



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20130156/AS

Date: 04/04/2014

To,

**BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR
HOUSEKEEPING AND UP-KEEPING AT BCPL TOWNSHIP'S BH-1, BH-2 AND
RESIDENTIAL QUARTERS FOR A PERIOD OF 02 YEARS**

LIMITED DOMESTIC COMPETITIVE BIDDING

Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
"Central Warehouse", Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel#+91-373-2914609/611

Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam; Tel: 0361-2733554, 0361-2733556(Fax)

Project Site Office: Main Fire Station 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)

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SECTION IA

REQUEST FOR QUOTATION (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for Annual Maintenance Contract for Housekeeping and Up-keeping at BCPL township's BH-1, BH-2 and Residential quarters for a period of 02 years, as detailed below in complete accordance with enclosed tender document:

1) SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20130156/ AS
1.2.3	Bid documents available on Website & BCPL office	From 17.00hrs on 04/04/2013 on www.bcplonline.co.in and www.gaitenders.in and http://eprocure.gov.in/cppp/
1.2.4	Period of Contract	2 years and extendable for a further period or 6 months or part thereof at the same rate and terms and conditions.
1.2.5	Pre-Bid Meeting	11/04/2014 on 15.00 hrs (IST)
1.2.6	Last date and time for Submission of bid	22/04/2014 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un-priced bid at BCPL, Lepetkata	22/04/2014 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days
1.2.8	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. - BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Earnest Money Deposit / Bid Security (Refundable)	Rs 1,50,000/- (Rupees One Lakh Fifty thousand Only)
	Tender Fees (non-refundable)	NA
1.2.10	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. - BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	Avanti Sharma, Sr. Officer (C&P) E-mail: avanti@bcplindia.co.in Ph. No. +91-373-2914635/09/636

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

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

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

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

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

2) EARNEST MONEY DEPOSIT/BID SECURITY

[Refer clause no. 5 of RFQ of Tender Document]

It should contain only the "EMD/BG" and no terms and conditions and document(s). Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid-Submission" along with the un-priced bid.

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

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

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

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

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

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

3) BIDDER'S ELIGIBILITY CRITERIA:

BID EVALUATION CRITERIA (BEC):

Technical BEC:

1 Technical BEC:

- a) Bidder must have experience of "housekeeping services" for at least 03 (three) preceding years (to be reckoned from the due date of un priced bid opening) out of which bidder must have executed at least one similar work /service having minimum value of Rs. 20.11 lacs .Documentary proof, duly certified/ attested by Chartered Engineer and Notary Public with legible stamp,.
- b) Bidder must have experience of "housekeeping services" in Guest house/ Bachelor hostel of PSU/ training institute/ academic institute/ MNC or a 3-star hotel. They should have covered at least **16170 sq. m** of area in any one contract in any of the preceding 03 (three) financial years. Client certificate duly certified/ attested by Chartered Engineer and Notary Public with legible stamp, must be submitted for certification of the area.

- c) In case Bidder being a hotel rated as 3 star or above, only copy of the Classification certificate from recognized federation /Ministry of Tourism, duly certified/ attested by Chartered Engineer and Notary Public with legible stamp, is required to be submitted in support of their meeting technical criteria. Original classification certificate from recognized federation/Ministry of Tourism should be available for verification of the same.
- d) 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.
- e) Bidder must submit the following documents in support of meeting the experience criteria during the preceding 03 years as detailed above
 - i. Copies of Work Order /Service orders issued by client, duly certified/ attested by Chartered Engineer and Notary Public with legible stamp,
 - ii. Completion/Execution Certificate in respect of work/service order mentioned above.

The completion certificate /Client Certificate must clearly indicate the following

- a) Full address of Client, officer issuing certificate.
- b) One copy of work order with detailed Schedule of rates should also be furnished
- c) Actual value of executed work, and
- d) Area covered under the contract
- e) Stipulated date of start and date of actual completion
- f) A certificate from the client stating that the work has been completed satisfactorily.

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

2.4.2 Experience acquired by a bidder as a sub-contractor shall also be considered for qualifying the experience criteria of BEC. In such cases, bidder shall be required to furnish the following documents in support of meeting the BQC:

- i) Copy of work order along with SOR issued by main contractor.
- ii) Copies of Completion Certificates from the end User/ Owner and also from the main contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.

2.4.3 However, Bids of Joint Venture/Consortium not acceptable.

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

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

2.4.5 Financial BEC:

- a) The annual turnover of the bidder should be minimum Rs 20.11 Lacs in any of the preceding three financial years (FY 2010-11, 2011-12 & 2012-13).
- b) The Financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2012-13.
- c) The bidder should have minimum working capital of Rs **4.02 lacs** as per the last audited financial year i.e. FY 2012-13. If the bidder's working capital is inadequate, the bidder shall supplement this with a letter issued by their Banker having net worth not less than **Rs 100 Crore**, conforming the availability of line of credit to meet the above specified working capital requirement.

All documents furnished by the bidders in compliance of Financial Criteria of BEC shall be submitted with "Details of financial capability of bidder" in prescribed format (Format A placed at Page-45) duly signed and stamped by a chartered accountant. Further copy of audited annual financial statements submitted in bid shall be duly certified/attested by notary public with legible stamp.

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

3. EARNEST MONEY DEPOSIT / BID SECURITY:

Rs 1, 50, 000/-. For details refer point no. 6 of General Condition of Contract -**SECTION IV** of tender In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall be treated as non responsive & shall be rejected.

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

4) 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. If the item is entitled for availment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT .In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.
3. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
4. In case the applicable amount towards VAT/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.

5) 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 12.36%) 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.
- The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

6) PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- i) 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 L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 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 non-availability of MSEs owned by SC/ST entrepreneurs.
- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under 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 regards.

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.

In case of MSEs, Tender fees & EMD/Bid Security is not applicable.

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

7) **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.

8) **PERIOD OF CONTRACT**

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

9) **VALIDITY PERIOD OF OFFER:**

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

10) **VAT / CST No : Not applicable**

11) **GENERAL**

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- **Tender Fee:** NIL

Bidder may download the tender documents from GAIL's or BCPL's website. In that case bidder must furnish the tender fees in the form of DD along with the un-priced bid.

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

12) TERMS OF PAYMENT:

Please refer Clause No 10 of Special Condition of Contract (Part –B).

13) PRICE REDUCTION SCHEDULE :As per RFQ

- 14) 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.

15) JURISDICTION OF COURT:

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

16) ARBITRATION:

All matters of difference what-so-ever which shall at any time arise between the parties hereto relating to execution of ORDER / CONTRACT or to the rights or liabilities or any claims thereof (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall be resolved as per Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Guwahati, Assam.

17) FORCE MAJEURE:

Shall mean and be limited to the following:

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

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7)

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

18) REJECTION CRITERIA:

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

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

19) ORDER OF PRECEDENCE:

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

- i) RFQ Covering Letter
- ii) Instruction to Bidders
- iv) Special conditions of contracts (Part B)
- v) Special conditions of contracts (Part A)
- vi) General conditions of contracts

- 20) Security Deposit: Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance Security (Please refer Clause No. 9.0 of SCC Part A, Clause No. 24 of GCC). There is no exemption Security Deposit to Micro and Small Enterprises (MSMs) and SSI units registered with NSIC under single point registration scheme.

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

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.

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-0373-2914611/609

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

Yours faithfully,

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

Avanti Sharma
Sr. Officer (Contracts & Procurement)
E-Mail: avanti@bcplindia.co.in
Ph no: 0373-2914609/635/636

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20130156/AS

Item: BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR HOUSEKEEPING AND UP-KEEPING AT BCPL TOWNSHIP'S BH-1, BH-2 AND RESIDENTIAL QUARTERS FOR A PERIOD OF 02 YEARS

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 22/04/2014

Date and time for opening of bids: 15.00 hrs (IST) on 22/04/2014

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN - 786006 ASSAM PH NO.:0373-2914609/635/636
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(To be pasted on the outer envelope containing envelopes Part –I and Part-II)

SECTION IB

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Date and time for opening of bids: 15.00 hrs (IST) on 22/04/2014

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609/635/636
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CUT-OUT SLIP

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Date and time for opening of bids: 15.00 hrs (IST) on 22/04/2014

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN - 786006 ASSAM PH NO.:0373-29146109/635/636
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(To be pasted on the outer envelope containing envelopes Part-II)

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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

Please refer clause 3.0 of RFQ.

4. One Bid per bidder

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

5. Cost of Bidding

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

6. Site Visit

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

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

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

7. Service Tax

Please Refer Clause No 5 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, Original EMD and shall contain the following:

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

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

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

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

vi) Copies of documents as required in F-3

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

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

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

x) Format-A, formats for BEC evaluation

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

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

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

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

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

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

xvii) Organization details:

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

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

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

xvii) Any other information/details required as per bid document.

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

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

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

13. Bid Prices

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

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

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

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

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

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

13.7 Alternative bids shall not be considered.

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

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

14. Bid Currencies

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

15. Bid Validity

15.1 Bids shall be kept valid for 3 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.

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

16. Bid Security

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

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

16.3 BCPL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security. In case Bid Security is in the form of a Bank Guarantee or irrevocable Letter of Credit, the same shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder and from any reputed International bank or Indian scheduled bank in case of foreign bidder. However, in case of Bank Guarantee from banks other than the Nationalized Indian banks, the bank must be commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. Bid Security shall be valid for two months beyond the validity of the Bid.

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

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

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

16.7 The bid security may be forfeited:

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

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

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

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

iii) to accept arithmetical corrections.

16.8 The Bid security shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at 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/services they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

17. Pre-Bid Meeting

Refer Clause no 9 of RFQ --SECTION IA of tender document.

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

20. E-Payment

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

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

Part II - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

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

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

(c) meets the Bid Evaluation Criteria;

(d) has been properly signed;

(e) is accompanied by the required securities;

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

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

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

A material deviation or reservation is one

(a) that affects in any substantial way the scope, quality, or performance of the Works;

(b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or

(c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

30. Correction of Errors

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

(a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(b) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

(c) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

(d) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

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

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

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

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

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

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

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

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

40. Contract Performance Security

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

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

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

41. Corrupt or Fraudulent Practices

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

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

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

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

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

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

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

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

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

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.

Section-IIB

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

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

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

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

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____

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

1-11 Bid Currency _____

1-12 Place of dispatch _____
1-13 Whether Supplier /
Manufacturer _____
Dealer/Trader/Contractor

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-19 Excise Registration number : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or not : _____

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

BID FORM

F2

To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +91 373 2914611

Dear Sir,

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

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

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

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

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

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

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES

F3

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with the Stamp Act)

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

Power of Attorney No.

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Date: _____

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

Ref: No.

Date:

To,
 Brahmaputra Cracker & Polymer Ltd.
 "Central Warehouse Building",
 NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN - 786006

Dear Sir,

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

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

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

Place:

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.
"Central Warehouse Building",
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

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

Place:

Date:

(Signature of Authorized Signatory of Bidder)

Name:

Designation:

Seal:

BIDDER'S QUERIES FOR PRE BID MEETING

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

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

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

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

SEAL AND SIGNATURE OF BIDDE

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

To:

Brahmaputra Cracker & Polymer Ltd.
 "Main Fire Station Building", NH-37, P.O. Lepetkata,
 Dibrugarh, Assam, PIN - 786006

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh - 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default. The said-----has approached us and at their request and in consideration of the premises we having our office at ----- have agreed to give such guarantee as hereinafter mentioned.

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

Yours faithfully,

 Bank
 By its Constituted Attorney

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

DECLARATION

To
Brahmaputra Cracker & Polymer Ltd.
“Main Fire Station 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,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

"ADMINISTRATIVE BUILDING", P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN - 786006

FAX: 0373 - 2914611 / 2914609

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address : _____

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

B) Details of Contact person:

(i) Postal Address : _____

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

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

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

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used. AND WHEREAS The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

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

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

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates

and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. and

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

BRAHMAPUTRA CRACKER & POLYMER LIMITED (NAME OF THE CONTRACTOR)

Date : _____
Place: _____

Date : _____
Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1 . _____

2. _____

2. _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

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

Sl. No.		Description	Bidder's Confirmation
1		It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2		Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3		Confirm that the offer shall remain valid for acceptance up to 3 (Three) months from Final Bid Due Date /Date of Opening of Bids	
4		Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5		Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).	
6		Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	
7		Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
8		Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	
	a	Bid Security No. & Date	
	b	Value & validity	
	c	Name & address of Bank Issuing Bid Security	
9		Provide PAN number.	
10		Provide Service Tax Registration number.	
11		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
12		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
13		Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	

14		Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
15		Confirmed that all terms and conditions of the tender are acceptable in totality	
16		Confirm that the prices are quoted as per clause 13.0 of ITB.	
17		Bidder's name and address	
18		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
19		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
20		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
21		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	Iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
22		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Annexure-A	
23		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	

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

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

(FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE)
(To be provided on Bank's letter head)

Bidder's Name:
Tender No.:

Date:

To
 Brahmaputra Cracker and Polymer Limited
 Lepetkata , Dibrugarh-786006

Dear Sir,

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

It is confirmed that against tender No: _____ dated.....
2013 for "name
 of job/supply) , M/s.....(Name of the Bank with address)
 confirms availability of line of credit to M/s.....(Name of the bidder) for at least an
 amount of Rs.....Lakh.

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

Yours truly

For.....

(Authorized signatory)
 Name of the signatory :
 Designation :

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm/:
Chartered Accountant
Date:

[Signature of Authorized Signatory]

Name:
Designation:
Seal:
Membership no.

INSTRUCTIONS:

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

ANNEXURE-I

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

SL NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No
		YES	NO	
1.	Have you enclosed the duly certified by Statutory Auditor the Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.			
2	Proof of annual turnover as per BEC. Duly Certified by Chartered Engineer and Notary Public. Have you enclosed Annexure-A			
3	Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "BCPL." Payable at Dibrugarh.			
4	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
5	Have you enclosed No deviation form, duly filled signed & stamped.			
6	Have you enclosed complete tender duly signed & stamped.			
7	Have you enclosed Copy of PAN card			
8	Do you confirm that you will submit the cenvatable invoice if you get order.			
9	Have you submitted Corrigendum /Pre-bid queries			
10	Confirm if the following are submitted			
	Confirmation that the contents of the tender document bid document has not been modified or altered. In case it is found that the tender document has been modified /altered by bidder , the bid submitted by us shall be liable for rejection (In case of downloading from website).			
11	Confirm that the following document is submitted depending on bidder's nature of firm: I. Copies of partnership deed(in case of partnership/LLP firm) II. Affidavit or self declaration on letter head (in case of Proprietorship firm) III. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) IV. Certification from competent person on their letter head (in case of PSU/Govt. Department) V. Documentary evidence towards MSME .			

SPECIAL CONDITIONS OF THE CONTRACT
SCC: Part -A

JOB: ANNUAL MAINTENANCE CONTRACT FOR SANITATION AND HOUSEKEEPING OF BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS.

TENDER NO: BCPL/DIB/C&P/SER/20130156/AS

1.0 GENERAL:

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

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

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

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

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:

The Time of Completion/Period of Contract shall be 02 year and as per Special Conditions of Contract (SCC) **Part-B**.

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

5.0 TERMS OF PAYMENT:

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

6.0 EARNEST MONEY:

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

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

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

7.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:

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

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

Similarly, in case of Works Contract (involving both supply of material and services) Tax will be deducted at source by BCPL towards W. C. Tax at the rate applicable from time to time (presently 4%) and issue necessary certificate to this effect.

8.0 SERVICE TAX:

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

9.0 SECURITY DEPOSIT:

9.1 Security deposit @ 7.5% of Annualized Contract Value has to be deposited within 10 (ten) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.

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

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

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

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

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

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

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

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

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

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

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

12.0 MEASUREMENT OF WORK:

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

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

13.0 DEFECT LIABILITY PERIOD:

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

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:

21.1 In case of delay in mobilization or in completion of work in all respects and to the full satisfaction of Engineer-In-Charge, the Engineer-In-Charge may at his discretion impose a penalty at the rate of 0.5% per week or part thereof limited to 5% of the contract value.

21.2 Alternatively, in case the Engineer-In-Charge feels that the progress of work is dissatisfactory and the work may be delayed beyond the scheduled or contractual completion date, he may at his discretion get the work done through other agency at the risk and cost of the contractor without prejudice to other rights available to owner under the contract. The decision of the Engineer-In-Charge shall be final and binding in this regard.

22.0 TERMINATION OF CONTRACT:

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

23.0 CONTRACT AGREEMENT:

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

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

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

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

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

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.0 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

of sub-contractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all lesson, damages, expenses or decrease arising out of such action.

31.0 ARBITRATION CLAUSE:

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

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

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

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

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

31.6 The venue of arbitration shall be Guwahati.

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

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

32.0 JURISDICTION:

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

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

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

33.2 In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the

contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of Security Deposit, withholding of payments etc.

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

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

34.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

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

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

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

35.0 SUB LETTING OF WORK:

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

36.0 AFFIDAVIT:

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

SPECIAL CONDITIONS OF THE CONTRACT
SCC: Part -B

JOB: ANNUAL MAINTENANCE CONTRACT FOR SANITATION AND HOUSEKEEPING OF BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS.

TENDER NO: BCPL/DIB/C&P/SER/20130156/AS

1 GENERAL INFORMATION

1.1 The "Special Conditions of Contract [SCC]" shall be read in conjunction with the "General Conditions of Contract [GCC]", "Schedule of Rates [SOR]", "Scope of Work & Technical Specifications" and any other document forming part of the Contract, wherever the context so requires. Notwithstanding, the sub-divisions of the Tender Documents into separate sections, each part shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

1.2 Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail. In case of any contradiction(s), the decision of the "Engineer-in-Charge [EIC]" will be final and binding on the Contractor.

1.3 Wherever it is mentioned in the specifications that the Contractor shall perform certain Works / Services or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of the Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

1.4 The service, materials, 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, instructions and specifications, these additional requirements shall also be satisfied.

2 DEFINITIONS:

2.1 The "CONTRACT" means the documents forming tender papers, the offer, the acceptance thereof and formal agreement executed between BCPL & the Contractor(s) together with the connected documents shall be deemed to form contract and shall be complementary to one another.

2.2 "BCPL" shall mean Brahmaputra Cracker and Polymer Ltd. having its Registered Office at Hotel Brahmaputra Ashok, M.G. Road, Guwahati-781001 and Project Office at Administrative Building, Lepetkata-786006, shall include its successors, heirs, assigns and representatives.

2.3 The "CONTRACTOR(s)" shall mean the individual(s) or the Firm or Company or partnership concern undertaking this contract and shall include its legal representatives, successors, heirs, assigns and representatives. "MONTH" means a calendar month irrespective of number of days, however for part of the month, it will be reckoned of 30 (thirty) days.

2.4 "ENGINEER-IN-CHARGE" means the person designated as such by BCPL or expressly authorized by BCPL to act for and on its behalf, here-in-after called as EIC.

2.5 "SCHEDULE OF RATES (SOR)" means the schedule of rates attached with this tender document.

3 SITE-INFORMATION/SITE-VISIT

3.1 It is understood that before quoting the rates; the bidder has visited the work site and has acquainted himself fully with the nature and quantum of the job to be carried out by him in case of award of Contract. Ignorance of this will not be considered after award of work. The Contractor will be responsible to complete the entire job/work in all respects, including any other work necessary to complete the job satisfactorily, though specifically not covered under "Specifications & Scope of Work". BCPL reserves the right to award the work in parts between two or more bidders in case such a division found to be advantageous to BCPL.

3.2 The intending bidder shall be deemed to have gone through the GCC available with Tender Document. Non-familiarity with site condition and unawareness of GCC will not be considered a reason either for extra claim or for not carrying out Works / Services in strict conformity with specifications / requirements or any other terms and conditions of tender.

4 DURATION/PERIOD OF CONTRACT

4.1 The completion schedule/period for all jobs listed under "Specifications & Scope of Work" and Schedule of Rates [SOR]" shall be **"FOR 24 MONTHS"** which shall be reckoned from the date of Letter of Intent [LOI] or as may be mentioned therein.

5 MOBILIZATION:

5.1 Contractor has to mobilize his resources for taking over the job **Within 15 (Fifteen) Days** from the date of issue of Letter of Intent (LOI)/ Letter of Acceptance (LOA), whichever is earlier. No mobilization advance shall be payable to the Contractor for initially starting the services. He has to arrange his own resources for starting the job in terms of the Contract.

5.2 In case of failure to mobilize the resources and takeover the job within the aforesaid time, a penalty of **"Rs. 1000/- per day"** will be imposed for a maximum period of **30 (thirty) days**. Thereafter, the Contract will be cancelled and Earnest Money Deposit (EMD) will be forfeited in accordance with the terms & conditions of the Contract.

6. VALIDITY OF QUOTED RATES/PRICES

6.1 The 'quoted / accepted rates' shall remain valid for the entire duration of the Contract, and no escalation, for whatsoever reason, shall be permissible at a later date.

7. CONTRACT VALUE

7.1 The 'Contract Value' shall be as per the 'quoted / accepted rates' in the "SOR", excluding 'Service Tax' [and 'Cess' [thereon], which shall be payable extra at actual by BCPL. 'Quantities' shown in the "SOR" are only 'indicative / tentative', and the same may be subjected to variations in both ways, as per stipulations made in "GCC". The Contractor shall not seek any revision in the 'quoted rates / prices' on account of any such variation(s) in 'quantities'.

8. SCHEDULES OF RATES [SOR]

8.1 The monthly rates of the bidder, as approved by the owner, shall remain firm during the entire duration of the Contract. No escalation of whatsoever nature shall be allowed to the Contractor during the entire period of Contract unless otherwise specified in the tender.

8.2 In addition to the monthly rates, Contractor shall be entitled for service charges for extra jobs as applicable from time to time on actual basis subject to production of necessary receipt thereof.

8.3 The "Schedule of Rates [SOR]" shall be read in conjunction with "SCC", "GCC", "Scope of Work" and any other document forming a part of the Contract. 'Quantities' indicated in the "SOR" for various items are only 'indicative / tentative', and are subject to 'variations' on both ways, as per stipulations made in "GCC".

8.4 BCPL reserves the right to interpolate or extrapolate the rates for any new item of work not covered in "SOR" from the similar items already available in "SOR". All the works, item-wise, shall be measured upon completion and paid for at the 'accepted/contracted rates'. In case, any activity, though specifically not covered under "SOR – Service / Item Description", but the same is covered under "Scope of Work", etc., no extra claim on this account shall be entertained [as "SOR" is to be read in conjunction with other documents forming part of the Contract].

8.5 All items of work mentioned in "SOR" shall be carried out as per the specifications, scope of work, relevant codes and instructions of the "EIC". The 'quoted rates' for the same shall be deemed to be inclusive of all costs w.r.t. materials, consumables, labor, supervision, tools & tackles, overheads, profits, various tests, inspections, as well as for preparatory, incidental, intermediate / auxiliary / ancillary or enabling works.

9 TAXES AND DUTIES

9.1 The 'rates/prices' quoted in the "SOR" shall include all taxes [EXCEPT SERVICE TAX] and duties, W.C.T., cess, other levies, etc., Employer's share of provident fund, insurance charges, all other levies, etc., as applicable. BCPL shall not entertain any such claim, whatsoever, on this account at a later date.

9.2 The 'rates/prices' quoted in the "SOR" shall be inclusive of Contractor's supervision, transportation, overheads, profits etc. All cleaning consumables including other tools and tackles etc. shall be provided by the Contractor.

9.3 Contractor shall be liable for timely payment of all taxes, duties & levies imposed by any Government / Government Deptt. / Agency / Body, including local autonomous bodies, from time to time without any extra claim from BCPL. However, Service Tax payable by the Contractor, if any, shall be reimbursed on production of receipt thereof. BCPL shall have no liability on these accounts and Contractor shall indemnify BCPL from any such liability, even if it arises in future.

10 TERMS OF PAYMENT

10.1 Contractor shall submit monthly bills along with the completed work-details **IN PRESCRIBED FORMAT [IN DUPLICATE] TO "EIC"**.

10.2 Payment shall be released through 'e-banking/cheque' by **"In-charge [F&A] -BCPL, within fifteen [15] days of submission** of Bills duly verified and certified by "EIC". Payment shall be released thru e-banking/Cheque in any of the nationalized banks only. Contractor while submitting their bid should

advise their account in any branch of bank that has the e-banking facility. Further BCPL will release payment by way of NEFT/RTGS mode also.

10.3 Necessary recoveries and all statutory deductions shall be made at the relevant rates [as per rules and regulations of the Government] from the payments to the Contractor.

11. RESPONSIBILITIES OF THE CONTRACTOR

11.1 Manpower Deployment: The Contractor will deploy sufficient number of skilled and unskilled adequately experienced manpower for discharging the contractual obligation effectively.

11.2 It shall be the sole responsibility of the Contractor to remove the garbage from the buildings to a specific safe area outside the plant on daily basis without any financial implication to BCPL, failing which penalty shall be imposed upon @ **Rs. 2,000/- per day**.

11.3 It shall be the sole responsibility of the contractor to clean the all locations mentioned in SCOPE OF WORK including sweeping & swabbing of floor, wet cleaning of floor, cleaning and dusting of wall, ceiling, ceiling fans, light fittings staircase, hand railings , water coolers, water purifiers , sports fixtures/ furniture, notice boards, dusting of blinds, cleaning of tables, chairs, outer surface of cupboards, removing cobweb inside building, covering floor, ceiling, side balconies and all toilets, as per direction of EIC.

11.4 Contractor shall provide all consumables required for housekeeping to be used in all open and closed areas as per details given in "**Annexure-I**". The contractor shall however arrange on his own items, equipments and PPE such as boots, step ladder, vacuum cleaner, uniform, trolleys, floor scrubber machines. Etc as instructed by EIC.

11.5 The Contractor shall submit a list of his **PROPOSED WORKERS AFTER AWARD OF CONTRACT ALONG WITH DETAILS OF QUALIFICATIONS, EXPERIENCE & RESIDENTIAL ADDRESS**. It shall be the responsibility of Contractor to provide **POLICE VERIFICATION** documents of his proposed workers to the "EIC" before their deployment under this Contract. BCPL reserves the right to verify the antecedents of any worker and reject any of the Contractor's workers. BCPL shall be at liberty not to allow entry into its premises to any of the employees whose activities appear to be prejudicial to the safety, security or other interest of BCPL.

11.6 The Contractor shall ensure payment of minimum wages, and other payment as per the provisions of labour laws, to his supervisors / workmen deputed for the work and furnish necessary proof whenever required. Along with the monthly running bills, Contractor should enclose a Certificate given by each of his supervisors / workmen that they had received the payment in full from the Contractor for the said month.

11.7 The Contractor will be solely responsible for any loss, damage to BCPL's property while it is in his charge due to negligence and/or fraud, etc. on the part of the Contractor/his personnel. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.

11.8 In case it is felt by the authorized officer of BCPL that any person or supervisor of the Contractor is not suitable for carrying out the work, then the person or supervisor is to be replaced immediately by the Contractor.

11.9 The 'quoted rates/prices' shall include cost for all essential and contingent works, which although not specifically mentioned in this Contract, are necessary for the work to the satisfaction of BCPL.

11.10 If the Contractor fails or neglects to observe or perform the terms & conditions of the Contract, BCPL may:

(a) Hold the Contractor liable for all the losses or damages caused to BCPL by such failure or neglect.

(b) Hold the Contractor liable to pay damages and compensation for loss and inconvenience caused by dislocation of all or any services by the sudden discontinuance / dislocation or stoppages and recover such losses from the amount payable to the Contractor.

11.11 The Contractor shall use the premises only for the purpose of this Contract and he shall not make or permit it to be made, any structural additions or alterations to the same without the prior approval of BCPL in writing.

11.12 In the event of the Contractor suspending or abandoning services without giving proper notice to the "EIC" without handing over charge of the assets and materials entrusted to him by BCPL, the whole of the 'Security Deposit' and other dues payable to him shall stand forfeited, and the Contractor shall also be liable for any legal action as deemed fit for breach of Contract and the loss suffered by BCPL.

11.13 The authorized officer(s) / concerned official(s) / "EIC" of BCPL shall in their own discretion make inspection at any time and record suggestions / complaints in the register. Appropriate action must be taken to correct discrepancies, if any, made therein.

11.14 The Contractor shall be responsible for total upkeep, in order to present a neat and clean look. The Contractor shall take up any of the work related with the cleanliness of entire area as per instruction of the "EIC".

11.15 The Contractor is requested to maintain **LOG-BOOK** with them. "EIC" will make daily comment on this record regarding service and availability of cleaning material.

11.16 The Contractor must ensure that his workmen should wear uniforms regularly, while on duty. If any of the worker is found without uniform then penalty of **RS. 1,000/- PER DAY PER PERSON** will be imposed on you.

11.17 The Contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

11.18 The Contractor shall not employ any person below "eighteen [18] years" of age.

11.19 The Contractor shall be solely responsible for payment of wages / salaries and allowance to his personnel that might become applicable under any new act or order of the Government during the currency of the contract. BCPL shall have no liability, whatsoever, in this regard.

11.20 The Contractor would also have to give **ONE [01] MONTH'S NOTICE IN WRITING FOR TERMINATION** of the Contract. Unless extended at least 'one [01] month' before the expiry of the Contract, through a formal communication, the Contract shall automatically stand terminated on expiry of

'two [02] years' of the Contract. The Contractor shall submit an inventory list of all the items present along with the monthly bill. The Contractor shall in such an eventuality handover vacant possession of the premises, fixtures, fittings, furniture, TV's, utensils/utilities and all other items and equipments, etc. on the last day of the Contract.

11.21 In case it is felt by Authorized Officer of BCPL that any person or supervisor of the contractor is not suitable for carrying out the work, then the person or supervisor is to be replaced immediately by the contractor.

12 STATUTORY COMPLIANCE UNDER LABOUR & INDUSTRIAL LAW:

12.1 The Contractor (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour Law legislations including labour license from the Competent Authority under the Contract Labour (Regulation & Abolition) Act, 1970.

The contractor shall also be bound to discharge obligations as provided under various statutory enactments including the **Employees Provident Fund & Miscellaneous Act, 1952, ESI Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923 and other relevant Acts, Rules and Regulations enforced from time to time.**

12.2 Contractor must have "Permanent EPF Account" & "Employees' State Insurance Corporation [ESIC] Certificate" in its name. Wherever "ESIC" is not available, the same shall be governed by "Workmen's Compensation Act, 1923" for which bidder must obtain a suitable **Workmen's Compensation Policy. Documentary** proof(s) of "Permanent EPF Account" and "ESIC" / **"Workmen's Compensation Certificate** [prior to commencement of work, in case of award]" must be submitted.

12.3 The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to BCPL and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Contractor shall obtain a separate P.F. Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contribution to the Provident Fund.

12.4 The contractor shall regularly submit all relevant records/documents in this regard to BCPL representative for verification and upon such satisfaction only BCPL will release of the amounts paid. It shall be obligatory on the part of the **CONTRACTOR TO SUBMIT ALONG WITH THEIR MONTHLY BILL A COPY OF CHALLAN IN PROOF OF PAYMENT OF P.F. CONTRIBUTION (EMPLOYEES & EMPLOYERS) ALONG WITH A DETAILED STATEMENT SUBMITTED TO RPFC'S OFFICE** showing the name of contractor's relating to the dues and employment of personnel deployed by him.

12.5 The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by **7th of the following month** to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues etc., arising out of disputes relation to the dues and employment of personnel deployed by him.

12.6 Contractor must take a suitable **GROUP PERSONAL ACCIDENT/MEDICAL POLICY** for each housekeeping personnel.

13. SUPERVISION OF WORK

The Contractor in consultation with EIC shall appoint **sufficient and adequate number** of supervisors to control, supervise and give directions to the Contractor's personnel for carrying out the contractual obligations. These supervisors should obtain instructions from "EIC", time to time.

14. OPERATIONAL TIMINGS

14.1 Contactor must ensure to observe the following timings for housekeeping jobs: **07:30 hrs. to 16:00 hrs., daily on all "six [06] working days"**.

14.2 Contractor shall provide services on **second Saturdays, holidays including Sundays, bandhs, and nothing extra** shall be payable by BCPL on this account.

15 PENALTY

In case the housekeeping of any area has not been done, not done properly and found unsatisfactory as per the "EIC", a lump sum deduction on this account shall be made at the following rates on the sole discretion of the "EIC", who directly or through his representative will assess the work.

- (a) For staircases, balcony, corridors and common passages @ **Rs. 1,000/- per day** .
- (b) For toilets at Administrative building @ **Rs.1,500/- day per toilet** and for other toilets other then Administrative building @ **Rs. 500/-day per toilet**.
- (c) For not lifting of garbage & removal of tainted material @ **Rs 500/-day**.
- (d) For non-compliance of dress-code by workmen @ Rs. 1,000/-per day against per person.
- (e) For any other deviations not covered in the above mentioned category @ **Rs. 2,000/-per deviation**.
- (f) Disposal of Garbage from buildings @ **Rs. 500/-day**.
- (g) For uncovered area, parking @ **Rs. 500/-day**
- (h) For drains and channels @ **Rs. 1,000/-day**
- (i) For pest control @ **Rs. 1,000/-day**.

16 ENGINEER-IN-CHARGE [EIC]

16.1 The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not conform to the specifications.

16.2 The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final and binding on the Contractor.

16.3 The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work" and/or "SOR" shall be final and binding on the Contractor.

17 ADHERENCE TO SAFETY & SECURITY REGULATIONS

17.1 All Contractors' personnel deployed inside the workplace should strictly follow all safety rules and regulations. They should be well-conversant with the safety precautions to be followed in the workplace. The Contractor shall abide by the advice and guidance of the Safety Officer in the workplace. In addition, the Contractor shall follow all safety codes framed from time to time. Smoking, consuming of alcohol inside the workplace premises is strictly prohibited.

17.2 Contractor shall also ensure that all existing and amended Fire & Safety Rules/Policies of BCPL are strictly observed in the services rendered by him. Contractor has to strictly adhere to guidance, instructions issued from time to time in this regard. Any violation on this account shall be the Contractor's responsibility.

17.3 BCPL will not be responsible for any accident / mishap with the Contractor's employees. The Contractor shall take necessary action for his employees in case of any incidents.

17.4 BCPL shall not provide any medical assistance and shall have no other liability whatsoever except as expressly provided under the Contract.

17.5 All employees of the Contractor are required to follow adequate safety and will be responsible for any fault thereof.

18 LODGING, BOARDING & TRANSPORTATION

Lodging, boarding & transportation of the Contractor's personnel during execution of the job under the Contract shall be provided by the Contractor at his own cost.

19. IDENTITY CARDS

The Contractor shall obtain/renew Identity Cards of their personnel to be deployed inside of plant premises, which shall be required to display prominently during the period of their stay within the plant premises and the Identity Cards shall have the information as demanded by **DGR Security Personnel/CISF /BCPL Authorities**. The personnel engaged by the Contractor shall be subject to security check [along with any accompanying baggage carried by them] by BCPL's security personnel while entering / leaving the premises. Within premises, the Contractor's personnel shall not do any private / unauthorized work other than their normal duties. Contractor shall be directly responsible for any / all disputes arising between him and his personal and keep BCPL indemnified against all losses, damages and claims arising thereof.

20. Antecedent and Character verification

The contractor must submit antecedent and character verification certificate before engaging any housekeeping personnel. If contractor has been failed to do so then **penalty of Rs. 2,000/- per day** will be charged against the person who has been placed without the above verification. BCPL reserves the right to verify the antecedents of any worker and reject any of the Contractor's employees. BCPL shall be at liberty not to allow entry into its premises to any of the employees whose activities appear to be prejudicial to the safety, security or other interest of BCPL.

21. Health Checkup

Periodical health checkup of the employees deployed by the contractor at least once in a year shall be the responsibility of the contractor. Expenses to this effect shall be borne by the contractor. **The contractor will submit satisfactory periodical health checkup report to EIC.**

The contractor will ensure that all personnel engaged are medically fit supported by certificates from a medical practitioner (MBBS) . The contractor will furnish medical certificate of staff deployed. All the employees of contractor shall be subject to medical examination at contractor's own cost by the doctor nominated at First Aid Center or by BCPL- empanelled hospitals from time to time . On such examination, if any of the staff of the contractor found medically unfit or not suitable for employment under this contract , the contractor shall have to relieve such employee forthwith. The contractor shall be responsible for any compensation to such employees.

22. JURISDICTION

The Contract shall be governed by and construed according to the laws in force in India. The Contractor, hereby, submits to the jurisdiction of the courts situated at Dibrugarh that, for the purpose of disputes, actions and proceeding arising out of the Contract, the courts at Dibrugarh only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

23. TERMINATION OF CONTRACT

In case, the Contractor's performance is not found satisfactory as per the opinion of "EIC" at any point of time during the Contract, the Contract may be terminated by giving a **thirty [30] day's notice**. In the event of such termination, Contractor shall be paid for the actual time performed till the date specified in the notice. Any loss incurred by BCPL on this account shall be recovered from the Contractor. BCPL may engage another agency to complete pending jobs under this Contract at the risk and cost of the Contractor. If it is observed that work cannot be completed within the stipulated time, BCPL may get the work done through other agency(s) at the risk and cost of the Contractor.

=====X=====

"ANNEXURE-B"

MATERIALS/RESOURCES TO BE SUPPLIED BY CONTRACTOR

- Adequate number of personnel and supervisor for proper execution of housekeeping and maintenance services in the area.
- Sufficient stock of cleaning agents / materials for cleaning / washing of utensils, appliances, equipments, etc. for at least 15 days period.

CLEANING TOOLS TO BE PROVIDED FOR HOUSEKEEPING AND MAINTENANCE

1. Broom(Hard)
 2. Broom(Soft)
 3. Bleaching powder
 4. Carpet Brush
 5. Mosquito Killer-Hit/Baygon
 6. Thinner for removing paint stains/hard stains-Rouf
 7. Scrubber-Long Handle
 8. Phenyl- [ISI-marked] in containers of liter
 9. Cleaning powders, vim make or equivalent in standard packing of ISI-mark
 10. Soft brushes, for carpet-cleaning
 11. Glass-cleaning agents, Colin-make, or equivalent; to be supplied in standard plastic bottles – as per IS:8540
 12. Cloths / scrubbers, for floor-polishing
 13. Jute-cloths, for floor cleaning by phenyl-water solution.
 14. Yellow color soft cloths with fur, for cleaning furniture & delicate objects
 15. Room-freshener
 16. Harpic-Reckitt Benckiser
 17. Drainex to clean blockage in urinals
 18. Paint-thinners, for removing paint-stains
 19. AOS liquid soaps, for foam-cleaning
 20. Granite stone polishing
 21. Garbage-collection polythene bags Big and Small (for dust bins)
 22. Cloth-dusters
 23. Odonil or ISI marked air purifier in standard packing of 75 gms each
 24. Napthalene Balls
 25. Cleaning liquid for stair case handle
 26. Necessary pesticides/chemicals/medicines for pest control.
- Other items which Contractor may like to bring with prior intimation for efficient and effective functioning of the Contract

SCOPE OF WORK (SOW)

SANITATION & HOUSE KEEPING CONTRACT AT BCPL TOWNSHIP (BARBARUAH)
THE SCOPE OF WORK INCLUDES UP-KEEPING/ SWEEPING, CLEANING OF
BACHELLOR HOSTEL-I & II, COMMON AREAS, PAVERS BLOCKS, JOGGING TRACKS,
VEHICLE PARKING, DRAINS AND CHANNELS , ROADS (ALL TYPES), STAIR- CASES,
WATER TANK AREAS, CIRCULAR AREAS/MORCHAS, SECURITY OFFICE, GATE OFFICE
AT BCPL TOWNSHIP , BARBARUAH.

S.N.	UP-KEEPING OF
1	<u>FOR COVERED AREA</u> - Cleaning & moping of floors, , All Rooms (bath rooms attached in BH-1 & BH-2, including cleaning of dining (attached toilets, Stair Case, handrails, granite tops, Toilets, common area/passage, all furniture, dining area, electrical and electronic equipments, Tvs, Balconies and all toilets ,window panes (inside/outside) , computers, Electrical/electronic fittings and fixtures installed within the premises, weekly removal of cobwebs, monthly cleaning of water tanks of water coolers, cleaning /washing of dustbins, removal of wastages and carrying it to burn pit/compost pit for burning/de-composting, providing rickshaw(s) for degraded and non degraded materials. Cleaning/Mopping of BCPL circular areas of family Quarters, stair case, common areas, passage, dusting/cleaning of outside electrical panels, fittings & fixtures available within the premises, Weekly removal of cobwebs, periodical cleaning of water tanks areas cleaning of dustbin(s) of each quarter kept outside, removal/clearing of cobweb, carrying wastage in designated rickshaw and carrying it to the burn pit and burn/de-compost it.
2	<u>FOR UN-COVERED AREA</u> – Daily brooming of floors. Stair cases , garden benches, children’s swings/Jhulas etc., daily cleaning of pavers block in parking, jogging tracks, peripheral areas of quarters, twice a week cleaning of roads, drains, main roads, main drains, garland drains of each quarter blocks, hand picking of waste papers/ waste poly covers/ wrapping papers and burning in designated pits.

1.2. The Contractor has to arrange all tools and tackles for sweeping. He shall also provide required number of rubber hand gloves/Brushes/Gunny bags, broom, sweep etc. for protective sanitary and general cleaning. Further contractor will ensure cleaning of, corridors, common passages, gym Room, Badmintons/TT rooms, dining halls, waiting lobby, Kitchens floors, backyards, porticos.

THE DEPLOYMENT OF HOUSE KEEPING SERVICES IN ALL ABOVE AREAS/LOCATIONS WILL BE BASED ON SQUARE METER BASIS ON THE ACTUAL AREA HANDED OVER TO HOUSE KEEPING CONTRCATOR BY EIC IN PHASED MANNER. AND PAYMENT SHALL BE PROCESSED ACCORDINGLY.

DETAILS OF UP-KEEPING & MAINTENANCE MATERIALS TO BE PROVIDED BY THE CONTRACTOR FOR PER MONTH

SN	ITEMS	SL.NO.	ITEMS
1	Soap	14	Liquid soap
2	Odonil	15	Naphthalene
3	Phenyl	16	Room fresheners
4	Colin	17	Moping Cloth
5	Polish Cloth/Duster	18	Glass cleaning liquid
6	Harpic	19	Broom hard
7	Broom Soft	20	W/C Brush
8	Scotch Brite	21	Acid
9	Toilet Rolls	22	Carpet Brush
10	Water Pusher	23	Hit (Mosquito)
11	Thinner for removing paint stains	24	Brasso
12	Scrubbing Long handle	25	Room Freshener
13	Bathroom Towel	26	Médecine for Pest control

(All the items should be of ISI/Reputed make)

SL.NO.	ITEM	FREQUENCY
1	Vacuum Cleaner	As per requirement
2	Hand scrubber	Weekly
3	Wooden scrubber	Weekly
4.	Motorized Scrubber	Monthly
4	Ladder / scaffolding arrangement	As per requiremen

SCHEDULE OF RATES [UNPRICED BID]

**ANNUAL MAINTENANCE CONTRACT FOR
SANITATION AND HOUSEKEEPING OF BCPL TOWNSHIP
FOR A PERIOD OF TWO YEARS.**

SL No.	Service Description	Unit	Qty.	Unit Rate (Rs)/Month (In figure)	Unit Rate (Rs)/Month (In words)	Total Amount(Rs)/Month (In fig.)	Total Amount for 24 months
		A	B	C	D	E=(BXC)	F=EX24
1	HOUSEKEEPING AND UP-KEEP OF BCPL TOWNSHIP FOR A PERIOD OF 02 YEARS AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF TENDER	Square Meter	9655 (Covered area)	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE
2	HOUSEKEEPING AND UP-KEEP OF BCPL TOWNSHIP FOR A PERIOD OF 02 YEARS AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF TENDER	Square Meter	22,687 (Un-covered Area)	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE
GRAND TOTAL DO NOT QUOTE							DO NOT QUOTE

SERVICE TAX =__ DO NOT QUOTE

GRAND TOTAL IN WORDS- DO NOT QUOTE

Note :

- 1 Quoted rates should be as per Scope of Work.
Bidders are required to quote the rates strictly as per the above SOR and not to use any other format.
- 2 Rates should be quoted including all taxes & duties except Service tax. Service tax & education cess (if any) shall paid extra at actual.
- 3 Quantities shown in the SOR is tentative which may increase or decrease.
- 4 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.
- 5 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.
- 6 Service tax as quoted will be added for evaluation(Please refer Clause No 5 of RFQ)

Date:

Name of authorized person submitting the tender on behalf of the Bidder :

Designation of authorized person:

Name of firm / Contractor:

Address of firm / Contractor:

Date:

SCHEDULE OF RATES [PRICED BID]

ANNUAL MAINTENANCE CONTRACT FOR SANITATION AND HOUSEKEEPING OF BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS.

SL No.	Service Description	Unit	Qty.	Unit Rate (Rs)/Month (In figure)	Unit Rate (Rs)/Month (In words)	Total Amount(Rs)/ Month (In fig.)	Total Amount for 24 months
		A	B	C	D	E=(BXC)	F=EX24
1	HOUSEKEEPING AND UP-KEEP OF BCPL TOWNSHIP FOR A PERIOD OF 02 YEARS AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF TENDER.	Square Meter	9655 (Covered area)				
2	HOUSEKEEPING AND UP-KEEP OF BCPL TOWNSHIP FOR A PERIOD OF 02 YEARS AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF TENDER.	Square Meter	22687 (Un-covered Area)				
GRAND TOTAL DO NOT QUOTE							

SERVICE TAX = _____ %

GRAND TOTAL IN WORDS- DO NOT QUOTE

Note :

- 1 Quoted rates should be as per Scope of Work.
Bidders are required to quote the rates strictly as per the above SOR and not to use any other format.
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