



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

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150281/MKB

Date: 11.05.2016

To,

**BID DOCUMENT FOR SERVICE CONTRACT FOR F&S DEFENCE SYSTEM FOR
BCPL, LAKWA**

LIMITED DOMESTIC COMPETITIVE BIDDING

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

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

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

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

BID DOCUMENT FOR SERVICE CONTRACT FOR F&S DEFENCE SYSTEM FOR BCPL, LAKWA

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Request For Quotation (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system towards SERVICE CONTRACT FOR F&S DEFENCE SYSTEM FOR BCPL, LAKWA, as detailed below in complete accordance with enclosed tender document:

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

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Tender (Bid to be sent by post / courier or hand delivered).
1.2.2	Earnest Money Deposit / Bid Security (Refundable)	Rs. 38,000/- (Rupees forty seven thousand five hundred only).
1.2.3	Bid Document No.:	BCPL/DIB/C&P/SER/20150281/MKB
1.2.4	BIDDING DOCUMENT FEE (NON REFUNDABLE)	NOT APPLICABLE
1.2.5	Period of Contract	Period of Contract as per Special Conditions of Contract (SCC) Part-B.
1.2.6	Pre-Bid Meeting	19.05.2016 (if the particular day is a HOLIDAY at BCPL, Lepetkata the Pre-Bid will commence on next working day)
1.2.7	Last date and time for Submission of bid	31.05.2016 up to 14.30 hrs (IST)
1.2.8	Date and time for opening of un –priced bid at BCPL, Lepetkata	31.05.2016 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days).
1.2.9	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	Manish Kumar Binjola, Sr. Officer (C&P) E-mail: mkbinjola@bcplindia.co.in Ph. No. +91-373-2914635

The complete bidding document is also available on the website of GAIL (www.gailtenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal. Bidders can download and submit their bid on the basis of downloaded document.

Bids are also available for sale (Tender Fee: NIL) at the office of DGM, C&P department as per the date mentioned above.

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

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

The un-priced bid must be complete with all technical and commercial details other than rate UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender.** Earnest Money Deposit as specified.

EARNEST MONEY DEPOSIT: Rs. 38,000/-

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

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

Format of Bank Guarantee towards EMD is enclosed with tender.

Part –II: Priced Bid: It should contain only price schedule with rates filled in and no terms & conditions should be put in priced bid. PRICED OFFER in duplicate (ORIGINAL + ONE COPY) WITH COMPLETE PRICE DETAILS as per price schedule provided in the tender

The two envelopes containing Part-I AND Part-II should be enclosed in a larger envelope duly sealed and super-scribed prominently with tender no., due date and item along-with address of this office and sender's name and address.

Bids complete in all respect must reach this office not later than 14.30 hrs on the notified date of closing of the tender.

Bids complete in all respects should be submitted on or before last date and time of Bid submission.

If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date. Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.

BIDDERS ELIGIBILITY CRITERIA/ BID EVALUATION CRITERIA:

1. Bidder must have executed at least one single work order of Fire and Safety Support Services for operation and Maintenance of Fire and Safety of value not less than Rs.9.5 Lacs (Rupees Nine Lacs Fifty Thousand only) for providing maintenance services of Fire and Safety to Government sector/Public sector/Private sector dealing in refinery/petroleum/petrochemical /Fertilizers/Natural Gas/LPG Sector in the preceding 07 years period reckoned from the last date of bid submission.
2. Bidder must submit copies of relevant work order and its completion certificate issued by the end user in support of meeting the above experience. Copy of completion certificate must indicate reference no. of work order/date, actual date of contract started & completed and actual executed value of work order.

NOTE:

a) For running similar service contracts, if the actual executed value is equal to or more than the value indicated above as on un-priced bid opening date, the same shall also be considered as meeting the single order value criteria provided that the bidder has submitted satisfactory work- execution certificate to this effect issued by the end user with details like work order no./date, brief scope of work, ordered and executed value of the job, completion date etc.

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

d) However, Bids of Joint Venture / Consortium and Sub-contractors are not acceptable.

e) For experience based on composite works:

In case bidder has executed a composite work / service in a single contract which includes qualifying work stated above, then value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.

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

OTHER DOCUMENTS BIDDER SHALL SUBMIT:

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

1) **Evaluation Methodology:**

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

2) **TECHNICAL SPECIFICATION :**

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

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

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

4) SERVICE TAX: -

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.
- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 14.5%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.

5) PRE-BID MEETING:

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

6) CONTRACT SCHEDULE:

The contract period shall be for 12 months.

7) VALIDITY PERIOD OF OFFER:

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

8) VAT / CST No:

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

9) SECURITY DEPOSIT:

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

10) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

11) FIXED PRICE:

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

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

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

13) ORDER OF PRECEDENCE:

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

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

14) PUBLIC PROCUREMENT POLICY (PPP), 2012

Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services (not applicable for Works Contracts) from Micro and Small Enterprises (MSEs) by all Central Ministries/ Departments/ PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions shall be incorporated in all tenders:

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

In case tendered item is non-splitable or non-dividable, MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price.

The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.

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

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

*Considering the job as pure non-splitting service contract, PPP for exemption of MSE shall be applicable.

- 15) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-11 “Acknowledgement Cum Consent Letter” attached in the tender along with reason(s) for non-participation 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.

Tender Consignee Address:

Office of the Dy. General Manager (C&P)
Administrative Building, Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata, District – Dibrugarh, Assam, India PIN – 786006
Tel-0373-2914635

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

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

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150281/MKB

**BID DOCUMENT FOR SERVICE CONTRACT FOR F&S DEFENCE SYSTEM FOR
BCPL, LAKWA**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 31.05.2016

Date and time for opening of bids: 15.00 hrs (IST) on 31.05.2016

From:

To:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914635
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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

CUT-OUT SLIP

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

INSTRUCTIONS TO BIDDERS

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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

As mentioned in page 04 of tender document.

4. One Bid per participates

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

5. Cost of Bidding

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

6. Site Visit

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

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

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

7. Service Tax

Please Refer Clause No 4 of RFQ

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit: Not Applicable

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written copies of BCPL's

response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

EMD / BID BOND as specified

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

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

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

iv) Organization details:

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

(b) In case Bidder is a partnership firm, certified copy of the partnership deed.

(c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association

v) All formats mentioned in Section: IIB

Any other information/details required as per bid document.

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

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

Part-II price Bid

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

13. Bid Prices

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

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

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

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

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

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

13.7 Alternative bids shall not be considered.

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

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

14. Bid Currencies

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

15. Bid Validity

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

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

16. Bid Security

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

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

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

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

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

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

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

16.7 The bid security may be forfeited:

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

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

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

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

iii) to accept arithmetical corrections.

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

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

17. Pre-Bid Meeting

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

b) The bidder is requested to submit their queries /clarifications in the **Format F7** of **SECTION IIB** of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.

- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

19.2.14 EMD / Bid Bond

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

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

20. E-Payment

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

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

Part A - Techno-commercial/ unpriced Bid,

Part B - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

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

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

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Unpriced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

- (a) meets the Bid Evaluation Criteria;
- (b) has been properly signed;
- (c) is accompanied by the required securities;
- (d) is substantially responsive to the requirements of the bidding documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.

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

A material deviation or reservation is one

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

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

30. Correction of Errors

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

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

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

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

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

34.1 Purchase Preference to Central Government Public Sector Undertakings shall be allowed as per government guidelines in vogue.

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

36.2 BCPL intends to award the entire work to a single bidder on overall cost basis.

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

39.2 The successful bidder shall be required to execute an AGREEMENT in the Profoma given in Instruction to Bidder (ITB) F-16 of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security

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

41. Corrupt or Fraudulent Practices

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

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

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

II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among

bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

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

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

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

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

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

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

42. Misc.

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

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

43. ERRANT BIDDER:

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

44. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

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

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

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

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

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

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

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

(a) Whether the management is common;

(b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.

(c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

45 Performance Rating & Evaluation:

BCPL follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of BCPL with respect to timely

receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be banned/put on holiday for future business with BCPL.

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

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

Very good

Good

Fair

Poor

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

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

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE 40 Marks

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

	More than 24 weeks	0
1.2 QUALITY PERFORMANCE		40 Marks
For Normal cases: No defects / No deviation / No failure		40 Marks
i. Rejection / Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases.	10 Marks
ii. When quality failure endanger system integration & safety of the system.	Failure of severe nature - Moderate nature - Low severe nature	0 Marks 5 Marks 10-25 marks
iii. Number of deviation	1. No. deviation 2. No. of deviation < 2 3. No. of deviation > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY OF PERFORMANCE 20 Marks

A.FOR SUPPLIES:

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

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above:

City _____ District _____

State _____ PIN/ZIP _____

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

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

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

1-7 E-mail address, _____

1-8 Website:: _____

1-9 Fax Number: _____

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

1-11 Whether Supplier / Manufacturer _____
 Dealer/Trader/Contractor

1-12 Banker's Name, Branch _____

1-13 Bank account number _____

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

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

1-16 PAN No. :

1-17 Whether SSI Registrant Or not :

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

BID FORM

F2

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

Dear Sir,

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

We confirm that this bid is valid for a period of F o u r (04) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by anytime before the expiration of that period.

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

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

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

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

SEALAND SIGNATURE
DATE:

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

(SIGNATUREOFWITNESS)

WITNESSNAME:

ADDRESS:

LIST OF ENCLOSURES

F3

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

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

Dear Sir (s),

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

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

As an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of -----is required to be submitted by the Bidder as a condition precedent for participation in the said Tender which amount 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 -----201----- at -----

WITNESS:

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

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

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:
 Date:

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

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

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:
Date:

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

BIDDER'S QUERIES FOR PREBID MEETING

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

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

SIGNATURE OF BIDDER: __

NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Description of the Work	Date of Commencement of Work	Scheduled Compo. Period	%Age Completion as on Date	Expected Date of Completion	Remarks

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

SEAL AND SIGNATURE OF
BIDDER

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

To:

Brahmaputra Cracker & Polymer Ltd.
 “Administrative Building”, NH-37, P.O. 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:

Date :

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Sr. Officer (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914635

SUBJECT:

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/work.

We undertake that the contents of the above bidding document shall be kept confidential and further that the drawings, specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

- A) We intend to bid as requested for the subject item/work and furnish following details with respect to our quoting office:

(i) Postal Address	:	_____

(ii) Telephone Number	:	_____
(iii) Telefax Number	:	_____
(iv) Contact Person	:	_____
(v) E-mail Address	:	_____

- B) Details of Contact person:

(i) Postal Address	:	_____

(ii) Telephone Number	:	_____
(iii) Fax Number	:	_____
(iv) Contact Parson	:	_____
(v) E-mail Address	:	_____

- C) We are unable to bid for the reasons given below and we are returning back the entire set of bidding documents.

Reasons for non-submission of bid	:	
Agency's Name	:	_____
Signature	:	_____
Name	:	_____
Designation	:	_____
Date	:	_____
Seal/Stamp	:	_____

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

Contract Agreement for the work of ----- of Brahmaputra Cracker & Polymer Ltd. (BCPL) made on ----- between (Name and Address)-----, hereinafter called the “CONTRACTOR” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and BCPL hereinafter called the “EMPLOYER” (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part. WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression “CONTRACT” wherever herein used.

AND WHEREAS The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. A N D

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

Signed and Delivered for and on
behalf of the EMPLOYER.

Signed and Delivered for and on behalf of
behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED (NAME OF THE CONTRACTOR)

Date : _____
Place: _____

Date : _____
Place: _____

IN PRESENCE OF TWO WITNESSES

1 . _____

2. _____

1 . _____

2 . _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s.

Offer Ref.

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

Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.		Description	Bidder's Confirmation
1		It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2		Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3		Confirm that the offer shall remain valid for acceptance up to 4 (Four) months from Final Bid Due Date /Date of Opening of Bids	
4		Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5		Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).	
6		Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	
7		Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
8		Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	
	A	Bid Security No. & Date	
	B	Value & validity	
	C	Name & address of Bank Issuing Bid Security	
9		Provide PAN number.	
10		Provide Service Tax Registration number.	
11		Provide Sales Tax (VAT / CST) Registration number.	
12		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
13		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
14		Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
15		Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work,	

		applicable laws, etc.	
16		Confirmed that all terms and conditions of the tender are acceptable in totality	
17		Confirm that the prices are quoted as per clause 13.0 of ITB.	
18		Bidder's name and address	
19		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
20		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
21		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
22		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
23		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Annexure-Z	
24		Confirm that bidder has understood Preamble to Schedule of Rates and Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
26		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
27		SOR has been signed & filled up as quoted exactly in the same format of RFQ	
29		All items of each SOR has been quoted	

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

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

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

(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To
Brahmaputra Cracker and Polymer Limited
Lepetkata , Dibrugarh-786006

Dear Sir,

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

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

....."name of job/supply) ,
M/s.....(Name of the Bank with address) confirms availability of line of credit to M/s.....(Name of the bidder) for at least an amount of Rs.....Lakh.

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

Yours truly

For.....

Authorized signatory)
Name of the signatory
Designation

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

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

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

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

Dear Madam/ Sir,

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

Thanking You,
 Yours truly,

(Signature of vendor/contractor)

Name: _____

Address: _____

Encl: Cancelled Cheque

CERTIFICATE FROM BANK

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

(Signature with Seal of Bank)

Branch Manager/ Authorized Signatory

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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:

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

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

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

2.0 LOCATION:

Refer SCC-Part B

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

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

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

5.0 TERMS OF PAYMENT:

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

6.0 EARNEST MONEY:

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

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

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

7.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

The Quoted rates should be inclusive of all taxes & duties applicable during the contract period except Service Tax and Education Cess thereon. Service Tax and Cess thereon shall be paid extra if applicable on submission of documentary evidence/invoice(s).

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @7.5% of Annualized Contract Value excluding taxes & duties has to be deposited within 30 (Thirty) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.
- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.

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

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

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

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

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

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

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

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

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

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

12.0 MEASUREMENT OF WORK:

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

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

13.0 DEFECT LIABILITY PERIOD:

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

14.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools and,

14.2 Tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies

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

23.0 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 10 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of RS. 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Deputy General Manager(C&P), BCPL, DIBRUGARH, ASSAM.

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

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

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

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

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.0 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

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

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

- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 31.20 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 31.22 All types of transport connected with the work shall be in the scope of the contractor.
- 31.23 Suitable site office space may be provided by BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 31.25 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.

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

32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

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

33.0 ARBITRATION CLAUSE:

33.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.

33.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.

33.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

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

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

33.6 The venue of arbitration shall be Guwahati.

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

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

34.0 JURISDICTION:

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

35.0 PRICE PREFERENCE:

Price Preference to Central/State Government/Public Sector Enterprises (PSEs), Public Sector Construction and Services Enterprises or joint ventures with PSEs shall be applicable as per directives of Government of India.

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

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

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/ DOCUMENTARY EVIDENCES

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

38 SUB LETTING OF WORK:

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

SPECIAL CONDITIONS OF CONTRACT –PART B

SPECIAL CONDITIONS OF CONTRACT

&

SCOPE OF WORK

SPECIAL CONDITIONS OF CONTRACT –PART B

Annexure: IX

SPECIAL CONDITION OF CONTRACT,

Fire & Safety Support Contract for BCPL LAKWA.

1. GENERAL

- 1.1 Special condition of contract shall be read in conjunction with the general condition of contract, specification of work, drawing & any other document forming part of this contract wherever the contract so requires.
- 1.2 Wherever it is mentioned in the specification that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that CONTRACTOR shall do at his own cost & contract price and shall be deemed to have included cost of such performance and provision, so mentioned.
- 1.3 The bidder shall be directly responsible for any disputes arising between him and his employees and Brahmaputra Cracker and Polymer Limited shall be indemnified against all losses, damages or claims arising thereof.
- 1.5 The bidder shall indemnify the owner against all loss or damages or liability arising out of or in the course of his employing persons or out of his relations within his employees.
- 1.6 In case of any contradiction, the decision of Engineer-in-charge would be final and binding on bidder.
- 1.03 In general the scope of job shall be as per the job details given in SCOPE OF WORK and SCHEDULE OF RATES. However details specification of jobs shall be as per details given in this contract under scope of work and as per standard Engineering practice and relevant codes applicable in Hydrocarbon Processing Plant / Battery Limit Area / plant.
- 1.04. Brahmaputra Cracker and Polymer Limited reserves the right to reject any one or all the personnel employed by bidder on the basis of their performance, conduct and / or discipline.

1 A. SITE INFORMATION:

- 1A.1 It is understood that before quoting the rates, the contractor has visited the work sites and has acquainted himself fully with nature and quantum of job to be carried out by him.
- 1A.2 Construction and commissioning of plant by Brahmaputra Cracker and Polymer Limited is going on at Lakwa. Support services of Fire & Safety shall be carried out from maintenance bases namely, Lakwa unit, and Pipeline up to Lepetkata,. Employees of contractor may require to visit for work purpose if it is desired of.

Ignorance of Scope of work and sites will not be considered after award of work. The contractor will be responsible to complete the entire jobs in all respect as per Scope of Work and Schedule of Rate and any other work necessary to complete the job though specifically not covered in Scope of Work.

2. WORKSITE DETAIL

- 2.1 The scope of work mainly consists of job of Fire Prevention, Protection and Fire Fighting and maintenance of Fire Fighting facilities installed as per the detail list given as per the respective scope of work.

PART - A Lakwa: Contractor person may also work in Lalmati & Lakwa if required.

PART - B Pipeline: Contractor person may also work in pipeline locations if required.

The contractor has to engage necessary resources to provide semi-skilled / skilled expert fire man services.

The maintenance of the system is to be carried out throughout entire contract period. For providing services as above at different locations / work sites of Brahmaputra Cracker and Polymer Limited.

The quantity of Extinguishers / other equipments mentioned in the scope of work are purely indicative for an idea of work and the contractor shall have to maintain any / all the equipments given to them within the scope of service to the satisfaction of Engineer – in - Charge.

- 2.2 The quantity of Extinguishers / other equipments mentioned in the scope of work are purely indicative for an idea of work and the contractor shall have to maintain any/all the equipments given to them within the scope of service to the satisfaction of Engineer – in - Charge.
- 2.3 Fire & Safety System Provided are as per the equipment list. The list is not exhaustive, only indicative.

3.0 DUTIES & RESPONSIBILITY OF CONTRACTOR :

- 3.1 The contractor has to observe fire & safety rules of BRAHMAPUTRA CRACKER AND POLYMER LIMITED.
- 3.2 The resources deployed by the contractor should be substantiated by necessary proofs / documentary evidence regarding the Trade exercise and physical standards to the satisfaction of the EIC.
- 3.3 Contractor should arrange to provide proper Identification Card for his Employees to be deputed by him for the work duly issued by the BRAHMAPUTRA CRACKER AND POLYMER LIMITED's Security Section. The contractor is supposed to complete all the necessary formalities of the Security Department BCPL like furnishing of Police verification, signed Photo ID, etc at his own cost.
- 3.4 Contractor has to depute a responsible representative / supervisor for all the worksites for 365 days in a year to review and substantiate the statutory compliance of PF, ESI, Service Tax as applicable and payments to workers etc.
- 3.5 All the persons deployed by the CONTRACTOR for carrying-out services under SoR, Scope of work shall be on his established pay roll and be paid by him and the COMPANY has no liability whatsoever in this regard. The CONTRACTOR shall make regular and full payment of wages & salaries to the persons engaged by him as required under relevant Labour laws within 7th of the subsequent month and submit one copy of the Bank statement / payment sheet / register to the COMPANY as a documentary evidence thereof for its record.
- 3.6 All persons of the CONTRACTOR entering on work premises shall be well behaved, properly and neatly dressed, Industrial Safety Helmet and Industrial Safety Shoes, clean shaved and shall wear badges while working on premises of the COMPANY involving worksite.
- 3.7 Contractor shall be responsible for proper uniform, and safety shoes for the personnel deputed while on duty. Personnel deputed including supervisor shall wear cotton uniform etc. as per the pattern approved by the Engineer – in - Charge. Each personnel deputed shall be provided with the items prior to their deputing :

- i. Two sets of Cotton wear, Shirts and Trousers each year,
- ii. One set of Dangri / overall each year
- iii. Leather Belt with Metal Buckle bearing Sign for Fire Services, and Lanyard three sets in each year,
- iv. One set of Raincoat, (jacket and trousers type), Once in a year,
- v. One pair of Gum Boot Once in a year,
- vi. One pair of Industrial Safety Shoe each year. The Industrial Safety Shoe shall have BIS marked / DGMS Approved or having other equivalent international approval, as approved by Engineer – in - Charge.

If the contractor does not provide the Kits Liveries and other required Personal Protective Equipments, Brahmaputra Cracker and Polymer Limited reserves the right to provide the required Kits Liveries and other required Personal Protective Equipments, with deduction of the actual purchase cost and additional fifty percent as penalty at cost of purchasing.

The safety shoe shall have guarantee of minimum one year, however in case of damage to the shoe replacement to be done at the cost of the contractor. The cost of uniform and shoes to be borne by the contractor and not to be deducted from the wages /salary / remuneration of the personnel deputed. A register in respect of issue of Personal Protective Equipment to the personnel of contractor deputed at BCPL to be mentioned as per statutory / EIC's verification purpose.

- 3.8** In case the COMPANY considers presence of any of the persons of the CONTRACTOR undesirable for whatever reasons including integrity, conduct, competence, 24 hours notice in writing will be given by the COMPANY to the CONTRACTOR and such persons shall be necessarily removed from site by the CONTRACTOR on receipt of said notice. Such a person will not be re-employed without the express and written authorisation of Engineer-in-charge of the COMPANY. Suitable replacement/arrangement to be made by the contractor to ensure uninterrupted services under above circumstances as per the instructions of the Company representative.
- 3.9** The CONTRACTOR shall ensure that all persons are provided with the protective cotton clothing like the helmets, safety shoes, etc. and all the safety equipments required as per the nature of hazard in the task / order entrusted by the Engineer in-charge / Shift in-charge Fire & Safety as may be required from safety and security point of view and all his persons shall follow instructions issued by the company, from time to time.
- 3.10** During the currency of job, if the work progress does not commensurate with the time elapsed in respect of any person / persons engaged, the CONTRACTOR shall be liable to pay the COMPANY compensation as may be considered reasonable.
- 3.11** The CONTRACTOR shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipments, fittings, and fixtures as may be caused directly or indirectly by the persons engaged through him/work carried out by them.
- 3.12** It shall be the sole liability of the Contractor (including Contracting firm / Company) to obtain and to abide by all the necessary Licenses / permissions from the concerned Authorities as provided under the various Labour Legislations including the labour License obtained as per the Provisions on the Contract Labour(Regulations & abolition) Act , 1970.
- 3.13** The Contractor shall discharge Obligations as provided under various applicable statutory enactments including the
 - Employees Provident Fund & Miscellaneous Provisions Act,1952, the
 - Employees State Insurance(ESI) Act 1948,
 - The contract Labour(Regulation and Abolition) Act,1970, the
 - Interstate migrant workmen (Regulation of employment & Conditions of Service) Act,1979,

- The minimum wages Act, 1948,
 - The payment of wages Act, 1936,
 - The workmen's compensation Act, 1923
 - Other relevant acts, Rules and Regulations enforced from time to time.
- 3.14** The contractor shall be responsible for required contributions towards Provident Fund, pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to BRAHMAPUTRA CRACKER AND POLYMER LIMITED and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employee's and employer's contributions. The contractor shall also be responsible to pay any administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of BRAHMAPUTRA CRACKER AND POLYMER LIMITED.
- 3.15** The contractor shall regularly submit all relevant records / documents to BRAHMAPUTRA CRACKER AND POLYMER LIMITED representative for verification and upon such satisfaction only; BRAHMAPUTRA CRACKER AND POLYMER LIMITED will allow the reimbursement of the amounts paid.
- 3.16** The contractor shall be solely responsible for the payment of wages, bonus (as per payment of bonus act), and other dues to the personnel deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible and indemnify the company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him. Proof of disbursement of payment to be submitted along with the monthly bills.
- 3.17** The contractor shall indemnify the company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him. Indemnity bond equivalent to the contract value to be submitted as per BCPL Proforma.
- 3.18** The contractor shall ensure regular effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- 3.19** The period of contract shall be for a period of twelve (12) months from the date of issue of letter of intent & may be renewable further period for six months on the same rates, terms & conditions. The contractor has to provide requisite services within fifteen days after issuance of letter of intent.
- 3.20** If any part of equipment or any equipment is damaged by contractor or his men, the documented purchase cost of the same and additional fifty percent shall be recovered from the contractor depending upon the values appearing in BRAHMAPUTRA CRACKER AND POLYMER LIMITED records book.
- 3.21** During the contract period, at any point of time, duties assigned to the contractor or his men is not fulfilled, contractor is liable to pay penalty as decided by Shift in-charge, Fire & Safety / Engineer in-charge / Office in-Charge against the non-fulfilment of Job.
- 3.22** The CONTRACTOR and his resources have to be familiar to work in the Fertiliser / Hydrocarbon / LPG / Petrochemicals / Chemical industry or Refinery.
- 3.23** Before deployment of his resources the contractor has to fully satisfy the Engineer in-charge / Office in-Charge of the work Centre regarding his capabilities of effectively executing the assigned jobs and maintenance of F&S System at the plant. Contractor has to arrange training for personnel deputed and arrange demonstration by personnel deputed.
- 3.24** The rates agreed to here-in shall remain fixed till the expiry of the contract and the Contractor shall not be entitled to any increase or revision or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any understanding or assurance given or alleged to have been by any employee of the company or due to Contractor's own ignorance or on account of any difficulties or hardships faced by him.
- 3.25** All the personnel deputed shall be in contact through mobile phone with the Engineer- in – Charge, control room while on / off the duty and while journey to another premises, pipeline

location. Mobile numbers of all the personnel deputed to be informed to EIC prior to their engaging in job.

3.26 All the personnel deputed shall undergo a medical check up from a recognised hospital as per the scope of work, initially at the start of the contract prior to depute personnel at work. Medical Check-up for the personnel deputed is in the scope of the contractor, contractor has to bear the entire cost and no amount to be deducted from the wages / salaries of the personnel deputed. Afterwards medical check-up shall be carried out at least once in six months / As per Assam Factory Rules. Reports in this regard to be submitted to Engineer in-charge before deploying at site. Medical check-up and related administrative cost is in the scope of the contractor. If the contractor fails to carry out medical check-up as required, Brahmaputra Cracker and Polymer Limited reserves the right to carry out the medical check-up and deduct the documented cost and additional fifty per cent from the bill of the contractor.

3.27 Supervisor has to make roaster for shift duty and other duty of the personnel deputed at the beginning of each month in such a way that normally :

- No person shall perform shift night to morning in continuation
- There is at least one weekly off in seven days,

3.28 General guidelines for all worksite:

The persons deployed for Shift Duty \ should report at least fifteen minutes before in the Fire Station, of that particular location. Duty period for shift and General Shift shall be notified from time to time.

- a) The persons deployed for services under all SoR Items on duty to keep strict vigilance against outbreak of fire and to check the availability/serviceability of first-aid fire fighting equipment and fixed fire protection installations.
- b) The persons deployed for services under all SoR Items on duty to use fire fighting equipment and operate fixed installations in case of actual fire or during exercise and demonstrations etc. independently and/or under command of Engineer in-Charge.
- c) The persons deployed for services under all SoR Items on duty to assist the Shift in charge control / O&M staff for conducting the evacuation as per the instructions/directions of Fire-cum -Safety Officer. The persons deployed must be physically fit for carrying out minor rescue operations in case of fire or any other emergency/exercise.
- d) The substitute for weekly off days / leave shall be provided by the contractor without any extra cost.
- e) The persons deployed for services under all SoR Items should be well conversant with fire fighting, fire alarm system, fire-extinguishing system, fire hydrant system. Further, the persons deployed by the contractor should have proper knowledge of the fire fighting system, layout of water piping, water flows, Hydrocarbon Pipelines, fire protection system, fire alarm system, fire-extinguishing system, fire hydrant system.
- f) The persons deployed shall be well aware of the hazards of fire, Hydrocarbon, flammable gases, water at pressure and electricity and necessary precautions he has to take while on equipments as and when required job. He has to be safety conscious all the time and shall not take any chance to work on LIVE LINE / CIRCUIT under any circumstances.
- g) The persons deployed must have sufficient knowledge about the first-aid requirements when somebody gets burns, electrical shock. He must know all steps of shock treatment. He must be well conversant with the ways and means to fight all type of fire and should be able to use the fire fighting extinguishers and other equipments as and when required.
- h) Contractor has to assist in carrying out any other work such as refilling of cylinders etc. Contractor has to monitor and supervise the preventive/ breakdown and any other work being carried out for fire fighting system by any other agency and keep the record and follow-up for the same, in case of breakdown or malfunctioning of any of the system / equipment, the matter is to be immediately conveyed to EIC and corrective action / work has to be carried out as advised.

- 3.29** The persons deployed for services under all SoR Items shall undergo on job training cum familiarization program of at respective BRAHMAPUTRA CRACKER AND POLYMER LIMITED locations for minimum period fifteen days to ascertain the competence and performance. The persons deployed for services under training shall not be considered for payment / personnel deputed for execution of job.
- 3.30** RECORDS: The contractor shall keep daily record of installed equipments. Inventory / materials and housekeeping of items/ equipments and store, and shall ensure that daily log report of all the works / jobs carried out and the performance / inspection reports by the persons deployed for the purpose of this contract is maintained at office premises of each unit. A monthly report of all the works / jobs carried out (preventive and breakdown maintenance jobs carried out etc) during the month should be submitted along with the monthly bills.
- 3.31 Criteria, Educational Qualification and Physical Standards for all Personnel:-** The persons deployed for services under all SoR Items shall have physical standards as per the respective Scope of Work. The Contractor shall be held responsible for any suppression of facts and liable for forfeiting of guarantee money and cancellation of contract.).
- 3.32** The contractor shall abide by the following Labour Laws and maintain following registers as per the contract labour (Regulation and abolition) Act, 1970 and subsequent amendments: -
- (a) Register of workmen as per form XIII of Rule 75.
 - (b) Employment cards as per form XIV or Rule 76.
 - (c) Muster Roll register as per form XVI of Rule 78.
 - (d) Register of Wages as per form XVII of Rule 78.
 - (e) Respective forms of Assam Factories Rules 1950.
- Note: Any other register/records required by labour authorities from time to time, shall also be maintained by the contractor.
- 3.33** The total working hours for the personnel deployed under the contract by the Contractor would generally be as per the Government norms except during emergency requirements and any anomalies arising out of the working hours of the personnel will be wholly within the purview of the contractor alone. No payment towards overtime, due to extra work when required or any other allowance will be paid by BRAHMAPUTRA CRACKER AND POLYMER LIMITED.
- 3.34** The contractor will be fully responsible for any accidental Injury, disability due to injury and or Death or consequential loss to the contractual worker of the company while in the service of this Establishment.
- 3.35** The contractor shall cover all the workers /personnel under this contract under following Insurance Scheme from a Nationalised Insurance Company / ECIS as applicable, and submit documentary proof of the same to this office. In case the contractor fails to obtain the same, Brahmaputra Cracker and Polymer Limited reserves the right to obtain the Insurance Policy and deduct the 150% amount from the bill of the contractor.
- Group Accident & Death Insurance on the job and off the job.
 - Employee Compensation Insurance,
 - ESI / Equivalent Mediclaim Insurance for the contract employee, wife and two children.
- 3.36** The contractor shall cover all the workers/personnel under this contract under Employee State Insurance and submit documentary proof of the same to this office. In case of non-availability of Employee State Insurance, alternate equivalent Medical Insurance Policy from a Nationalised Insurance Company to be obtained for coverage of all deputed personnel in the entire contract period. In case the contractor fails to obtain the same, Brahmaputra Cracker and Polymer

- Limited reserves the right to obtain the Medical Insurance Policy and deduct the 150% amount for medical insurance from the bill of the contractor.
- 3.37** The Contract shall not handle any equipments or utilities that are not identified for the use by his personnel. Any damage arising out of violation thereon either directly or indirectly will be liability of the Contractor.
- 3.38** All Major and Minor Fire Fighting Equipments entrusted to the Contractor shall be his responsibility and damage / loss caused due to mishandling; the liability shall be the Contractor. 1.5 times of the documented purchase cost of the item shall be recovered from the bill of the contractor.
- 3.39** The contractor shall ensure complete Fire Protection of all BRAHMAPUTRA CRACKER AND POLYMER LIMITED's property and safeguard the employees from Fire incident by providing properly trained personnel.
- 3.40** The Contractor shall ensure execution of the work as per Scope of Work & submit documentary evidence.
- 3.41** Proof of Experimental and Establishment reserves the right to reject any person/persons deployed or proposed to the deployed by the Contractor without assigning any reasons.
- 3.42** The Contractor shall ensure that photo identity cards issued as work permits are deposited with the Contractor Supervisor whenever personnel under his contract are leaving service-leave/resign.
- 3.43** The contractor shall ensure full discipline of all personnel deployed by him at all times and ensure that his personnel are not intoxicated while on duty and they display their identity cards at all times during duty.
- 3.44** The Contractor shall ensure that his personnel are not involved in Trade Union activities inside or outside at any time during their deployment with various premises of Brahmaputra Cracker and Polymer Limited, at Lakwa and Pipeline up to Lepetkata.
- 3.45** The contractor shall be responsible to change personnel within 24 hours on demand by the EIC, BRAHMAPUTRA CRACKER AND POLYMER LIMITED for acts committed like
- (a) Violation of Security and safety regulations.
 - (b) Sleeping while on duty.
 - (c) Any negligence in performance of duty.
 - (d) Drunkenness and or Disobedience.
 - (e) Theft / dishonesty.
 - (f) Lack of efficiency,
 - (g) Any other Activities detrimental to the safety and interest of Brahmaputra Cracker and Polymer Limited.
- 3.46** The Contractor at the time of signing of contract shall submit an Affidavit duly Notarized with the following indemnifying BRAHMAPUTRA CRACKER AND POLYMER LIMITED:
- (a) During work, in case of accidental Injury, Disability due to injury and or Death to the contractual worker of the company while in the service of this establishment, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not be held responsible, Medical expenditure and or any Compensation to be given to the injured / disable / deceased shall be borne by the contractor.
 - (b) All contractual service personnel shall be covered under ESI and accident Insurance.
 - (c) For change of ownership of the company or addition of a working partner, the contractor shall intimate BRAHMAPUTRA CRACKER AND POLYMER LIMITED at least one month in advance before change of ownership or addition of partner.

4.0 JURISDICTION & ARBITRATION

- 4.1 All disputes and difference arising between the CONTRACTOR and the COMPANY (the settlement or adjustment of which is not here-in before provided) as to interpretation of any provisions of this agreement of the rights and obligations of the respective parties hereto or with any other matter of things concerning or arising out of this agreement shall be referred to sole arbitrator who shall be “The General Manager of the Company”, and on the parties and this shall in all respects, be deemed and constructed as reference to arbitration within and meaning of Indian Arbitration & conciliation Act,1996 and the provisions of the said act of any statutory modifications or re-enactment thereof for the time-being in force shall apply to such reference and the decision of the sole arbitrator shall be final and binding on both the parties.
- 4.2 All other shall be applicable as in the General Condition of Contract and the venue shall be New Delhi.

5.0 INDEMNITY AGREEMENT:

Contractor agrees to protect, defend, indemnify and hold BRAHMAPUTRA CRACKER AND POLYMER LIMITED harmless from and against all claims, demands and causes of action, liabilities, expenses costs, lines, rights in term and judgment of every kind and character without limit which may arise in favour of Contractor’s Employees, agents, subordinates or their employees or third parties on account of bodily injury or death or damage to personal property as a result of the operation contemplated hereby, regardless of whether said claims, demands or causes of actions out of the negligence or otherwise in whole or in part, un-seaworthiness or other fault, including pre-existent conditions or commission its Contractor (Other than Contractor) Sub-contractor, Partners, Joint ventures, employees or agents. BRAHMAPUTRA CRACKER AND POLYMER LIMITED agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims suits, demands and cause of action liabilities, expenses, costs, lines, rights in term and judgment of every kind and character without limit, which may arise in favour of commission, its Employees Agents, Contractors, (other than contractor) and sub-contractors or their employees on account of bodily injury, death or damage to personal property as a result of the operations contemplate hereby and caused by any act of BRAHMAPUTRA CRACKER AND POLYMER LIMITED unless the said claimed demands or causes or action rise out of negligent of otherwise in whole or in part or other fault, including pre-existing conditions of Contractor, its Sub-Contractor Partners, Joint ventures, Employees or Agents.

FORCE MAJEURE

- 6.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under this agreement, the relative obligation of the party affected by such force majeure shall after notice under this clause, be suspended for the period during which such cause lasts. The term “force majeure” as employed herein shall mean:
- (a) War / Hostilities
 - (b) Riot / or Civil Commotion
 - (c) Earthquake, flood tempest, lightening or other natural physical disaster.
 - (d) Restrictions imposed by Govt. or other statutory bodies which prevent or delays execution of contract by contractor.
- 6.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty four (24) hours of the alleged beginning and ending thereof giving full

- particulars and satisfactory evidences in support of its claim to establish that Force Majeure actually existed, for acceptance by BRAHMAPUTRA CRACKER AND POLYMER LIMITED. BRAHMAPUTRA CRACKER AND POLYMER LIMITED's decision in this regard shall be final & binding on the contractor.
- 6.3 In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have the option of terminating the contract agreement by giving seven (7) days notice thereof to the contractor. If this agreement is so terminated, both parties shall pay to the other party the amount payable up to the date of occurrence of such force majeure.

7.0 SIGNING OF CONTRACT AGREEMENT

- 7.1 Successful bidder will execute an Agreement on a non-judicial stamp paper of the requisite value (as per the stamp act) at its own cost within a period of 07 days from the date of the issue of letter of intent/work order.
- 7.2 The contractor shall keep BRAHMAPUTRA CRACKER AND POLYMER LIMITED harmless and indemnified against any claim, demand, actions, suits, proceedings and judgments for all liabilities, costs, losses, damages or expenses incidental to or in connection herewith which may be made or brought out against BRAHMAPUTRA CRACKER AND POLYMER LIMITED whether by the contractor or its employee(s), agents, successor(s) or assigns or by the third party or any person for the discharge of its obligations under the contract and further defend BRAHMAPUTRA CRACKER AND POLYMER LIMITED from any litigation involving BRAHMAPUTRA CRACKER AND POLYMER LIMITED from any party including Central or State Government, under the contract.

8.0 PERIOD OF CONTRACT AND CONTRACT VALUE:

- 8.1 The contract will be initially for a period of twelve months (12 months) and can be further extended by six months at the same rate terms and conditions. During the currency / progress of the contract at any point of time, if the contractor performance is not found satisfactory enforcing termination Clause can terminate the contract.
- 8.2 The value of contract shall be in accordance with the schedule of rate and schedule of quantities. However, actual work may vary depending upon the requirement by Engineer In-Charge or site In-charge. Minimum value of work is not guaranteed.

9.0 MATERIAL & SPARES

BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall supply all material, spares, consumables electricity and water free of cost to carry out the services as per the scope of work. Kits and liveries, Personal Protective Equipments for the personnel deputed for the maintenance of fire fighting and fire protection equipment, to be provided by the contractor. For providing Kits and liveries, Personal Protective Equipments for the personnel deputed no amount to be deducted from the payment of the deputed personnel.

10.0 ALTERATION IN WORK SCHEDULE

If any time after commencement of work, BRAHMAPUTRA CRACKER AND POLYMER LIMITED for any reason whatsoever does not require the whole or part thereof as specified in the tender document to be carried out, the Engineer in-Charge of the work centre shall give notice in

writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantages which he might have derived from the execution of work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Contractor shall not have any claim for compensation by any reason of any alterations having been made in the original specifications, and instructions, which shall involve any curtailment of the work, originally contemplated.

11.0 SUBLETTING & ASSIGNMENT:

The contractor shall not without previous consent in writing of BRAHMAPUTRA CRACKER AND POLYMER LIMITED, sublet, transfer or assign the contract or any part thereof or interest therein benefit or advantages thereof in any manner whatsoever to any other party. Any such assignment/subletting shall not absolve the contractor from all or any obligations duties and responsibilities under the contract. In case of subletting without permission, the contract can be terminated forthwith.

12.0 TERMINATION

- (a). Notwithstanding anything contained elsewhere, the BRAHMAPUTRA CRACKER AND POLYMER LIMITED may at any time at its option terminate the contract after giving 15 days notice in writing to the contractor without assigning any reasons upon such termination the BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have the right to remove the contractors material from the work site and contractor shall be paid price of work satisfactorily completed till then, in accordance with the provision of contract.
- (b). Termination for unsatisfactory performances: If BRAHMAPUTRA CRACKER AND POLYMER LIMITED considers that performances of the contract are unsatisfactory or not upto the expected standard, the BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall notify the contractor in writing and may specify in details the cause of its dissatisfaction. The BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have the option to terminate this agreement if the contractor fails to comply with the requisition contained therein the said written notice issued by the BRAHMAPUTRA CRACKER AND POLYMER LIMITED to the contractor within 10 days of the receipt thereof by the contractor.

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.

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, BRAHMAPUTRA CRACKER AND POLYMER LIMITED 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 BRAHMAPUTRA CRACKER AND POLYMER LIMITED under the contract such as forfeiture of Security Deposit, withholding of payments etc.

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

Further, such contractor/bidder shall be blacklisted for future business with BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

All Tax Invoice are to be addressed to Paying Authority ie., In-charge (F&A), BRAHMAPUTRA CRACKER AND POLYMER LIMITED India Limited, Sheelanagar, Visakhapatnam – 530 012.

13.0 CONTRACTOR PERFORMANCE GUARANTEE/ SECURITY DEPOSIT / DEFECT LIABILITY PERIOD, ABNORMALLY HIGH UNIT RATE ITEM

13.1 Contract or Performance Guarantee:

The contractor has to furnish CPG / Security Deposit in acceptable format to BRAHMAPUTRA CRACKER AND POLYMER LIMITED for 10% of contract value within 15 days from the award of contract as per the GCC Clause No-24

13.2 Security Deposit:

The contractor shall furnish to the EMPLOYER within 15 days from the date of notification of award a Security deposit is to be furnished for accepted value of the tender or the actual value of work to be done which is applicable due to any additional work or any other reasons, in the form of Bank draft/Bankers' cheque or Bank guarantee or irrevocable letter of credit as contract performance security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD as mentioned below:

i) Procurement of works and services up to an individual order/contract value up to Rs.2.0 lakhs (exclusive of taxes and duties)	NIL
ii) Procurement of works and services where individual order/contract value is more than Rs.2.0 Lakhs (exclusive of taxes and duties).	07.5% of the one years contract value

The Security deposit shall be released on successful completion of contract and defect liability period.

SSI unites registered with the NSIC, under its Single Point Registration Scheme shall be exempted from submission of Security deposit / Contract Performance Guarantee to the Monetary Limit for which the unit is registered.

13.3 Defect Liability Period:

Defect Liability Period shall be six months from the date of completion of entire contract. The Security Deposit shall be released after successful completion of Contract Period and Defect Liability Period.

13.4 Abnormally High unit Rate Items:

“In items rate contract where the quoted rates for the items executed 50% of the owners/ estimated rates, such items will be considered as abnormally high rates items and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

1. Rates as per SOR, quoted by the contractor.
2. Rate of the item, which shall be derived as follows:
 - a. Based on rates of machine and labour 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 labour plus 15% to cover contractor's supervision profit, overheads & other expenses.

14.0 INCORPORATION CLAUSE

BRAHMAPUTRA CRACKER AND POLYMER LIMITED can incorporate any condition later on also, which is not envisaged herein at the time of agreement, and can be of sole interest/ advantage to BRAHMAPUTRA CRACKER AND POLYMER LIMITED. Interpretation of terms and conditions of this document as confirmed by BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall be final and binding on the contractor.

15.0 TERMS OF PAYMENT

(a) Bill in triplicate will be submitted every month to the Engineer in charge at Brahmaputra Cracker & Polymer Limited, Lepetkata, for verification, certification & onward transmission to finance department for release of payment. Bills are required to send in an envelope mentioning the following information on the top :

- i) Invoice Number,
- ii) Work Order Number of BCPL,
- iii) Date of Invoice,
- iv) Service Provided to the Department and Location,
- v) Brief Description,

Those bills shall be submitted as per SOR along with the documents as applicable :

- i. Provident Fund Contribution deposit certificate,
- ii. ECR Mandate for Provident Fund,
- iii. ESI Payment deposit certificate, / Equivalent medical Insurance document.
- iv. Employee Compensation Insurance.
- v. Documentary evidence for payment deputed personnel for previous month, Bank Statement for release of payment etc.
- vi. Any other statutory payment bonus etc, to the personnel deputed for any particular month.
- vii. Proof of service tax remittance.

No advance payment in any form will be made even against supply of materials. The monthly payment shall be released only after a satisfactory completion of work as per terms and conditions of agreement. Payment shall be released with necessary recoveries within thirty (30) days from the date of receipt of bills through cheque.. For this the bidders are requested to give their account details in any of the nationalised banks.

(b) No deviation of payment terms as per tender document shall be acceptable.

(c) The contractor has to bear the **Tax liabilities under Income Tax Act 1961**, amended from time to time in respect of himself and his employees.

16.0 SCHEDULE OF RATES

- a) The contractor shall quote as per Schedule of Rate attached herewith the Locations- Lepetkata, Duliajan. The rates shall be firm & composite. The Contractor shall quote for monthly rates including taxes and other charges for carrying out the operation & maintenance activities. The schedule of rate shall be read in conjunction with special conditions of contract, general conditions of contract & any other documents forming part of this contract. The quantities shown against the various items are only approximate & subject to any variations as per the stipulations made in general condition of contract.
- b) The owner reserve the right to interpolate or extrapolate the rates for any new items of work not covered in the schedule of rate from the similar items already available in SOR. All the works

- shall be measured upon completion & paid for contracted rates. In case any activity especially not covered in SOR description but same is not covered under the scope of work/ specification, no extra claim on this account shall be entertained.
- c) The value of work under this contract shall be as per quantities mentioned in the SOR. Actual work may vary to any extent plus or minus to the attached quantities. The value of work will be as mentioned in the SOR, and shall remain firm during the entire period of the contract.
 - d) The contract price shall be arrived at by considering the jobs description as per the SOR, Scope of Work and Special Condition of Contract. The rate quoted by the bidder. even in the event of variation of the contract value arising from non execution of certain SOR items, the unit rate as quoted by the bidder shall remain the same and no revision in rates whatsoever will be applicable during the present tenure of contract or extension thereof.
 - e) The rate quoted by the bidder shall remain firm throughout the period of the contract. The unit quoted shall include all expenditure envisaged by the bidder. Schedule of rates shall be deemed to include and cover all cost, expenses, liabilities taxes and duties including work contract tax (except service tax) of every description and all risk of every kind to be taken in executing and completing the work.
- 4.4 The quoted rates shall be deemed to be inclusive of all taxes, duties, octroi, levies, works contract tax, bonuses, statutory payments etc. as applicable till the completion of the contract and the contractor shall not be eligible for any compensation on this account during the entire period of contract. However, for service tax, the bidder has to quote the percentage (%) of service tax at the applicable rate categorically specifying the same in the SOR (schedule of rates) other wise it shall be presumed and deemed that service tax is nil and, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not reimburse the portion of service tax for this entire contract period.

The Rates quoted in SOR shall include all the Taxes(except service tax and education cess). THE RATES QUOTED BY CONTRACTOR SHALL BE IN ACCORDANCE WITH SOR SHALL BE INCLUSIVE OF ALL TAXES, DUTIES (EXCEPT SERVICE TAX- PAYABLE EXTRA AT ACTUAL BY BRAHMAPUTRA CRACKER AND POLYMER LIMITED)

16.1 Service Tax

The quoted rates shall be inclusive of all taxes and duties applicable during the contract period except for Service Tax & Education cess thereon. Service Tax & cess thereon shall be paid extra, if applicable, **on submission of documentary Evidence/Invoice(s).**

The Bidder shall indicate in the bid the Service Tax Registration Number and in case the service tax Registration Number is not available, the bidder will give confirmation for obtaining Registration with a copy of application for registration.

The contractor liable to pay Service Tax for the work/ services rendered to BRAHMAPUTRA CRACKER AND POLYMER LIMITED, shall specifically mention the Service Tax Registration Number in their invoices. Further, the amount and rate of Service Tax shall be separately and distinctly specified in the invoice.

For payment of Service Tax, serially numbered Invoice/ Bill shall be issued by service provider and should also specify the following:

- (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 8: value of taxable service provided and;
- (iv) The service tax payable on such services.

The above details are required to enable BRAHMAPUTRA CRACKER AND POLYMER LIMITED to avail CENVAT credit for the service tax payments.

The bidder shall quote separately the PRESENT APPLICABLE RATE OF SERVICE TAX PAYABLE if any otherwise it shall be deemed presumed that the quoted rates are also inclusive of Service Tax & bid shall be evaluated accordingly and in such case Service tax should be born by service provider only if applicable during execution of contract. Service Tax & cess thereon shall be paid extra, if applicable, on submission of documentary evidence/invoice(s)

Incase of any statutory variation in Service tax during the currency of the contract, the contractor shall submit a copy of Government notification to evidence the rate as applicable on the date of submission of bid and on the date of revision. Claim for payment of service tax/statutory variation in service tax, should be raised within two (2) months from the date of issue of Government Notification for payment of differential service tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

17.0 TAXES & DUTIES

- (a) The BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not be liable to pay or reimburse any taxes, duties and levies including but not limited to taxes imposed on the income on the contractor and its employees. The contractor shall make all reports and take all action necessary for such payment. BRAHMAPUTRA CRACKER AND POLYMER LIMITED in the event so required by law withhold and pay to the Tax authorities directly any taxes, levies assessed on account of the contractors of operation pursuant to this agreement and contractor shall indemnify BRAHMAPUTRA CRACKER AND POLYMER LIMITED against any all liabilities claimed for taxes and statutory payment including interest and penalty which any attributes may impose on the BRAHMAPUTRA CRACKER AND POLYMER LIMITED or on the contractor.
- (b) Charges payable hereunder shall be firm during the period of the contract or any extension thereof and no escalation shall be allowed on any ground whatsoever.
- (c) The contractor shall be liable to pay the entire license fee or any other fees as required by any authorities. The contractor shall observe all statutory laws and rules and regulations. Contractor shall pay to the concerned personnel all the payments due to the personnel deployed by the contractor under this contract. The BRAHMAPUTRA CRACKER AND POLYMER LIMITED has no liabilities whatsoever.

18.0 ACCOMMODATIONS & TRANSPORTATION

The contractor will make his own arrangements for accommodation, food, and transportation etc of the personnel deployed by him at all the worksites (Lakwa and Pipeline upto Lepetkata). In case of requirement of stay / halt at any location at pipeline, contractor has to arrange food and accommodation for deputed personnel.

However, for the Pipeline Maintenance planned activities at pipeline, movement within the premises transportation or vehicle will be provided by Brahmaputra Cracker and Polymer Limited, from the maintenance bases / worksites, for their respective jurisdiction as per the convenience of Brahmaputra Cracker and Polymer Limited, / maintenance schedule.

19.0 PENALTY & PRICE REDUCTION SCHEDULE

Time and service are the essence of this contract. As per the contract, the contractor has to provide right quality of service and right time to the owner. In case the contractor fails to provide the service on any day as per the contract, the **pro-rata penal deduction of twice the day's service charge will be deducted from their proceeds**. However, the aforesaid penalty is in addition to the penalty for delayed work/execution as stated in our Price reduction schedule Clause no- 27 of GCC. There shall be also price reduction with the years of experience for various personnel as per the Scope of Work / Qualification and experience of personnel.

20.0 INSURANCE

The contractor shall provide necessary insurance coverage to his men, material, machinery and equipment. The **Brahmaputra Cracker and Polymer Limited** shall not be liable to any claim for accident/ loss during execution of work. The relevant document shall be submitted before commencement of work.

21.0 MOBILISATION PERIOD

The contractor is required to mobilise within fifteen (15) days from the date of FOI / LOA whichever as earlier at his own cost without any implication to BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

22.0 APPLICABLE CODES AND SPECIFICATIONS:

- a) For the smooth execution of the services contracted out herein it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience and expertise as normally required under the norms followed and also meets the statutory requirements.
- b) The contractor will also be required to take repair work according to the priorities fixed by the EIC from time to time.

23.0 COMPLETION CERTIFICATE & FINAL BILL:-

- a) The Engineer-in-charge shall normally issue to the contractor, the completion certificate within one month after receiving an application thereof from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of the contract documents.
- b) The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared on the basis of the final measurements entered in the measurement book/sheets. The final bill shall be prepared in the prescribed proforma with reference to total work covered by the contract, such bill to be drawn up by applying the applicable rates, specified in the schedule or rates to the relative measured quantities. The final bill shall also include all additional claims of the contractor and will be considered as conclusive.

24.0 FINAL CERTIFICATE:

- a) Within fifteen days of the contractor's application after the expiry of the period of defect liability provided in the contract, the Engineer-in-charge shall issue final certificate to the contractor

certifying that the contractor has performed his obligations in respect of the defect liability period and until, issue of such final certificate, the contractor shall be deemed not to have performed such liabilities notwithstanding issue of the completion certificate or payment of the final bill by BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

25.0 SATUTARY COMPLIANCE UNDER LABOUR & INDUSTRIAL LAW

1. It shall be the sole liability of the Contractor (including the Contracting Firm/Company) to obtain and to abide by all necessary licenses/ permissions from the concerned authorities as provided under the various Labour Legislations
2. The Contractor/Contracting Firm shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund and Miscellaneous Payment Act 1952, Employees State Insurance (ESI) Act, 1948, Contract Labour (Regulations & Abolition) act, 1970, Inter-State Migrant Workmen (Regulation of employment & Conditions of Service) Act, 1979, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employees Compensation Act 2010 (Previously known as Workmen's Compensation Act, 1923), Payment of Bonus Act and any other relevant Acts, Rules & Regulations enforced from time to time. In the area which is not covered under ESI Act, Contractor / Contracting Firm should cover its personnel engaged to execute the work under Employee's Compensation Act, 1923 and obtain equivalent medical insurance.
3. It is made clear that the Contractor shall have a separate PF code number with Regional Provident Fund Commissioner & ESI code allotted by the concerned Authorities & ensure coverage of the persons employed under the Contract. It is also recommended that the contractor should obtain a sub-code under EPFO, Sivsagar and deposit the contributions of the workmen / employees in EPFO Sivsagar. The Contractor/Contracting Firm shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to BRAHMAPUTRA CRACKER AND POLYMER LIMITED and shall deposit these amounts on or before the prescribed dates. Contractor shall submit the proof of depositing the employee's and employer's contributions along with monthly running bill. The documents for proof shall be ECR Mandate, Confirmation Slip, and acknowledgement slip along with the monthly bills.
4. The contractor is responsible for obtaining the labour licence under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Regional Labour Commissioner (Central), Ministry of Labour, Government of India, Dibrugarh.
5. The Contractor should produce necessary EPF & ESIC code before commencement of the work. The Contractor shall also be responsible to pay any administrative/ inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of BRAHMAPUTRA CRACKER AND POLYMER LIMITED. In case of placement of order, the bidder should furnish necessary valid Employees Provident Fund (EPF) registration certificate & ESIC registration certificate in the name of the contractor's firm DULY NOTARIZED BY NOTARY PUBLIC before commencement/mobilization of work/contract.
6. If workmen who are not covered under ESI Act, the contractor should take appropriate Workmen / Employee Compensation Insurance policy and submit the copy to BRAHMAPUTRA CRACKER AND POLYMER LIMITED (India) Limited. NO DEVIATION IS ALLOWED IN THIS REGARD.
7. The Contractor / Contracting Firm shall be solely responsible for the payment of wages and other dues to the persons deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the dispute relating to the dues and employment of personnel deployed by him.

8. The Contractor shall be solely responsible for disbursement / payment of wages and allowance to his personnel / salaries latest by 7th day of the subsequent month that might become applicable under any new act or order of the Government. BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall no liability, whatsoever, in this regard. Disbursement of wages must be witnessed by the principal employer.
9. The contractor shall ensure to obtain Employees Compensation Policy covering the risks of the accident at the workplace and injury sustained out of in course of and out of employment in respect of personnel deployed by the contractor as per Employees Compensation Act 2010 and rules framed there under.
10. If due to any reason whatsoever, BRAHMAPUTRA CRACKER AND POLYMER LIMITED is made liable to meet any obligation to pay the contribution towards PF/ESI or any other statutory payment, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall be at liberty to recover such amount by deducting it from the 'Security Deposit / Contract Performance Security' or from any sum due to the Contractor whether under this Contract or otherwise.
11. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BRAHMAPUTRA CRACKER AND POLYMER LIMITED from such liabilities.
12. 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, BRAHMAPUTRA CRACKER AND POLYMER LIMITED may terminate the contract.
13. The Contractor/Contracting Firm shall indemnify the Company against all charges, dues, claims, losses or damages, if any, caused to it on account of acts of the personnel deployed by him. The contractor shall indemnify Brahmaputra Cracker and Polymer Limited against losses or damages if any, caused to it on accounts of acts of the personnel deployed by him for execution of the contract.
14. The Contractor/Contracting Firm shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
15. The contractor is required to maintain records and registers as required under different laws under clause 3.32 and also any other required under the law.
16. Contractor shall deploy adequate number of qualified and experienced personnel to discharge the contract obligations effectively. If any shortcoming noted then PRS shall be two times the actual rate.
17. The Contractor shall not deploy any person below "eighteen [18] years" of age for executing this contract.
18. The persons to be deployed should be on rolls of the contractor/contracting firm. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorised representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from Brahmaputra Cracker and Polymer Limited under the relevant rules.

19. All statutory provisions are to be paid to the contract employee as per statutory requirement irrespective of the price quoted by the contractor. If the quoted rate is found less than the minimum rate as per statutory requirement then the tender is liable to be rejected.

26.0 WAGE COMPONENT

The contract has to pay following pay components to the person engaged by him Brahmaputra Cracker and Polymer Limited. The format required to be filled up.

<u>Sr.</u>	<u>Wage Component</u>	<u>Rate</u>
1.	Minimum Wage	Minimum wage as notified from time to time by Central Government or State Government whichever is higher.
2.	Provident Fund Contribution including Employee Deposit Linked Insurance (EDLI) & administrative charges	13.61% of wage (The contractor has to ensure deposit of PF contribution @12% at least up to the wages of respective category of workmen as per Government Circular (statutory) for the respective period as applicable from time to time (without exclusion to secure compliance under the provision of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 and the Schemes etc. framed there under).
3.	ESI contribution or Insurance under Employee's Compensation Act 1923. In case ESI is not available equivalent medical insurance required.	4.75% of Minimum Wage in case of ESI is applicable or reimbursement of cost of insurance coverage obtained under Employee's Compensation Act, 1923 up to Rs.10.86 Lacs per contract worker
4.	Bonus	8.33% of Wage (The same may be paid to the contract workers during festival time by the contractor and take reimbursement on submission of proof of payment of bonus).
5.	Death Gratuity	Gratuity will be payable only in cases of death or permanent disablement during the currency of contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefits to family member/s.
6.	Leave wages as per Factories Act/Rules (8 CL, 3 NH, 4 Festival Holidays & 15 Earned Leave)	15.00 % of minimum Wage for working during weekly offs may be made in and compliance to be done in terms of the statutory provisions and same be reflected in Attendance Register and Leave Records by the contractor as per Assam Factories rules,1950 .
7.	Overtime for working extra work.	14% of Minimum Wages as applicable under Factories Act, 1948. Disbursement should be maintained in Overtime Register prescribed in Contract Labour (R&A) Act, 1970.

<u>Sr.</u>	<u>Wage Component</u>	<u>Rate</u>
8.	Safety Kit & Liveries in terms of safety provisions under Factories Act, 1948. Contractor shall be liable to issue PPE's to the personnel engaged as per BIS/ equivalent national / international standard only.	6 % of Minimum Wage. The same shall be reimbursed to the contractor on distribution of safety kit and liveries as per clause 3.7 of Special Condition of Contract and submission of proof of purchase and distribution.

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Scope of work

Scope of Work Item # 1

Supervision overall activities of Fire & Safety Department in shift as a shift I/C at BCPL, Lakwa, with round the clock duty of minimum one Supervisor in each shift for three shifts, as per Scope of Work and Format. Detail of the scope of work is given below-

Supervision of Contract Activities

For providing services for supervising the activities as per the Scope of Work, SoR & SCC.

1.1 The Shift duties of the supervisor shall be:

- i. Responsible for effective execution of contract, record keeping and coordination of various activities to be performed
- ii. The scope of work mainly consists of job of supervision of Fire Prevention, Protection and Fire Fighting and maintenance of Fire Fighting facilities as per the scope of work.
- iii. Supervisor shall be available at respective work location in three shifts of the working days
- iv. Supervisor shall be contactable through a Mobile of a Mobile Service Provider whose network is available at the jurisdiction of work
- v. Supervisor shall supervise all activities as per the scope of work effectively and efficiently and brought to notice of any deviation of schedule or any abnormality to the concerned Engineer – in – Charge / In-Charge Fire & Safety
- vi. Preparation of duty rooster for shift and various activities at the beginning of each month.
- vii. Maintenance of files and record keeping as per the Schedule, under the guidance of EIC.
- viii. Maintenance of files and record keeping as per the BCPL / ISO Schedule, under the guidance of Engineer-in-Charge / Shift in-charge Fire & Safety.
 - ii) Lifting / Shifting / loading / unloading of F&S equipments and related material.
 - iii) To carry out firefighting/ rescue operations in case of any emergency, fire or accident inside or outside the plant as per requirements in shift.
 - iv) Various log books & records shall be maintained by the contractor and produce to EIC/SIC. No extra payment for maintaining the logbook will be made.
 - v) The Contractor shall observe Fire and Safety rules of "BCPL".
- ix. To supervise coordinate any activity specially assigned to the supervisor by the Shift In-charge, Fire & Safety / Engineer In-charge

Scope of Work Item # 2

Turn out, fire prevention and fire protection with Fire Tender # 2, with round the clock duty of minimum two firemen in each shift for three shifts and relieving shift at BCPL Lepetkata as per Scope of Work and Format. Detail of the scope of work is given below. :

1.2 Duties & Responsibilities of Fire Men

- He will report at the Shift in-charge , Fire & Safety Department / Engineer in-charge fifteen (15) minutes before shift changing time and acquaint himself with all the happenings of the previous shift and any special assignment for himself. He shall not leave the station without clearance / permission of Shift in-charge, Fire & Safety Department / Engineer in-charge.
- While on duty, he will locate himself as per the job roaster. He will be a party to smart turned out along with fire crew and will keep himself in readiness to attend to fire calls without delay.
- He shall act as per the Shift in-charge, Fire & Safety Department / Engineer in-charge. If he does anything without permission of the Shift in-charge, Fire & Safety Department / Engineer in-charge, he shall be made responsible for the same.
- He will perform pump drill, ladder drill, squad drill and other fire exercises as directed by Fire & Safety Shift-in-Charge.
- He will carry out maintenance, checking and inspection of all Fire Fighting vehicles & equipment's as directed by Fire & Safety Shift-in-Charge.
- He will ensure that he is acquainted with the geographical lay out of the Factory so that he can rush to any spot where help is needed.
- He will perform guard duties and Control Room and Watch Room duties.
- When put on guard duty he will ensure that :-
 - Property and fixtures of the Fire Station are properly guarded.
 - ii). Movement of incoming and outgoing vehicles is controlled properly.
 - iii). Men coming to the Fire Station on duty are directed to the proper post and that they leave the Fire Station as soon as their duty is over.
- He will ensure that the Fire Station premises are kept clean and all the appliances and equipment are in efficient working condition for instant use.
- Responding to emergency calls.
- Compliance of fire & safety procedures.
- Assist in issue of work permit as per existing system of BCPL if required.
- Supervision of all critical activities at site.
- Prevention of unsafe condition/acts.
- Providing stand by duties as & when required.
- Reporting of near miss/incidents
- He will be responsible for proper accounting of all equipment, gears and other articles of the Fire station. In case of damage or loss, he will report the matter to the Engineer-In charge / Shift-in-Charge and will also initiate provisioning action.
- He will perform any other duty assigned to him by the Fire & Safety Shift-In-Charge or any other officer of Fire & Safety Department.
- Additional job if any instructed by Engineer-in-charge

All activities in the plant area shall be strictly done under the instructions of Engineer-In-Charge.

To perform above activities, may require-

- Lifting / Shifting / loading / unloading of F&S equipments and related material.

- To carry out firefighting/ rescue operations in case of any emergency, fire or accident inside or outside the plant as per requirements in shift.
- Various log books & records shall be maintained by the contractor and produce to EIC/SIC. No extra payment for maintaining the logbook will be made.
- The Contractor shall observe Fire and Safety rules of "BCPL".

Scope of Work Item # 3

Standby duty for Fire Prevention and Fire Protection. Stand-by duties are required at one place at BCPL Lakwa for eight hours in General Shift.

1.3 Duties & Responsibilities of Fire Men

- He will report at the Section 15 minutes before shift changing time and acquaint himself with all the happenings of the previous shift and any special assignment for himself.
- While on duty, he will locate himself as per the job roster. He will be smartly keep himself in readiness to attend to emergencies without delay.
- He will perform pump drill, ladder drill, squad drill and other fire exercises as directed by Fire & Safety Shift-in-Charge.
- He will carry out maintenance, checking and inspection of all Fire Fighting appliances & equipment's as directed by Fire & Safety Shift-in-Charge.
- He will ensure that he is acquainted with the geographical lay out of the Factory so that he can rush to any spot where help is needed.
- He will perform guard duties and Control Room and Watch Room duties.
- When put on guard duty he will ensure that :-
- Property and fixtures of the Fire Station are properly guarded.
- He will ensure that the premises are kept clean and all the appliances and equipment are in efficient working condition for instant use.
- Responding to emergency calls.
- Compliance of fire & safety procedures.
- Assist in issue of work permit as per existing system of BCPL if required.
- Supervision of all critical activities at site.
- Prevention of unsafe condition/acts.
- Providing stand by duties as & when required.
- Reporting of near miss/incidents
- He will be responsible for proper accounting of all equipment, gears and other articles of the Fire station. In case of damage or loss, he will report the matter to the Engineer-In charge / Shift-in-Charge and will also initiate provisioning action.
- He will perform any other duty assigned to him by the Fire & Safety Shift-In-Charge or any other officer of Fire & Safety Department.
- Additional job if any instructed by Engineer-in-charge

All activities in the plant area shall be strictly done under the instructions of Engineer-In-Charge. To perform above activities, may require-

- Lifting / Shifting / loading / unloading of F&S equipments and related material.
- To carry out firefighting/ rescue operations in case of any emergency, fire or accident inside or outside the plant as per requirements in shift.
- Various log books & records shall be maintained by the contractor and produce to EIC/SIC. No extra payment for maintaining the logbook will be made.
- The Contractor shall observe Fire and Safety rules of "BCPL".

Maintenance of Fire & Safety Equipments / Installations at Lakwa as per the list of equipments, installations and procedure and format.

The maintenance of the system is to be carried out throughout the entire contract period. For providing services as above in the jurisdiction,

Tools & tackles, spare parts, refills, all consumable items etc. required for maintenance shall be provided / scope of Brahmaputra cracker and Polymer Limited.

The quantity of Extinguishers / other equipments mentioned in the scope of work are purely indicative for an idea of work and the contractor shall have to maintain any/all the equipments given to them within the scope of service to the satisfaction of Engineer in-charge.

Daily checking of fire and safety systems as per the list and reporting & maintaining accordingly under instructions of Engineer In-charge. This includes all the Fire Fighting Equipments Maintenance Activities to be carried out.

- a) Routine maintenance of Fire & Safety systems as per instruction from Engineer in-charge / Shift In-charge, Fire & Safety.
- b) Maintaining of record for all the jobs as above, as directed by In-charge, Fire & Safety.
- c) Maintenance of Fire & Safety systems along the pipeline as per schedule e.g. monthly, quarterly, half yearly, yearly as per instruction from In-charge, Fire & Safety. Approximate quantity of equipment to be maintained is provided in the list

List of Fire & Safety Equipment for Maintenance

BCPL - Lakwa

SN	Equipment & Appliances	Total No's	Remarks
1	Fire Tender – FT1		
	Regd. No	AS04 AC 5659	
	Model	Ashok Leyland 1616	
	Water Storage Capacity	4500 Liter.	
	DCP Storage Capacity	1000 Kg	
	Pump Discharge	2250 LPM @ 7 kg/cm2	
2	Fire Tender – FT2		
	Regd. No	AS04 AC 7059	
	Model	Tata LPT2521TC	
	Water Storage Capacity	5000 Liter	
	Foam Storage Capacity	1000 Liter	
	DCP Storage Capacity	2000 Kg	
	Pump Discharge	3000 LPM @ 7 kg/cm2	
3	Extinguisher		
A	9 Kg DCP	170	
B	75 Kg DCP	17	
C	4.5 Kg CO2	28	
D	6.8 Kg CO2	20	
F	300 Kg DCP Trolley	1	
4	Hydrant	75	Riser – 5 Nos.
5	Monitor	25	
6	Hose Reel	5	
7	Isolation Valve	27	
8	Hose Box	50	
9	BA Set	10	
10	Inergen Flooding System	For MCR, Battery Room, UPS Room	120 Cylinder
11	CO2 Flooding System	For GT	15 Cylinder
12	Safety Shower	5	
13	Water Spray System	DV – 5 nos.	
14	Manual Call Point - MCP	40 nos.	
15	Smoke Detectors	172 Nos.	
16	Fire Buckets	14	
17	Wind Socks	5	

PREAMBLE TO SCHEDULE OF RATES

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

PART –A

SCHEDULE OF RATES **[UNPRICED BID]**

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

Un-priced Bid

Sl. No.	Description	Requirement	UOM	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)
1	Job of supervision for overall activities of F&S services i.e. SKILLED (As per Scope of work 1.1)	01 Nos. Supervisor in each shift for entire period	Month	12		
2	Job assistance for F&S services i.e. SEMI SKILLED (As per Scope of work 1.2)	02 Nos. of Firemen in each shift for entire period	Month	12		
3	Job assistance for F&S services i.e. SEMI SKILLED (As per Scope of work 1.2)	01 Nos. of Firemen in General shift for entire period	Month	12		
Grand Total (Rs,) exclusive of service tax						
Service tax @14.5% (Rs.)						
Total Amount (Rs.) inclusive of service tax						

PART –B

SCHEDULE OF RATES
[PRICED BID]

Price Bid

Sl. No.	Description	Requirement	UOM	Qty.	Unit Rate (Rs.)	Total Amount (Rs.)
1	Job of supervision for overall activities of F&S services i.e. SKILLED (As per Scope of work 1.1)	01 Nos. Supervisor in each shift for entire period	Month	12		
2	Job assistance for F&S services i.e. SEMI SKILLED (As per Scope of work 1.2)	02 Nos. of Firemen in each shift for entire period	Month	12		
3	Job assistance for F&S services i.e. SEMI SKILLED (As per Scope of work 1.2)	01 Nos. of Firemen in General shift for entire period	Month	12		
Grand Total (Rs,) exclusive of service tax						
Service tax @14.5% (Rs.)						
Total Amount (Rs.) inclusive of service tax						