigation.

9.0 MEASUREMENTS AND PAYMENT

The payment shall be made for the actual work done as per the running account bills & final account bill raised by the contractor on the standard pro-forma prescribed by BCPL and duly certified by Consultant & Engineer-In- Charge. The payment shall be released as per the stages mentioned in the contract. The measurements shall be done as per CPWD/IS specifications failing which as per standard engineering practice shall be followed.

The bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to ENGINEER-IN-CHARGE

Monthly targets of horticulture scope of work, which has to be completed by the contractor has been indicated in all the SOR items and will also be instructed by the EIC. Though item no. A1 and B1 have been fixed, monthly payment against SOR Item No.A-1 and B1 shall be made on the basis of actual engagement of workers against actual working days and after the completion of all the targets given. The actual payment against this item shall be worked out as under:

Amount towards minimum wages = Total attendance of workers per month X minimum wages per day as applicable (A)

Add applicable PF rate (13.61%) on (A) (B)

Payment for Item No. A1 = (A) + (B)

The attendance/payment sheet showing attendance of workers, minimum wages, PF details as per the format attached as **Annexure ‘II’** shall be submitted along with the running bill as a proof for claiming payment against SOR Item No.A1 and B1.The minimum wages to be considered for payment shall be as per category “C” under Area “C” (for employment in construction & maintenance activities) as per the notification issued from time to time by the office of the Dy. Chief Labour Commissioner, Guwahati, Assam. The Minimum wages as per circular 1/15(3)/2015-LS-II dated 30.09.2015 of Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi. ALC is Rs. 236 /= per man day (unskilled) and Rs. 276/ =per man day (semi skilled) effective from 01.10.2015.

During the bill payment, total working days shall be worked out in actual and the payment of item no. A1 and B1 shall be made based on the same. Decision of the EIC shall be final & binding to the contractor in this regard. **However, contractor need not quote item no. A1 and B1.**

Service Tax shall be reimbursed as quoted / applicable against submission of cenvat invoice.

Payment for rest of SOR items shall be made as per quoted rate.

10.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

All materials, manpower, equipments and consumables shall be in the scope of supply of contractor and the quoted rates shall be inclusive of all necessary input to complete the job. All **tools and tackles** including lawn mower (vertical/horizontal), hose pipe, sickles, spade, small spade, pick axe tagari, Pruning saw, hand trolley etc, required to execute the work as per satisfaction of EIC, are in the scope of contractor. A List of minimum number of tools and tackles to be maintained at all times during the execution of the work is attached at **Annexure I.**, All consumable are in the scope of contractor as mentioned in the SOR.

11.0 SAMPLES FOR APPROVAL

The contractor shall furnish to the Engineer-In-Charge for approval samples of all material to be used in the item/work. Such samples shall be submitted before item/work is commenced in advance. It is the responsibility of the contractor to arrange for tests as required by Engineer-In-Charge at his own cost. The material representing approved samples shall only be used at site.

12.0 SUPERVISION OF WORK AND CONTRACT MANPOWER

Contractor or his authorized representative shall be available at site during the progress of the work. The contractor shall deploy two experienced supervisors at BCPL township site at his own end for daily job supervision, maintenance of records, job cards, registering the complaints over phone or in person, handling of stores etc. & for any other work assigned by EIC.

The supervision/Mali cost is included in the SOR items/bid value and no extra payment shall be admissible on this account.

Based on the past experience of BCPL, the execution of item no. 1 **of sub head A** of SOR requires deployment of **50 malis** per day on daily basis and item no. 1 **of sub head B** of SOR required deployment of **2 semi skilled supervisors** (considered **for 26 days** in a month) in regular shift. The scope explained under sub heads A & B of SOR shall be executed by unskilled & semi skilled labors respectively. **The daily working hours shall be 8 hrs excluding the lunch break. The contractor needs to fix the working hours from the first day of work and ensure the same in future too.**

In case, any of the Mali/worker out of minimum requirement as given above does not report on the work in particular day, a suitable replacement i.e. another Mali/worker will be provided by the contractor so as to ensure efficient & smooth services of the horticulture works. **Payment of SOR item no. A1 will be made on actual engagement of all the mali or workers against the actual working days.**

13.0 VARIATION IN QUANTITIES OF ITEMS DURING EXECUTION

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

14.0 COMPLETION CERTIFICATE

- 14.1 Within one month of the completion of work(s)/Part(s) in all respect, the contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all surplus materials and rubbish is cleared off the site completely nor until the work shall have been measured by the Engineer-In-Charge whose measurement shall be binding and conclusive. The works will not be considered as complete and taken over by the owner, until all the temporary works, labour and store and colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-In-Charge.
- 14.2 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the works, the Engineer-In-Charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off.
- 14.3 Such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any such actually realized by the sale thereof.

15.0 TERMS OF PAYMENT:

(A) PAYMENT OF RUNNING BILLS:

100% payment shall be released on completion of item / work as certified in the R.A bills.

(B) PAYMENT OF FINAL BILL:

- (i) Contractor must submit his final bill within sixty days of completion of the work and payment of the final bill shall be made to the contractor within 120 days of the submission of the bill and after completion of all obligations under the contract.
- (ii) **No Demand / Claim Certificate:** The contractor shall submit No Demand Certificate / No Claim Certificate for the net payment as finalized in the final bill before release of payment. The final bill shall be paid only on submission of NDC, otherwise final bill will be paid only after one year of submission of the same, as per BCPL's records and no claim of contractor shall be entertained thereafter.
- (C) The bills shall be submitted in a printed form in triplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to Engineer-In Charge.

16.0 EVALUATION OF PRICE BIDS AND AWARD OF WORK

- 16.1 The price bid may consist of one or more parts/sub-heads depending upon the nature of work (s). The bidders are required to quote rates in figure as well as words for each part/ sub-head as far as possible, BCPL intends to award the entire work to a single bidder on overall lowest cost basis, therefore, overall lowest bidder comprising of all the parts/sub-heads shall be considered for award. The rates quoted differently for similar items in each part/ sub-head shall be considered as is for evaluation purpose. For award of work and payment thereafter, the lowest of the rates quotes for similar items in different parts/ sub-heads shall be considered.
- 16.2 Based on the past experience of BCPL, the execution of item no. 1 **of sub head A** of SOR requires deployment of **50 malis** per day on daily basis and item no. 1 **of sub head B** of SOR required deployment of **2 semi skilled supervisors** (considered **for 26 days** in a month) in regular shift. The scope explained under sub heads A & B of SOR shall be executed by unskilled & semi skilled labors respectively. **The daily working hours shall be 8 hrs excluding the lunch break. The contractor needs to fix the working hours from the first day of work and ensure the same in future too.**
- 16.3 The rate of **item no. 1 (sub head A and sub head B)** of SOR has been derived in such a way so that payment of minimum wages and provident fund is ensured for the engaged manpower for the item. **Bidders are therefore advised to quote the rates of facility management charges after going through all the prevalent provisions in this regard.**
- 16.4 The minimum wages considered for payment is as per category "C" under Area "C" (for employment in construction & maintenance activities) as per the notification issued from time to time by the office of the Dy. Chief Labour Commissioner, Guwahati, Assam. The Minimum wages as per circular 1/15(3)/2015-LS-II dated 30.09.2015 of Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner ©, New Delhi. ALC is Rs. 236 /= per man day (unskilled) and Rs. 276/ =per man day (semi skilled) effective from 01.10.2015.

17.0 **ESCALATION**

17.1 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period and during the extended period (if any) except for item no. 1(**sub head A and B**) of SOR. The escalation for these items shall be payable as under :

17.2 Escalation due to increase in the minimum wages of labour shall only be paid.

17.3 If the minimum wages of labour increase due to revision under minimum wages act, the Contractor shall be compensated for such increase as per provisions detailed below and the amount of the Contract shall accordingly be varied, subject to the condition that such compensation for escalations in prices shall be available only for the work done during the stipulated period of the Contract including such period of which the contract is validly extended under the provisions of relevant clauses of the contract without any action under relevant clause (and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 06 months or less). Such compensation for escalation in the prices of labour when due shall be worked out based on the following provisions:

i) The base date for working out such escalations shall be from the date of receipt of tender.

ii) The amount of escalation payable shall be as per the following formula:

A. Escalation for labour component:

$$PL = W \times (L1-L0)/L0$$

Where

Lo- Is the minimum wage rate at site of work on the date of receipt of tender in respect of unskilled workers

L1- Is the revised minimum wage rate for the month under review at site of work as per Govt. notification

W- Value of the work done after the minimum wage rate is revised as per Government notification, W shall be calculated based on the amount towards minimum wages (total attendance of workers during the period multiplied by L0) actually paid during the period

PL- Amount payable to contractor extra over the contract price due to labour escalation,

18.0 CONSTRUCTION WATER AND POWER:

Water & power supply shall be provided by the owner free of cost at the nearest available point. The contractor has to arrange flexible cables to draw power from the nearest power point to lawn mower. Similarly, the contractor has to arrange flexible pipes for drawing water from the nearest available point. The cost towards power cables / pipes shall be borne by the contractor.

19.0 EXTRA ITEM /SUBSTITUED ITEMS

The rates for extra items/substituted items of work, ordered to be operated/executed shall be derived as under:

- a) If the item of work is similar to the item for which, the bidder has quoted rates in SOR, the quoted rate shall be applicable.
- b) If the rate for the item does not appear in the SOR , the rate shall be derived from similar items of work indicated in SOR
- c) The rates for those items of work which cannot be derived from quoted rates in the SOR shall be derived from the prevailing market rates of material and labour plus 10% towards contractor's overheads and profits. The opinion of the Engineer in charge as to the current market rates for materials and the quantum of labour and material involved per unit shall be final and binding on the contractor.

For this purpose and for the purpose of sub-clause (c) above, the coefficient of labour, material and wastage shall be adopted from the CPWD analysis of rates/standard schedule of rates as decided by the Engineer –in charge. The contractor shall submit vouchers /quotations in proof of rates paid /likely to be paid for material and labour.

Above provisions for derivation of rates of extra items/substituted items shall supersede the provisions indicated in GCC.

20. REGISTRATION WITH PF AUTHORITIES

Intending bidders must furnish the proof of having valid PF code and valid registration with regional provident fund authorities along with their tenders. Proof of challans/receipt with regional PF authorities shall be submitted from time to time for verification of ENGINEER-IN-CHARGE.

21.0 PHOTOGRAPHS / LABOUR PERMISSION/VEHICLE PERMISSION:

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

22.0 SPECIAL NOTE FOR BIDDERS

- 22.1 The contractor should take all necessary care while working that no trap, pipeline, item get choked / damaged. In case the traps, pipelines get choked or anything gets damaged during

working then the retainer shall have to replace/ rectify the same at his risk and cost. Further any damage / loss in the contractor / retainer's workshop/office/ store/custody or during lifting or transportation shall be promptly repaired/replaced as the case may be by the retainer on his cost & risk.

- 22.2 Since this is a maintenance work, which is generally of urgent nature and required as and when need basis, therefore the contractor/retainer may be required to attend the work on holidays including Saturdays and Sundays and on late hrs. Nothing extra will be paid for working during the late hrs. and on holidays. Retainer will have to make all necessary arrangements for security and safety of his persons and work place like providing safety belts, shoes, helmets, proper illumination of work place etc.
- 22.3 The contractor shall abide all the rules, regulations, laws & safety aspects applicable including minimum wage act in respect of the staff engaged by him and the contractor shall be wholly responsible for his employees, their safety, the applicability of PF, gratuity, medical, insurance etc. and any other statutory provisions that may be enforced from time to time. BCPL will not be responsible in any way for payment on these accounts. Any labour or staff related points, problems, and disputes if any will be the sole responsibility of contractor and he has to indemnify BCPL & its persons from above claim or fine etc., imposed by any Private or government body / person. All the labour and employee laws should be complied by the contractor at his own cost & risk.
- 22.4 The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and shall give suitable direction to his workmen deployed for undertaking contractual obligations.
- 22.5 **The contractor will provide all the PPEs as per safety norms. The contractor shall provide a shed for the lunch break to all the labours .**
- 22.6 In case of any accident, injury, death caused to the any **employee** of contractor while executing the work under the contract, the contractor shall solely be responsible to pay the adequate compensation, insurance money etc. to the next kith & kin of that injury or dead taken. The contractor undertakes and Indemnify owner from such liabilities.
- 22.7 The contractor also **undertakes** to obtain insurance cover policies covering all risks which may **arise** out of the execution of work under the contract. The contractor will pay the insurance premium to the insurance company from time to time against the insurance cover policy taken for his employees including third party.

23.0 VAT REGISTRATION

Tenderer must submit wherever necessary attested copy of registration certificate on prescribed pro-forma under the Assam VAT Act at the time of submission of bid.

24.0 LABOUR LICENSE

Contractor shall obtain an appropriate license from concerned authority under the contract labour (abolition and regulation) Act 1970 and furnish copy of the same to owner. Contractor

shall also be responsible for its validity and for complying with provisions of all applicable Acts, rules & regulation in force at the site of work.

25. GENERAL INTERPRETATION:

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.

26.0 INCOME TAX/ SALES TAX / WORKS CONTRACT TAX:

Income tax deductions as per Income Tax rules shall be made from CONTRACTOR's running account bills unless specific exemption has been obtained by the CONTRACTOR from the Income Tax Dept. and documentary evidence to this effect has been submitted to the EMPLOYER.

Tenderer should quote all inclusive prices including the liability of all types of taxes, duties and sales tax on works contract tax (if any) imposed by State/Central/Local Government bodies from time to time. Sales tax on works contract if applicable will be deducted at source as per the rules.

27.0 TECHNICAL SPECIFICATION:

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

28.0 SCHEDULE OF RATES:

- 28.1 The quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will be assumed to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.
- 28.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.
- 28.3 In case of any variation in rates quoted for similar items in different sub heads of work for the same package/work , the lowest of the rates quoted shall be payable irrespective of the sub heads.

29.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

30.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

31.0 CLEARANCE OF SITE:

- 31.1 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.
- 31.2 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.
- 31.3 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, 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.

32.0 ADHERENCE TO SAFETY REGULATIONS:

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

33.0 NUISANCE:

The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or tenants or occupants or their properties near the site and to the public generally.

34.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

The contractor shall not be entitled to any increases on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation explanation statement or alleged representation, promise or guarantees given or called to have been given to him by any person.

35.0 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.

36.0 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.

37.0 COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:

1. The Contractor/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
2. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities.
3. The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
4. No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of

above, the contractor/contracting firm shall have to change/replace him, failing which, GAIL may terminate the contract.

5. The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.
6. The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
7. The persons to be deployed should be on rolls of the contractor/contracting firm.
8. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
9. The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.
10. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
11. The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner Guwahati/Dibrugarh, Assam if he engages 20 or more workmen/labours.
12. The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner Guwahati, Assam from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer-In-Charge (EIC). The Engineer Incharge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.
13. The contractor/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The contractor must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to the concern contract workers deployed by him for the assigned job and submit the copy of

monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer Incharge.

14. The contractor/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which GAIL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.
15. The contractor/contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.
16. The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other labour legislations as in existence (at present in India) and as amended from time to time and also point no. 13.
17. The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto 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.
18. No accommodation will be provided to the contractor/contracting firm as per guidelines of BCPL.

SIGNATURE AND SEAL OF THE CONTRACTOR

LIST OF HORTICULTURE TOOLS AND TACKLES

S.No.	Name	Nos.
	Mechanical Lawn mower.	02
	Hedge cutter	05
	Khurpa	20
	Phawra (Spade)	10
	Sickle (Darati)	10
	Axe (Kulari)	20
	Weeding Trowel (Falcon or equivalent make)	10
	Pruning Saw (Falcon or equivalent make)	10
	Hand spray Machine	04
	Watering can	12
	Rubber hose pipe for watering	500 (RM)

- The contractor will ensure the availability of above tools (minimum as per above make) at site within a 7 days after awarding of the job/ or as per requirement from time to time.
- The contractor will ensure the Maintenance time to time of the above all lawn movers to ensure in running conditions in all working days. All consumable shall be born by the contractor.
- For non deployment/breakdown of machines, following amount shall be deducted from bill of contractor as penalty-
- I)-Electrical/mechanical lawn mower-Rs. 200.00 per day.
- II)-any other tools & tackles- Rs. 500.00 per day.
- Cost of above T&P shall be included in quoted price except the grass cutting machines
- Requirement of lawn movers shall be informed 24 hrs in advance to deploy. Penalty for non- deployment of required lawn movers/during breakdown shall be imposed at the rate specified above.

SIGNATURE AND SEAL OF THE CONTRACTOR

**PAYMENT SHEET TO THE MONTH OF
(TO BE SUBMITTED AGAINST CLAUSE 12.0 OF SCC, PART-B)**

S.No	Name of worker	Minimum wage Rate (A)	Total attendance in the Month (In days) (B)	Total Payment (A) x(B)=C	Worker's contribution towards PF (D)	Contract or's contribution towards PF (E)	Total PF (D) +(E)	Net payment to be released in the month (C) - (D)	Signature

SIGNATURE AND SEAL OF THE CONTRACTOR

PREAMBLE TO SCHEDULE OF RATES

- 1 Quoted rates should be as per Scope of Work.
- 2 Bidders are required to quote the rates strictly as per the below SOR and not to use any other format.
- 3 Rates should be quoted including all taxes & duties except Service tax.
- 4 Service Tax is payable extra on submission of proper cenvatable invoice as per rules in vogue in India from time to time. Statutory variation would be dearth with as per relevant clause of GCC. Present applicable rate is 14.5%.
- 5 If the services fall under the list of services defined in reverse charge mechanism, then the liability of deposition of service tax to the tax authority by the contractor and the owner shall be dealt in accordance with Notifications issued by Government of India from time to time.
- 6 Contractor is to pay its workmen the wages which should not be less than the minimum wages as notified from time to time by office of the Chief Labour Commissioner (Central), evidence of which is to be submitted with monthly running bill.
- 7 The actual services shall be obtained by the owner as per requirement from time to time and for any increase or decrease in the service/number of personnel, the payment shall be made as per SOR on pro-rata basis plus the percentage of service charges mentioned in the SOR. The above quantity is tentative and may vary depending upon plant requirement and payment shall be made based on the deployment of actual no. of manpower.
- 8 If any discrepancy found between unit rate and amount, then unit rate shall prevail.

PART –A

SCHEDULE OF RATES **[UNPRICED BID]**

Bidder shall not quote prices in un-priced bid SOR. However bidder shall write "QUOTED" OR "NOT QUOTED" against each item as applicable.

Sl. No.	Description of Items	UO M	Qty	Unit Rate (Rs.)	Unit Rate [In words] (Rs.)	Amount (Rs.)
		A	B	C	D	E = B x C
SUB HEAD A- SERVICE						
1	General upkeep : (bidder should go through SCC (Part-B) The party need not quote for this item.	L.S	1	4182665.76		4182665.76
	a. Maintenance of various lawns(approx 50000 sq.m) of entire BCPL Township including all the flower beds by rolling watering, deweeding, mowing, hoeing, cutting & disposal of lawn rubbish out side the area with all tools and tackles. Uprooting rank vegetation and weeds by digging the area removing all weeds and other growth with roots by forking repeatedly breaking clods after every 10 to 15 days including regular disposal of all rubbish with all leads and lifts in carts or similar. (Register/reports to be submitted every 15 days) b. Bed Planting: Planting of flower trees on the flower beds (bed planting, bed size as directed by EIC) (approx area of 3000 sq.m) of entire BCPL Township including the preparation of the soil, providing organic manure and fertilizer, pesticides as per specification and necessary maintenance for a period of 4 months from the date of planting complete as specified and directed. c. Maintenance of existing trees/shrubs (approx 4000 nos.) of entire BCPL Township planted in different location including regular watering, deweeding, earthing up, pruning/shaping with all tools and tackles. d. Development and maintenance of one nursery of 200 sqm. including regular the proper shading, watering, hoeing and deweeding, cutting & preparation of bed for sowing of seasonal seeds/ shrubs cutting, grafting, shifting and filling of polythene bags etc. e. Maintenance (cleaning, shifting of indoor/out door pot plants(approx -120 nos.) in different buildings (bachelor hostels, guest house, MD quarter, DF quarter etc.)					

Sl. No.	Description of Items	UO M	Qty	Unit Rate (Rs.)	Unit Rate [In words] (Rs.)	Amount (Rs.)
		A	B	C	D	E = B x C
	for sunlight including watering, deweeding, hoeing, repotting of plants etc.					
	f. Maintenance of Hedge planted through out the BCPL township (approx 10000 rm) including watering, Pruning /shaping with approx 30 cm width etc. complete with all tool and tackles (checking to be done twice a month, register to be maintained) g. Maintenance of pathways and pavements (13000 sqm of entire BCPL Township) by uprooting the grass and disposal of all rubbish with all leads and lifts . h. Maintenance of road edges, along Kerb stone (approx 7000 rm) of entire BCPL Township by uprooting the grass and disposal of all rubbish with all leads and lifts . i. Any other job of horticulture nature as instructed by EIC as per BCPL's requirement. (bidder should go through SCC (Part-B)) j. Service of running electric operated grass cutting machine (provided by BCPL)with electrical cables, safety kit and operator with helper etc.including maintenance on daily basis complete at site or as directed by EIC.(Power will be supplied by BCPL free of cost at nearest point). k. Service of running a petrol operated grass cutting machine providing operator and helper.					
2	Facility Management charges including service charges, Profit etc.on item no A1 above. [% to be quoted by the bidder above on item no A1] (bidder should go through SCC (Part-B))	%		___% of 4182665.7 6		
3	Service of running petrol operated grass cutting machine (provided by BCPL) with supply of fuel including maintenance on daily basis complete at site or as directed by EIC (operator and helper is considered in item no. A 1)	sq.m	3500 0			
	Grand Total I (1, 2 &3)					
SUB HEAD B- SUPERVISION						
1	Providing services of supervision daily basis for supervision of above mentioned works. (bidder should go through SCC (Part-B)) The party need not quote for this item.	L.S	1.00	195663.69		195663.69

Sl. No.	Description of Items	UO M	Qty	Unit Rate (Rs.)	Unit Rate [In words] (Rs.)	Amount (Rs.)
		A	B	C	D	E = B x C
2	Facility Management charges including service charges, Profit etc.on item no B1 above. [% to be quoted by the bidder above on item no B1] (bidder should go through SCC (Part-B))	%		____% of 195663.69		
	Grand Total (II) = (1&2)					
SUB HEAD C- ITEMS						
1	Earth: Supplying, stacking, filling and levelling of good earth at site as directed including royalty and carriage (earth measured in stacks will be reduced by 20% for payment)	M ³	1500			
2	Grass: Supplying of selected lawn grass {Dooop Grass (Cynodon Dactylon), Carpet Grass (Axonopus Affinis} as specified and directed.					
(c)	By Carpet Grass (Axonopus affinis)	M ²	5000			
4	Hedge : Supplying of suitable plant materials for preparation of protective/external hedge as specified and directed.					
(i)	With Duranta	RM	2000			
(ii)	With brindaban	RM	2000			
5	Pots: Supplying of seasonal flower(with earthen pots) plants in healthy and good condition including filling the pot to the top surface with appropriate soil media made of garden soil , river sand, cow-dung, leaf mould, fertilizer, pesticides.The item includes the cost of plants & pots with necessary transportation charges & painting charges and cost of plastic base plates, moss sticks with all other required materials/ consumables etc. complete					
(i)	Using earthen pot of 30 centimeter diameter.	Nos.	60			
6	Pots: Supplying of palms with required size of pot including filling the pot to the top surface with appropriate soil media made of garden soil, river sand, cowlung etc. complete as specified and directed.					
A.	With Bottle Palm					
(i)	Using earthen pot of 30 centimeter diameter.	Nos.	20			
B.	With Erica Palm/Kentia Palm					
(i)	Using earthen pot of 30 centimeter diameter.	Nos.	20			
C.	With Chinese Palm					

Sl. No.	Description of Items	UO M	Qty	Unit Rate (Rs.)	Unit Rate [In words] (Rs.)	Amount (Rs.)
		A	B	C	D	E = B x C
(i)	Using earthen pot of 30 centimeter diameter.	Nos.	20			
7	Tree: Supplying of ornamental trees (plant sapling height 1'-0") as specified and directed.					
(a)	Shade Tree:					
(i)	Bakul/Bottle Brush/Debadaru or similar	Each	200			
(b)	Flowering Tree:					
(ii)	Krishnachura/Radhachura/Korobi/Kanchan/pine or similar	Each	100			
©	Fruit Tree					
(i)	Mango/Litchi/Amla/Guava or similar	Each	50			
8	Shrub : Supplying of ornamental shrub (below 1'-0" height) as specified and directed.					
(a)	Ixora/Jetuka/Allmanda/khorika zai/May flower/Kamini/Togor/Nilkanta/Mussaenda/Thuja/korobi/azalea or similar	Each	300			
9	Seasonal flower: Supplying of flower plants as specified and directed.					
a)	Dahlia/Chrysanthemum/Gladiolus/Danthius/calandulu or similar	Each	3000			
b)	Rose	Each	200			
10	Edging with brick works: Edging with bricks laid dry length wise including excavation, refilling,, consolidating with hand packing and spreading neatly surplus earth within a lead of 50 m 75 class designation	R.M	500			
11	Dump manure: Supply & stacking of dump manure with urea, DAP at site including royalty & carriage with all required leads & lifts etc. complete, as per site requirement & as directed by the EIC. (Manure measured in stakes will be reduced by 8% for payment).	M³	300			
12	Supply of whole length bamboo at site including carriage.	Nos.	300			
13	Labour for sinking tube well with 40mm (internal) dia G.I. Pipes up to having strata, having potable water including fitting and	RM	50			

Sl. No.	Description of Items	UO M	Qty	Unit Rate (Rs.)	Unit Rate [In words] (Rs.)	Amount (Rs.)
		A	B	C	D	E = B x C
	fixing strainer hand pump and other accessories as directed complete as in any soil.					
14	Supplying, fitting and fixing suction pipes plain/bevel ended, conforming to relevant IS codes of practice including supplying and fitting of accessories, lowering of assembly pipe etc. complete as directed.					
i)	G.I. pipes					
a)	40mm diameter	RM	50			
15	Supplying, fitting & fixing brass filter 2.00 meter long.	Each	2			
16	Supplying fitting and fixing Hand pump for 40 mm dia tube well with all accessories complete as directed.					
	i) Maya popular - 6	Each	2			
17	Disposal of township grass/vegetation/rubbishes etc from time to time by tractor mounted trolley (capacity not less than 2.5 cum & model 2014 or latest model) including supplying labour for loading and uploading , necessary operators and fuel etc. for tractor trolley to any place within or outside of BCPL Township as directed by EIC. (Tractor & other consumable etc with Driver & labour shall be made all arrangement by contractor to ensure minimum 8 trips per day , register to be maintained with distance covered reading) To be operated only under instruction of EIC	Per Day	100			
19	Service of ploughing with disc plough (one trip) as and where required per bigha (operator and fuel included)	bigha	400			
	Grand Total III (1 to 19)					
	SUB HEAD D- Provision of unforeseen items					
1	Items purchased through vouchers added by 10% on account of contractor's profit and overhead for the items other than the tender items required under this contract. Note: This is Lump sum amount kept for voucher purchased during contract period. The party need not to quote for this item.	LS				25000.00

Sl. No.	Description of Items	UO M	Qty	Unit Rate (Rs.)	Unit Rate [In words] (Rs.)	Amount (Rs.)
		A	B	C	D	E = B x C
2	Provision for revision of min. wages on item no Subhead A and B (This item not to be quoted by the bidders)	EA	1	250000		250000.00
	Grand total IV (1 & 2)					
21	GRAND TOTAL I+II+III+IV [INR]					

Note:

Above rates are inclusive of all taxes and duties excluding service tax. Service Tax shall be at actual as applicable during service period which shall be paid on submission of necessary documents / Tax invoice(s).

Service Tax:

(@____: Rs: DNQ

PART –B

SCHEDULE OF RATES **[PRICED BID]**

SCHEDULE OF RATES

Sl. No.	Description of Items	UO M	Qty	Unit Rate (Rs.)	Unit Rate [In words] (Rs.)	Amount (Rs.)
		A	B	C	D	E = B x C
SUB HEAD A- SERVICE						
1	General upkeep: (bidder should go through SCC (Part-B) The party need not quote for this item.	L.S	1	4182665.76		4182665.76
	a. Maintenance of various lawns(approx 50000 sq.m) of entire BCPL Township including all the flower beds by rolling watering, dweeding, mowing, hoeing, cutting & disposal of lawn rubbish outside the area with all tools and tackles. Uprooting rank vegetation and weeds by digging the area removing all weeds and other growth with roots by forking repeatedly breaking clods after every 10 to 15 days including regular disposal of all rubbish with all leads and lifts in carts or similar. (Register/reports to be submitted every 15 days) b. Bed Planting: Planting of flower trees on the flower beds (bed planting, bed size as directed by EIC) (approx area of 3000 sq.m) of entire BCPL Township including the preparation of the soil, providing organic manure and fertilizer, pesticides as per specification and necessary maintenance for a period of 4 months from the date of planting complete as specified and directed. c. Maintenance of existing trees/shrubs (approx 4000 nos.) of entire BCPL Township planted in different location including regular watering, dweeding, earthing up, pruning/shaping with all tools and tackles. d. Development and maintenance of one nursery of 200 sqm. including regular the proper shading, watering, hoeing and dweeding, cutting & preparation of bed for sowing of seasonal seeds/ shrubs cutting, grafting, shifting and filling of polythene bags etc. e. Maintenance (cleaning, shifting of indoor/out door pot plants (approx -120					

Sl. No.	Description of Items	UO M	Qty	Unit Rate (Rs.)	Unit Rate [In words] (Rs.)	Amount (Rs.)
		A	B	C	D	E = B x C
	nos.) in different buildings (bachelor hostels, guest house, MD quarter, DF quarter etc.) for sunlight including watering, deweeding, hoeing, repotting of plants etc.					
	f. Maintenance of Hedge planted through out the BCPL township (approx 10000 rm) including watering, Pruning /shaping with approx 30 cm width etc. complete with all tool and tackles (checking to be done twice a month, register to be maintained)					
	g. Maintenance of pathways and pavements (13000 sqm of entire BCPL Township) by uprooting the grass and disposal of all rubbish with all leads and lifts.					
	h. Maintenance of road edges, along Kerb stone (approx 7000 rm) of entire BCPL Township by uprooting the grass and disposal of all rubbish with all leads and lifts .					
	i. Any other job of horticulture nature as instructed by EIC as per BCPL's requirement. (bidder should go through SCC (Part-B))					
	j. Service of running electric operated grass cutting machine (provided by BCPL)with electrical cables, safety kit and operator with helper etc. including maintenance on daily basis complete at site or as directed by EIC.(Power will be supplied by BCPL free of cost at nearest point).					
	k. Service of running a petrol operated grass cutting machine providing operator and helper.					
2	Facility Management charges including service charges, Profit etc. on item no A1 above. [% to be quoted by the bidder above on item no A1] (bidder should go through SCC (Part-B))	%		____% of 4182665.7 6		
3	Service of running petrol operated grass cutting machine (provided by BCPL) with supply of fuel including maintenance on daily basis complete at site or as directed by EIC (operator and helper is considered in item no. A 1)	sq.m	3500 0			
	Grand Total I (1, 2 &3)					
	SUB HEAD B- SUPERVISION					

Sl. No.	Description of Items	UO M	Qty	Unit Rate (Rs.)	Unit Rate [In words] (Rs.)	Amount (Rs.)
		A	B	C	D	E = B x C
1	Providing services of supervision daily basis for supervision of above mentioned works. (bidder should go through SCC (Part-B) The party need not quote for this item.	L.S	1.00	195663.69		195663.69
2	Facility Management charges including service charges, Profit etc.on item no B1 above. [% to be quoted by the bidder above on item no B1] (bidder should go through SCC (Part-B))	%		___% of 195663.69		
	Grand Total (II) = (1&2)					
SUB HEAD C- ITEMS						
1	Earth: Supplying, stacking, filling and levelling of good earth at site as directed including royalty and carriage (earth measured in stacks will be reduced by 20% for payment)	M ³	1500			
2	Grass: Supplying of selected lawn grass {Dooop Grass (Cynodon Dactylon), Carpet Grass (Axonopus Affinis} as specified and directed.					
(c)	By Carpet Grass (Axonopus affinis)	M ²	5000			
4	Hedge : Supplying of suitable plant materials for preparation of protective/external hedge as specified and directed.					
(i)	With Duranta	RM	2000			
(ii)	With brindaban	RM	2000			
5	Pots: Supplying of seasonal flower(with earthen pots) plants in healthy and good condition including filling the pot to the top surface with appropriate soil media made of garden soil , river sand, cow-dung, leaf mould, fertilizer, pesticides. The item includes the cost of plants & pots with necessary transportation charges & painting charges and cost of plastic base plates, moss sticks with all other required materials/ consumables etc. complete					
(i)	Using earthen pot of 30 centimeter diameter.	Nos.	60			
6	Pots: Supplying of palms with required size of pot including filling the pot to the top surface with appropriate soil media made of garden soil, river sand, cowdung etc. complete as specified and directed.					
A.	With Bottle Palm					

Sl. No.	Description of Items	UO M	Qty	Unit Rate (Rs.)	Unit Rate [In words] (Rs.)	Amount (Rs.)
		A	B	C	D	E = B x C
(i)	Using earthen pot of 30 centimeter diameter.	Nos.	20			
B.	With Erica Palm/Kentia Palm					
(i)	Using earthen pot of 30 centimeter diameter.	Nos.	20			
C.	With Chinese Palm					
(i)	Using earthen pot of 30 centimeter diameter.	Nos.	20			
7	Tree: Supplying of ornamental trees (plant sapling height 1'-0") as specified and directed.					
(a)	Shade Tree:					
(i)	Bakul/Bottle Brush/Debadaru or similar	Each	200			
(b)	Flowering Tree:					
(ii)	Krishnachura/Radhachura/Korobi/Kanchan/pine or similar	Each	100			
©	Fruit Tree					
(i)	Mango/Litchi/Amla/Guava or similar	Each	50			
8	Shrub : Supplying of ornamental shrub (below 1'-0" height) as specified and directed.					
(a)	Ixora/Jetuka/Allmanda/khorika zai/May flower/Kamini/Togor/Nilkanta/Mussaenda/Thuja/korobi/azalea or similar	Each	300			
9	Seasonal flower: Supplying of flower plants as specified and directed.					
a)	Dahlia/Chrysanthemum/Gladiolus/Danthius/calandulu or similar	Each	3000			
b)	Rose	Each	200			
10	Edging with brick works: Edging with bricks laid dry length wise including excavation, refilling., consolidating with hand packing and spreading neatly surplus earth within a lead of 50 m 75 class designation	R.M	500			
11	Dump manure: Supply & stacking of dump manure with urea, DAP at site including royalty & carriage with all required leads & lifts etc. complete, as per site requirement & as directed by the EIC. (Manure measured in stakes will be reduced by 8% for payment).	M ³	300			
12	Supply of whole length bamboo at site including carriage.	Nos.	300			

Sl. No.	Description of Items	UO M	Qty	Unit Rate (Rs.)	Unit Rate [In words] (Rs.)	Amount (Rs.)
		A	B	C	D	E = B x C
13	Labour for sinking tube well with 40mm (internal) dia G.I. Pipes up to having strata, having potable water including fitting and fixing strainer hand pump and other accessories as directed complete as in any soil.	RM	50			
14	Supplying, fitting and fixing suction pipes plain/bevel ended, conforming to relevant IS codes of practice including supplying and fitting of accessories, lowering of assembly pipe etc. complete as directed.					
i)	G.I. pipes					
a)	40mm diameter	RM	50			
15	Supplying, fitting & fixing brass filter 2.00 meter long.	Each	2			
16	Supplying fitting and fixing Hand pump for 40 mm dia tube well with all accessories complete as directed.					
	i) Maya popular - 6	Each	2			
17	Disposal of township grass/vegetation/rubbishes etc from time to time by tractor mounted trolley (capacity not less than 2.5 cum & model 2014 or latest model) including supplying labour for loading and uploading , necessary operators and fuel etc. for tractor trolley to any place within or outside of BCPL Township as directed by EIC. (Tractor & other consumable etc with Driver & labour shall be made all arrangement by contractor to ensure minimum 8 trips per day , register to be maintained with distance covered reading) To be operated only under instruction of EIC	Per Day	100			
19	Service of ploughing with disc plough (one trip) as and where required per bigha (operator and fuel included)	bigha	400			
	Grand Total III (1 to 19)					
	SUB HEAD D- Provision of unforeseen items					

Sl. No.	Description of Items	UO M	Qty	Unit Rate (Rs.)	Unit Rate [In words] (Rs.)	Amount (Rs.)
		A	B	C	D	E = B x C
1	Items purchased through vouchers added by 10% on account of contractor's profit and overhead for the items other than the tender items required under this contract. Note: This is Lump sum amount kept for voucher purchased during contract period. The party need not to quote for this item.	LS				25000.00
2	Provision for revision of min. wages on item no Subhead A and B (This item not to be quoted by the bidders)	EA	1	250000		250000.00
	Grand total IV (1 & 2)					
21	GRAND TOTAL I+II+III+IV [INR]					

Note:

Above rates are inclusive of all taxes and duties excluding service tax. Service Tax shall be at actual as applicable during service period which shall be paid on submission of necessary documents / Tax invoice(s).

Service Tax:

(@_____) Rs: