



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

TENDER NO.: BCPL/DIB/C&P/SER/20140153/SD

FOR

**NAME OF : PEST CONTROL SERVICE AT BCPL PLANT & TOWNSHIP FOR M/S.
WORK BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA –
DIBRUGARH.**

Regd.Office: Hotel Brahma Putra Ashok, M.G.Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)
Project Office: Administrative Building, P.O. Lepetkata, Dibrugarh - 786006 Tel: 0373- 2914611
Project Execution office: 3rd Floor, GTI; 24, Sector 16A; NOIDA201 301: Tel: 0120 2513102
www.bcplonline.co.in

CUT-OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN

NAME OF WORK: PEST CONTROL SERVICE AT BCPL PLANT & TOWNSHIP FOR
M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED,
LEPETKATA – DIBRUGARH.

TENDER NO. : BCPL/DIB/C&P/SER/20140153/SD

SUBMISSION DUE DATE : 05/12/2014 at 1430 Hrs.
& TIME

FROM:

Name:
Address:

TO:

DY. GENERAL MANAGER (C&P)
ADMINISTRATIVE BUILDING
BCPL PROJECT SITE, LEPTKATA
DIBRUGARH-786006
ASSAM

(To be pasted on the outer envelope containing "Priced", "Unpriced" bids

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REQUEST FOR QUOTATION (RFQ)

(Tender no. .) BCPL/DIB/C&P/SER/20140153/SD

Sealed Bid under single stage two envelop system is invited for the following works for **BRAHMAPUTRA CRACKER & POLYMER LIMITED, AT LEPETKATA, DIBRUGARH, ASSAM.**

A)	NAME OF WORK	:	PEST CONTROL SERVICE AT BCPL PLANT & TOWNSHIP FOR M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.
B)	CONTRACT PERIOD	:	12 MONTHS
C)	BIDDING DOCUMENT ON SALE	:	NA
D)	BIDDING DOCUMENT FEE (NON REFUNDABLE)	:	NIL/- (in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam) However, PSUs are exempted from payment of tender fee.
E)	EARNEST MONEY DEPOSIT	:	Rs. 70,000/- (in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam) However, PSUs are exempted from payment of tender fee.
F)	PRE-BID CONFERENCE	:	AT. 15.00 Hrs on 21/11/2014, at ADMINISTRATIVE BUILDING BCPL office at Dibrugarh.
G)	DATE & TIME FOR RECEIPT OF BID	:	05/12/2014 up to 14.30 Hrs.
H)	DATE & TIME FOR OPENING OF BID	:	05/12/2014 at 15.00 Hrs. in the presence of bidder’s representatives.
I)	PLACE & SUBMISSION OF BID	:	CONTRATCS & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, BCPL PROJECT SITE, PO – BARBARUAH, LEPETKATA-786006 DIBRUGARH, ASSAM

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 Brahmaputra Cracker & Polymer Limited, payable at State Bank of India, 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.

The complete bidding document is also available on the website of GAIL (www.gailtenders.in) and BCPL (www.bcplonline.co.in), bidders and desirous to submit their bid on the basis of downloaded document shall pay cost of bidding document by crossed demand draft in favour of **Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh**

(Assam) along with the Techno-Commercial Bid, failing which their bid shall not be considered for opening/evaluation.

SUBMISSION OF BIDS:

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

a) PART – I : TECHNICAL AND UNPRICED COMMERCIAL PART

b) PART – II: PRICE PART

PART – I of the bid shall contain the following:

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

PART – II of the bid shall contain the following:

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

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

The bidders are required to submit the copies of all certificates/documentary evidences as mentioned in the BIDDER EVALUATION CRITERIA above duly **attested by Gazetted Officer/ Officer of Public Sector Enterprises/ notary public** towards the proof of meeting the Bid Evaluation Criteria (BEC) as stated above:

- **Attested copies of all the relevant documents viz. Work Order(s), Execution Certificate(s), Annual Report / Balance Sheet and Profit & Loss Account and other documents as mentioned in Exhibit 'A'.**
- **Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.**
- **Attested copy of P. F. certificate**
- **Attested copy of PAN Card**
- **Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 38.2 of Special conditions of Contract Part–A.**
- **An undertaking (by the bidders who quotes by down loading the tender from web site) on their letter head stating that “The contents of the Tender Document have not been modified or altered by M/s (Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s (Name of the bidder) shall be liable for rejection”.**

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.

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

All out-station bids, if sent by post, should be sent under registered cover. Any excuse regarding late delivery of bid due to any reason whatsoever will not be entertained.

Bidders may depute their authorized representative to attend the bid opening. Bidders selected for opening of their priced bid shall be informed about the date and time of price bid opening.

Any change in bid after due date of submission of tender will not be considered.

Bidders are advised in their own interest to ensure that their bids reach this office well before the closing date and time of the tender as the bids received after the closing date and time of the tender will not be considered.

Please confirm that you have received the tender document and will be quoting for the tender items/jobs. In case you are not quoting for the same, please return complete set of tender documents.

The Bidder is required to submit the bid along with their covering letter under letter head disclosing the name and designation of authorized person signing the bid, complete postal address of firm / company, telephone no., fax no., e-mail etc.

ORDER OF PRECEDENCE:

In case of an irreconcilable conflict between SOR, 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:

- a) SOR
- b) RFQ Covering Letter
- c) Instruction to Bidders
- d) Special conditions of contracts (Part B)
- e) Special conditions of contracts (Part A)
- f) General conditions of contracts

You are requested to depute your representative along with authorization letter at the time of bid opening.

Thanking you,

SAMRAT DUTTA
DY. MANAGER (CONTRACTS & PROCUREMENT)
For **BRAHMAPUTRA CRACKER & POLYMER LIMITED,**
sdutta@bcplindia.co.in
0373-2914635

NOTE:

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

BIDDER EVALUATION CRITERIA (BEC)

- A) The Bidder must have executed and successfully completed at least one similar service contract for providing Pest Control Services, having minimum value of Rs. 17 Lacs (RUPEES SEVENTEEN LAKH ONLY) awarded to them by a Central /State Government Department / Public Sector Undertaking or any Private Sector Company during the preceding 07 years. The cut-off date for this purpose shall be the date of submission of bids.

In support, Bidder should submit single work order copy along with the completion certificate, both duly attested by gazette officer / notary public in support of above experience criteria. The Completion Certificates must clearly indicate the following:
a) Reference to relevant work order, b) Actual value of executed and completed work and c) Actual date of completion.

The Experience acquired by a bidder as a sub-contractor can 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 “Bid Evaluation Criteria”.

- * Copy of work order along with SOR issued by Main Contractor.
- ** Copies of Completion Certificate from the end user/owner and also from the main contractor separately. The Completion Certificate shall have details like work order no./date, brief scope of work, ordered and executed value of the job, completion date etc.
- In case the bidder is executing a rate / maintenance contract which is still running and the contract value / quantity executed till due date of submission is equal to or more than the minimum prescribed value / quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate to this effect issued by end user / owner.
- Along with techno-commercial bid, the bidder must submit the proof of experience by providing the copy of work order and its completion/execution certificates issued by end user. The completion certificate must contain the reference of work order no., completed / executed value and actual date of completion of work (if order is completed).
- A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs completed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory

tax in support of the job completed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.

- *However bids of Joint venture / consortium are not acceptable.*

(Bidder to submit all documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) (i.e., Work order & completion / execution certificate) duly attested by Gazetted Officer / Notarized towards the proof of meeting the Bid Evaluation Criteria.)

LICENSING AND OTHER CRITERIA:-

- 1) The bidder must be a valid license from the concerned Statutory Authority for storing and using the pesticides and other chemicals for commercial pest control operations under insecticides Act 1968 and rules framed there under continuously for preceding 5 years. The license must be issued in FORM VI-C for storing and using pesticides and other chemicals for commercial pest control operation, as per rule 10(3-A) of insecticide Act 1968 and insecticide Rule 1971 by competent statutory authority.

The bidder must submit copies of Licenses for all the preceding 5 years period duly certified by the Bidder's Statutory or Chartered Accountant.

- 2) The license should be in the name of the bidder. The qualified person specified in License must be proprietor/partner or Director of the organization.

The bidder must submit copies of documentary evidence duly certified by the Bidder's statutory Auditor/Chartered Accountant towards proof of:-

- a) Proprietor/Partner or Director of the bidding organization.
 - b) Copy of mark sheet of graduation in Agriculture or in Science with Chemistry as a subject in the name of qualified person specified in the License.
- 3) The bidder must be a valid member of Indian Pest Control Association (IPCA). Attested copy (by statutory Auditor / Chartered Accountant) of membership certificate & same to be submitted.

Bids submitted by Govt. organizations including PSUs of Central & State Government and Statutory bodies are exempted from IPCA / membership requirement.

CONFIRMATION OF BIDDERS FOR MEETING BEC AND OTHER REQUIREMENTS OF TENDER

NAME OF WORK	:	PEST CONTROL SERVICE AT BCPL PLANT & TOWNSHIP FOR M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.
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TENDER NO: BCPL/DIB/C&P/SER/20120153/SD

S N	TENDER REQUIREMENT	BIDDER'S REPLY / CONFIRMATION
1	The Bidder must have executed and successfully completed at least one similar service contract for providing Pest Control Services, having minimum value of Rs. 17 Lacs (RUPEES SEVENTEEN LAKH ONLY) awarded to them by a Central /State Government Department / Public Sector Undertaking or any Private Sector Company during the preceding 07 years. The cut-off date for this purpose shall be the date of submission of bids. In support, Bidder should submit single work order copy along with the completion certificate, both duly attested by gazette officer / notary public in support of above experience criteria. The Completion Certificates must clearly indicate the following: a) Reference to relevant work order, b) Actual value of executed and completed work and c) Actual date of completion. The Experience acquired by a bidder as a sub-contractor can 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 "Bid Evaluation Criteria". * Copy of work order along with SOR issued by Main Contractor. ** Copies of Completion Certificate from the end user/owner and also from the main contractor separately. The Completion Certificate shall have details like work order no./date, brief scope of work, ordered and	Reference of attested copies of documents furnished: 1. 2.

executed value of the job, completion date etc.

- In case the bidder is executing a rate / maintenance contract which is still running and the contract value / quantity executed till due date of submission is equal to or more than the minimum prescribed value / quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate to this effect issued by end user / owner.
- Along with techno-commercial bid, the bidder must submit the proof of experience by providing the copy of work order and its completion/execution certificates issued by end user. The completion certificate must contain the reference of work order no., completed / executed value and actual date of completion of work (if order is completed).
- A Job completed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs completed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job completed for Subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.
- *However bids of Joint venture / consortium are not acceptable.*

(Bidder to submit all documents in support of

	Technical Criteria of Bid Evaluation Criteria (BEC) (i.e., Work order & completion / execution certificate) duly attested by Gazetted Officer / Notarized towards the proof of meeting the Bid Evaluation Criteria.)	
	<u>LICENSING AND OTHER CRITERIA:-</u> The bidder must be a valid license from the concerned Statutory Authority for storing and using the pesticides and other chemicals for commercial pest control operations under insecticides Act 1968 and rules framed there under continuously for preceding 5 years. The license must be issued in FORM VI-C for storing and using pesticides and other chemicals for commercial pest control operation, as per rule 10(3-A) of insecticide Act 1968 and insecticide Rule 1971 by competent statutory authority. The bidder must submit copies of Licenses for all the preceding 5 years period duly certified by the Bidder's Statutory or Chartered Accountant. The license should be in the name of the bidder. The qualified person specified in License must be proprietor/partner or Director of the organization. The bidder must submit copies of documentary evidence duly certified by the Bidder's statutory Auditor/Chartered Accountant towards proof of:- *Proprietor/Partner or Director of the bidding organization. *Copy of mark sheet of graduation in Agriculture or in Science with Chemistry as a subject in the name of qualified person specified in the License. *The bidder must be a valid member of Indian Pest Control Association (IPCA). Attested copy bidder must be a valid member of Indian Pest Control Association (IPCA). Attested copy (by statutory Auditor / Chartered Accountant) of membership certificate & same to be	

	submitted. of membership certificate & same to be submitted. Bids submitted by Govt. organizations including PSUs of Central & State Government and Statutory bodies are exempted from IPCA / membership requirement.	
2	Affidavit duly notarized, as per clause no. 38.2 of Special conditions of Contract Part–A	Reference of document furnished
3	Power of Attorney in favour of person who has signed the offer in stamp paper of appropriate value.	Reference of document furnished
4	An undertaking by the bidders (who quotes by down loading the tender from web site) as instructed in the Page no.5 of RFQ.	Reference of document furnished
5	Attested copy of PAN Card	

Note:

Please note that the documents listed by you above only shall be considered for evaluation of your claim of meeting Bidder Evaluation Criteria & other requirements of the tender. Any other documents, not included above shall not be considered. Further please note that all the documents submitted should be attested by a Gazetted officer / officer of Public Sector Enterprises/ Notary public.

Date:

Bidder's signature_____

CHECK LIST FOR SUBMISSION OF DOCUMENTS

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

Please tick the box and ensure compliance:

SL. NO.	DETAILS OF DOCUMENTS	BIDDER'S CONFIRMATION
01.	EMD OF REQUISITE AMOUNT IS SUBMITTED IN THE FORM OF DD/BG FROM ANY SCHEDULED BANK AS MENTIONED IN RFQ.	EITHER DEMAND DRAFT DD NO. _____ DATED: _____ DRAWN ON: _____ OR BANK GUARANTEE BG NO. _____ DATED: _____ VALID UPTO: _____ (BG VALID UPTO 06 MONTHS FROM THE DUE DATE OF SUBMISSION OF BID)
02.	SUBMISSION OF DOCUMENTS AS PER EXHIBIT 'A' DULY FILLED IN SUBMITTED.	
03.	VALIDITY OF OFFER IS UP TO FOUR (04) MONTHS FROM THE DATE OF SUBMISSION OF TECHNO-COMMERCIAL PART.	YES VALID UPTO: _____
04.	POWER OF ATTORNEY IN FAVOUR OF PERSON WHO HAS SIGNED THE OFFER IN STAMP PAPER OF APPROPRIATE VALUE.	
05.	PARTNERSHIP DEED IN CASE OF PARTNERSHIP FIRM AND ARTICLES OF ASSOCIATION IN CASE OF LIMITED COMPANY.	
06.	COPY OF THE P. F. REGISTRATION CERTIFICATE ISSUED BY THE P. F. AUTHORITIES.	YES EPF REGISTRATION NO: _____
07.	ORIGINAL BIDDING DOCUMENT ALONG WITH BLANK (UN-PRICED) COPY (2 NOS) OF PRICE BID (SCHEDULE OF RATES) AND ADDENDUM, IF ANY.	
08.	NO DEVIATION CONFIRMATION IN THE PROFORMA ENCLOSED.	
09.	AFFIDAVIT DULY NOTARIZED, AS PER CLAUSE NO. 38.2 OF SPECIAL CONDITIONS OF CONTRACT PART – A.	
10.	ALL PAGES / DOCUMENTS ARE STAMPED AND SIGNED BY THE AUTHORIZED SIGNATORY OF THE BIDDER TOWARDS ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER.	
11.	COPY OF PAN CARD DULY ATTESTED.	
12.	VAT RESISTRATION CERTIFICATE.	
13.	BREAK-UP OF SERVICE TAX IN % AS PAYABLE BY SERVICE PROVIDER AND BY THE SERIVE RECEIPT, AS PER THE REVERSE CHARGE RULE SERVICE TAX	SERVICE PROVIDER _____ % SERVICE RECEIPT _____ %

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

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 7 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)
ADMINISTRATIVE BUILDING
BCPL Project Site
Lepetkata-786006
Dibrugarh, Assam

SUBJECT: TENDER NO.: BCPL/DIB/C&P/SER/20140153/SD

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 with PIN Code :

.....

.....

(ii) Telephone Number :

(iii) Telefax Number :

(iv) Contact Person :

(v) E-mail Address :

(v) Mobile Number :

B) Details of Contact person:

(i) Postal Address with PIN Code :

.....

.....

(ii) Telephone Number :
(iii) Fax Number :
(iv) Contact Person :
(v) E-mail Address :
(vi) Mobile Number :

- 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 :

INSTRUCTIONS TO BIDDERS

DESCRIPTION:

NAME OF WORK: PEST CONTROL SERVICE AT BCPL PLANT & TOWNSHIP FOR M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.

(TENDER NO. BCPL/DIB/C&P/SER/20140153/SD)

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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 mentioned in 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.

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).

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

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

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

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

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

The reimbursement of Service Tax & Cess will be again subject to reverse charge mechanism of amended Service Tax Rules as amended w.e.f 01.07.2012 if the bidder / Service Provider.

CENVAT CREDIT

(i) Bidders shall provide required documents for availing Cenvat Credit applicable on Service Tax as per prevailing rules.

(ii) If bidder is not a manufacturer, then if awarded, the bidder shall arrange documents so that CENVAT benefit towards supply of material is availed by BCPL. In such cases, material (as defined in SCC, if any) shall be consigned directly to BCPL.

(iii) For the tendered service, BCPL is entitled to avail the cenvat credit of service tax. Hence, owner (BCPL) will reimburse the service tax to the contractor at actual against the submission of cenvatable service issued in accordance with the service tax rule as owner (BCPL) to claim cenvat credit.

INCOME TAX & OTHER TAXES:

Income tax deduction shall be made from all payments of the contractor as per rules and regulation in force in accordance with the income tax act prevailing from time to time. Further, WCT if applicable shall be deducted. Labor cess @1% will be deducted under BOCWW cess act.

EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX:

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. 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.

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 all the documents as per the RFQ.

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

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

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

13. BID PRICES

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

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

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

13.4 All duties and taxes 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 04 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 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.

16.9 For Indian Bidders: 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

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

17.2 The bidder is requested to submit their queries of tender document through e-mail/ courier so as to reach BCPL on or before the Pre-bid meeting date. These questions shall be replied during the Pre-bid meeting.

17.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

If the pre bid meeting date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

18. FORMAT AND SIGNING OF BID

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

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

19. ZERO DEVIATION

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

19.2.14 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 '1', 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 not be opened.

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

27. PROCESS TO BE CONFIDENTIAL

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

28. CONTACTING THE EMPLOYER

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

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

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

A material deviation or reservation is one

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

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

30. CORRECTION OF ERRORS / GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (iv) In case it is observed that any bidder has not quoted for any item 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 bidder 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.

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

NOT APPLICABLE

35. COMPENSATION FOR EXTENDED STAY

NOT APPLICABLE

F. AWARD OF CONTRACT

36. AWARD OF WORK

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

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

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

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

38. NOTIFICATION OF AWARD

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

38.2 Period of contract shall be counted from the date as mentioned in the LOI / 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 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 9 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.

Bidders if so desires, may seek in writing the reason for rejection of their bid, to which BCPL shall respond quickly.

43. ERRANT BIDDER:

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

SPECIAL CONDITIONS OF THE CONTRACT

PART-A

DESCRIPTION:

NAME OF WORK: **PEST CONTROL SERVICE AT BCPL PLANT & TOWNSHIP FOR M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.**

TENDER NO: BCPL/DIB/C&P/SER/20140153/SD

1.0 GENERAL:

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

2.0 LOCATION:

BCPL, LEPETKATA. Dibrugarh, Assam.

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

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

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

5.0 TERMS OF PAYMENT:

Payment will normally be made within 30 days of submission of R.A. bills to Engineer-in-charge after applicable deduction of Income Tax and any other taxes and duties.

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

6.0 EARNEST MONEY:

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

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

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

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

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

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

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

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

- (v) The name, address and registration number of the service provider
- (vi) The name and address of the recipient of the taxable service
- (vii) Description, classification and value of taxable service provided and
- (viii) The service tax payable on such services

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

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @ 7.5% of contract value has to be deposited within 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 initial or total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.
- 9.4.1 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

10.0 TECHNICAL SPECIFICATION:

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

11.0 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 (if any) shall be as per Special Conditions of Contract of 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 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.

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.

20.00 SCHEDULE OF RATES:

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

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

21.00 COMPENSATION FOR DELAY:

No compensation for extended stay is payable to contractor.

22.00 TERMINATION OF CONTRACT:

As per GCC Clause no. 29.

23.00 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.

24.00 SUPERVISION OF WORK:

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

25.00 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 one observed at all times during the execution of the job.

27.00 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

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

- 31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 31.3 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
- 31.4 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 31.4.1 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 31.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.

- 31.7 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 31.8 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 31.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 31.10 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 31.11 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.
- 31.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 31.20 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 31.22 All types of transport connected with the work shall be in the scope of the contractor.
- 31.23 Suitable site office space may be provided by BPC, BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.

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

32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

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

33.0 ARBITRATION CLAUSE:

- 33.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 33.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 33.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.
- 33.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
- 33.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.
- 33.6 The venue of arbitration shall be Guwahati.
- 33.7 The award of the Arbitrator shall be final and binding on both the parties.

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

34.0 JURISDICTION:

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

35.0 PRICE PREFERENCE:

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

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

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

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

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

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

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

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

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

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

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

38.1 SUB LETTING OF WORK:

No contractor shall sublet or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd., Company, Proprietorship firm etc without the prior written permission of BCPL. In case the contractor sublets or assigns the contract in part or whole without the prior written permission of BCPL and any claim referred by any firm / individual to BCPL stating that the main contractor has not paid his or their dues/ payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub-contractor/ individual/ vendor

(s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub-contractor jointly submits a joint written settlement to BCPL.

38.2 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”.

39 PF REGISTRATION:

Bidder should have their own Valid P.F. account / code no. from Regional PF commissioner and attested copy of the same are to be submitted along with the technical bid or Confirmed That Pf Registration Certificate Shall Be Provided Before Commencement Of Work (If Awarded).

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

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

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

41.0 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. In case tender get cancelled tender fee will be returned to the bidders.

Brahmaputra Crackers & Polymers Ltd. reserves the right to accept or reject any or all bids received, at its absolute discretion, without assigning any reason whatsoever.

42.0 PRICE REDUCTION SCHEDULE:

Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

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. As per VAT act, payment to any vendor for supply / works cannot be made if they do not have VAT registrations in ASSAM. As the subject job involves WCT deduction the registrations of the eligible bidder under VAT act of ASSAM is required.

NO DEVIATION CERTIFICATE

**BRAHMAPUTRA CRACKER & POLYMER LIMITED
LEPETKATA, DIBRUGARH, ASSAM**

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 agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

NAME : _____

BIDDER'S NAME : _____

COMPANY SEAL : _____

SPECIAL CONDITIONS OF CONTRACT (SCC)

PART-B

TENDER NO: BCPL/DIB/C&P/SER/20140153/SD

JOB: TENDER FOR PEST CONTROL SERVICES AT BCPL PLANT PREMISES AND BCPL & CISF TOWNSHIP PREMISES

1.0 GENERAL

- 1.1 Special conditions of contract shall be read in conjunction with the General Conditions of Contract, Specifications of work, drawing and any other document forming part of this contract whichever context requires.
- 1.2 Notwithstanding the sub divisions of the document 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.
- 1.3 Where any portion of the special conditions of contract is repugnant to or at variance with any provisions of the general conditions of contract then unless a different intention appears the provision of the special conditions of contract shall be deemed to over-ride the provisions of the general conditions of contract only to the extent such repugnancies of variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.
- 1.4 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 own cost and the contract price/ rates shall be deemed to have included cost of such performances and provisions mentioned.
- 1.5 The intending bidders shall be deemed to have visit the site and familiarized themselves thoroughly with the site conditions before submitting the bid. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out works in strict conformity with drawings and specifications.
- 1.6 In case of contradiction, the following shall prevail in order of precedence.
 - i) Detailed letter of intent along with statement of agreed variations and its enclosures.
 - ii) Fax/ telegram of intent/acceptance.
 - iii) Schedule of rates (SOR)/ B.O.Q.
 - iv) Special conditions of contract.
 - v) Specifications/ specific requirement.
 - vi) Drawings.
 - vii) General conditions of contract.
 - viii) Indian standards.

2.0 SITE INFORMATION:

The sites for the subject are situated at locations detailed below :

1. BCPL plant buildings (Address – Lepetkata, Dibrugarh, Pin- 786006).

2. CISF Township (Address- Near BCPL plant).
3. BCPL Township (Address – Barbaruah , Dibrugarh, Pin- 786007).

The list of the plant buildings considered is attached at Annexure -A

3.0 TIME PERIOD:

The total time period of this contract is 01 years (12 months) All terms and conditions of the contract, quoted rates, discount etc. shall remain unchanged for such periods. The time period shall be reckoned from the 7th day of the issue of written work order or letter/ fax of intent/acceptance whichever is earlier. The period of 7 days shall be considered as initial mobilization period.

4.0 DEFECT LIABILITY PERIOD

Contractor has to ensure that effect of Pest Control service in each category shall remain active till the next cycle of the service as per schedule mentioned here in the tender documents. In case of default, Contractor shall provide the extra service in between cycles to the satisfaction of Engineer-In-Charge, failing which EIC will have the power to recover/ reduce the charges from the bill submitted by the contractor.

5.0 SPECIFICATIONS:

All specifications for the work shall be as per the bill of quantities, scope of work and brief description of works, which are self explanatory but not exhaustive and limited. The chemicals, antidotes, sprays, dusts etc. required in the work shall be legally approved. **Chemicals banned by Govt. of India shall not be used. Responsibility of using legally correct chemicals and disposal of empty containers as per govt. laid down guidelines solely rests with the service provider (contractor).**

However, wherever required the latest CPWD specifications and Indian Standard Codes of practice shall be referred. Wherever these codes are silent, sound Engineering Practice shall govern the same. The decision of the Engineer-in-charge in matters of interpretation etc. shall be final and binding on the Contractor.

6.0 RATE TO BE QUOTED:

The contractor should be fully aware of the location of various sites, area involved, approaches and site conditions, mode of transportation for materials, scope and actual quantum of works etc. before quoting the rates. The quantities mentioned in the Bill of Quantities are tentative and may change as per actual requirement at the time of execution of the work. The bidder is to quote their rates strictly as per the Schedule of Rates provided. The rates to be quoted should be inclusive of all taxes, duties, state and central govt. fees provident fund contribution, insurance charges, octroi, cost of material, transportation charges, cost of site office and store for the chemical, cost of safety equipments, labour charges, tools and tackles, equipments, supervision, overheads, contractor's profit, any other expenditure which may be required for the successful completion of the work in-to **but excluding the Service Tax**

The rates quoted by the contractor shall remain firm for the total period of the contract. Under no circumstances the contractor shall be eligible for payment of extra amount other than the quoted rates either in the form of escalation or otherwise. The "Schedule of Rates" quoted by the bidder shall be taken up for evaluation on overall basis for finalization of L-1 bidder.

At the time of submission of final bill, contractor must submit 'no claim' certificate over and above his final bill.

7.0 AGREEMENT:

The contractor shall be required to execute an agreement on a non-judicial stamp paper of requisite value within a period as specified in the tender.

If the contractor fails to execute the agreement within the stipulated period BCPL shall be free to cancel the work order and forfeit the Earnest Money deposit without any notice to the contractor.

8.0 SCHEDULE OF WORK:

The contractor shall provide a person to receive the complaints over telephone at the place provided by the executed department from the users at specified time duration (09:00 am to 05:00 pm) in all working days and even in holidays if required by the instructions of Engineering-in-charge. All the telephonic complaints received have to be registered in proper format, attended and responsibility for complying the same will be lied on the part of contractor.

The CONTRACTOR shall prepare a monthly schedule at the beginning of each month and shall submit the same to the ENGINEER-INCHARGE for approval and further execution. The CONTRACTOR shall submit the weekly/day to day report of the work done and problems faced to the ENGINEER- IN-CHARGE for his information and necessary action. The work shall be executed timely and properly. Proper records of execution shall be maintained by the CONTRACTOR and made available for verification and certification of work by ENGINEER-IN-CHARGE.

9.0 SCOPE OF WORK:

The scope of work shall be generally as per Bill of Quantities for the work that is self explanatory, but not limited to the quantities and specifications indicated therein. However, it is understood that the scope of work shall included inter-alia, the carrying out of any and all works and providing any and all facilities, as per required for completing the works as per terms and conditions of Contract Document. The brief description of works as detailed in this contract, elsewhere, shall be part of the scope of work.

9.1 Contractor's scope of work shall include, but not limited to, the following works :

- 1) Cockroach , Red & Black Ants, Spider and Psocids Management Service** Total control of **Cockroach, Red & Black Ants, Spider and Psocids** are included in this category.
 - a) Intensive sprays on monthly basis, in drainage outlets and nooks and corners, Landscaped & External areas towards all the buildings. Spraying Deltamethrin 2.5% SC at a ratio of 25 ml. per liter of water.
 - b) Intensive sprays on monthly basis, Landscaped & External areas towards buildings of the colony. Spraying Propoxure 25% EC at a ratio of 25 ml. in one liter of water.
 - c) Supplying and application of Fipronil 0.5% based Cockroach Gel at the specified areas .The application will be directed to the harborages and in the area where water is not used on regular basis for cleaning and in the dark and dry area. It is not volatile, therefore there are not airborne active ingredients (a.i.) released. This reduces chemical exposure to applicators, customers and the environment in general. This gel is affective against cockroaches only
Frequency of Application – Once in a month. Materials should not cross the expiry date (if any).
- 2) Lizards Management Service**
Supply and application of Cypermethrin mixture with water or a mixture containing Cypermethrin & Pyrethrin for Lizards and other reptiles are included in this category. The chemical to be used for lizard control service shall be as follows:

Cypermethrin mixture with water or a mixture containing Cypermethrin & Pyrethrin. The materials to be used at a ratio of 20ml.per liter of water for treatment and shall not be harmful to human being. Also, material with pungent smell shall not be allowed to use. Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).

3) Rodent Management service

Total control of rats/mice/bandicoots and other rodents are included in this category. The treatment for rodent control shall be of both edible as well as stick-in type. The eatable type of chemical should be in the form of a cake or Granules on consumption of which the Rodent should die at an outside location.

The stick-in type of treatment is to be placed in rodent bait stations at different areas of the sub-stations such that, any rodent etc. that may come inside cannot escape after coming into contact with the sticky glue. This will help in physical verification of actual movement of the rodents etc.

- a) Supply, placing and replacement of Baits at area specified in Annexure 1. Baiting shall be done on the internal perimeter of the Boundary at a distance of 60 Foot, Bait stations to be placed and fixed into the pave by drilling, bait shall only constitute Bromodiolone 0.005% granules/ wax block formulation 75 grams per bait unit.
 - b) Supply, placing and replacement of Baits as the same principle at external perimeters of all the buildings and the same rodenticide to be applied as a process of placing the bait stations by same manner the baiting distance shall be not far than 40 Feet and 75 grams per bait unit.
 - c) Supply, placing and replacement of Ready to use Rodent glue traps of both sizes i.e. either 48RBGL Rat trap model or 99-72MB Mouse trap, in the inter perimeter of the main building at a distance not more than 20 feet. The specific trapping may be void of Bait stations but as and when required the bait station shall be planted.
 - d) There shall be mentioned rodent glue traps at the common walls inside the strategic placement areas like duct entry, vent, service pipeline entry points, active rodent movement areas
- Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).

4) MOSQUITO MANAGEMENT SERVICE

- a) Anti Larval Treatment : Using lavicidal insecticide such as Fenthion, Baytex, Temphos, BTI, Diesel etc in all stagnant water masses dirty flowing water, potable water, in ponds with a Weekly frequency.
- b) Indoor Residual Spray : Prophylactic treatment shall be carried out for adult mosquito control with Deltamethrin 2.5% SC in mosquito resting areas inside all the closed premises with every fortnight.
- c) Thermal Fogging :Hot Fogging needs to be carried out in all open areas ,within bushes & shrubbery. The treatment needs to be carried out on weekly basis by using King Fog(Deltamethrin 1.25 ULV)
- d) Cold Fogging / Misting : Misting shall be carried out on weekly basis with Deltamethrin 2.5% SC

Materials should not cross the expiry date (if any).

5) SNAKE MANAGEMENT SERVICE

Prophylactic treatment for Snake management.

- a) Supply and application of Phorate granules by admixing with sand and then disburse to the outer periphery of the building. This will repel snake out of the premise. Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).
- b) Supply and application of Carbolic acid to spray the outer periphery of the building which will act as repellent.
Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).

Note:

- a) Placement of Professional Pest Manager at Site: To perform this job successfully, the Pest Manager deployed at site must have and maintain the highest level of integrity and be able to perform the Principal Duties and Responsibilities satisfactorily. He/she should have a work experience of minimum one year as a Pest Manager, Knowledge of pest control products, services, and treatments, Knowledge of pest control regulations, and safety procedures. He/ she should have a graduation degree in Agriculture or in science with chemistry as a subject.
- b) All the required experienced and certified technician & supplying and placement of materials as required to carry out the job shall be in the Contractor's scope.
- c) Contractor should hold the pesticide license, Trade license and Shop and Establishment License updated.
- d) Three nos. of trained technicians are to be deployed at site, one for BCPL plant and one for township areas. Trained technicians of the contractor have to inspect the different areas for pest control and take necessary action to control the same. The persons engaged in application of pest control chemicals have to use protective clothing, personal protective equipment as per the direction of Engineer-in-charge while on job. Contractor should provide additional manpower depending upon the job requirement as per the direction of EIC. No extra payment will be given for deployment of additional manpower.
- e) The Material Safety Data sheet (MSDS) of the supplied chemicals is to be submitted to Engineer in-charge before the start of any work.
- f) During supply of chemicals to BCPL to be used for pest control, copy of challan of chemicals that entered into plant premises is to be submitted to the Engineer-in charge each time and one copy shall be submitted along with the invoice.
- g) A comprehensive monthly report containing the record of material consumption and effectiveness of the treatment shall be submitted along with the monthly running bill duly verified by the Contractor and Engineer-in-Charge. For verification of actual work done, the Pest Manager should maintain a register with the date-wise application of pesticides at various sub-stations/treated area countersigned by the Area-in charge/Engineer in charge.
- h) Contractor must use safety kits or PPE during service execution.
- i) Contractor has to use eco-friendly or new generation pesticides in the premises which don't have any residual effect on human beings. It is the sole responsibility of the contractor to take care of the dosages of medicines used at site. The dosages should satisfy the guideline in manufacturer's specification or the tender specifications. The contractor should be updated regarding the banned chemicals and the usage of such medicines should be replaced by some other medicines of same composition and nature after due approval from EIC. No extra payments for such changes will be considered.

- j) The SOR quantity of area for every service is just an estimated quantity. It is the responsibility of the contractor to calculate all the actual quantity of area before the start of the work. The area treated should be recorded in proper measurement book duly signed by contractor and a representative from client and to be produced at the time of billing.
- k) The area to be considered for measurement should be plinth areas of the building. The treatment area will include the periphery of the buildings and no extra payments will be entertained. For the services against cockroach, rat and lizard in residential or administrative buildings the different floor areas will be considered for measurement. But for substations, control rooms and other plant buildings only plinth areas will be considered for services against the same. For measurement of services against mosquito and snakes only plinth area for a building will be considered always and the periphery treatment is inclusive.
- l) The contractor's workforce should be covered under PF, ESIC and as per minimum wages act. (PF and ESIC challan is required).

10.0 EQUIPMENTS:

The contractor shall furnish a statement with list of equipment/apparatus proposed to be deployed and chemicals proposed to be used for different services by him for execution of work at different locations.

11.0 QUALITY ASSURANCE FOR THE WORK:

The contractor shall ensure that during the period of operation there is no infestation of mosquitoes' etc. from the outside and inside. The contractor would take all the required preventive measures. The CONTRACTOR shall keep proper record of

chemicals. The contractor shall carry out all necessary operations so as to eradicate the entire project area, township area and peripheral area from snakes, rate rodents, lizards, mosquitoes and larvas, insects (including flies, cockroaches & ants), etc. All the sources of mosquito larvas would be attended by the contractor. Even after the satisfactory completion of the operations in the area covered, if any further mosquitoes, snakes, rat rodents, flies, ants, etc. infested, the contractor shall attend to those problems promptly as per the direction of ENGINEER-IN-CHARGE.

Quoted RATES under this contract shall be assumed to include cost of such operations also. OWNER shall entertain no extra claim for any such operation under any circumstance.

In case of the chemicals being used by the CONTRACTOR being ineffective, ENGINEER-IN-CHARGE shall have the authority to instruct the CONTRACTOR to change the chemical and the CONTRACTOR shall comply the same too immediately.

12.0 SUBMISSION OF BILLS:

- 12.1 The contractor shall prepare a monthly schedule, which shall be reflected on a work sheet clearly mentioning the details/nature of each pest control services to be carried out at different locations and the same shall be signed by the residents/HOD's as mentioned below.
- 12.2. A format stating the name of chemicals and doses completed by the Contractor as mentioned in the scope of work has to be furnished by the Contractor along with his bills, which will be verified and duly certified by Engineer-in-charge before forwarding of monthly bills. Process of use of Chemical including ratio of Chemical and concentration of chemical in the spray would be certified by Engineer-in-charge.

13.0 MEASUREMENT OF WORK:

The area indicated in the "Schedule of Rates" & "Scope of Work" is purely an estimate. At the beginning of the contract, the successful contractor shall be required to measure the area of the Public buildings/Office buildings etc, under the guidance of Engineer-in-charge and get the same duly certified. Contractor shall also maintain different registers/work sheets for each type of service, which is to be signed by authorized personnel of BCPL .

14.0 CONTRACTOR IS TO ENSURE THE FOLLOWING:

14.1 1) The Contractor and his work force will abide by all the safety requirement of BCPL. The contractor shall have to provide various safety equipment such as safety shoes, helmet, and gloves, gumshoes etc. to its labour/employees/ persons as per the site requirement and satisfaction by BCPL safety Engineer/ Officer.

2) The Company shall not be liable for or in respect of damages or compensation for any injury caused to its employees or to third person or for any occupational disease peculiar to the employment to any person(s) engaged by the Contractor and the Contractor shall keep the Company indemnified thereof.

3) The contractor at his own expense shall extend full insurance to cover all rights to all his employees as may be required.

4) During the currency of the Contract, if the progress of work does not commensurate with the time elapsed in respect of any person/persons engaged; the Contractor shall be liable to pay Company the compensation, as may be considered/fixed by the Company/ Engineer-in-charge.

5) All necessary chemicals & equipment required for the jobs as specified in the 'Schedule of Rates' and 'Scope of work' shall be arranged by the contractor. The Contractor shall clearly indicate the chemicals with concentration along with equipment that is proposed to be used for the different types of treatment specified as per format (Annexure –II) enclosed. All materials should be got approved by EIC/site engineer before execution, failing which material used will not be accepted and no payment will be made towards the same.

6) The manpower to be deployed should be familiar to the work and sufficient equipment and manpower shall be deployed to discharge the job specified.

7) Contractor should ensure the safety of his material at his risk and cost. BCPL will not be responsible for any type of damage or loss etc.

8) The contractor shall have to clear all the sites off any balance materials, construction debris,garbage,temporary structures etc. and deposit the surplus /scrap materials of BCPL in stores and handover site in neat and clean condition to BCPL.

9) All works shall be carried out as per schedule , tender specifications,ISI/CPWD specifications , Indian electricity act and as per directions of EIC from time to time.

10) The contractor should coordinate with local authorities, other State Govt. authorities, panchayats.whwreever required.

14.2 All materials required in the work shall need prior approval of EIC failing which material will not be accepted and no payment will be made towards that. The contractor shall submit the sample of the material to be brought at site for approval. Rejected material shall not be used and taken out from the Plant premises with due permission of EIC.

14.3 Shifting and placing back of furniture, equipment, PCs, TV, Refrigerator, documents, table glasses etc in the office, if necessary for any activity under this contract, will be in the scope of contractor. Utmost care should be taken in shifting of the materials, especially in

Telecom Rooms, Control Room, Sub-stations and other Equipment Rooms where highly sophisticated and costly equipments are installed. Item rates shall be inclusive of cost for such activities. Further, any damage to the properties of BCPL will be recovered at the risk and cost of the contractor.

14.4 The contractor shall have to abide by all SAFETY RULES & REGULATIONS applicable for the works. This will include issue of temporary security passes for all workers, provision of safety helmets, safety belts and safety shoes for working in hard hat area etc. Quoted rates shall include cost for provision of these PPEs.

14.5 The contractor shall provide proper scaffolding for working at height and shoring for working at depth.

14.6 CISF has been deployed for Plant Security but the contractor should ensure the safety of his material, equipment, tools and tackles, materials issued by BCPL etc. BCPL will not be responsible for any damage or loss to any of contractor's material. The contractor is required to obtain IN PASS for his all materials, equipments, tools and tackles etc. OUT PASS will be issued by EIC subject to production of IN PASS.

14.7 The contractor shall be provided with a Store for keeping chemicals/materials by BCPL.

14.8 BCPL shall provide free utilities at available points for the works covered under the scope of work. Utilities shall mean water and electricity.

14.9 The contractor shall have to provide and maintain log sheet/ log book and shall obtain signature of the concerned user/ in-charge of area/ building. EIC or his representative shall sign for the service / treatments done in buildings like Administrative Building, Canteen, CISF Barrack or any other Building or Area where user can be defined. For other buildings user shall sign eg. for Warehouse, Yard, C&P, Workshop, Mechanical, Control Room, Shift-in-Charge, Sub-Station & Switch Yard – Electrical Department.

14.10 The contractor shall deploy adequate number of personnel with equipment & chemicals to discharge the work satisfactorily as specified in SOR at regular intervals mentioned in SOR and as per directions of Engineer-in-charge. In case the work is not completed satisfactorily or as per the specification / direction of Engineer-in-Charge during any month, the company reserves the right to penalize 2 times of the quoted rate for a particular operation not carried out. The decision of the Engineer-in-charge shall be final and binding.

14.11 An amount of Rs.1, 000/- shall be recovered from the agency if any cable damage is observed due to non- functional of rat/rodent control. The total recoveries on account of penalty shall however be limited to 10% of the total contract value.

14.12 SPECIAL CONDITIONS OF CONTRACT :

- i. BCPL shall not provide any expert, manpower etc. for the above operation. The contractor has to post a team of supervisor, operators at the project site, beside technical advisor or Entomologist, who should visit site periodically to asses the operation and progress of the site.
- ii. Contractor shall be responsible for the conduct of their employees and shall be liable for consequential action together with staff involved in any offences and shall keep indemnified BCPL
- iii. Contractor shall arrange to furnish a list of staff, equipment and chemicals to the Security Department. Contractor's staff shall strictly follows the security regulations in

force at site. **All personnel shall be provided with uniform and PPE's like helmet, shoes etc. in additional to Chemical/Pesticides related PPE's.**

- iv. Contractor's team shall report to Engineer – in- Charge and report the daily activities, if required.
- v. The contractor shall ensure efficient execution of work through competent and experienced workers. Any deficiency in work if detected, at stage, penalty will be imposed, as may be deemed fit.
- vi. A supervisor of the contract should be available round the clock basis.
- vii. Record of the chemical consumption area wise used to be updated regularly.
- viii. Material safety data sheet of the chemicals used to be submitted.
- ix. Baiting should be kept out of reach of personnel.
- x. All chemicals used to be reputed manufacturers such as Bayer. Lederele, Hindustan Insecticide Limited, Indian Oil Corporation Limited or equivalent.
- xi. Submission of quality certificate of the chemicals used for any recognized laboratory.

15.0 Timings to carry out all kinds of jobs shall be 0800 hrs to 1700 hrs on all working days except for fogging which shall be done as specified in the tender/contract and as per requirement.

16.0 The contractor and his Entomologist shall do periodic review/inspection of all treatment with the Engineer-in-Charge for assessment of the result of operations.

17.0 The contractor shall use only the chemicals mentioned in BOQ and brief detail of work or equivalent quality/ make and shall have valid license to possess and use of such chemicals/ pesticides, weedicides/herbicides etc. and should have its own sources of supply/ tie-up with authorized distributors or manufacturers of chemical as approved by the Government/ appropriate authority. Under no circumstances, banned chemicals/ pesticides etc. shall be used. The make and quality of chemicals are subject to inspection and clearance by EIC.

18.0 The contractor shall deploy only trained personnel bearing Photo Identity Card issued by the Contractor as per the format prescribed by BCPL for entry into all operational, non-operational area/ buildings.

19.0 All equipments/ vehicles mobile or static that are (diesel/petrol/electrical driven) required to carry out various operations for pest control should be provided with spark arrestors.

20.0 The contractor shall have to clear all the sites off any balance materials, dead rats, snakes, pests, hives, nests, debris, garbage, temporary structures etc. and hand over the site in neat and clean condition to BCPL

21.0 ACCOMMODATION : Contractor shall make own arrangement for stay of the persons to be deployed at his own cost and risk to meet contractual obligations. Company shall have no obligation to provide any accommodation for the purpose.

22.0 PAYMENTS:

The payment shall be made for the actual work done as per the running account bill or final account bill raised by the contractor on the standard proforma prescribed by BCPL and duly certified by Engineer-in-Charge.

Only one bill shall be entertained in a particular month for payment. Payment will be made within 15 days after submission & acceptance of bill by the Engineer-in-Charge.

The bill shall be submitted neatly hand written and legible, preferably typed and submitted in quadruplicate in hard & soft copy(ies) as per requirement. The cost of typing/activity towards submission in soft shall be borne by the contractor.

COMPLETION CERTIFICATE & FINAL BILL: The Engineer-In-Charge shall normally issue to the Contractor, the completion certificate within one month after receiving an application thereof from the Contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of the contract documents.

The Contractor after obtaining the completion certificate is eligible to present the Final Bill for the work executed by him. The final, bill shall be prepared on the basis of the final measurements entered in the measurement book/sheets.

The final bill shall be considered as conclusive and the same to be submitted along with 'no claim certificate' from the contractor.

23.0 LIQUIDATED DAMAGES/PENALTY:

Time is the essence of the contract. In case the contractor fails to complete the work within the stipulated period, then, unless such failure is due to owner's defaults, the contractor shall pay to the owner, by way of compensation for delay and penalty, a sum Rs. 500/- per incidence of delay maximum upto 5 % (five percent) of the value of contract.

The decision of the Engineer-in-Charge in regard to applicability of compensation for delay and penalty shall be final and binding on the contractor.

24.0 INSURANCE:

The contractor shall be required to obtain insurance policies with respect to following after the award of the work and submit the same with BCPL before start of the work at the site. These insurances are to be taken during the mobilization period,

- (1) Workmen Compensation policy

25.0 STATUTORY OBLIGATIONS:

The contractor shall be required to fulfill the statutory obligations as detailed under General Conditions of the Contract and shall obtain labour license from the competent authority before starting the work at site. The contractor may note that the necessary formalities for obtaining the labour license shall be completed during the mobilization period allowed to the contractor.

Bidder must submit the proof of the following:

- a) Bidder must have a license of commercial pest control operation
- b) Bidder must have Service Tax registration No.

26.0 GENERAL CONDITION OF CONTRACT:

The general conditions of contract shall be part and parcel to this contract and shall be read in conjunction with this Special Conditions of Contract.

27.0 ENGINEER-IN-CHARGE

BCPL or its authorized representative shall be the Engineer-in-Charge for the work.

28.0 SAFETY AND SECURITY REGULATION :

The CONTRACTOR shall abide by the safety and security regulations as enforced by BCPL / statutory bodies from time to time. CONTRACTOR shall observed in addition to cods specified in respective specifications al national and local laws ordinance rules & regulations pertaining to the works and shall be responsible for extra costs arising from violation of same.

29.0 SAFETY / FIRE PROTECTION:

Contractor shall take all necessary measures to protect the work and workmen against accident and occupational disease. They shall observe and comply with all governmental safety regulations as required.

In addition the contractor will be required to comply all Safety Regulations as specified by the BCPL.

In case of death, the Contractor shall be responsible for immediately notifying the nearest Police so that they can make proper investigation in accordance with the law.

Also in case of death, the contractor shall immediately inform the labour officer of the area in which the death occurs.

30.0 INCOME TAX:

Income Tax at the prevailing rate as applicable from time to time shall deducted from Contractor's bill as per Income Tax Act and quoted rates shall be deemed to include this.

31.0 COMPLIANCE WITH LABOUR/INDUATRIAL LAWS.

Contractor shall at his own expenses ensure due compliance with all applicable and governing industrial laws, rules, regulations & byelaws both of the Central and State Governments and all other local authorities and shall keep the owners harmless and indemnified in respect thereof.

32.0 WORK CONTRACT TAX:

Deduction against work contract tax, as applicable due to statutory requirement from time to time, will be made from the bills depending on the contract value.

33.0 SPECIAL CONDITIONS TO PREVAIL OVER GCC:

In case of discrepancy between GCC and SCC, the Special Conditions of Contract shall prevail over GCC.

34.0 LABOUR LEGISLATION:

- a) It shall be the sole liability of the contractor including the contracting firm/company) to obtain and to abide by all necessary license/ permissions from the concerned authorities as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act. 1970.
- b) The contractor shall discharge obligations as per provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act.1952, the Employees State Insurance (ESI) Act.1948, the Contract Labour (Regulation and Abolition) Act, 1970 and inter state Migrant (Regulation of employment & conditions of service) Act,1979, the minimum Wages Act, 1948, the Payment of Wages Act, 1936 the workmen's Compensation Act, 1923 and other relevant, Rules and regulations enforced from time.
- c) The contractor shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to BCPL and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the prescribed dates. Every contractor shall submit the proof of depositing the employees and employers contributions. The contractor

shall also be responsible to pay any administrative/inspection charge thereof, wherever applicable, in respect of the personnel employed by him for the work of BCPL.

- d) The contractor shall regularly submit all relevant records/documents to BCPL representative for verification and upon such satisfaction only, BCPL will allow reimbursement of the amount paid.
- e) The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
- f) The contractor shall indemnify the company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
- g) The contractor shall ensure regular and effective supervision and controls of the personnel deployed by him and give suitable direction for undertaking the contractual obligation.
- h) The contractor should have own P.F. code issued by the concerned RPFC.
- i) Contractor should obtain W.C. policy for the persons to be deployed.
- j) Persons so deployed should be on the roles of the CONTRACTOR.
- k) The contractors shall also abide necessary instruction of maintaining proper health check-up of their employees and engaged manpower for which necessary certificate from competent medical officer shall be produced before commencement of work and rate should be inclusive of all relevant cost arising out of it.

35.0 IMPORTANT POINTS OF LABOUR LEGISLATION AND HEALTH SAFETY & ENVIRONMENT.

- a) The contractor shall obtain all necessary insurance policies covering all risks such as accidents, injuries and death caused to his employees or laborers or to third person including loss to the properties of owner/BCPL or to some other agency. The contractor shall the proof that he has purchased a insurance policy as mentioned above.
- b) The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infection disease. The contractor shall get examined his employees/workers through a Govt. doctor / Registered practitioner and produce the fitness certificate before deployment.
- c) The contractor has to comply and adhere with the fire prevention/ protection, safety rules, regulations and policies of the Company. The contractor shall provide cotton works were, safety shoes, blue helmet and other required personal protective equipments to the personnel so deployed at site.
- d) No employee or person of contractor (including contractor) is allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor shall have to charge/replace him failing which BCPL may terminate the contract.
- e) The contractor hereby agrees to indemnify owner/BCPL and harmless from al claims, demands, actions, cost and charges etc. brought by any court, competent authority/ statutory authorities against may act or act of the contractor or his workers.
- f) The contractor should produce the police verification of the character and antecedents of workers to be deployed by him from the place of present residence/domicile. In case any

worker is found having criminal record, he shall have to be immediately replaced without assigning any reason.

- g) Sub letting the work without prior written permission of BCPL is permitted. No contractor shall sub let assigns any work in part or whole to any firm, individual partnership firm, Pvt. Ltd., Company, Proprietorship firm etc. without the prior written permission of BCPL. In case the contractor sub lets assigns the contract in part or whole without the prior written permission of BCPL and any claim preferred by any firm/individual to BCPL that the main contractor has not paid his or their dues/payments, in that circumstance, 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.
- h) The contractor shall to obtain labour license from Assistant Labour Commissioner (Central), Dibrugarh to start with the work, if applicable.
- i) The contractor shall pay the wages at the rates to his laboures as per the minimum Wages Act as notified by the Regional Labour Commissioner (Central), Guwahati from time to time.
- j) The contractor shall have a Provident Fund Code allotted to him by the Regional Provident Fund Commissioner and submit a monthly challan copy of PF deposit.
- k) The contractor should have Workers Compensation's Policy for the persons so deployed to carry out the job.

OCCUPATIONAL HEALTH SAFETY AND ENVIRONMENT

1.0 SCOPE :

This specification establishes the occupational Health and Safety and Environment (HSE) management requirement to be complied with by the contractors while executing their job or during engagement by BCPL.

Requirement stipulated in this specification are in addition or are part of the necessary and relevant statutory legislations, acts and rules.

2.0 REQUIREMENTS OF HEALTH SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY BIDDERS.

- 2.1 Preferably the contract should have a documented HSE policy to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations. In any case BCPL OH&S and environment policy shall be abided by the contractor.
- 2.2 The contractor shall ensure the BCPL's Health, Safety and Environment requirements are clearly understood & faithfully implemented at all level, at sites.
- 2.3 The contractor shall promote and develop consciousness for health safety and environment among all personnel working for the Contractor Regular work site meetings shall be arranged on HSE activities to cover hazards involved in various operations during executing their jobs. Location of First Aid Box, trained personnel to give First Aid, Assembly points, Stand Ambulance or vehicle and fire protection measures such as Fire hydrant, water and fire extinguishers, information of use etc. shall be in the knowledge of all contract workers.
- 2.4 Non-conformance of HSE by contractor (including his Sub-contractors) as brought out during review/ audit by BCPL/ external agency authorized by BCPL, shall be complied by contractor and its report to be submitted to BCPL.
- 2.5 The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance of continuous failure in implementation of any of HSE provisions. BCPL may impose suspension / stoppage of work and a suitable penalty for non-compliance. The decision of suspension / imposing stoppage work, its extent & monitory penalty shall rest with BCPL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause and Contractor shall extend all necessary help and co-operation in this regard. Recommended corrective and preventative actions of findings should be complied by the contractors to avoid recurrence of such incidences.
- 2.7 The contractor shall ensure that all their staff and workers including their sub-contractors) shall wear Personal Protective Equipments (PPEs) such as Safety helmet, Safety shoes, Safety belt, protective goggles, gloves etc. by the personnel as per job requirements. All these gadgets shall conform to relevant is specifications or equivalent.
- 2.8 The contractor shall assign competent and qualified personnel for carrying out various tasks/ jobs as per requirement.
- 2.9 All equipments should be inspected and certified for its capacity and safe operation before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required contractor shall ensure that only the environment friendly materials are used.

- 2.11 All persons deployed at site shall be knowledgeable of and comply with the fire and safety, environmental law, rules & regulations relating to the hazardous material substance and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12 The contractor should obtain all work permits before start of activities (as applicable) and implement all precautions mentioned therein or otherwise.
- 2.13 The contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness etc.
- 2.14 If subletting is permitted then the contractor should carry out audits/ inspection/ supervision at sub-contractor works & submit the reports for BCPL review.
- 2.15 Above and all, the contractor or his personnel shall comply with all the required statutory acts, rules and regulations including transportation of hazardous material rules and regulation.

Note : the above conditions if not fulfilled may also result in cancellation of WORK.

MAKES OF CHEMICAL FOR PEST CONTROL WORK

Deltamethrin /MLO	Hoechest, Nocil, pil or equivalent makes
Baytex	Bayer or equivalent makes
Biocontrol B.T.3120	BAYER or equivalent makes
Pyrethrum	Bombay chemicals or equivalent makes
Malathion Technical 72	GARDA, CYNEMIDE, HINDUSTAN PESTICIDES or equivalent makes
Dusting/ Haxin	devidayall, hcl HAXIN DUST or equivalent make
Fipronil Gel	BAYAER/PESTICIDE, PIL UNITED PHOSPHAROS MAKE or equivalent makes
ChloroPyrifos	dionocil make, hll or equivalent makes
Dust/ Lindane	dividayal or equivalent make
Bro.cakes	PCI, GOOD NIGHT, Metro or equivalent makes
Gum pads	PCI or equivalent makes
Pest seal	PCI or equivalent makes
Carbolic ACID	PCI or equivalent
Pest seal	PCI or equivalent makes
Glyphosate 41% SL	Excel Crop Care Ltd; Monsanto India Ltd or equivalent makes

Name of the structure	Area in sq.m	Services to be provided				
		Cockroach control	Lizard control	Rat control	Mosquito control	Snake control
BCPL Plant						
1. Satellite Rack Room-1,2,3	4715	N	Y	Y	N	Y
2. LLDP extruder	1500	N	Y	Y	N	Y
3. PPU Extruder	1500	N	Y	Y	N	Y
4. Central Control Room	1800	N	Y	Y	N	Y
5. Utility Control Room	1450	N	Y	Y	N	Y
6. Sub stations 1 to 16	39278	N	Y	Y	N	Y
7. Captive Power Plant		N	Y	Y	N	Y
8 .Administrative Building	7470	N	N	Y	Y	Y
Canteen area and panel room	1000	Y	Y	N	N	N
9.Canteen sitting area	500	N	N	Y	Y	Y
Canteen kitchen	500	Y	Y	Y		Y
10.Central Lab Ground floor	800	N	N	Y	Y	Y
First floor	800	Y	Y	Y	N	N
11. Product ware house (BCPL Chemicals)	36800	N	N	N	N	Y
12. Central workshop	4290	N	N	Y	Y	Y
Canteen	200	Y	N	N	N	N
13. AFS (control room of fire dept. +store)	969	N	N	Y	Y	Y
14. MFS (control room of fire dept. +store)	1836	N	N	Y	Y	Y
15. Energy corridor gate	750	N	N	N	N	Y
16. Central ware house (Store of BCPL & EIL CHEMICALS * MACHINERIES)	5862	N	Y	Y	N	Y
17. Plant main gate	750	N	N	N	N	Y
18. EIL site office	583	N	N	Y	Y	Y
19. Chemical ware house	750	N	N	Y	N	Y
20. Teal storage	324	N	N	Y	N	Y
21. Catalyst storage	420	N	N	Y	N	Y
22. Bagging area 2 nos.	2040	N	N	Y	N	Y
23. ECU	74504	N	N	N	N	N
24. GSU	20000	N	N	N	N	N
25. LLDPE/HDPE	37500	N	N	N	N	N
26. PPU	10700	N	N	N	N	N
CISF township						
1. CISF barrack	180	Y	N	Y	N	Y
2. Substation	400	N	Y	Y	N	Y
3. CISF quarters (peripheral)	6000	N	N	N	Y	Y
BCPL township						
1. Bachelor hostel I (peripheral)	1250	N	N	N	Y	Y
Canteen	500	Y	N	Y	N	N
2. Bachelor hostel II (peripheral)	1350	N	N	N	Y	Y

Canteen	500	Y	N	Y	N	N
3. Guest house with canteen	1600	Y	Y	Y	Y	Y
4. Type B quarters - 6 blocks, 12 units per block (peripheral)	2400	Y	Y	Y	Y	Y
5. Type A quarters - 1 block, 12 units per block (peripheral)	278	Y	Y	Y	Y	Y
6. Type C quarters - 5 blocks, 12 units per block (peripheral)	2814	Y	Y	Y	Y	Y
7. Type D quarters - Duplex	989	Y	Y	Y	Y	Y
8. Civil estate office	64	Y	Y	Y	Y	Y
9. Substation	460	N	Y	Y	N	Y
10. Telecom room	23	N	N	Y	N	Y
11. Pump house	13	N	Y	Y	N	Y
12. Security gate house - 2 nos.	95	N	N	Y	Y	Y

Total area 278507

Note: Y- YES , N-NO

SCHEDULE OF RATE (SOR)

PART - II

PEST CONTROL SERVICE AT BCPL PLANT & TOWNSHIP FOR M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.

TENDER NO. BCPL/DIB/C&P/SER/20140153/SD (PART - II)

SL. NO .	SERVICE DESCRIPTION	AREA CONSIDERED (in Sq. m)	SERVICE PER YEAR	UNIT RATE (in RS..)		TOTAL AMOUNT
				IN FIG	IN WORDS	
1.	Cockroach , Red & Black Ants, Spider and Psocids Management Service:					
	Total control of Cockroach, Red & Black Ants, Spider and Psocids are included in this category. a) Intensive sprays on monthly basis, in drainage outlets and nooks and corners, Landscaped & External areas towards all the buildings. Spraying Deltamethrin 2.5% SC at a ratio of 25 ml. per liter of water. b) Supplying and application of Fipronil 0.5% based Cockroach Gel at the specified areas .The application will be directed to the harborages and in the area where water is not used on regular basis for cleaning and in the dark and dry area. Frequency of Application – Once in a month. Materials should not cross the expiry date (if any).	13008	12			
2.	Lizards Management Service:					
	Supply and application of Cypermethrin mixture with water or a mixture containing Cypermethrin & Pyrethrin for Lizards and other reptiles are included in this category. The chemical to be used for lizard control service shall be as follows: Cypermethrin mixture with water or a mixture containing Cypermethrin & Pyrethrin. The materials to be used at a ratio of 20ml.per liter of water for treatment. Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).	74166	24			
3.	Rodent Management service:					
	Total control of rats/mice/bandicoots and					

SL. NO	SERVICE DESCRIPTION	AREA CONSIDERED (in Sq. m)	SERVICE PER YEAR	UNIT RATE (in Rs..)		TOTAL AMOUNT
				IN FIG	IN WORDS	
	other rodents are included in this category. The treatment for rodent control shall be of both edible as well as stick-in type. The eatable type of chemical should be in the form of a cake or Granules on consumption of which the Rodent should die at an outside location. The stick-in type of treatment is to be placed in rodent bait stations at different areas of the sub-stations such that, any rodent etc. that may come inside cannot escape after coming into contact with the sticky glue. This will help in physical verification of actual movement of the rodents etc. a) Supply, placing and replacement of Baits at area specified. Baiting shall be done on the internal perimeter of the Boundary at a distance of 60 Foot, Bait stations to be placed and fixed into the pave by drilling, bait shall only constitute Bromodiolone 0.005% granules/ wax block formulation 75 grams per bait unit. b) Supply, placing and replacement of Baits as the same principle at external perimeters of all the buildings and the same rodenticide to be applied as a process of placing the bait stations by same manner the baiting distance shall be not far than 40 Feet and 75 grams per bait unit. c) Supply, placing and replacement of Ready to use Rodent glue traps of both sizes i.e. either 48RBGL Rat trap model or 99-72MB Mouse trap, in the inter perimeter of the main building at a distance not more than 20 feet. The specific trapping may be void of Bait stations but as and when required the bait station shall be planted. d) There shall be mentioned rodent glue traps at the common walls inside the strategic placement areas like duct entry, vent, service pipeline entry points, active rodent movement areas	96474	24			

SL. NO	SERVICE DESCRIPTION	AREA CONSIDERED (in Sq. m)	SERVICE PER YEAR	UNIT RATE (in Rs..)		TOTAL AMOUNT
				IN FIG	IN WORDS	
4.	Mosquito Management Service:					
	a) <u>Anti Larval Treatment</u> : Using laticidal insecticide such as Fenthion, Baytex, Temphos, BTI, Diesel etc in all stagnant water masses dirty flowing water, potable water, in ponds with a Weekly frequency. b) <u>Indoor Residual Spray</u> : Prophylactic treatment shall be carried out for adult mosquito control with Deltamethrin 2.5% SC in mosquito resting areas inside all the closed premises with every fortnight. c) <u>Thermal Fogging</u>: Hot Fogging needs to be carried out in all open areas, within bushes & shrubbery. The treatment needs to be carried out on weekly basis by using King Fog(Deltamethrin 1.25 ULV) d) <u>Cold Fogging / Misting</u>: Misting shall be carried out on weekly basis with Deltamethrin 2.5% SC	29715	26			
5.	Snake Management Service:					
	Prophylactic treatment for Snake management. a)Supply and application of Phorate granules by admixing with sand and then disburse to the outer periphery of the building. This will repel snake out of the premise. Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any). b)Supply and application of Carbolic acid to spray the outer periphery of the building which will act as repellent. Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).	138632	24			
6.	Spraying of antiweed chemical in pavements and pathways:					
	Spraying of high quality antiweed chemical for control of weed growth as per chemical guide lines. Proper cleaning of the area treated and disposal of the garbage at a distance as specified by EIC. Chemical to be used is Glyphosate .	13000	24			

SL. NO .	SERVICE DESCRIPTION	AREA CONSIDERED (in Sq. m)	SERVICE PER YEAR	UNIT RATE (in Rs..)		TOTAL AMOUNT
				IN FIG	IN WORDS	
	Chemical ratio =1ltr/10000 sqm. Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).					
GRAND TOTAL (in Rs..)						

Place:
Date:-

On Behalf of
Sign & Stamp