



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150109/AS

Date: 20.05.2015

To,

BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL OPERATION AND MAINTENANCE WORKS AT BCPL LEPETKATA AND GDU DULIAJAN FOR A PERIOD OF 12 MONTHS.

OPEN DOMESTIC COMPETITIVE BIDDING

Contact Person:

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NOTICE INVITING TENDER (NIT)

(TENDER NO) BCPL/DIB/C&P/SER/20150109/AS

Sealed Bid under Two stage system is invited for the following works for Brahmaputra Cracker and Polymer Limited, Lepetkata, Dibrugarh, Assam

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for Annual Maintenance Contract for Electrical Operation and Maintenance Works at BCPL Lepetkata and GDU Duliajan for a period of one year as detailed below in complete accordance with enclosed tender document:

1) SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Open Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20150109/AS
1.2.3	Bid documents available on Website & BCPL office	From 3.00hrs on 20/05/2015 on www.bcplonline.co.in and www.gaitenders.in & CPP portal Corrigendum(s)/Amendment(s) and record notes of pre-bid , if any, shall be available on the referred websites only and the bidders shall be responsible to check websites regularly.
1.2.3	BIDDING DOCUMENT ON SALE	From 20.05.2015 to 10.06.2015 (up-to 14-30Hrs)
1.2.4	Pre-Bid Meeting	28.05.2015 on 15.00 hrs (IST). Bidders are requested to attend the pre-bid meeting and scope of work can be addressed during meeting.
1.2.5	Last date and time for Submission of bid	10.06.2015 up to 14-30 hrs (IST)
1.2.6	Date and time for opening of un –priced bid at BCPL, Lepetkata	10.06.2015 on 15-00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working day.
1.2.7	Place of submission of bid	CONTRACT AND PROCUREMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM

1.2.8	Earnest Money Deposit / Bid Security (Refundable)	For Part A	3,50,000
		For part-B	4,40,000
		For Part A and Part-B	7,90,000
1.2.10	Tender Fees (non-refundable)	Rs 1500.00 only (Rupees Fifteen Hundred only). The tender fee is payable in the form of DD/BC in favour of Brahmaputra Cracker and Polymer Limited payable at Dibrugarh.	
1.2.11	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of awarded contract value to be deposited in the form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance BG .There is no exemption of Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments.	
1.2.12	Venue for Opening of Un-priced bids	CONTRACT & PROCUREMENT. BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMIN. BUILDING, C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM	
1.2.11	Contact Person	AVANTI SHARMA E-mail: avanti@bcplindia.co.in Ph. No. +91-373-2914609/636	

Bidders are requested to Submit Annexure-B duly filled at the time of submission of bid

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

SUBMISSION OF BIDS:

The Bid shall be submitted in the following manner in separately sealed envelopes duly super scribed:

- a) **PART – I : TECHNICAL AND UNPRICED COMMERCIAL PART ALONG WITH EMD**
- b) **PART – II: PRICE PART(CONTAINING PRICED BID FOR PART-A AND PART-B SEALED IN DIFFERENT ENVELOPES)**

PART – I of the bid shall contain the following:

- a) Bid/Offer in hard copy as per the requirement of the Bidding Document duly signed and stamped on each page.
- b) Master Index enclosed with Request for Quotation duly signed and stamped by the bidders in token of having received and read all parts of bidding documents and having accepted and considered the same in preparing and submitting the bid.

- c) Earnest Money deposit as specified in Instructions to Bidders (ITB)
- d) Power of Attorney
- e) Tender fee (if tender has been downloaded from website and tender fees has not been submitted prior to pre-bid meeting.

PART – II of the bid shall contain the following:

Bidder shall fill price in Schedule of Prices. In this part of bid, the bidder shall not stipulate any conditions. There shall not be any over writing.

Priced bid for the two different Parts i.e. Part-A and Part-B will be submitted in two different envelopes. Priced bid for only that part will be opened, for which bidder stands techno-commercially qualified. Envelopes containing the Priced bids must be clearly marked mentioning the Part of SOR that is contained in the Envelope.

Even if a bidder has quoted for both parts, priced bids for both parts must be sealed in submitted in the same envelope.

Note- Offers in which both priced bids have been sealed in the same envelope will be rejected.

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

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

GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

The discrepancies in rate filled for various items shall be resolved in the following manner:-

- (i) 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.

- (ii) 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.
- (iii) 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.
- (iv) In case it is observed that any bidder has not quoted for any item and quantity of any Part in the Schedule of Rates then his bid will be rejected.

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

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

3.0 BID EVALUATION CRITERIA (BEC):

Bidder can quote for Part-A or Part- B or for both the parts, accordingly they have to fulfil / qualify the Bid evaluation criteria mentioned in the tender document under the clause BID EVALUATION CRITERIA (BEC).

PART A-: AMC for Electrical operation and maintenance activities for Area-1 comprising of upstream plants (GSU/ECU), downstream plants (LLDPE/HDPE/PP Units) and CPP.

PART B-: AMC for Electrical operation and maintenance activities for Area-2 comprising of offsite plants and units and GDU Duliajan.

3.1 Technical BEC:

- a) The bidder must have completed at least one work order/contract of similar nature as mentioned below having value not less than value mentioned at 3.1(b), in preceding 7 years from the due date of submission of bids.
 - i) Electrical Operation and Maintenance Work, OR
 - ii) Electrical Construction Work, OR
 - iii) Electrical Work during Erection/ Commissioning/ Pre-commissioning, OR
 - iv) Electrical Maintenance Work during Plant shutdown

The work must be executed by bidder for Electrical Substations or Plant areas of Petrochemical Plant/ Fertilizer Plant / Petroleum Refinery/Chemical Plant /Gas based Power Plant/Gas Processing Complex / LPG Plant/ Offshore or Onshore Oil Rigs/Platforms or similar installations

3.1(b) ANNUAL TURNOVER REQUIRED

SL. NO.	SOR DETAILS	MINIMUM QUALIFYING VALUE OF SINGLE WORK ORDER / CONTRACT OF EXECUTED VALUE
1	QUOTED FOR PART – A	Rs. 87.82 Lacs
2	QUOTED FOR PART – B	Rs. 110.72 Lacs
3	QUOTED FOR PART – A & B	Rs. 198.54 Lacs

Notes:

- i. Bidders quoting for Part A and furnishing at least one single work order having value not less than Rs. 87.82 Lakhs shall qualify for that part only, subject to meeting the other BEC criteria.
- ii. Bidders quoting for Part B and furnishing at least one single work order having value not less than Rs. 110.72 Lakhs shall qualify for that part only, subject to meeting the other BEC criteria.
- iii. Bidders quoting for both Parts A and B, but furnishing at least one single work order having value not less than Rs. 198.54 Lakhs shall be eligible for qualification for both parts , subject to meeting the other BEC criteria. However, the award of job shall be for only one Part, on least cost basis to BCPL as a whole.
- iv. No bidder shall be eligible for award of work for both the parts even if they stand L1 for both the parts, as the work will be split between two different parties on least cost basis to BCPL.

3.2 For similar service/works contracts (as above at 2.5.1) which are still running, 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.

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

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

The completion certificate /Client Certificate must clearly indicate the following

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

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

All documents furnished by the bidders in compliance of Technical BEC shall necessary be certified/ attested by Chartered Engineer and Notary Public with legible stamp. This is a mandatory requirement for fulfillment of BEC criteria.

Documents submitted without being certified by Chartered Engineer and Notary Public will not be considered for evaluation towards BEC criteria.

3.4 Financial BEC:

- a) The annual turnover of the bidder should be at least value as mentioned in any one of the preceding three financial years (In case the audited financial results of 2014-15 are not available, the bidders have an option to submit the audited financial results of FY 2011-12, 2012-13 & 2013-14).

SL. NO.	SOR DETAILS	ANNUAL TURNOVER
1	QUOTED FOR PART – A	Rs. 87.82 lacs
2	QUOTED FOR PART – B	Rs. 110.72 lacs
3	QUOTED FOR PART – A & B	Rs 198.54 lacs

- b) The Financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2014-15. (In case the audited financial result of 2014-15 is not available, the audited financial result of FY 2013-14 shall be considered).
- c) The bidder should have minimum working capital as mentioned below as per last audited financial year i.e. 2014-15.

SL. NO.	SOR DETAILS	WORKING CAPITAL
1	QUOTED FOR PART – A	Rs. 17.56 Lacs
2	QUOTED FOR PART – B	Rs. 22.14 Lacs
3	QUOTED FOR PART – A & B	Rs 39.7 Lacs

In case the audited financial result of 2014-15 is not available, the audited financial result of FY 2013-14 shall be considered).If the bidder's working capital is inadequate, the bidder should supplement this with a letter from bidder's bank confirming the availability of line of credit for at-least Rs 39.7 Lacs from a Bank having net worth not less than Rs 100 Crore.

All documents furnished by the bidders in compliance of Financial Criteria of BEC shall be submitted with "Details of financial capability of bidder" in prescribed format duly signed and stamped by a chartered accountant.

Further copy of audited annual financial statements submitted in bid shall be duly certified/attested by notary public with legible stamp.

However, Bids of Joint Venture/Consortium not acceptable.

3.5 A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.

3.6 Experience acquired by a bidder as a sub-contractor shall not be considered as experience towards meeting BEC criteria.

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

3.8 Bids evaluation methodology and award criteria:

EVALUATION METHODOLOGY:-

The evaluation and comparison of bids will be done as per the provisions mentioned below:

- i) Evaluation will be done Parts wise i.e. based on the prices quoted against each Part.
- ii) Bidders are required to quote for all the SOR items and quantity in each Part. If any bidder does not quote for all items and quantities of any Part, their bid shall be considered incomplete and shall not be evaluated for that particular part.
- iii) If a bidder qualifies for the both parts (i.e. Part A+B) and happens to be L1 for both parts, order shall be issued to such bidder for one Part and on least cost basis to BCPL on entire tendered work .Once certain part is awarded to such LI bidder, the bidder ceases to be lowest bidder for other part.
- iv) In case of tie between bidders and in combination of least cost basis to BCPL, job shall be awarded to the bidder having higher turnover in FY 2014-15. In case the audited financial results of 2014-15 are not available, then annual turnover of 2013-14 for will be considered for comparison purpose for that bidder.

Note to BEC (for strict compliance):

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

No further queries will be raised to bidders for submission of documents pertaining to BEC criteria, which have to be submitted during un-priced bid opening.

4) EARNEST MONEY DEPOSIT / BID SECURITY:

If bidder has quoted for Part- A only-Rs 3, 50, 000

If bidder has quoted for Part -B only-Rs 4, 40, 000

If bidder has quoted for Part A and Part B-7, 90,000

Only that Part of bid submitted by bidder will be considered for further evaluation for which the EMD amount has been submitted by bidder.

For details refer Point no 6 of General Condition of Contract -SECTION IV of tender

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

- However, PSUs & SSI are exempted from payment of EMD.
The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.
- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids will not be considered/opened.
- The format of Bank Guarantee for earnest money should be as per 'Format-4' of Instruction to bidders – **SECTION IIB.**

5) PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- i) 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.
- iv) In case tendered item is non-splittable or non-dividable, MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price.
- v) The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
 - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
 - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- vi) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium .
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being

an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

- viii) If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.
- ix) In accordance with the provisions of the said Policy, HOD (C&P) shall be the Nodal Officer for implementation of the Policy and for redressing grievances as notified vide Gazette of India No. 502 dated 26.03.2012.
- x) If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission
- xi) Implementation of above provision is at the discretion of BCPL.

6) PRE-BID MEETING:

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

7) PERIOD OF CONTRACT

AS PER CLAUSE-4 OF SPECIAL CONDITION OF CONTRACT-PART-B of **SECTION III** of tender document.

8) VALIDITY PERIOD OF OFFER:

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

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

10) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- **Tender Fee: Rs 1500/-**
- Bidder may download the tender documents from GAIL's or BCPL's website. In that case bidder must furnish the tender fees in the form of DD along with the un-priced bid.
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

11) TERMS OF PAYMENT:

Please refer Clause No 20 of Special Condition of Contract (Part –A) of SECTION-III.

12)PRICE REDUCTION SCHEDULE: As per GCC Clause no-27

13)FIXED PRICE:

Prices quoted by the bidder shall be firm & fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

14)JURISDICTION OF COURT:

The purchase order shall be governed by and constructed according to the laws in force in India. The Supplier hereby submits to the jurisdiction of the courts situated at Guwahati (Assam) for the purpose of disputes, actions and proceedings arising out of the contract, the courts at Guwahati (Assam) only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

15) ARBITRATION:

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract

expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

Settlement of commercial disputes between Public Sector Enterprise(s) inter-se and Public Sector Enterprise(s) and Government Department (s) through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator

16) FORCE MAJEURE:

Shall mean and be limited to the following:

- (a) War/Hostilities
- (b) Riot or Civil Commotion
- (c) Earthquake, flood, tempest, lightning or other natural physical disaster.
- (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the order by the SELLER.

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

17) REJECTION CRITERIA:

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

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

18) OTHER TERMS AND CONDITIONS RELATED TO SERVICE TAX

- 18.1 Bidders are requested to quote rates inclusive of all taxes and duties and exclusive of Service tax and education cess thereon. Service tax & education cess (if any) shall be paid extra at actual as per prevalent govt rules and evaluation of bid would be made accordingly.
- 18.2 Contractor shall indicate total cenvatable service tax amount payable under the contract in the format shown in SOR. However, if the services fall under the list of services defined in reverse charge mechanism, then the liability of deposition of service tax to the tax authority by the contractor and the owner shall be dealt in accordance with Notifications issued by Government of India from time to time.
- 18.3 The bidder is free to quote any other rate of service Tax provided the same must be in line with the provisions of Service Tax Law in India. However, the bidder is requested to ensure applicability of quoted Service Tax as per nature of job before quoting and any difference payable on account of wrong Service rate shall be on the scope of the bidder.
- 18.4 In case a bidder does not indicate the rate & amount of service tax in the SOR or makes any other statement (e.g. "NIL", "Inclusive", "Kept as Blank", extra at actual etc.), their quoted price shall be considered inclusive of service tax at the rate applicable at the time of bid opening (i.e. presently @ 12.36 %) and the job shall be awarded accordingly to the L-1 bidder after reduction of the applicable service tax amount ascertained in this regard.
- 18.5 In case the bidder quotes any other rate which is less than prevailing rate as per service tax rules by virtue of any abatement/ exemption then the bidder shall make note of such abatement/ exemption in SOR, else their quoted price shall be

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

- 18.2 In case the applicable amount towards Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.
- 18.3 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.
- 18.4 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.
- 18.5 Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 70%) of the gross works contract value on which Service Tax is applicable.
- 18.6 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.
- 18.7 The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- 18.8 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 per format in SOR
- 18.9 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. Bidder must ensure that cenvatable invoice towards Service tax must be submitted timely.
- 18.10 The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.
- 18.11 Bidders are advised to ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.

18.12 If CENVAT credit with respect to excise duty or service tax is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse excise duty or service tax charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such service tax or excise duty together with all penalties and interest if any, against any amounts paid or payable by BCPL to bidder.”

18.13 In view of the obligations and restrictions prescribed in respect of Service Tax payable under reverse charge, the following provision will be applicable.

“Where BCPL has the obligation to discharge service tax liability under reverse charge mechanism and BCPL has paid or is /liable to pay service tax to the Government on which interest or penalties becomes payable as per Point of Taxation Rules, 2011 for any reason which is not attributable to BCPL or CENVAT credit with respect to such payments is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BCPL to bidder.

19) Bidders if so desire, may seek in writing the reasons for rejection of their bid, to which BCPL respond quickly

20)ORDER OF PRECEDENCE:

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

- i) NIT Covering Letter.
- ii) Schedule of Rates (SOR)
- ii) Special conditions of contracts (Part B)
- iii) Special conditions of contracts (Part A)
- i) General conditions of contracts

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

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

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

Yours faithfully,

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

Avanti Sharma

Sr. Officer(Contracts & Procurement)

E-Mail: avanti@bcplindia.co.in

Ph no: 0373-2914609/635

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES:-

- **Copy of partnership deed (in case of partnership firm) and power of attorney.**
- **Copy of PAN Card.**
- **Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 35.00 of Special conditions of Contract Part–A.**
- **An undertaking (by the bidders who quotes by down loading the tender from web site) on their letter head 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”.**

NOTE:

1. Bidders are requested to fill all the Annexure as enclosed in the tender documents.
2. Bidders must sign & stamp on each page of tender document.

ANNEXURE-A

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm/
Signatory]
Chartered Accountant
Date:

[Signature of Authorized

Name:
Designation:
Seal:
Membership no.

INSTRUCTIONS:

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

ANNEXURE-B

(To be submitted duly filled at the time of un-priced bid opening only)

Bidder to mention which Part he has quoted for and whether the EMD for that part has been submitted.

	YES	NO
Quoted for Part A		
Quoted for Part-B		
Quoted for Part-A and Part-B		

DETAILS OF EMD SUBMITTED

QUOTED FOR	AMOUNT	REF NO OF DD/BG SUBMITTED
PART-A		
PART-B		
PART-A AND PART-B		

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150109/AS

ITEM: BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL OPERATION AND MAINTENANCE WORKS AT BCPL LEPETKATA AND GDU DULIAJAN FOR A PERIOD OF 12 MONTHS.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 10/06/2015

Date and time for opening of bids: 15.00 hrs (IST) on 10/06/2015

From:

to:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150109/AS

ITEM: BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL OPERATION AND MAINTENANCE WORKS AT BCPL LEPETKATA AND GDU DULIAJAN FOR A PERIOD OF 12 MONTHS.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 10/06/2015

Date and time for opening of bids: 15.00 hrs (IST) on 10/06/2015

From:

to:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150109/AS

ITEM: BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL OPERATION AND MAINTENANCE WORKS AT BCPL LEPETKATA AND GDU DULIAJAN FOR A PERIOD OF 12 MONTHS.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 10/06/2015

Date and time for opening of bids: 15.00 hrs (IST) on 10/06/2015

From:

to:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150109/AS

ITEM: BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL OPERATION AND MAINTENANCE WORKS AT BCPL LEPETKATA AND GDU DULIAJAN FOR A PERIOD OF 12 MONTHS.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 10/06/2015

Date and time for opening of bids: 15.00 hrs (IST) on 10/06/2015

From:

to:

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

CHECK LIST FOR SUBMISSION OF DOCUMENTS

Bidder is requested to fill this check list and ensure that all detail / documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the “Un-priced bid (Part-I)”.

Please tick the box and ensure compliance:

SL. NO.	DETAILS OF DOCUMENTS	BIDDER'S CONFIRMATION
01.	EMD OF REQUISITE AMOUNT IS SUBMITTED IN THE FORM OF DD/BG FROM ANY SCHEDULED BANK AS MENTIONED IN NIT.	DD REF NO-
02.	SUBMISSION OF DOCUMENTS AS PER EXHIBIT 'A' DULY FILLED & SUBMITTED.	
03.	VALIDITY OF OFFER IS UP TO FOUR (04) MONTHS FROM THE DATE OF SUBMISSION OF TECHNO-COMMERCIAL PART.	YES VALID UPTO: _____
04.	POWER OF ATTORNEY IN FAVOUR OF PERSON WHO HAS SIGNED THE OFFER IN STAMP	
05.	PARTNERSHIP DEED IN CASE OF PARTNERSHIP FIRM AND ARTICLES OF ASSOCIATION IN CASE OF LIMITED COMPANY.	
06.	VALIDITY OF RATES FOR A PERIOD OF 12 MONTHS FROM THE DATE OF LOA.	
07.	ORIGINAL BIDDING DOCUMENT ALONG WITH BLANK (UN-PRICED) COPY (2 NOS) OF PRICE BID (SCHEDULE OF RATES) AND ADDENDUM, IF ANY.	
08.	NO DEVIATION CONFIRMATION IN THE PROFORMA ENCLOSED.	
09.	AFFIDAVIT DULY NOTARIZED, AS PER CLAUSE NO. 35 OF SPECIAL CONDITIONS OF CONTRACT PART – A.	
10.	ALL PAGES / DOCUMENTS ARE STAMPED AND SIGNED BY THE AUTHORIZED SIGNATORY OF THE BIDDER TOWARDS ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER.	
11.	COPY OF PAN CARD.	
12.	SERVICE TAX RESISTRATION CERTIFICATE.	

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

INSTRUCTIONS TO BIDDERS
(TENDER NO. BCPL/DIB/C&P/SER/20150109/AS)

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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

Please refer clause 3.0 of NIT.

4. One Bid per bidder

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

5. Cost of Bidding

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

6. Site Visit

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

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

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

7. Service Tax

Service Tax is payable extra on submission of proper cenvatable invoice as per Service Tax Rules.

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Notice Inviting Tender (NIT)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

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

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

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

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

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

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

vi) Copies of documents as required in F-3

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

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

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

x) F 10, Declaration.

xi) Letter of authority in favour of anyone or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.

xii) Confirmation of no deviation as per Format F-6.

xiii) Specific Experience and other details as called for in qualifying requirements. Copy of work order and completion certificates should be enclosed.

xiv) Current commitments strictly as per format F-8.

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

xvi) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.

xvii) Organization details:

(a) In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm' .

- (b) In case Bidder is a partnership firm, certified copy of the partnership deed.
- (c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association
- xvii) Any other information/details required as per bid document.

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

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

Part-II price Bid

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

13. Bid Prices

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

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

13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall 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 NIT.

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

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

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

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

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

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

16.7 The bid security may be forfeited:

a) If a bidder withdraws his bid during the period of bid validity.

b) in the case of a successful bidder, if the bidder fails:

i) to accept the Notification of Award/Fax of Intent (FOI) or

ii) to furnish Contract Performance Security in accordance with Clause-40.

iii) to accept arithmetical corrections.

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

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

17. Pre-Bid Meeting

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

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

20. E-Payment

Applicable. Vendor has to submit their bank details certified by bank in a format as per Annexure-II, after receipt of order.

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

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

Part II - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

25.4 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form

.Withdrawal of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to Sub-Clause 16.7.

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

(c) meets the Bid Evaluation Criteria;

(d) has been properly signed;

(e) is accompanied by the required securities;

(f) is substantially responsive to the requirements of the bidding documents; and

(g) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.

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

A material deviation or reservation is one

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

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

30. Correction of Errors

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

- (a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (b) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (c) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (d) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

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

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

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

NOT APPLICABLE

35. Compensation for extended stay: NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

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

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

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

40. Contract Performance Security

40.1 Within 30 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 33 of Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

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

its letterhead. This bank guarantee shall be valid for a period as stated in Article-24 of General Conditions of The Contract.

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

41. Corrupt or Fraudulent Practices

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

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

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

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

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

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

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

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

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

42 Misc.

42.1 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.

42.2 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit Earnest Money paid by the

bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

43. Errant Bidder

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

44. In case L1 bidder backs out, BCPL reserve the right to re-tender.

.....

SECTION-IIB

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

1-1 Bidder Name: _____

1-2 Number of Years in
 Operation: _____

1-3 Address of Registered
 Office: _____

(Country
 Code)

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

1-5 Address where order
 Is to be placed/ issued: _____

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

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

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____

1-10 ISO Certification, if any {If yes, please furnish details}

1-11 Bid Currency _____

1-12 Place of dispatch _____

1-13 Whether Supplier / Manufacturer _____
Dealer/Trader/Contractor

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

Excise Registration number
1-19 : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or not : _____

1-27 Present Status of Firm/ Bidder:

Sl. No.	Type of Firm/ Bidder	Yes/No	Name of Owner/Partners/Director
1	Proprietorship		
	LLP		
	Private Limited		
	Public Limited		
	PSU/ Govt. depart.		Not required.
	Any other		

1-28 Bidder must submit relevant document in support viz Copies of Partnership deeds (in case of Partnership /LLP Firm), Affidavit or self declaration on letter head (In case of Proprietorship firm) , Memorandum and Article of Associations & Certificate of Incorporation (in case of Private/Public Limited Company) and certificate from Competent person on their letter head (in case of PSU/Govt. depart.) etc.

Submitted the following documents:

- i) _____
- ii) _____
- iii) _____

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

BID FORM

F2

To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +91 373 2914609/635

Dear Sir,

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

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

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

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

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

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

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES

F3

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**(To be stamped in accordance with the Stamp Act)****Ref.:**-----**Bank Guarantee No.:**-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(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.
 “Central Warehouse 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:
 Bidder)
 Date:

Yours faithfully,
 (Signature of Authorized Signatory of
 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.
“Central Warehouse 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:
Bidder)
Date:

(Signature of Authorized Signatory of

Name:
Designation:
Seal:

BIDDER'S QUERIES FOR PRE BID MEETING

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

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

NOTE: The Queries may be sent by e-mail to avanti@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.
 "Main Fire Station Building", NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN – 786006

Dear Sirs,

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s ---- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on your under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs----- (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s ----- and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

Bank
By its
Constituted Attorney

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

DECLARATION

To
Brahmaputra Cracker & Polymer Ltd.
“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:
Bidder]
Date :

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

SENIOR OFFICER (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMIN. BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914609 / 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. and

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT. It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE. The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE In Witness whereof the parties have executed these presents in the day and the year first above written. Signed and Delivered for and on Signed and Delivered for and on behalf of EMPLOYER.

on behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED
CONTRACTOR)

(NAME OF THE

Date :_____

Place:_____

Date :_____

Place:_____

IN PRESENCE OF TWO WITNESSES

1._____

1. _____ .

2._____

2.

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

This Questionnaire duly filled in should be returned along with Un-priced Bid.

Clauses confirmed hereunder should not be repeated in the Bid.

SI. 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 04 (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		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 Format-A	
24		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
25		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
26		SOR has been signed & filled up as quoted exactly in the same format of RFQ	
27		All items of each SOR has been quoted	
28		Confirmation of compliance for Period of Contract: Period of contract shall be 01 (One) year from the date of commencement of job. BCPL reserves the right to extend the Period of contract at the same prices, terms and conditions at its sole discretion.	

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

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

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

(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To
Brahmaputra Cracker and Polymer Limited
Lepetkata , Dibrugarh-786006

Dear Sir,

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

It is confirmed that against tender No: _____

dated.....2013 for

....."name of
job/supply) , M/s.....(Name of the

Bank with address) confirms availability of line of credit to

M/s.....(Name of the bidder) for at least an amount of

Rs.....Lakh.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores.

Yours truly

For.....

(Authorized signatory)

Name of the signatory :

Designation :

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: _____

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

ANNEXURE-I

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

SR NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No
		YES	NO	
1.	Have you enclosed the duly certified by Statutory Auditor the Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.			
2	Have you enclosed the duly certified by Chartered Accountant “ ANNEXURE-A ” towards details of financial capability of bidder.			
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	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
5	Have you enclosed No deviation form, duly filled signed & stamped.			
6	Have you enclosed complete tender duly signed & stamped.			
7	Have you enclosed Copy of PAN card			
8	Do you confirm that you will submit the cenvatable invoice if you get order.			
9	Have you submitted Corrigendum /Pre-bid queries			
10	Confirm if the following are submitted			
	Confirmation that the contents of the			

	tender document bid document has not been modified or altered. In case it is found that the tender document has been modified /altered by bidder , the bid submitted by us shall be liable for rejection (In case of downloading from website).			
11	Confirm that the following document is submitted depending on bidder's nature of firm: 1. Copies of partnership deed(in case of partnership/LLP firm) 2. Affidavit or self declaration on letter head (in case of Proprietorship firm) 3. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) 4. Certification from competent person on their letter head (in case of PSU/Govt. Department) 5. Documentary evidence towards MSME .			

Format - 15 (A)

CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)

SUB:

1. We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” („MSMED”) are applicable to us and our organization falls under the definition of:
- | | | | |
|----|--------------------------|---|--------|
| a. | Micro Enterprise | - | [] |
| b. | Small Enterprise | - | [] |
| c. | Medium Enterprise | - | [] |

(Please put a tick in the appropriate box)

2. Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

Place
:
Date:

Signature of Authorized Signatory
Name:
Designation:
Seal:

In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in Offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.

SPECIAL CONDITIONS OF THE CONTRACT
PART-A

NAME OF WORK: ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL OPERATION AND MAINTENANCE WORKS AT BCPL LEPETKATA AND GDU DULIAJAN FOR A PERIOD OF 12 MONTHS

TENDER NO: BCPL/DIB/C&P/SER/20150109/AS

1.0 GENERAL:

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5 The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

2.0 LOCATION:

BCPL, Lepetkata and Duliajan, Assam.

3.0 SCOPE OF WORK:

The Scope of work shall be as per Special Conditions of Contract Part-B.

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

The Time of Completion/Period of Contract shall be as per Special Conditions of Contract Part-B.

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

5.0 TERMS OF PAYMENT:

As per SCC Part-B

6.0 EARNEST MONEY (If any):

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

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **(6) SIX MONTHS** from the date of opening of tender.

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

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

The BCPL will issue the necessary certificate for income tax deduction at source, however, the contractor has to submit detail of their **Permanent Account No. (PAN)** before issue of such certificate. However, if the contractor has not been

allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax department, contractor shall submit the copy of application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by BCPL.

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

8.0 SERVICE TAX:

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

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

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

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

In case of non-compliance to the above, BCPL is not liable to reimburse any claim of contractor in respect of service tax. Further service tax invoices are to be raised keeping in view the new rules of service tax w.e.f. 01.07.2012.

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @ 7.5% of contract value has to be deposited within 30(Thirty) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.
- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.
- 9.3 Contractor can furnish the initial or total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.

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

10.0 TECHNICAL SPECIFICATION:

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

11.0 MEASUREMENT OF WORK:

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

12.0 DEFECT LIABILITY PERIOD:

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

13.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

14.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

15.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

16.0 MISCELLANEOUS:

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

17.0 SUBMISSION OF TENDER DOCUMENTS:

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

18.00 SCHEDULE OF RATES:

18.1 The quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.

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

19.00 TERMINATION OF CONTRACT:

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

20.00 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 15 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of ` 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Deputy General Manager (C&P), BCPL, DIBRUGARH, ASSAM.

21.00 SUPERVISION OF WORK:

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

22.00 CLEARANCE OF SITE:

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

22.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and

the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.

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

23. ADHERENCE TO SAFETY REGULATIONS:

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

24.00 NUISANCE:

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

25.00 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

26.0 CARE OF WORKS:

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

27.0 DEFENCE OF SUITS:

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

owner and/or their representatives harmless from all loss, damages, expenses or decrease arising out of such action.

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

- a. The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
 - b. The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 28.1 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 28.2 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 28.3 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 28.4 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 28.5 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 28.6 All personnel deployed by the contractor should be on the rolls of the contractor.
- 28.7 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 28.8 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to strictly adhere to guidance, instruction when required.

- 28.9 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 28.10 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 28.11 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 28.12 All existing and amended safety / fire rules of BCPL are to be followed within the BCPL plant or service center.
- 28.13 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 28.14 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 28.15 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 28.16 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 28.17 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 28.18 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 28.19 All types of transport connected with the work shall be in the scope of the contractor.
- 28.20 Suitable site office space may be provided by , BCPL if required and available.
- 28.21 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.

- 28.22 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 28.23 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 28.24 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 28.25 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

29 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

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

30 ARBITRATION CLAUSE:

- 30.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 30.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 30.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for

appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

- 30.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
- 30.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.
- 30.6 The venue of arbitration shall be Guwahati.
- 30.7 The award of the Arbitrator shall be final and binding on both the parties.
- 30.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

31 JURISDICTION:

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

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

- 32.1 Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- 32.2 In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of Security Deposit, withholding of payments etc.
- 32.3 In case the issue of submission of false document comes to the notice after execution of the work, BCPL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.

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

33 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

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

34.0 SUB LETTING OF WORK:

No contractor shall sublet or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd., Company, Proprietorship firm etc without the prior written permission of BCPL. In case the contractor sublets or assigns the contract in part or whole without the prior written permission of BCPL and any claim referred by any firm / individual to BCPL stating that the main contractor has not paid his or their dues/ payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub-contractor/ individual/ vendor (s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub-contractor jointly submits a joint written settlement to BCPL.

35.00 AFFIDAVIT:

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

36.0 PF REGISTRATION (if applicable):

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

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

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

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

40.0 PRICE REDUCTION SCHEDULE:AS PER GCC CLAUSE NO-27

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

ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL OPERATION AND MAINTENANCE ACTIVITIES AT BCPL, LEPETKATA AND GDU DULIAJAN FOR A PERIOD OF 12 MONTHS.

INTRODUCTION

Brahmaputra Cracker and Polymer Limited is situated at LEPETKATA Village, Dibrugarh District in the state of Assam and the nearest railway station is at Dibrugarh. The Plant is under project phase and is proposed to produce 2.8 MMTPA of LLDPE/HDPE/PP from Naptha and Natural Gas/C2+ Liquid which shall be transported through pipelines from Railway Siding Terminal near BCPL, LEPETKATA and C2+ Recovery Plant at LAKWA, Sivasagar/ Gas Dispatch Unit at Duliajan. The BCPL Plant is a joint venture enterprise with participation of GAIL INDIA Ltd, OIL India Ltd, Numaligarh Refineries Limited and Govt. of Assam. Since this plant shall handle and process highly inflammable and sensitive organic chemicals, the nature of equipment's varies from simple to highly complex. The plant is divided into four major Units i.e., Upstream (Gas Sweetening and C2 + Unit and Ethylene Cracker Unit), Downstream (Linearly Low Density Poly-Ethylene Unit & High Density Poly-Ethylene Unit and Polypropylene Unit), Integrated Off-site Plants and Storage Units.

1. GENERAL:

1.1 Special conditions of contract shall be read in conjunction with the general conditions of contract, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.

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, then unless a different intention appears, the provision(s) of the special conditions of contract shall be deemed to override the provision(s) of general conditions of contract only to the extent that such repugnancies of variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.

1.3 The intending Bidder shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.

1.4 The work executed shall be to the satisfaction of Engineer In-Charge/ OWNER and contract rates shall include any Incidental and Contingent works charges so as to compete the work in all respect in prompt, efficient and workman like manner.

1.5 As the working locations are spread all over within the BCPL Premises, Contractor/Agency shall provide Bicycles to their personnel/manpower deputed at site under this contract and the maintenance of the bicycles will be under contractor's scope.

2. DEFINITIONS

2.1 The expression "Vendor / Contractor / Bidder" shall mean the Agency selected by the employer for the execution of the subject work and shall include the legal heirs, successors and permitted assignees of the said Agency..

2.2 The "Engineer-in-Charge" shall mean the personnel of M/s BCPL, who is deputed as In-charge for this Contract and shall include any person acting as in-charge on his behalf.

2.3 The "Authorized Representative" shall mean any personnel of M/s BCPL, authorized to administer the said contract as per laid down terms and conditions.

2.4 Where any portion of the General conditions of Contract is repugnant to or at variance with any provision of special conditions of contract, the provision of Special Conditions of contract shall be deemed to override the provisions of General Condition of Contract and shall to the extent of such repugnancy of variation prevail.

3. SITE LOCATION

- Nearest Airport: Dibrugarh, Mohanbari Airport / 25 km.
- Nearest Railway station: Dibrugarh/15 km.
- Nearest National Highway: NH37.

4. DURATION OF CONTRACT:

The duration of contract shall be 12 (Twelve) months from the date of commencement of the contract. The date of commencement of the Contract shall be reckoned to be as the date of award of the LOI/LOA/PO to the Contractor/Bidder. The Contract may further be extended for a period of maximum three months on same rates, terms and conditions at the sole discretion of BCPL.

5. PRICE BASIS:

5.1 The quoted rate shall be firm and valid for the complete duration of the Contract. No escalation what-so-ever on any account shall be payable under the contract. Therefore the Contractor while submitting the bids against the subject contract should quote accordingly, to offset any future increase in the minimum wages of the labour/manpower during the period of the Contract. No reimbursement/refund whatsoever shall be given to the contractor on account of upward or downward revision in the minimum wages payable against different category of manpower deployed under the subject contract.

5.2 In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take into their account this liability while quoting service charges. BCPL will have no

responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor.

5.3 The rates should be quoted in the schedule of rates as enclosed.

5.4 Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.

5.5 Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax to be charged.

5.6 The services not provided during the month against each category shall be recovered proportionately on pro-rata basis for particular category from the monthly bills of the contractor.

5.7 The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full, in accordance with the Terms & Conditions of the Bid Documents. The quoted rates shall include minimum wages payable to manpower as per SOR with provision for escalation (if any) towards minimum wages, PF Contribution, Tools and Tackles including consumables ,Overheads & profits, provision of safety gears to contract employees, compliance to statutory obligations, bonus etc.

6. MOBILIZATION PERIOD

Mobilization period of Fourteen (14) days shall be permissible for the start of work at BCPL Premises as per scope of work under this contract, with effect from the date of award of contract or intimation from EIC. However, the Contractor/Agency shall try to mobilize manpower/tools & tackles at site at the earliest. No mobilization advance shall be payable by BCPL on this account.

7. ENGINEER-IN-CHARGE'S STATUS:

The Engineer in charge shall look after general supervision and direction of the work. He shall be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all work, which does not conform to the tender document. The Engineer in charge reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute, the contractor may appeal to the Engineer-In-Charge whose decision shall be final and binding. He shall also be authorized to remove any person employed by contractor on disciplinary ground & if not found competent for the job.

8. WORKING AREAS

8.1 Substation Nos. 01, 01A, 2,3,4,5,6,7,8,9,9A,10,11,12,13,14,15,16,17 and their associated Plant/Unit areas including GDU Duliajan Substation and all associated Plant/Unit Area Buildings.

8.2 Product Warehouse, Central Control Room, Utility Control Room, Satellite Rack Rooms-1,2,3, Central Workshop, Auxiliary Fire Station Building, Main Fire Station Building, Central Warehouse, Lab Building and any other Administrative and Utilities Buildings of BCPL,LEPETKATA including GDU Duliajan.

8.3 Raw Water Intake facility, Naphtha Loading Railway Siding facility of BCPL LEPETKATA including the Gas Dispatch Unit at Duliajan and its associated utility buildings substations and unit areas.

8.4 In addition to above areas, if required and instructed by EIC, contractor has to work in

Other areas of BCPL Lepetkata Plant locations in the state of Assam, as and when required.

8.5. The overall BCPL Site, Unit/Working areas have been split into two parts and the **SOR Quantities to be executed are split accordingly as PART-A and PART-B. PART-A of the Work/Contract shall cater to jobs in AREA-1, while PART-B of the Work/Contract shall cater to jobs in AREA-2 as detailed below.** Works/Manpower/Supply of materials shall therefore be executed/awarded separately as per Quantities indicated and overall scope of work against PART-A and PART-B.

AREA- 1 for PART-A – This comprises of the following Areas/Units and any other work area as per directions of EIC.

- a) Upstream Plants- ECU/GSU and its associated substations SS-2, SS-6 and Control Rooms SRR-1 and any other areas as per directions of EIC.
- b) Downstream Plants- LLDPE/HDPE/ PP Units and its associated substations SS3, SS4, SS5, Control Rooms(SRR-2, SRR-3), LLDPE/HDPE/PP Bagging Plants including Product Ware House etc. and any other areas as per directions of EIC.
- c) CPP Unit (Captive Power Plant) and its associated Substations, SS-1A and any other areas as per directions of EIC.

AREA-2 for PART- B- This comprises of following OFFSITES AREA and GDU, DULIAJAN including the respective Substations, Control Rooms, Plant Buildings and any other work area as per directions of the EIC.

- a) OFFSITES-1- Comprising of CT-1(Cooling Tower), FWPH(Fire Water Pump House), RWTP(Raw Water Pump House), ETP(Effluent Treatment Plant), RAW WATER INTAKE FACILITY, NAPTHA LOADING FACILITY(RAILWAY SIDING), CSS/ADMIN BUILDING/SS-14, SS-12, SS-7, SS-9, SS-8,SS-15,SS-16,SS-17, SS-13, CATALYST STORE,CENTRAL WORKSHOP, AFS(AUX. FIRE STATION), MFS(MAIN FIRE STATION), CHEMICAL WAREHOUSE AND ANY OTHER AREA AS PER DIRECTIONS OF EIC.
- b) OFFSITES-2 - Comprising of CT-2, N2 & AIR PLANT, DM PLANT, AC SYSTEM OF COMPLETE PLANT, UCR & CCR, SS-1, SS-9A, SS-10, SS-11, 132 KV SWITCHYARD AND ANY OTHER AREA AS PER DIRECTIONS OF EIC.

- c) GDU Duliajan Unit of BCPL including all Plant Buildings, Substations and Electrical Installations therein.

The work shall be awarded/executed in two separate parts by two different contractor/agency as per PART-A and PART- B of the SOR. However, if required as per site conditions and exigencies/requirement of work at site, the Agency/Contractor awarded the work of PART-A or PART- B shall be required to carry out work in the other PART/AREA interchangeably, as per directions of EIC.

9. OVERALL SCOPE OF WORK AND TOOLS/TACKLES, QUALIFICATION OF MANPOWER DEPLOYED.

The Scope of work as per the SOR quantities shall be awarded separately for PART-A and PART-B SOR quantities as indicated. The work involves supply of manpower and execution of works as per SOR complying with relevant BIS standards and supply of miscellaneous spares/items of approved makes as per directions of EIC and specifications of the tender.

Supply of manpower as per the SOR shall be as per following.

- a) **SOR Items 1.0 & 2.0** – The SOR Quantities are proportionately distributed between PART-A and PART-B of the Contract and shall be awarded/executed accordingly as per SOR Quantities indicated against each. This involves Providing Services in Round the Clock and in Normal Working Hours including Sundays/Holidays etc. as required for carrying out various Electrical Maintenance jobs , monitoring, supervision of all works as per conditions/specifications of the contract, at different locations/substations in 3 shifts of 8 hours each (Morning Shift (A) - 6.00 a.m. to 2.00 p.m., Evening Shift (B) – 2.00 p.m. to 10.00 p.m. and Night Shift(C) - 10.00 p.m. to 6.00 a.m. and during Normal Working Hours (8.30 a.m. to 5.00 pm) on all working days and holidays as per requirement of the work, specifications of the contract and directions of EIC as follows.
- i) Deployment of Manpower shall be done as per site requirement at respective Locations/Unit Areas/Substations, in Rotating shifts as well as Normal Working Hours(Day Shifts) and the job shall include but not be limited to attending all Preventive/Breakdown maintenance of the plant's Electrical equipment& lighting systems installed in different Units/Substations/Utility Buildings/Control Rooms etc. of BCPL LEPETKATA and GDU Duliajan Premises, as per specifications of the contract and directions of the EIC.
- ii) The manpower deployment at respective locations/units/areas shall be done in a phase wise manner as per requirement and directions of the EIC.

- iii) Each Skilled and High Skilled Manpower deployed at Site shall be provided with **a complete and individual set of tools and tackles** as laid down under this contract for proper discharge of their duties.
- b) **SOR Items 3 to 43.** – The SOR Quantities are proportionately distributed between PART-A and PART-B of the Contract and shall be awarded/executed accordingly as per SOR Quantities indicated against each. The Work includes execution of misc. works as per requirements at site and directions of EIC, as per standard Installation practice and specifications of the tender.
- c) **SOR Items 44 to 48** – Supply of spares/items of approved makes as per requirement at site and directions of the EIC. The SOR Items against **supply is included only against PART-A of the SOR.**

The work shall be awarded in two separate parts to two different contractor/agency as per PART-A and PART- B of the SOR. However, if required as per site conditions, the Agency/Contractor awarded the work of PART-A or PART- B shall be required to carry out work in the other PART/AREA interchangeably, as per directions of EIC.

9.1 QUALIFICATION OF MANPOWER DEPLOYED

The assistance/services is to be provided by experienced and qualified personnel deployed by the contractor as follows. The persons deployed shall be assessed by the EIC for being suitable for the work assigned, prior to deployment.

- a) Diploma Engineer- Persons having at least Diploma in Electrical Engg. (Minimum 3 years duration). with at-least 3 years of Industrial Experience and working knowledge of safety aspects during regular operation and maintenance of a wide range of Electrical Equipments used in Refineries/Petrochemical Plants/ Fertilizer Plants/Onshore-Offshore Oil and Gas Installation/Steel Plant/Cement Plant etc.
- b) Skilled Manpower- Persons having at least ITI qualification in Mechanical/Electrical Trade (Minimum 2 years duration) with a valid Electrical Wireman License for Electrical Works with minimum 2 year experience in industry and working knowledge of safety aspects during regular operation and maintenance of a wide range of Electrical Equipments used in Refineries/Petrochemical Plants/ Fertilizer Plants/Onshore-Offshore Oil and Gas Installation/Steel Plant/Cement Plant etc.
- c) Semi-Skilled Manpower- Persons having at least a valid Electrical Wireman License for with minimum 2 year experience in industry and working knowledge of safety aspects during regular operation and maintenance of a wide range of Electrical Equipments used in Refineries/Petrochemical Plants/ Fertilizer Plants/Onshore-Offshore Oil and Gas Installation/Steel Plant/Cement Plant etc.

- d) Un-Skilled Manpower- Persons with sound mind and body who can carry out any work as assigned in industry with safety and can converse in the local language.
- e) Welder- Persons having experience of carrying out miscellaneous welding work at different elevations as per requirement of the job at site and knowledge of safety aspects during regular operation and maintenance in Refineries/Petrochemical Plants/ Fertilizer Plants/Onshore-Offshore Oil and Gas Installation/Steel Plant/Cement Plant etc.

However if the EIC finds any of the contractor's representative/manpower deployed, not performing up to the mark or does not have the requisite qualification, skills, aptitude and attitude of working in a hazardous plant like Petrochemical Plant, they shall be suitably replaced by the contractor.

9.2 DETAILED SCOPE OF WORK:

Providing assistance in routine and regular operation, maintenance & health monitoring of electrical system & providing of first aid assistance for breakdown and emergency maintenance jobs on electrical equipment installed at BCPL Plant Premises including GDU Duliajan and its all associated units/areas/facilities at various locations/substations/buildings etc. as per the TERMS AND CONDITIONS OF THE CONTRACT and **as mentioned at Clause 8.0** of the SCC. The detailed scope of work is as follows but not limited to the same.

- (1) Performing routine and breakdown maintenance jobs on electrical equipment as required to keep plant running / un-interrupted. This includes to keep or bring any electrical equipment in running condition as per requirement of the plant and directions of the EIC, to avoid any safety, environmental & health hazard to plants & personnel working in and around the plant. Jobs are to be done as per relevant standards, OISD code or good engineering practice. The work may also involve lifting & shifting of the material / equipment from units to substation/workshop and vice versa. The work shall also involve regular monitoring of various parameters of equipment to facilitate predictive maintenance activities. Following is the indicative list of jobs required to be carried out under the contract however it is not limited to the below and work may be require to be carried out as per directions of EIC and requirement at site for Electrical Systems./ Equipments etc.
 - a) Providing immediate assistance in attending breakdown job as and when required throughout the year. This job shall include taking out and putting in of HT & LT circuit breaker & switch fuse units, breakdown maintenance on all types of HT & LT panels, connection, disconnection including glanding & de-glanding& lugging of power & control cables, Motor terminal box opening & checking by Megger, multimeter etc.
 - b) All regular and routine as well as specific works related to Electrical Maintenance, Installation and Commissioning of Electrical Equipment in

Substations and Plant/Battery Limit Areas including Control Rooms, Utility Buildings etc. as per requirement and directions of the EIC.

- c) Preventive & Breakdown maintenance of all types of HT/LT switchgears such as HT board, PCC panel, MCC panels, ASB panels, PDB, LDB, VSD panels etc.
- d) Preventive & Breakdown maintenance of all types of HT/LT motors, HT/LT Transformers, capacitor banks, Battery chargers, Batteries, Variable Speed Drive Panels, MOVs, UPS Systems, Controllers, Heat Tracing system etc., including all other related electrical system not specifically mentioned above but installed/used in the Plant/Utility Buildings/Substation Buildings/Control Rooms.
- e) Connection and disconnection of power and control cables including un-glanding and re-glanding, Lugging and termination of power & control cables, loop checking and connection of power and control cables as per requirement and direction of the EIC.
- f) Providing Lighting and Power connections on temporary basis to field Equipments, grinding machines, hand lamps, welding machines, hydro-jetting machines within or outside Plant Areas/Battery Limit Areas.
- g) Laying and connection of Power and Control cables for providing Lighting/.Power Connections to various utilities/equipment etc. in Plant Area/Substations/battery limits etc.
- h) Attend breakdown maintenance of UPS, battery charger, batteries including replacement of battery links, connection disconnection of cells & cables etc. as and when required.
- i) Providing of temporary floodlights, hand lamps, connections to welding machine, grinder or any electrical equipment. Monitoring of various parameters as and when required such as current, voltage, KW/ KWH, Power factor etc. at all the substations as specified in the SCC.
- j) Monitoring and recording of various critical electrical parameters of Electrical equipment on routine/ round the clock basis as per format of BCPL. (VOLTAGE RATINGS- From 110V DC/ 220V DC and 110VAC to 132 KV AC) including but not limited to the following types.

- High Voltage/Low Voltage Electrical Panels ,PMCC,MCC,DC Distribution Boards, AC Distribution Boards, Vacuum/SF6/Air Circuit Breakers, Transformers, Capacitor Banks, Relay Panels, battery chargers, UPS Systems and battery banks.132 KV Electrical Switchyard Equipments(Both Indoor and Outdoor), Transformers, Capacitor Banks, Relay Panels, Battery chargers, Earthing Pits, AC/DC Lighting, UPS Systems, Battery banks etc.

- k) Switching ON/OFF and Racking in and Racking Out of Breakers, Switch Fuse Units, MCC Panels, PCC Panels, MCB's Switches and various other Electrical Equipments, in the Plant Premises as per requirement.
- l) Routine maintenance/cleaning/replacement of incandescent lamps /HPMV lamps/HPSV lamps/Fluorescent tubes, of various ratings or any of its part / accessories of complete fittings of industrial, increased safety, FLP or decorative type lighting fixtures up to all the heights. This includes removing, re-fixing, disconnection and connection of complete fitting or part thereof for its repair/maintenance and fault finding etc.
- m) Cleaning of all types of lighting fixtures including reflectors / diffusers /lamps protective glass covers / wire guards etc., repair of switch, socket, MCBs, all type of junction boxes, fuse boxes, replacement of fuse / fuse base /fuse carrier etc.
- n) Maintenance and rectification of faults in lighting / power panels/ flameproof and increased safety junction boxes and lighting and power circuits including repair/ replacement of sockets, MCBs, holders ,switches, all types of junction boxes, fuse boxes, replacement of fuse/fuse base/fuse carriers of various types of ratings. Fault finding and repair of PVC wiring of size 1.5 to 10 sq mm in concealed or surface conduit including earthing if required, termination, connection in the light fitting, LDBs etc.
- o) Replacing / removing burnt wires / cables, cable lugs overheated terminations, burnt terminal blocks, of all sizes including re-glanding of existing cables wherever required after cutting and removing the burnt out connections etc. This is applicable to all lighting and power circuits or its parts he contractor. Rectification of faults in LDBs (SPN/TPN) of all ratings including cleaning and tightening of all electrical connections.
- p) Rectification of fault in feeder pillars for service lines including connections/terminations of all incoming and outgoing cables / replacement of damaged burnt fuses/fuse holder, neutral links and complete rectification as required.
- q) Cleaning/repairing or replacement of exhaust /ceiling/wall mounting fans up to 56" sweep and its switches, regulators in the Plant/Substation/Utility/Office Buildings in Plant and Non- Plant Areas. This includes its general cleaning, greasing, removal, fixing back, connection and disconnection for the repair work.
- r) Providing and removal upon completion of work, of temporary Single phase/ Three phase power connections to portable electrical equipment's in the plant and non-plant areas/buildings etc. as per requirement. This includes FLP and non FLP type equipment's / with or without power extension boards.
- s) Rectification of faults in fan point wiring including tightening of connection, replacement of switch, regulator and selector for speed variation etc.

- t) Topping up and cleaning/maintenance of Lead Acid/Nickel cadmium battery banks at Substations/Control Room Buildings including cleaning and tightening of battery terminal links, application of petroleum jelly, measurement of specific gravity and Voltage of each cell, on routine basis as per format of BCPL.
- u) Rectification of faults in 33KV/6.6KV Overhead lines at different locations including associated jobs as required for making the line healthy and attending faults as required from time to time.
- v) Measurement and recordkeeping of earth resistance values of Earth Pits of Buildings/Substations as per format of BPCL on routine basis.
- w) Laying and connection of Power and Control cables for providing Lighting/.Power Connections to various utilities/equipment etc. in Plant Area/Substations/battery limits etc.
- x) Checking of all electrical equipment's on periodical basis to maintain utmost safe & healthy condition of equipment and environment in the plant.
- y) Any other left out jobs required to be carried out for assistance in commissioning/pre-commissioning and routine maintenance jobs, as per the directions of EIC.
- z) Any abnormality observed must be attended immediately. Contractor has to carry out breakdown maintenance at any location within the petrochemical Plant as per instruction of EIC. Any other left out jobs required to be carried out during day to day maintenance requirements as per the directions of EIC.

The Manpower for the above mentioned jobs shall be deployed in Shifts/Normal Working hours at respective substations /unit areas etc. as per directions of the EIC and the Contractor will receive instructions from the EIC of the Contract regarding the same.

Scope of work can be reduced at any time by off-loading or removing one or more groups from the SOR as per site requirement with notice period of 7days.

9.3 SCOPE OF WORK FOR EXECUTION OF WORKS ON ITEM RATE AS PER SOR QUANTITIES. (SOR ITEM No. 3 to 43)

All works under the Item Rates as per SOR Quantities for PART- A and PART- B awarded to two different Contractor/Agency, shall be carried out strictly as per relevant IS Standards, Specifications and directions of the EIC. Makes of any bought out items for execution of the jobs under the clause shall be in accordance to the makes mentioned in the Contract. In case of any different make is proposed to be used other than the specified/standard make of items, the contractor shall obtain prior written approval of the EIC for the same. The decision of the EIC in respect of the make of items, shall be final and binding upon the Contractor.

Only standard approved BIS certified makes of products/bought out items shall be used in execution of the jobs as per the SOR Items mentioned. Use of Non-Standard or –un-approved makes of items shall not be accepted and the contractor shall have to remove such items and carry out re-work /replacement solely at his own risk and cost, in case defective/substandard items are used.

Scope of work can be reduced at any time by off-loading or removing one or more items from the SOR as per site requirement.

9.4 LIST OF ELECTRICAL TEST AND MEASURING INSTRUMENTS AND TOOLS AND TACKLES TO BE PROVIDED BY THE CONTRACTOR DURING THE COMPLETE DURATION OF THE CONTRACT.

The respective contractors/agencies **awarded/executing the respective work for PART-A and PART- B of the SOR against the contract**, has to provide the below mentioned Electrical Test and Measuring Instruments and Tools and Tackles to each Highly Skilled/Skilled Manpower deployed under the contract, as per details mentioned below, in healthy and working condition for the complete duration of contract for effective discharge of their duties. The tools and tackles and Electrical test and measuring instruments shall be provided **within a maximum of 15 days of the deployment/mobilization of the Manpower at site.**

(A) TOOLS AND TACKLES TO BE PROVIDED TO EACH HIGHLY SKILLED MANPOWER DEPLOYED FOR EACH PART OF THE SOR BY EACH CONTRACTOR/AGENCY.

1. Digital Insulation Resistance Meter, 1000V, Makes- Fluke/Megger/Meco/Rishabh/Motwane/Sonel/Kyoritsu/Yokowaga.
2. Digital True RMS MULTIMETER, 600V AC/DC and 10 A AC/DC.Makes- Fluke/Megger/Meco/Rishabh/Motwane/Sonel/Kyoritsu/Yokowaga.
3. Digital AC/DC Clamp Meter of up-to minimum 200A AC/DC Current Range, Makes-Fluke/Megger/Meco/Rishabh/Motwane/Sonel/Kyoritsu/Yokowaga.
4. Insulated screw driver set 4” TO 12” Make-Taparia.
5. Line Tester, 500 Volt, Make-Taparia.
6. ALLEN KEY SETS- mm and Inch set complete.
7. Heavy duty Tool Bag made of Cotton Cloth for carrying the tools.

(B)TOOLS AND TACKLES TO BE PROVIDED TO EACH SKILLED MANPOWER DEPLOYED FOR EACH PART OF THE SOR BY EACH CONTRACTOR/AGENCY.

1. Insulated Combination Pliers, Make-Taparia.
2. Insulated Nose Pliers, Make-Taparia.
3. Insulated screw driver set 4” TO 12” Make-Taparia.
4. Line Tester, 500 Volt, Make-Taparia.
5. Crimping Tools 2.5 Sq. mm. to 16 Sq.mm Make Jainson.

6. ALLEN KEY SETS, 1mm to 18 mm, Make-Taparia.
7. Electrical Insulated Knife, Make-Taparia.
8. Mini Hacksaw with Blade, Make Taparia.
9. Adjustable Spanner -12” Make-Taparia.
10. Heavy duty Tool Bag made of Cotton Cloth for carrying the tools.

Further, following complete Tools and Tackles set and Instruments as per specified makes mentioned below shall be provided/maintained **at minimum 6 LOCATIONS against PART- A and PART- B of the SOR/Contract separately by the each contractor/agency**, as specified and directed by the EIC and shall be used for the maintenance jobs as per requirement at different locations/substations/plant areas/battery limits etc. **At-least 3 Nos. of HT Megger shall also be provided as common for all 6 locations against each PART(PART-A and PART- B)** as specified below.(In case of any deviation in the below mentioned makes / model, written consent of EIC is required).

All the following common set of tools and tackles shall be mobilized **within a maximum period of 30 days of the deployment/mobilization of the Manpower at site.**

(C) COMMON SET OF GENERAL PURPOSE TOOLS AND TACKLES TO BE PROVIDED AT EACH OF THE 6 LOCATIONS AGAINST PART-A and PART- B SEPERATELY BY EACH CONTRACTOR/AGENCY.

1. HT Megger (Up-to 5 KV) – 3 Nos.
2. OPEN OR D-SPANNER SET, 6” TO 32” Make-Taparia. - One Set at each location.
3. RING SPANNER SET, 6” TO 32” Make-Taparia. - One Set at each location.
4. PIPE WRENCH 12” Make -Taparia. - One Set at each location.
5. Monkey Plier, Make-Taparia - One Set at each location.
6. Hammer with Wooden Handle, 5 kg. - One Set at each location.
7. 24 piece SOCKET Set, Make – Taparia. - One Set at each location.
8. Power Drill Machine with Drill Bit Set, Make- Bosch/Reputed. - One Set at each location.
9. Hand Held Air Blower, Make- Bosch/Reputed.- One Set at each location.
10. Letter/Number Punch Set for Cable Tags. - One Set at each location.
11. Industrial heavy duty vacuum Cleaner, Make- Any Reputed Make. - One Set at each location.
12. Heavy duty MS Frame/Sheet Tool box with lock for storing the above tools at each location. - One Set at each location.

All the Instrument/Tools & Tackles shall remain at BCPL Premises throughout the duration of the contract and shall be retained/taken back by the Contractor upon termination/end of the contract period. The responsibility of safe handling / storage of equipment’s lies with contractor.

10. RESPONSIBILITIES OF THE CONTRACTOR FOR OVERALL CONTRACT ADMINISTRATION AS PER SCOPE OF WORK AND SOR.

The Contractor/His appointed representative shall carry out complete supervision of all works under the subject contract and coordinate the jobs envisaged herewith, receive instructions, corresponding letters, etc. from Engineer-In-Charge and ensure satisfactory performance of all works and services as per the scope of work of the subject contract.

The Major responsibilities of the Contractor/His appointed representative shall be as follows:-

- a) Reporting to EIC on all working days on regular basis for receiving instructions for the work under the subject contract.
- b) Supervision of all maintenance jobs carried out by their deployed manpower under the subject contract in Normal Workings hours as well as round the clock shifts including checking of daily logs and shift-wise logs of works done/observations noted. Reporting of any abnormalities observed to the EIC on prompt and regular basis. Taking corrective maintenance action/repair work of Electrical Equipment as per requirement and under prior intimation to EIC.
- c) Maintaining Attendance Register of all employees/manpower deployed under the contract on daily basis and submission of attendance report to the EIC on daily basis.
- d) Allocation of manpower for the jobs identified on daily basis.
- e) Follow up job for issuance of work permit including closing of permits issued after completion of work as required.
- f) Arrangement of gate passes in time for all contract workers as per BCPL laid down guidelines and requirements.
- g) Arrangement of resources and follow up for issuance of material from C&P store or any other location within plant as per directions of the EIC.
- h) Submission of computerized annual wage sheet chart, attendance chart etc or any other such report as required by the EIC from time to time.
- i) Arrangement of manpower during emergencies or for extra/contingent jobs.
- j) Any other duty for smooth operation of contract as per instructions of the EIC.

11. APPLICABLE CODES AND SPECIFICATIONS:

- a) The job shall conform to the Indian Electricity Rules 1956, India Electricity (supply act, Relevant Indian standard specifications and code of practice as modified up-to date and CPWD specifications as applicable from time to time.

b) Any other standard not mentioned above but otherwise considered necessary for the Satisfactory performance of the job shall also be applicable.

c) For smooth execution of the services contracted out herein it is required that the Contractor will deploy qualified and experienced personnel under the contract, who also meet the statutory requirements for experience, qualification and have a valid Electrical License for working at different voltage levels at various substations at BCPL Premises and its associated units/areas.

d) The contractor will also be required to take up the repair/rectification/maintenance works according to the priorities fixed by EIC from time to time.

12. UTILITY SUPPLY BY BCPL (POWER, WATER, AIR ETC.)

BCPL will provide free water, steam, air and electricity at suitable points, if required, for Under-taking the job.

13. SAFETY OF CONTRACTUAL DEPUTED MANPOWER:

Contractor shall provide safety gears such as Helmet, Safety shoes, Cotton Uniform (Dangri) etc. Contractor **shall provide minimum two sets of Cotton Uniform and one pair Safety shoes per person every year to all his deployed manpower at his own cost** during the contract duration. If contractor fails to provide safety gears, then BCPL will provide all these items and shall deduct cost of such items from running bills of Contractor. However, any specialized safety gears will be provided by BCPL. Contractor will be responsible for accounting of the same from time to time. The specification of PPE's is mentioned below for maintaining the quality. Minimum 6 Nos. of safety belts are to be maintained as per specification mentioned below by the contractor at site. All safety gear like safety shoe, helmet etc. shall be provided immediately upon deployment of the Manpower at site, i.e. no manpower will be allowed on duty without the necessary safety gears. However, Cotton Dangri/Uniform shall be provided within 45 days of the start of work at site/deployment of manpower at site.

a) SPECIFICATION OF SAFETY HELMET

- i) Approved and BIS/DGMS Certified and marked, Industrial safety helmet manufactured from high quality, high impact, heat & chemical resistant HDPE material designed to take on clip on accessories like face shields, ear defenders and welding visors without the need for drilling on the helmet. This helmet shall be made with or without fluorescent radium pigment so that the helmet glows in the dark.
- ii) The helmet should be provided with sweat band and synthetic adjustable and removable chin strap.
- iii) Manufacturer's name, year of manufacture and BIS, IS, DGMS, mark shall be embossed on the head band on the shell.

b) Specification of Industrial Safety Shoes

Approved BIS Certified, Light weight high quality industrial safety shoes with Electrical Insulating property, made from black color mammal leather with grain finish and shall be necessarily either IS marked or ENS approved and confirming to the applicable specifications as per standards.

c) SPECIFICATION OF SAFETY BELT

- i) Safety belt Full body harness shall be with double polyamide rope lanyards.
- ii) Safety full body harness shall be of Polyamide webbing in two colors made of adjustable 45mm + 2mm polyamide shoulder, thigh seat, and chest and waist straps.
- iii) The safety harness shall be provided with adjustable buckles in high strength zinc plated steel, 2 chest attachments D-Ring and a dorsal attachment D-Rings with D plates.

d) SPECIFICATION OF COTTON UNIFORM

The cotton uniform shall be of Cotton Fabric as per Colour shade and material approved by the EIC. Contractor shall obtain prior approval of the same from the EIC.

14. PAYMENT OF WAGES TO DEPUTED CONTRACT EMPLOYEES

Contractor has to disburse the wages to their employees including supervisor through e-Banking / account payee Cheque within the stipulated time period i.e. latest by 7th of subsequent month, at the rates as per the Minimum Wages Act and as notified by the Regional/ Assistant Labour Commissioner (Central), Guwahati, Assam from time to time. Contractor shall ensure that all their employees have running savings bank account. Contractor has to submit a proof of payment made to all his employees/manpower deployed along with the Running Account Bills every month/subsequent months.

15. IDENTITY CARD/ GATE PASS FOR WORKMEN'S

Contractor shall arrange to provide all necessary documentation etc. as required for making of Identity Card/ Entry Gate Pass for its personnel as per directions/guidelines of BCPL Security Dept for entry into the plant premises for safety and identification purpose. No extra payment shall be made on this account as the quoted rates deemed to include the same.

16. TERMINATION OF CONTRACT

No additional charges, other than the quoted rates and applicable taxes, shall be paid to the contractor during the contract period except statutory variation in service tax during the contract period. The rate contract will be for a period of one year & BCPL reserves

the right to terminate the Contract either in part or in full without assigning any reason thereof. Engineer – In-Charge shall in such an event give thirty (30) days' notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice will discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

17. OTHER CONDITIONS OF CONTRACT.

- i) The Contractor/ Bidder shall visit the site and get himself acquainted with the Electrical Systems and Site and quote accordingly.
- ii) The Contractor/ bidder will not claim his/her ignorance regarding the terms and conditions of the Contract.
- iii) The Contractor / Bidder should have valid Class 'A' Electrical Contractor license in his own name/Firm, if the bidder is proprietorship firm. If the Bidder/Contractor firm is a partnership firm/ Company, Electrical Contractor License of "A" class should be in the name of partners/ Company.
- iv) The Contractor/ Bidder is required to produce valid class 'A' Electrical contractor license for F.Y. 2015-16 and beyond as applicable , before the award of contract.
- v) The value of work under this contract shall be as per attached Schedule of Quantities and rates. Actual work may vary to any extent plus or minus to the attached Schedule of Quantities. Minimum value of work is not guaranteed.
- vi) Contractor shall in no case lease/transfer/sublet/appoint caretaker for services and the personnel to be deployed for carrying out the contractual job.
- vii) The personnel to be deployed by the Contractor should be on rolls of the contractor/contracting firm.
- viii) No other person except Contractor's authorized representative/personnel shall be allowed to enter BCPL premises.
- ix) The contractor shall deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- x) The list of persons/manpower deployed by Contractor for the subject work mentioning qualifications, experience etc. with documentary evidence shall be submitted to BCPL. In case of any change, the same shall be informed to BCPL from time to time. The Contractor must get the police verification done, of all its contract labour/manpower deployed in BCPL premises as per BCPL guidelines.

- xi) BCPL reserves the right to obtain Contractor's services on holidays as well as beyond the specified working hours, as per requirement and directions of the Engineer-In-Charge.
- xii) The Contractor's personnel shall not do any private work other than their normal duties as per contract within the BCPL Premises. In case the deployed personnel / manpower of the Contractor are absent for more than continuous three days in a month, a replacement should be provided. The attendance and leave record of the personnel deployed by the contractor shall be maintained by him/his authorized representative and details of such designated representative of the Contractor like mobile phone no, office address shall be communicated by the contractor to Engineer In-charge of the Contract. The Contractor/Authorized Representative shall visit the BCPL premises regularly to attend to the contractual obligations and interact with the personnel deployed by the Contractor. It is the sole responsibility of the contractor to manage his manpower/personnel deployed in the contract e.g. the monthly attendance, leave details, Identity cards, police verification of contractor's personnel etc.
- xiii) Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep BCPL indemnified against all losses, damages and claims arising thereof.
- xiv) Contractor shall be solely responsible for payment of wages/remuneration including allowances to his/its personnel that might become applicable under any new act or order of Government. BCPL shall have no liability whatsoever in this regard.
- xv) Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his/its personnel or staff. In case any worker is found having criminal record, he shall have to be replaced immediately without assigning any reasons.
- xvi) Contractor shall be responsible for any loss that occurs to BCPL on account of execution of work due to negligence/lack of knowledge etc. Damages if any, to the structures /equipment's during execution of work will be made good by the contractor without any claim and therefore should take utmost care while working.
- xvii) 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.
- xviii) No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.

- xix) 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.
- xx) BCPL reserves the right for replacement of any person due to misbehavior or lack of knowledge. Replacement should be done by the contractor within 24 hours of intimation by BCPL.
- xxi) Contractor shall be responsible for all acts of their personnel and loss and damage caused to BCPL's property or to third party in any form due to any act or negligence of his personnel shall be chargeable to their account. If any liability is thrust upon BCPL which is attributable to contractor staff, it will be charged to contractor's account or recovered from contractor's bill.
- xxii) The contractor shall make his own arrangement for removal of old as well as unused material from the work site to the place indicated by EIC, after completion of work.
- xxiii) The contractor shall provide safety gears such as Helmets, safety shoes, safety gloves, safety belts, ear plug etc. to all his personnel deployed at his own cost. Contractor shall also provide two sets of cotton dangri /uniform to each personnel deployed for the contract at his own cost every year as mentioned in the Special Conditions of the Contract herewith. No personnel will be allowed on duty without wearing all safety gears. However special safety equipment's shall be supplied by BCPL and Contractor shall be responsible for accounting the same.
- xxiv) The entire Job shall be carried out in safe manner. Workers engaged in unsafe work shall be removed immediately. Contractor shall comply with all applicable safety laws and he should be conversant with all statutory labour laws and regulations prevailing during the contract and ensure to comply with the same and shall keep the BCPL fully indemnified against any action brought against it for any violation and non-compliance of any act etc. Contractor Firm should be registered with the Labour Commissioner Office and such details will be submitted to BCPL at contractor's own cost. Failure to comply with statutory regulations would result in quantifiable deduction from running bill and / or cancellation of contract.
- xxv) Boarding, lodging and transportation facilities for contractor's personnel for carrying out the work at site are to be made and borne by contractor at his own cost.

18. INCORPORATION CLAUSE:

BCPL can incorporate any condition, which is not envisaged here at the time of agreement which can be of sole interest/advantage to BCPL. Interpretation of terms and conditions of the document as confirmed by BCPL shall be final and binding on the contractor/agency.

19. MEASUREMENT AND BILLING:

All measurement shall be in metric system (if applicable) Contractor shall submit Running account bill on monthly basis in triplicate as per the schedule of rates and actual measurements in prescribed format with the full details of work for the period of billing and along-with all statutory documents/compliances attached, as per rules/regulations and statutory guidelines in force from time to time.

20. TERMS OF PAYMENT:

20.1 Contractor shall submit the monthly RA bills before 7th of every month in triplicate to the Engineer-in-charge for Certification along with relevant documents such summary of bill, Invoices, measurement sheets, attendance details, wage sheet, proof for payment of wages, Labour License, Statutory compliances as per labour laws, PF related documents duly verified and certified, etc. in support of the claims as specified in GCC of the Contract and contained herewith in the Special Conditions of the Contract. All Invoices shall be raised in accordance with various provisions under of taxation/rules etc. as **BCPL** shall avail the benefits under various statutes in force from time to time.

20.2 Payment shall be made by Finance Department, BCPL, LEPETKATA within 15 days of receipt of final bills complete in all respects.

21. PENALTY:

a) DELAY IN MOBILISATION/NON-COMPLETION OF WORK.

In case of delay in mobilization or in completion of work in all respects and to the full satisfaction of Engineer-In-Charge, the Engineer-In-Charge may at his discretion impose a penalty at the rate of **0.5% per week or part thereof limited to 5% of the contract value**. Alternatively, in case the Engineer-In-Charge feels that the progress of work is not satisfactory and the work may be delayed beyond the scheduled or contractual completion date, he may at his discretion get the work done through other agency at the risk and cost of the contractor without prejudice to other rights available to owner under the contract. The decision of the Engineer-In-Charge shall be final and binding in this regard. Contractor shall execute the work as per the site requirement and as advised by Engineer-In-Charge.

b) NOT PROVIDING UNIFORM AND PERSONAL SAFETY GEARS.

10 % amount of the Bill Value from each/monthly RA Bill raised by the contractor, shall be retained and shall be released only when the uniform/safety gears as per contract are provided to each manpower deployed at site. In case of non-compliance beyond a period of 45 days from the date of mobilization/start of work at site, the amount thus retained shall be forfeited/not paid. Further, in case the Uniform/safety gears are not provided by the Contractor/Agency inspite of the above, same shall be arranged/provided by BCPL at the risk and cost of the Contractor/Agency.

c) NOT PROVIDING TOOLS AND TACKLES TO THE MANPOWER DEPLOYED AS SPECIFIED IN THE CONTRACT AS PER CLAUSE 9.4(A) & (B) OF SCC.

An amount of Rs.200.00 per manpower per day **(after lapse of 15 days from mobilization at site)** shall be deducted from the each/monthly RA Bill raised by the Contractor, **for not providing tools/tackles to the manpower deployed at site within 15 days from mobilization/deployment of manpower at site.** Further in case the tools & tackles are not provided inspite of the above, same shall be arranged/provided by BCPL at the risk and cost of the Contractor/Agency.

d) NOT PROVIDING COMMON SET OF GENERAL TOOLS AND TACKLES AT 6 NOS. OF SPECIFIED LOCATIONS AS PER CLAUSE 9.4(C) OF SCC.

10 % amount of the Bill Value from each/monthly RA Bill raised by the contractor, shall be retained and will be released only when the required General Tools and Tackles are provided at all the locations as per contract. **In case of non-compliance beyond a period of 1 month from the date of mobilization/start of work at site, the amount thus retained shall be forfeited/not paid.** Further, in case the Tools/Tackles are not provided by the Contractor/Agency inspite of the above, same shall be arranged/provided by BCPL at the risk and cost of the Contractor/Agency.

e) NON DEPLOYMENT OF MANPOWER AS PER REQUIRMENTS AT SITE AND DIRECTIONS OF EIC.

Following amounts shall be additionally deducted from the Each/Monthly RA Bills as per category of manpower mentioned below **in addition to** the deduction/non-payment of MANDAY RATES, against the manpower not deployed.

- i) FOR HIGHLY SKILLED MANPOWER – Rs.500.00 per MANPOWER PER DAY not deployed.
- ii) FOR SKILLED MANPOWER- Rs. 250.00 per MANPOWER PER DAY not deployed.
- iii) FOR SEMI-SKILLED MANPOWER- Rs.150.00 per MANPOWER PER DAY not deployed.

iv) FOR UN-SKILLED MANPOWER- Rs.100.00 per MANPOWER PER DAY not deployed.

f) **NON PAYMENT OF WAGES TO THE MANPOWER DEPLOYED IN A TIMELY MANNER, AS MENTIONED AT CL.14 OF SCC.**

An amount of Rs.10, 000.00 shall be deducted from the Monthly/Each RA Bill raised by the Contractor in case of delay in payment/disbursement of wages beyond 7th of each month.

22. DEFECT LIABILITY PERIOD:

Defect liability period for the contract shall be 6 months, which shall be reckoned from the date of completion of the work. However the guarantee/warranty of the item /equipment supplied shall be extended to BCPL as per the standard terms. During defect liability period contractor stands responsible for rectifying all defects that may appear in the work executed by the contractor in pursuance of the contract and includes warranties against Manufacturing/fabrication defects covering all materials supplied by the contractor, works executed against the defects in the workmanship.

23. ACTS OF NUISANCE.

23.1 The Contractor shall not at any time do cause or permit any nuisance in area of work in **BCPL at its different plants and locations** or do anything which shall cause unnecessary disturbance or inconvenience to owners and **BCPL** officials or the tenants or occupants of other properties near the works area and to the public in general. The Contractor shall deal with all labour union(s) and the labour dept. should the labour/workers etc. individually or collectively stage an obstruction or any other nuisance inside or outside of the **BCPL** Premises.

23.2 Further **BCPL** may take action of restricting the entry of Contractor and its employees from indulging in public nuisance, violent activity causing damages to BCPL personnel or its property.

23.3 The Contractor in addition shall bear all cost of keeping law and order situation under control.

24. COMPLIANCE TO LABOUR LAWS, INDUSTRIAL REGULATIONS, BCPL SAFETY POLICY, WORKMEN COMPENSATION AND OTHER STATUTORY REGULATIONS/POLICIES AS IN FORCE FROM TIME TO TIME BUT NOT LIMITED TO THE FOLLOWING.

i) Contractor shall ensure strict compliance to all relevant guidelines, laws, directions and all other regulations, acts in force from time to time as applicable and shall furnish necessary documents and compliances as and when required.

- ii) The contractor/bidder shall ensure payment of the minimum wages to the manpower deployed by them during the entire contract period.
- iii) The Contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
- iv) 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.
- v) The Contractor shall be solely responsible and shall indemnify 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.
- vi) The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost, loss, damages and charges, if any, brought by any Court, Competent Authority / Statutory Authorities on account of any act or acts of the contractor/contracting firm or his workers.
- vii) No contract worker/manpower/labour below the age of 18 years shall be deployed on work at BCPL Site.
- viii) The contractor and the manpower/workers deployed by him, have to strictly comply and adhere to the fire prevention/ protection, safety rules, regulations and policies of BCPL in force from time to time.
- ix) The Contractor/contracting firm shall obtain comprehensive accident/health 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.
- x) In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation through **Employees compensation & Employer liability insurance policy** to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from all such liabilities. Workman compensation & Employers liability Insurance will be covering accident or injury in course employment at the workplace and related thereof.
- xi) While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated the contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory authorities.

Contractor shall not sub-let or assigns any work in part or whole to any firm, individual partnership firm, Pvt. Ltd. Company, Proprietorship firm etc. without the prior written permission of **BCPL** In case the contractor sub-lets or assigns the contract in part or whole without the prior written permission of **BCPL** and any claim preferred by any firm/individual to BCPL that the main contractor has not paid his or their dues/payments, in such 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

Section-IV

GENERAL CONDITIONS OF CONTRACT

(ATTACHED SEPARATELY)

PREAMBLE TO SCHEDULE OF RATES

- 1 Quoted rates should be as per Scope of Work.
- 2 Bidders are required to quote the rates strictly as per the above SOR and not to use any other format.
- 3 Item wise rates for SOR Items should be quoted including all taxes & duties (including WCT if any as per applicable rules) except Service tax.
- 4 Quantities shown in the SOR is tentative which may increase or decrease.
- 5 Bidders are advised not to mention rebate/discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any rebate / discount, they should include the same in the item rate(s) itself under the "SCHEDULE OF RATES (SOR)" and indicate the discounted unit rate(s) only. In the un-priced bid, bidder must mention as "QUOTED" in the SOR.
- 6 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.

SCHEDULE OF RATE (SOR)

**ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL OPERATION AND
MAINTENANCE WORKS AT BCPL LEPETKATA AND GDU DULIAJAN FOR A
PERIOD OF 12 MONTHS**

(ATTACHED SEPARATELY)