



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

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20140184/AR

Date: 20.05.2015

To,

**BID DOCUMENT FOR COMMISSIONING AND OPERATIONAL ASSISTANCE FOR
QUALITY CONTROL LABORATORY AT BCPL, LEPETKATA**

OPEN INTERNATIONAL COMPETITIVE BIDDING

Prepared & Issued By
Contract & Procurement Department
M/s. Brahma Putra Cracker & Polymer Ltd.
“Administrative Building”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel#+91-373-2914609

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

Amrisha Rajkhowa
Sr. Officer (Contracts & Procurement)
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[Website:bcplonline.co.in](http://bcplonline.co.in)

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

Project Site Office: Administrative Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, AssamTel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax) **Project Execution office:** 3rdFloor, GTI; 24, Sector-16A; NOIDA–201 301: Tel: 0120-2513102, 011-26185941(Fax)

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GLOBAL NOTICE INVITING TENDER (NIT)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system towards **Commissioning and Operational Assistance for Quality Control Laboratory at BCPL, Lepetkata** as detailed below in complete accordance with enclosed tender document:

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

1.2.1	Type of Enquiry, Mode of bid submission	Open Domestic Tender (Bid to be sent by post / courier or hand delivered).
1.2.2	Earnest Money Deposit / Bid Security (Refundable)	• INR 4,28,000/- for Indian Bidders • USD 6817.50 OR INR 4,28,000/- for Foreign Bidders
1.2.3	Bid Document No.:	BCPL/DIB/C&P/SER/20140181/AR
1.2.4	BIDDING DOCUMENT FEE (NON REFUNDABLE)	• INR 1500/- for Indian Bidders (in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam)) • USD 200 or INR 12400 for foreign bidders (in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam)) However, following shall be exempted from payment of tender fee : • The Government departments / PSUs • The firms registered with NSIC (under its Single Point Registration Scheme) provided they are registered for items they intend to quote against BCPL Tenders • Micro and Small Enterprises
1.2.5	Period of Contract	Period of Contract as per Special Conditions of Contract (SCC) Part-B.
1.2.6	Pre-Bid Meeting	30.05.2015 (if the particular day is a HOLIDAY at BCPL, Lepetkata the Pre-Bid will commence on next working day)
1.2.7	Last date and time for Submission of bid	19.06.2015 up to 14.30 hrs (IST)
1.2.8	Date and time for opening of un –priced bid at BCPL, Lepetkata	19.06.2015 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days).
1.2.9	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Venue for Opening	OFFICE OF THE DY. GENERAL MANAGER (C&P)

	of Un-priced bids	BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	Amrisha Rajkhowa, Sr. Officer (C&P) E-mail: arajkhowa@bcplindia.co.in Ph. No. +91-373-2914635/36

The complete bidding document is also available on the website of GAIL (www.gailtenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal, bidders and desirous to submit their bid on the basis of downloaded document shall pay cost of bidding document (Tender Fee) 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. Offers sent without payment of requisite tender fee will be ignored straightaway.

Bids are also available for sale at the office of DGM, C&P department as per the date mentioned above.

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

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

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

Earnest Money Deposit as specified.

EARNEST MONEY DEPOSIT:

- **INR 4,28,000/-** for Indian Bidders
- **USD 6817.50 OR INR 4,28,000/-** for Foreign Bidders

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of Crossed Bank Demand Draft / Banker's Cheque drawn on any Nationalized / Scheduled bank in favour of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam. *Small Scale Industries registered with NSIC under its Single Point Registration Scheme shall be exempted from submission of EMD/Bid bond provided they are registered for the items they intend to quote against BCPL tender. Micro and Small Enterprise shall be exempted from submission of EMD/Bid Bond. Earnest money / Bid Bond will also not be necessary for Procurement of materials, works and services from Public Sector Undertakings

Format of Bank Guarantee towards EMD is enclosed with tender.

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

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

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

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

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

BIDDERS ELIGIBILITY CRITERIA/ BID EVALUATION CRITERIA:

Technical Criteria:

A) The bidder must have executed at least one work order/contract of executed value not less than Rs. 1.07 crores for any of following:

- i) “Set up and commissioning of a Quality Control Laboratory”
And /or
- ii) “Providing manpower for analytical services in a Quality Control Laboratory for commissioning or normal operation of the process units”

The above job should be carried out in field of water / Hydrocarbon / polymers to any of the Petrochemical / Fertilizers / Gas or Naphtha based Power Plants / Petroleum Refineries / Gas processing plants in Govt. / PSU's / Private companies in preceding 7 years to be reckoned from the date of opening of unpriced-bids.

Bidder must submit the following documents in support of meeting the experience criteria during the preceding 07 years as detailed above at A :-

- i) Copies of Work Order /Service orders issued by client/end user indicating scope of work, date of award of contract and value of contract.
- ii) Completion/Execution Certificate in respect of work/service order mentioned above and it should clearly contain the work/service order reference no., executed value, actual date of completion etc. Also, the completion certificate/Client Certificate must clearly indicate Full address of Client officer issuing the certificate.

OR

B) The bidder should have a running NABL accredited testing laboratory in the field of petrochemical / chemical / polymer / hydrocarbon testing. The laboratory must have equipment namely Gas Chromatograph (GC), GC_MS, ICP, Melt Flow Tester, UV Visible Spectrophotometer, Viscosity System and HPLC.

Bidder must submit the following documents in support of meeting the experience criteria during the preceding 07 years as detailed above at B.

- i) NABL accreditation certificate and proof of having equipment.

Note:

All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be:

(i) **For Indian bidder:** duly certified/ attested by Chartered Engineer and notary public with legible stamp.

(ii) **For Foreign bidder:** duly certified/ attested by Chartered Engineer/ Licensed Professional Engineer/EurEta Registered Engineer/ Eur Ing or Equivalent Registered Engineer of bidder's country with legible stamp.

Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to technical BEC Apostille affixed by Competent Authorities designated by the government

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

Financial BEC:

Bidder shall meet the financial criteria under para 2.2.1 ,2.2.2 and 2.2.3 below

C) Minimum Annual Turnover of the bidder in any of the Three (3) preceding financial years (FY 2011-12, 2012-13 & 2013-14) shall be:

MINIMUM ANNUAL TURNOVER REQUIREMENT	
For Indian Bidders (In Lakhs INR)	For Foreign Bidders (In Thousands USD)
107	171

D) The Financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2013-14.

E) The bidder should have minimum working capital as mentioned below during the last audited financial year (FY 2013-14) :

MINIMUM WORKING CAPITAL	
For Indian Bidders (In Lakhs INR)	For Foreign Bidders (In Thousands USD)
21.4	34.2

If the bidder's working capital is inadequate, the bidder shall supplement this with a letter issued by his Banker having net worth not less than Rs.100 Crore or US \$ 22 Million conforming the availability of line of credit to meet the specified working capital.

Note:

For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC):

(i) **Indian bidder:** shall submit “Details of financial capability of bidder” in prescribed format duly signed and stamped by a chartered accountant. **The prescribed format is attached as Annexure Z.**

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

(b) **Foreign bidder:** shall submit “Details of financial capability of bidder” in prescribed format duly signed and stamped by a chartered accountant. **The prescribed format is attached as Annexure Z.**

Further, copy of audited annual financial statements submitted in bid shall be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in bidder’s country. However, member countries of Hague Convention 1961, supporting document pertaining to financial BEC Apostille affixed by Competent Authorities designated by the government .

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

Non submission of above attested copies of the requisite certificates / documents shall render the bid non responsive and shall be liable for rejection.

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

- **Attested copies of all the relevant documents viz. Work Order(s), Execution/completion Certificate(s), Annual Report / Balance Sheet and Profit & Loss Account and other documents as mentioned in BEC.**
- **Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.**
- **Attested copy of P. F. certificate.**
- **Attested copy of service tax registration 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.**
- **Attested copies of all the relevant documents in support of SSI, MSE unit.**

If a bidder furnishes foreign Work Order for compliance of BEC, date of Work Order shall be considered for exchange rate and the bidder shall provide the value in INR accordingly.

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

2) **TECHNICAL SPECIFICATION :**

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

3) **SERVICE TAX: -**

Refer ITB.

4) **TENDER FEE:**

Payment of Tender Fee/ Bid Document Fee for amount as mentioned above shall be submitted through Demand Draft OR Crossed Bank Draft having a 03(Three) months validity from a first class international bank or an Indian Nationalized Bank, in favour of Brahmaputra Cracker & Polymer Ltd payable at State Bank of India, Lepetkata (Branch Code 12261), Dibrugarh(Assam). The original **Tender Fee must reach us on or before final due date of Technical Bid Opening** failing which bid will not be opened/ignored straightway.

5) **PRE-BID MEETING:**

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

b) The bidder is requested to submit their queries /clarifications in the Format F7of SECTION IIB of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.

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

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

6) **CONTRACT SCHEDULE:**

As per SCC part - B

7) **VALIDITY PERIOD OF OFFER:**

As per ITB

8) **VAT / CST No:**

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

9) **SECURITY DEPOSIT:**

Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments.

Above mentioned Security Deposit to be submitted either in the form of BG or DD within 15 days of receipt of LOA/ LOI. Format of Bank Guarantee towards security deposit as performance bank guarantee is

enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of CONTRACT. (To be read in conjunction with GCC- Clause No. 24)

Micro and Small Enterprise shall not be exempted from submission of Security Deposit.

10) FIXED PRICE:

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

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

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

12) 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:

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.

The quoted prices against various items shall valid in case of splitting of quantities of the items as above.

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

Documentary evidence that the bidder is a Micro or Small Enterprises registered with Page 8 of 69

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.

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.

If against an order placed by BCPL ,successful bidder(s)(other than Micro/Small Enterprise)is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro,Small and Medium Enterprises with prior consent in writing of

the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

13) ORDER OF PRECEDENCE:

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

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

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

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BCPL may 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.

GENERAL

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

Consignee Address:

Office of the Dy. General Manager (C&P)
Administrative Building, Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata, District – Dibrugarh, Assam, India PIN – 786006
Tel-0373-2914609

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

Yours faithfully,

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

Amrisha Rajkhowa

Sr. Officer (Contracts & Procurement)

E-Mail: arajkhowa@bcplindia.co.in

Ph no: 0373-2914635/36

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

YEAR	AMOUNT(CURRENCY)
Year1:	
Year2:	
Year3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm:
Chartered Accountant
Date

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

Instructions:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140184/AR

**COMMISSIONING AND OPERATIONAL ASSISTANCE FOR QUALITY CONTROL
LABORATORY AT BCPL, LEPETKATA**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 19.06.2015

Date and time for opening of bids: 15.00 hrs (IST) on 19.06.2015

From:

To:

	CONTRACT & PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914635/636
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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Date and time for opening of bids: 15.00 hrs (IST) on 19.06.2015

From:

To:

	CONTRACT & PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914635/636
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(To be pasted on the outer envelope containing envelopes Part-II)

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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

As mentioned in NIT covering letter of tender document.

4. One Bid per participant

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

5. Cost of Bidding

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

6. Site Visit

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

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

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

7. TAXES AND DUTIES

7.1 SERVICE TAX

FOR INDIAN BIDDERS

- Service Tax is payable extra on submission of proper cenvatable invoice as per Service Tax Rules. Present Rate of applicable Service Tax is 12.36%.

In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.

- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.

- The bid rates should be inclusive of all taxes & duties applicable during the contract period except Service Tax and Education Cess thereon. Service Tax and Education Cess thereon to be quoted separately in percentage as well as its total amount in SOR and same shall be reimbursed wherever service provider is liable to pay service tax on submission of documentary evidence /invoice(s) as per Rule 4A of Service Tax Rule, 1994.

- The contract is treated as Service contract and value of Service portion is determinable, therefore, applicable rate of Service Tax is 12.36% %. However, the bidder is free to quote any other rate of service Tax provided the same must be in line with the provisions of Service Tax Law in India. However, the bidder is requested to ensure applicability of quoted Service Tax as per nature of job before quoting and any difference payable on account of wrong Service rate shall be on the scope of the bidder.

- If bidder wants to quote rate of Service other than 12.36% % on service portion, then below mentioned provision will be applicable and the same has to be confirmed by the bidder in Agreed Terms and Conditions.

(a) In case a bidder does not indicate the rate & amount of service tax in the SOR or makes any other statement (e.g. “NIL”, “Inclusive”, “Kept as Blank” etc.), their quoted price shall be considered inclusive of service tax at the rate applicable at the time of bid opening (i.e. presently @ 12.36% %). The job shall be awarded accordingly to the L-1 bidder after reduction of the applicable service tax amount ascertained in this regard.

(b) In case a bidder indicates the rate & amount of service tax in the SOR as “Extra at Actuals” their quoted price shall be evaluated after loading of service tax at the rate applicable at the time of bid opening without any abatement (i.e. presently @ 12.36% %), which will be completely sole discretion of BCPL.

(c) In case the bidder quotes any other rate which is less than prevailing rate as per service tax rules by virtue of any abatement/ exemption then the bidder shall make note of such abatement/ exemption in SOR, else their quoted price shall be evaluated after loading of service tax at the rate applicable without any abatement (i.e. presently @ 12.36% %), at the time of bid opening instead of lower rate of service tax as quoted by the bidder, which will be completely sole discretion of BCPL. However reimbursement of service tax will be restricted to the rates as quoted by bidder in percentage as well as its total amount in SOR, and contractor shall be liable to pay differential service tax at its own to government department. During the execution of the contract, (BCPL may ask for copy of challan to ensure the payment by contractor of such differential service tax)

(d) In case, rate of service tax quoted by bidder is higher than maximum applicable rate as per prevailing service tax rules, it shall be restricted to the prevailing maximum rate (i.e. presently @ 12.36%), for reimbursement purpose, and in the same line for evaluation purpose also the prevailing maximum rate (i.e. presently @ 12.36%) shall only be considered. The Higher rate of service tax quoted by bidder as stated above in percentage as well as its total amount in SOR shall be termed as void, and not be considered in any case, which will be completely sole discretion of BCPL.

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

Submission of CENVATBLE INVOICES:

a) Bidders are advised to ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.

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

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

NOTE:

Bidders are advised to ensure timely submission of correct invoice(s) with all required supporting Document maximum within 4 months from date of issue of invoice, bill or challan as the case may be to enable BCPL to avail CENVAT credit.

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

FOR FOREIGN BIDDERS:

As per Service Tax rules, for Services received by BCPL in Taxable Territory of India from a Service Provider from outside the taxable territory of India, who does not have any fixed establishment or permanent address for providing taxable services in India, the liability to pay Service Tax lies with BCPL. Therefore, such Bidder shall not include Service Tax in the quoted prices, but shall submit a declaration to the effect that they do not have any fixed establishment or permanent address for providing services in India. However, at the time of evaluation, Service Tax as applicable shall not be loaded on the portion of services which attract Service Tax as the same falls under 'import of service' and OWNER shall avail benefit of Cenvat Credit for the amount of service tax paid for various input services provided by the contractor.

7.2 INCOME TAX & OTHER TAXES :

- a) Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time & TDS Certificate shall be provided.
- b) Corporate Tax Liability if any shall be to Contractor's account.

PAN No. For Foreign Bidders: Bidders whose receipts are subject to tax deduction at source shall furnish PAN no.

7.2.1 Particulars to be furnished by foreign bidders (non-residents as per Income Tax Act, 1961):

Foreign bidders should invariably submit (alongwith their bid) the following particulars, which are required to be furnished by BCPL to Income Tax Department for complying with the requirements for making remittances to nonresidents as per Income Tax Act, 1961 (as amended from time to time):

- (i) Whether the non-resident has a Fixed Place Permanent Establishment (PE) or a Dependant Agency PE in India, in terms of the Double Taxation Avoidance Agreement (DTAA) between India and his country of tax residence through which the non-resident carries on business activities in relation to its engagement by BCPL and if, yes, address of the Fixed Place PE or name & address of the Dependant Agent?
- (ii) Whether by carrying on activities in relation to its engagement by BCPL, the non-resident constitutes an Installation/Construction PE or a Service PE in India in terms of the DTAA between India and his country of tax residence?

- (iii) If the non-resident has PE in India, whether the remittances to be made to him under his engagement by BCPL are attributable to such PE?
- (iv) If the remittances to be made to the non-resident under his engagement by BCPL are attributable to a PE which it has in India, what quantum of the profits resulting to the non-resident from his engagement by BCPL, can be said to be attributable to the role played by the PE, and the basis of arriving at such quantum?
- (v) If no part of the remittances to be made to the non-resident under his engagement by BCPL is attributable to a PE which it has in India, what are the reasons for the same?
- (vi) Non-resident's complete address (not necessarily in India).
- (vii) If the non-resident has an Indian Income Tax Permanent Account Number (PAN), what is that PAN?
- (viii) Country of tax residence of the non-resident supported by a Tax Residency Certificate from the tax authorities of that country or the nonresident's own certificate (only if it is not possible for the non-resident to obtain & submit Tax Residency Certificate to BCPL within a reasonable time).
- (ix) Country which can be called the non-resident's principal place of business. This could be the same as his country of tax residence or different depending on facts.
- (x) Non-resident's e-mail address.
- (xi) Non-resident's phone number with International Dialing code.
- (xii) Whether the non-resident is constituted as a company, a partnership firm, or any other form of business organization.

In addition to above particulars, the bidder should also provide any other information as may be required later for determining the taxability of the amount to be remitted to the non-resident. Further, the bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, alongwith full details.

7.3 Taxes, Duties And Levies In Foreign Countries

The Contractor shall accept full and exclusive liability at his own cost for the payment of any and all taxes, duties, cesses and levies howsoever designated, as are payable to any government, local or statutory authority in any country other than India as are now in force or as are hereafter imposed, increased or modified and as are payable by Contractor, his agents, Sub-Contractors and its/their respective employees for or in relation to this performance of this contract. The Contractor shall be deemed to have been fully informed with respect to all such liabilities and considered and included the same in its bid and the quoted price shall not be varied in any way on this account.

7.4 Withholding, Accounting And Tax Requirements

The CONTRACTOR shall withhold from wages and salaries of its agents, servants or employees all sums required to be withheld by the laws of India, and to pay the same promptly and directly when due to the proper authority (ies).

The CONTRACTOR further agrees to comply with all accounting and reporting requirements under the laws of India, and to pay and bear the cost of such compliance. Upon request by the OWNER, the CONTRACTOR will furnish OWNER evidence of payment of applicable withholding taxes in India.

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 (NIT)
Section II. Instructions to Bidders (ITB)
Section III. Special Conditions of Contract, Scope of Work
Section IV. General Conditions of Contract and
Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

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

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

EMD / BID BOND as specified

TENDER FEE

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

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

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

iv) Organization details:

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

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

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

v) All formats mentioned in Section: IIB

Any other information/details required as per bid document.

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

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

Part-II price Bid

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

13. Bid Prices

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

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

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

13.4 All duties and taxes including Excise duty, Sales tax, VAT, Entry tax, Custom duty, CVD, additional CVD, Work Contract tax, Turnover Tax and other levies or any other statutory payments payable under the Contract or for any other cause by the Contractor except Service Tax and Cess shall be included in the rates / in total bid price submitted by the bidder. Service Tax shall be indicated extra (in conjunction with clause 41 of ITB) in SOR.

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 except statutory variations in Service Tax as mentioned below Statutory variations in Service tax during the contract period including extended, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to BCPL. However, any increase in the rate of these taxes and duties beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to BCPL.

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.

13.9 Owner/BCPL will reimburse the service tax to the Contractor at actuals against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case of any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.

13.10 Where the Foreign Bidder decides, because of various constraints of distance, unfamiliarity with local conditions and lack of any established branch office in India, to quote on the basis of tie up with capable Indian Sub-Contractor acceptable to Owner for the portion of activities/site work to be undertaken in India or decided to supply certain service/ goods from India, they may do so provided their Bid is submitted with unit responsibility with prime Foreign Bidder only.

13.11 Foreign Bidder shall be involved & participate in all site activities to be carried out in India as per Scope of Supply & Work. The quoted prices shall be inclusive of Bidder's to and fro visits to India & all expenses occurred by Bidder in India or Outside India, till complete handing over of system to BCPL.

14. CURRENCIES OF BID AND PAYMENT

14.1 Indian bidders may submit bid in Indian Rupees and receive payment accordingly.

14.2 Foreign bidders may submit bid in the home currency of bidder's country or US\$/EURO/INR.

14.3 A bidder expecting to incur a portion of his expenditure in the performance of Contract in more than one currency (limited to maximum two currencies) (without prejudice to the provisions of Clause 14.2) and wishing to be paid accordingly shall indicate the same in the bid. In such a case, the bid shall be expressed indifferent currencies with the respective amounts in each currency together making up the total price.

14.4 Currency once quoted will not be allowed to be changed. PURCHASER shall not be compensating for any exchange rate fluctuation. Accordingly, payment shall be made on the basis of conversion of foreign currency into Indian Rupees as per foreign exchange rate considered on one working day prior to priced-bid opening. The payment shall be made to foreign bidders in currency quoted based on the rates converted for the purpose of evaluation in Indian Rupees.

15. Bid Validity

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

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

16. Bid Security

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

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

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

16.4 The bid security in US Dollars for bidders quoting in foreign currency and Indian Rupees for bidders quoting in Indian Rupees shall be in the form of Demand Draft/ Banker's Cheque in favour of Brahmaputra Cracker and Polymer Ltd, payable at State Bank of India, Lepetkata (India) (issued by Indian Nationalized / Scheduled bank or first class International bank) or in the form of Bank Guarantee as per format enclosed in the Bidding Document.

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 OR equivalent in foreign currency 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.

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

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

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

16.7 The bid security may be forfeited:

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

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

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

17. Pre-Bid Meeting

- a) Bidder who purchased the bids prior to Pre-bid will be given preference for queries & bidders should send the queries in email arajkhowa@bcplindia.co.in before 2 days of the pre-bid meeting.
- b) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- c) The bidder is requested to submit their queries /clarifications in the Format F7 of SECTION IIB of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.

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

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

19.2.14 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. Agent/consultant/Representative/ Retainer/Associate : NOT APPLICABLE

21. 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.

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/unpriced 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 + TENDER FEE in original .

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

25.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or

"withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

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

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

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Unpriced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

26.2.3 Bids shall be evaluated on overall basis including all taxes and duties but excluding service tax. The bidders are required to provide cenvat invoice (to the extent possible) to enable BCPL to avail Cenvat benefit. Evaluation methodology is as per ITB Clause 32

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

- (c) meets the Bid Evaluation Criteria;
- (d) has been properly signed;
- (e) is accompanied by the required securities;

- (f) is substantially responsive to the requirements of the bidding documents; and
- (g) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to Sub-Clause 29.2.

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

A material deviation or reservation is one

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

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

30. Correction of Errors

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

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

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

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

31. Conversion to Single Currency for Comparison of Bids

To facilitate evaluation and comparison, the PURCHASER will convert all bid prices expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bills selling exchange rate declared by the State Bank of India on the working day prior to priced bid opening.

32. Evaluation and Comparison of Bids

The evaluated price shall be worked out considering the following:

Indian Bidder:

32.1 The total prices for complete scope of services in SOR on overall basis inclusive of Service Tax minus CENVAT benefit passed on to BCPL shall be taken into consideration for evaluation and comparison purpose

Foreign Bidder:

32.2 The total prices for complete scope of services in SOR on overall basis inclusive of Service Tax minus CENVAT benefit passed on to BCPL shall be taken into consideration for evaluation and comparison purpose

Notes:

32.3 Bidder's prices will be converted to Indian Rupees at the Bills selling exchange rate declared by State Bank of India on the day prior to Priced Bid Opening for the purpose of evaluation of prices.

32.4 The Domestic bidders are required to provide cenvat invoice to enable BCPL to avail cenvat benefit, for amount indicated in Price Bid, failing which payment will be done after deduction.

32.5 Services provided by foreign bidders who do not have any fixed establishment or permanent address for providing taxable services in India falls under 'import of service' and hence, BCPL shall avail benefit of Cenvat Credit for the amount of service tax paid for various input services provided by the contractor and hence evaluation shall be done taking into consideration of cenvat benefit.

32.6 Purchaser will issue concessional forms to Indian Bidders for availing concessional rate of Sales Tax both for Central Sales Tax, thus sales tax quoted by the bidder must be indicated in Price Schedule considering issuance of Form -C.

32.7 If there is statutory change in taxes, duties; for the purpose of evaluation, the prevailing rates of taxes and duties (including Customs duty and other import duties) as applicable on final bid due date of submission of Un-priced bids shall be considered.

32.8 However, order shall be issued based on the prevailing rates of taxes and duties as applicable as on date of issuance of order. For domestic bidders, in case of any statutory increase in rate of Excise duty (i.e. ED & Cess in finished products and not the CVD/ED on raw material) and Sales Tax/VAT, except due to change in turnover of bidder; within the Contractual delivery period shall be borne by BCPL.

32.9 Bidder must furnish all break-up of quoted rates in price schedule format, If any data/detail is left blank, the same shall be considered included in the quoted price. If charges for Freight is mentioned by Indian Bidder as "extra at actual"/"To pay basis" etc., such bids shall not be considered for further evaluation, as price comparison of such bid is not possible.

32.10 Any other charges, taxes, duties etc. applicable till complete execution of purchase order, if provisions for which is/are not made in Price Schedule format or in tender document, shall be considered included in the price schedule.

32.11 The total prices for complete scope of services in SOR on overall basis inclusive of Service Tax shall be taken into consideration.

32.12 For evaluation and comparison purpose total CENVAT amount as confirmed by bidder shall be deducted from total prices.

32.13 *In case more than one bidder is tied up at one position based on evaluated price, then lowest cost bidder shall be shortlisted using following tie breaker criteria in the order of sequence (i.e. criteria no. 2 will be applied only in case there is still a tie after criteria no.1):*

Criteria No. 1 - The bidders who have got the higher turnover in Financial Year 2013-14.

Criteria No. 2- The bidders who have got the higher working capital (without taking into consideration of letter of credit submitted from bank) in Financial Year 2013-14.

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

NOT APPLICABLE

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

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

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

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

40. Contract Performance Security

As Per NIT and SCC Part -B

41. Corrupt or Fraudulent Practices

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

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

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

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

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

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

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

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

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

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

42 Misc.

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

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

43 Errant Bidder

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

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

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

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

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

1-7 E-mail address, _____

1-8 Website:: _____

1-9 Fax Number: _____

1 Bidder Name (WO/Order will be issued in this name): _____

2 Number of Years in Operation: _____

3 Registered Address: _____

City _____ District _____ State _____ PIN/ZIP _____

Phone No. _____ FAX _____

Mobile No./Direct No. _____ e-mail _____ website _____

4 Operation Address (if different from above):

City _____ District _____

State _____ PIN/ZIP _____

Phone No. _____ FAX _____

Mobile No./Direct No. _____

5 In case of successful bidder, Order will be issued to address mentioned at Sl No. 4 [] /

5 [] above (please tick mark in appropriate box).

6 Status of Firm/Bidder :

Sl No. Type of Firm Yes/ No Name of Owner/ Partners /Director(s)

(i) Proprietorship

(ii) Partnership

(iii) LLP

(iv) Private Limited

(v) Public Limited

(v) PSU/Govt Dept. Not Required

(vi) Any other

7 Bidder must submit relevant document in support of above viz. Copies of partnership deeds (in case of partnership /LLP firm), Affidavit or self-declaration on letter head (in case of Proprietorship firm), Memorandum and Articles of Association & certificate of Incorporation (in case of Private /Public Limited company) and certification from competent person on their letter head (in case of PSU/Govt. Dept.) etc.

Submitted Following document(s):

(i) _____

(ii) _____

(iii) _____

8 ISO Certification, if any (If yes, please furnish details alongwith documentary evidence):

9 Details of Executed Order(s) for BCPL _____ (PO/Order Reference)

10 Whether registered with MSME (SSI) ...Micro/Small/Medium

(if Yes, please furnish documentary evidence as per Clause No. 16.9 of ITB)

11 Whether NSIC registered

(if Yes, please furnish documentary evidence as per Clause No. 16.9 of ITB)

12 Bank Name and A/c Details _____

13 Excise Registration number : _____

14 Excise Range : _____

15 Excise Division : _____

16 Excise Collectorate : _____
17 Service Tax Registration No. : _____
18 CST/Local ST/VAT No. : _____
19 PF Registration No. : _____
District & State of PF Registration: _____
20 PAN No. : _____

Only Foreign bidders:

21 Bank Details :
Name & Address of Bank:
SWIFT:

BID FORM

F2

**To,
Dy. General Manager(C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +913732914609**

Dear Sir,

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

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

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

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

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

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

SEALAND SIGNATURE

DATE:

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

(SIGNATUREOFWITNESS)

WITNESSNAME:

ADDRESS:

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

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

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

POWER OF ATTORNEY **F-5[B]**
(To be submitted on the letter-head of company)

To,
Sr. Officer (C&P)
BCPL

“The undersigned _____ (Name of LEGAL PERSON with designation i.e. CEO/C&MD/Director/Company Secretary/any other authorized person) is lawfully authorized to represent and act on behalf of the company M/s _____ (Name of bidder) whose registered address is _____ and does hereby appoint Mr./Ms _____ (name of authorized person signing the bid document) _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both digitally and manually), conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company in connection with the tender no. _____ for supply of _____.

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney shall remain valid and in full force and effect before we withdrawal it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person herein shall not be invalid because of such withdrawal.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON/(S) WHO WILL SIGN BID

(Name of person)

E-mail id:

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

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

BIDDER'S QUERIES FOR PRE-BID MEETING

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

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

SIGNATURE OF BIDDER: __

NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

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

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

SEAL AND SIGNATURE OF BIDDER

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

To:

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

Dear Sirs,

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

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

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

Yours faithfully,

 Bank
 By its Constituted Attorney

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

DECLARATION

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

Dear Sir,

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

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

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

Place:	[Signature of Authorized Signatory of Bidder]
Date :	Name:
	Designation:
	Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Sr. Officer (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

SUBJECT:

Dear Sir,

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

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

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

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

B) Details of Contact person:

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

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

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

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

its successors and permitted assignees) of the one part and BCPL hereinafter called the “EMPLOYER” (which
term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the
other part. WHEREAS

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

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

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

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

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

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

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby
agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for

the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. A N D

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

Signed and delivered for and on
behalf of the EMPLOYER.

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

BRAHMAPUTRA CRACKER & POLYMER LIMITED (NAME OF THE CONTRACTOR)

Date: _____
Place: _____

Date: _____
Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

**BRIEF SUMMARY OF AGREED TERMS & CONDITIONS
[FOR INDIAN BIDDERS]**

Bidder M/s.
Offer Ref.

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

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

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

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

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

AGREED TERMS AND CONDITIONS-FOREIGN BIDDER

(Bidders must confirm / comment to all points)

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE
	Bid validity (04 months) form the due date of bid opening	
1.0	Bidder's General Information	
1.1	Bidder's Name (WO will be issued in this name)	
1.2	Complete Address	
1.3	Contact Details (Phone, Fax and e-mail ID)	
2.0	Tender Fee Details	
2.1	Tender Fee Amount	Rs./(Currency)
2.2	DD No & Date	
2.3	Bank's Name & Branch Address	
2.4	Validity of DD	
2.5	Date on which Original Tender Fee submitted to BCPL	<Date> If sent by Courier, please mention Courier Co Name, Tracking No etc., hereunder:
3.0	EMD/Bid Security Details	
3.1	EMD Amount	Rs. /(Currency)
3.2	BG/DD No & Date	
3.3	Bank's Name & Branch Address	
3.4	Validity of BG/DD	
3.5	Date on which Original EMD submitted to BCPL	<Date> If sent by Courier, please mention Courier Co Name, Tracking No etc., hereunder:
4.0	BID EVALUATION CRITERIA (BEC) [Refer Appendix I to IFB]	
4.1	List of Documents submitted against Technical Criteria (duly attested/ certified as mentioned in NIT)	
4.2	List of Documents submitted against Financial Criteria (duly attested/ certified as mentioned in NIT)	
5.0	SUBMISSION OF FOLLOWING ESSENTIAL ORIGINAL DOCUMENTS AS PER CL NO. 9.2 OF IFB [WITHIN 7 DAYS FROM TENDER OPENING]	
5.1	Copy of Tender Fee	
5.2	Original EMD/Bid Security	
5.3	Original Power of Attorney (in format F 5b)	
5.4	If sent by Courier, please mention Courier Co Name, Tracking No etc.,	
6.0	ACCEPTANCE TO REJECTION CRITERIA OF TENDER DOCUMENT [Yes/No]	
6.1	Confirmation that quoted prices will remain firm and fixed till complete execution of the order.	

6.2	Submitted Tender Fee and EMD	
	[In case of exemption, sufficient documentary evidence must have been submitted]	
6.3	All document submitted on BCPL's e-tendering portal	NOT APPLICABLE
6.4	No Deviation(s) taken against "Scope of Work" & other terms and conditions of Tender Document, it corrigenda/addenda, if any.	
6.5	Rates are quoted in Price Bid exactly in the format as provided in tender document and with all break-up as asked therein.	
6.6	Accepted Contract Period as per Tender Document & its Corrigendum (if any)	
6.7	Accepted Bid Validity as per Tender Document & its Corrigendum (if any)	
6.8	Accepted Performance Bank Guarantee / Security Deposit as per Tender Document & its Corrigendum (if any)	
6.9	Accepted Payment Terms as per Tender Document & its Corrigendum (if any)	
6.10	Acceptance to any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the said clause lead to rejection of the bid	
7.0	SUBMISSION OF FOLLOWING ESSENTIAL DOCUMENTS IN "PART-I : UN-PRICED BID":	
7.1	Bid Covering letter	
7.2	Submitted form F1 within 7 days of receipt of NIT/ Tender Information.	
7.3	Form F2 duly filled	
7.4	Submitted form F3 before pre-bid meeting	
7.5	Form F4 duly filled	
7.6	Form F5 (A) duly filled	
7.7	Form F5(B) duly filled	
7.8	Form F6 duly filled	
7.9	Form F7 duly filled	
7.10	Form F8 duly filled	
7.11	Any other Forms/formats duly filled-up in all respects	
7.12	Uploaded/Submitted "SOR" format with rates Blanked-out (i.e. price schedule format without the prices/rates but mentioned QUOTED/NOT QUOTED in all relevant boxes)	
7.13	Complete Tender Document alongwith its Corrigendum/Amendment etc., signed and sealed	
8.0	ACCEPTANCE TO OTHER ESSENTIAL CRITERIA OF TENDER DOCUMENT AND SUBMISSION OF INFORMATION/DETAILS:	
8.1	Confirm that you have quoted for the entire scope of work as specified in the BID Document.	
8.2	Comprehensive Insurance: Prices quoted must include all insurance for its Man & Machines till complete Hand-over of Equipment to Purchaser at Site.	As applicable
8.3	Bidder confirms that bidder have quoted Lump-sum Amount for entire scope of work.	
8.4	Site Work: Please confirm the following: Confirm that quoted prices include Works Contract Tax.	Not applicable

	Owner shall not pay any variation including statutory variation. Any extra implication due to wrong assessment and/ or selection of mode of ordering shall be borne by you. Confirm acceptance.	
	WCT at source will be deducted as per statutory provisions and TDS certificate will be issued for the same by Owner. Confirm acceptance.	
8.5	Confirm acceptance to Fall Clause as per tender document.	NOT APPLICABLE
8.6	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given/confirmed herein above shall prevail.	
8.7	Confirmation of acceptance to the terms and conditions of tender document including it's Corrigenda/Addenda, if any, in totality.	
8.8	Confirm documentation charges as per tender document are inclusive in your quoted prices.	
8.9	Furnish the currency of quote	
8.9	Please provide following information for payment:	
(A)	Name of Bank:	
(B)	Address of Bank:	
(C)	SWIFT:	
(D)	Account No:	
(E)	IBAN Code:	
8.10	All Bank Charges and Stamp Duties payable outside India in connection with payments to be made under the Contract shall be borne by the Vendor/supplier and within India will be borne by BCPL.	
8.11	I) Confirm Documentation & Testing charges as per Technical Specifications/Bid Document are inclusive in your quoted prices. II) Inspection (and associated charges) shall be carried out as per terms and conditions mentioned in the bid document. Confirm un-conditional acceptance to the same.	I)..... II)
8.12	Direct offer will only be considered. In case the bidder has Agent/ Representative/Liaison office in India, please provide the details of the same as per enclosed format.	
8.13	Confirm that none of Bidder's Directors is a relative of any Director of Owner or the bidder is a firm in which none of Director of Owner or his relative is a partner.	
8.14	Confirm that you have not been banned or de-listed or Blacklisted or put on Holiday list by any Government or Quasi-Government agencies or Public Sector Undertakings/PMCs of BCPL (i.e. M/s EIL, Mecon, Tracabel & J P Kenny). If you have been banned or de-listed by any of above, please mention details of the same. Please note that BCPL may not consider bid of such bidder(s) for further evaluation.	
8.15	Confirm that bidder is not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'. If same is	

	noticed/ found in future, the Bid submitted may be rejected / terminated at any stage.	
8.16	Confirm that the contents of the Tender Document, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted shall be liable for rejection at any stage.	
8.17	Confirm that all Documents submitted in the bid, confirmations and information provided in the bid by bidder are true and genuine. In case, it is found that the document are forged, not genuine and any information as provided in bid is incorrect, the bid submitted shall be liable for rejection at any stage. Apart from that BCPL may put name of such bidder on holiday/blacklist as per its prevailing policy.	
8.18	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
9.0	Seller's Offer Ref No. & Date	
	Name of Person authorized for digital signature of offer and for any subsequent communication(s) & decision in tendering process (ensure to furnish Power of Attorney on company letter head in the name of this person duly signed by Competent Person/MD/Chairman/Director/Proprietor/Partner etc.)	
	e-Mail ID & Contact information of person	
	Sl. No. of Digital Signature	
	Validity of Digital Signature	

Place:
Date:
Designation:
Seal:

[Signature of Authorized Signatory of Bidder]
Name:

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

(To be provided on Bank's letter head)

Bidder's Name:
Tender No.:

Date:

To
Brahmaputra Cracker and Polymer Limited
Lepetkata , Dibrugarh-786006

Dear Sir,

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

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

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

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores OR equivalent in foreign currency .

Yours truly

For.....

Authorized signatory)
Name of the signatory
Designation

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

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

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

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

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

2.0 LOCATION:

Refer SCC-Part B

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

As per (SCC) Part-B.

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

5.0 TERMS OF PAYMENT:

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

6.0 EARNEST MONEY:

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

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

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

7.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

Refer ITB

9.0 SECURITY DEPOSIT:

Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value (exclusive of taxes and duties) in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments.

- 9.1 Above mentioned Security Deposit to be submitted either in the form of BG or DD within 15 days of receipt of LOA/LOI . Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03

months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24)

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

9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond expiry of contract period.

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

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

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

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

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

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

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

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

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

12.0 MEASUREMENT OF WORK:

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

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

13.0 DEFECT LIABILITY PERIOD:

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

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

of the work so as to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.

- 14.3 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.0 SCHEDULE OF RATES:

- 20.1 The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.

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

21.0 COMPENSATION FOR DELAY:

As per GCC.

22.0 TERMINATION OF CONTRACT:

As per GCC.

23.0 CONTRACT AGREEMENT:

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

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

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

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

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

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.0 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

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

- 31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 31.3 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
- 31.4 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 31.4.1 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 31.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 31.7 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 31.8 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 31.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 31.10 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 31.11 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.
- 31.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.

- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 31.20 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 31.22 All types of transport connected with the work shall be in the scope of the contractor.
- 31.23 Suitable site office space may be provided by BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 31.25 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 31.28 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

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

33.0 ARBITRATION CLAUSE:

- 33.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 33.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 33.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to he 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 and 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:

Not Applicable

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

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

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

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

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

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

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

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

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

38.1 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.

39.0 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 Tax 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.

SPECIAL CONDITIONS OF CONTRACT –PART B

SPECIAL CONDITIONS OF CONTRACT

&

SCOPE OF WORK

SPECIAL CONDITION OF CONTRACT
(SCC PART-B)

SUBJECT: SAMPLE TESTING SERVICES ON THE BASIS MANPOWER AT QUALITY CONTROL LABOTORY AT BCPL, Lepetkata.

- (1) The scope of work is enclosed as Annexure (I). the bidders are required to read carefully the scope of work of various Parts and the terms and conditions and to submit service charges in terms of percentage for the said service.
The wages payable for various Parts are given in Appendix – A attached along with the scope of work. No additional charges, other than the quoted rates and applicable taxes, shall be paid to the contractor during the contract period.
- 2 No other person except Contractor's authorized representative shall be allowed to enter BCPL's premises situated at PO: Lepetkata, District – Dibrugarh (Assam) 786006 and associated premises. Contractor shall also not entertain any outsider or extend any service beyond BCPL's premises.
- 3 Within the BCPL's premises, the Contractor's personnel shall not do any private work other than their normal duties.
- 4 Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep BCPL (India) Limited indemnified against all loses, damages and claims arising thereof.
- 5 The personnel engaged by Contractor shall be subject to security check by the BCPL's security staff while entering/leaving the premises.
- 6 Contractor shall be solely responsible for payment of wages/remuneration including allowance to his/its personnel that might become applicable under any new act or order of Government. BCPL shall have no liability whatsoever in this regard.
- 7 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his/its staff.
- 8 List of persons employed by Contractor for the subject work mentioning qualifications, experience and residential address shall be submitted to BCPL. In case of any change, the same shall be informed to BCPL from time to time.
- 9 The Contractor/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
- 10 In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities.
- 11 The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
- 12 No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
- 13 The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.

- 14 The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
- 15 The persons to be deployed should be on rolls of the contractor/contracting firm.
- 16 The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
- 17 The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-in-charge at the time of commencement of contract. In addition, the service provider shall make adequate arrangement for supervision w.r.t. jobs like leave, monthly wage bill, gate pass, liaison with BCPL etc. of the workforce engaged by them and the cost for the same shall be included in the service charges to be quoted by the bidders in the SOR .
- 18 The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- 19 The contractor/contracting firm shall not sub let or assign any work in part or whole to any individual, proprietorship firm, partnership firm, private ltd. company, etc. without prior written permission of BCPL.
- 20 BCPL reserves the right to obtain Contractor's services on holidays as well as beyond the specified working hours in exceptional circumstances, by giving prior notice to the contractor without any additional charges.
- 21 No accommodation will be provided to the contractor/contracting firm.
- 22 The Contractor will employ only adult persons for the works as per the requirement.
- 23 **The Engineer-In-Charge reserves the right to :-**
 - 23.1 Issue the CONTRACTOR from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper & adequate execution of the service and CONTRACTOR shall carryout and be bound by the same.
 - 23.2 Instruct the contractor to remove or replace any person that the company considers incompetent or unsuitable and the opinion of the company's representative as to the competence of any personal engaged by the contractor shall be final and binding on the contractor.
- 24 **Provision of PPEs & Consumables:**

Contractor will ensure to provide **02 pairs of cotton uniforms, 01 pair of safety shoes, 01 no apron & 01 No of safety helmet every year & within 07 days from the date of commencement of work to individual workmen.** Further, contractor will ensure availability of adequate quantity of following Personal Protective Equipments in Lab for use by his manpower as and when required.

i) Gum Boot	ii) Heat resistant gloves
iii) Acid Proof gloves	iv) Alkali proof gloves
v) Safety goggles	vi) Rain Coats

All PPEs to be provided by contractor shall be of standard quality. However, Engineer-in-charge shall have full power to reject any or all the PPEs brought to the site by the contractor which are not in accordance with the contract specification or do not conform in character or quality to samples approved by other means. The EIC shall have full power to procure other PPEs to be substituted for rejected materials and in the event of contractor refusing to comply the same shall be arranged by BCPL at the cost & risk of contractor.
- 25. PENALTY:**
 - 25.1 In case of non-compliance of contract clause with respect to mobilization, execution, quality, safety and other statutory requirement to the full satisfaction of Engineer-In-Charge, the Engineer-In-Charge may at his discretion impose a penalty at the rate of 0.5% of the total contract value per week or part thereof subject to a maximum of 5% of the total contract value.

- 25.2 In the event of any default i.e. in case the sample testing and other misc jobs as per EIC & as specified in SOW has not been done or not done to the satisfaction of Engineer in charge, suitable deduction will be made as a penalty as mentioned below,
- a) **Non completion of job or non-completion of job to the satisfaction of EIC or Shift I/C - Rs.1500 per job.**
 - b) **Non deployment of man power as per the clause No.26 below, then the penalty will be imposed on him @ Rs.1000 /day /person**
 - c) **In case the uniforms and safety appliances are not provided by the contractor to the employees or In case Non wearing the proper cotton uniform as per clause 24.0 & not wearing the proper PPE as per clause as per 24.0. Rs.1500 par day/person.**

26 Chemist/Labour Deployment:

The Contractor shall depute qualified chemists and suitable lab assistants

As per our estimate and experience & the number of samples to be analysed per day, the subject job requires 34 chemists and 17 Nos. of Lab assistance on daily basis per day. However, considering the weekly holidays as per the provision of Factories Act, 1948, contractor has to make provision of additional man power The contractor shall be required to ensure payment of wages by 7th of every month. The contractor has also to comply with other statutory obligation including Provident fund, Workmen compensation etc. for the personnel deployed by him.

The contractor shall make deployment of sufficient chemists to ensure that all the service as per Laboratory sample schedule specified towards the sample testing jobs are accomplished satisfactorily and to be completed as per the time schedule on daily basis.

In case contractor has failed to provide the manpower as instructed by EIC per day on regular basis then the penalty will be imposed as per the above clause No. 25.2.(c). However the payment will be done as per the clause No. 28.4 below.

27.0 QUOTED RATES:

- 27.1 The rates should be quoted in the schedule of rates as enclosed.
- 27.2 Bidders are advised in their own interest to visit BCPL, Lepetkata and ascertain the conditions and quantum of work before quoting.
- 27.3 Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax to be charged.
- 27.4 The rates quoted by the Bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the Terms & Conditions of the Bid Documents

28.0 THE MEASUREMENT OF WORK, PENALTY & PAYMENT SHALL BE DONE AS FOLLOWS:

- 28.1 A register shall be maintained for attendance and the contractor shall produce the same to the Engineer-In-Charge as and when necessary for scrutiny.
- 28.2 The duties will be performed round the clock as per the shift schedule / work requirement as desired by the Engineer-In-Charge.
- 28.3 The operational assistance jobs will be certified by Engineer-In-Charge at the end of the month & will be recorded in register.
- 28.4 **Payments will be made purely based on the daily manpower provided as per the attendance register.**
- 28.5 **The minimum wages to be considered for payment shall be as per the notification issued from time to time by the office of the deputy Chief Commissioner, Dibrugarh / Guwahati for semi-skilled lab assistants.**
- 28.6 All tools and materials shall brought by Contractor to the work site through a covering note to be submitted in three copies. One copy of the covering note shall be delivered to the security staff, one

copy to the Engineer-In-Charge and the third copy shall be retained by the contractor after verification by the security staff at the factory main gate.

28.7 If for any reasons, the contractor is not able to provide the required operational assistants as desired by any point of time and or the requisite.

28.9 ***Payment shall be made on the basis of conversion of foreign currency into Indian Rupees as per foreign exchange rate considered on one working day prior to priced-bid opening. The payment shall be made to foreign bidders in currency quoted based on the rates converted for the purpose of evaluation in Indian Rupees.***

29.0 PERIOD OF CONTRACT

The contract will be valid for a period of **one year** w.e.f date of LOI/LOA and extendable for a maximum period of three months on same rates, terms & conditions at the sole discretion of BCPL. BCPL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof. The Engineer-in-charge shall in such event give thirty (30) days' notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice shall discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

30.0 TIME FOR START AND MOBILISATION:

After award of work, BCPL shall give maximum 15 days period for initial mobilization. Contractor/Agency shall ensure mobilisation within the given time with the manpower required for smooth execution of job as specified by BCPL. In case the bidder is not able to mobilize within the time specified above, a penalty @ Rs.500/- per day shall be raised on the bidder.

In addition to above, during execution of the contract, if any person(s) is found absent on any day, then the wages for that day shall not be reimbursed. Further, if the person does not report for more than 3 days then the contractor shall be required to provide suitable replacement immediately, failing which BCPL reserves the right to impose a penalty of Rs.500/- per day per person which would be deducted from the payable amount to the contractor.

31.0 COMPLIANCE WITH STATUTORY REGULATIONS:

31.1 The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner if he engages 20 or more workmen/labours.

31.2 The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner, Govt of Assam/India from time to time. **All payments to its workers must be made through E-Payment.** It will be the responsibility of the contractor to disburse the wages.

31.3 The contractor/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner and submit the copy of monthly chalaan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer Incharge.

31.4 The contractor/contracting firm shall be required to deposit contribution towards Provident Fund, Pension, ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.

31.5 The contractor/contracting firm shall obtain license under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.

31.6 The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Employees' Compensation Act, 1923, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Contract Labour (Regulation & Abolition) Act, 1970, Maternity Benefit Act, 1961, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other applicable labour legislations and as amended from time to time.

- 31.7 The contractor shall be required to furnish proof/copies of forms/returns as per the checklist **(Annexure-I)** attached hereto every month along with the monthly bills to the Engineer –In- Charge. The checklist- is indicative for monthly bills only and other forms/returns as required under various acts shall be required to be filed/maintained by the contractor himself without any lapse.

32.0 Evaluation methodology: As per ITB clause no. 32

33.0 Defect Liability Period:

Not applicable.

34.0 PAYMENT TERMS:

- 34.1 The contractor has to submit bills on monthly basis before 07th of the month, enclosing therein the attendance details (duly verified / certified) and summary of the bill, to the Engineer-in-Charge of the contract.

- 34.2 The payment shall be processed within 15 days of placement of the bill. Necessary statutory levies such as TDS will be affected as per the rules existing and in vogue then and there.

- 34.3 In case of award of work, the bidder has to give details of their bank account to facilitate payment through e-banking on him:

35.0 SPECIAL TERMS AND CONDITIONS:

The contractor/contracting firm shall pay the wages to the workers thru e-banking latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner from time to time **through e-banking to the workmen concerned.**

36.0 SERVICE TAX: AS PER ITB

Documents to be attached with RA Bill

SI No.	Document	Periodicity	Availability Status
A	Copy of labour license (applicable, if contractor is engaging more than 20 workers)	With first bill	
B	Copy of comprehensive insurance cover (CAR policy/Workmen's Compensation Policy, whichever is applicable)	With first bill	
C	Copy of Contract Agreement	With first bill	
D	Gate Pass Details	Every month	
E	Copies of Forms under Contract Labour (R&A) Act, 1970		
E.1	Register of persons in Form XIII	Every month	
E.2	Register of Wages in Form XVII	Every month	
F	Copies of Forms under Factories Act, 1948		
F.1	Form 11	Every month	
F.2	Form 12	Every month	
F.3	Form 13	Every month	
F.4	Form 14	Every month	
F.5	Form 15	Every month	
F.6	Form 16	Every month	
G	Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952		
G.1	PF Challan	Every month	
G.2	Form 12A	Every month	
G.3	Form 2 (for new joiners)	Every month	
G.4	Form 11(revised) – for new joiners	Every month	
G.5	Form 3A	Every month	
G.6	Form 5	Every month	
G.7	Form 10	Every month	
G.8	Form 5A	With first bill	
G.9	Form 9	With first bill	
G.10	Form 6A	At the end of financial year	
G.11	Wage structure from O/o Regional Labour Commissioner,	Half yearly basis	
G.12	Proof of payment made to its employees deployed in BCPL, (i) Copy of Monthly Salary Slip of individual employees signed by Authorized persons. Salary slip must contain heads mentioned in Appendix –A (ii) Copy of E-payment details/ payment order deposited to bank. (iii) Copy of individual bank accounts indicating deposit of salary.	By 7 th of Every month thru e-banking	

Scope of work

SCOPE OF WORK for Lab Man Power Supply

- 1.0 The scope of work in general includes but not limited to the scope of work specified in Technical Section and Schedule of Prices enclosed in Commercial Section and in other sections of the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per instructions of Engineer-in-Charge, which are required to complete the work in all respects as per provisions of bidding document.
- 2.0 Work is purely temporary in nature and merely for Pre-commissioning, Commissioning and Startup activities for limited period of 01 year only. Though the work envisaged to be carried out is primarily at BCPL's Lepetkata unit but contractor may be asked to provide assistance at GSU, Lakwa and GDU, Duliajan also as per the requirement and decision by Engineer in charge. Decision of Engineer in charge shall be final and binding.
- 3.0 14 chemists and 05 lab assistants will be deployed initially for a period of 03 months and balance chemists and lab assistants will be deployed after 03 months. Tentative deployment of man power in rotational shifts will be as follows.

Shift	No. Of Chemists	No. Of Lab Assistants
A	07	04
B	07	04
C	07	04
G	13	05

Contractor will deploy Chemists and Lab assistants with proper qualification and experience for executing the analytical, sample collection and other jobs.

4.0 Analysis of Process & Raw Material Samples:

A list of various sampling points along with parameters to be analysed and normal sampling frequency is given below. Depending upon the plant condition, the frequency of analysis may vary. Few of the below mentioned analyses will be carried out in Field itself. Sample collection is an integral part of sample analysis. No sampling schedule has been provided for Raw materials. Raw material samples will be collected and analysed on "as and when required" basis.

SL. No	Name of sample	Parameter(s)	Frequency
1	Ethylene product	Methane, Ethane, CO, CO ₂ , Acetylene, Ethylene	Once / shift
2	Propylene Product	Ethane, Ethylene, Propane, Propylene, MA, PD, 1,3 BD	Once / shift
3	TLE Effluents	Complete Analysis	Once / shift
4	Caustic Tower O/H	CO & CO ₂	Twice / shift
5	PSA I/L	CO, CO ₂ , Methane and Hydrogen	Once / shift
6	PSA O/L	CO, CO ₂ , Methane and Hydrogen	Once / shift
7	Guard O/L-Acetylene & Ammonia	Acetylene/Ammonia	Once / shift
8	C ₄ -Mix hydrogenation product	Propane, Propylene, iC ₄ , nC ₄ T2-B, Butene-1, Iso-B, C-2-B, C ₅ , C ₅ +, Hydrogen &	Once / shift

		1,3 BD	
9	De-methanizer pre-striper bottom	CH ₄	Once / shift
10	De-methanizer Bottom	CH ₄	Once / shift
11	De-ethanizer Bottom	Ethane & Ethylene	Once / shift
12	De-ethanizer O/H	Methane, Ethane, Ethylene, Acetylene, Propane,& Propylene	Once / shift
13	De-propanizer Bottom	Propane & Propylene	Once / shift
14	De-propanizer O/H	Ethane, Ethylene, Propane, Propylene,MA,PD,1,3BD	Once / shift
15	De-pentanizer bottom	C5	Once / shift
16	De-pentanizer O/H	1-Hexane, Benzene	Once / shift
17	C3 –hydrogenation	MA,PD, 1,3 BD	Once/shift
18	Decoking sample	CO ₂	As and when required
19	Lean Gas	Composition	Once per Shift
20	Absorber O/L	CO ₂	Twice/Shift
21	NG Feed	Composition	Once per shift
22	C2/C3 Product	Composition	Twice per shift
23	Dryer o/l	Dew Point	Once/shift
24	DETERMINATION OF GAS PHASE COMPOSITION	C4, C5, C6 & C8	Once per Shift
		Ensuring proper Sample collection and result reporting to respective plants , Data entry in respective register	Per shift

SHIFT ANALYSIS LOAD WATER SAMPLES-UPSTREAM &IOP&S

S.N	Name of Sample	Parameters	Frequency
1	Caustic Strong solution	Conc. & Carbonates	Twice / shift
2	Caustic Intermediate solution	Conc. & Carbonates	Twice / shift
3	Caustic weak solution	Conc. & Carbonates	Twice / shift
4	Spent caustic	Conc. & Carbonates	Once / Shift
5	Wash Water	Conc. & Carbonates	Once / Shift
6	Caustic Tank	Conc. & Carbonates	As & when required
7	Caustic Day Tank	Conc. & Carbonates	Twice / Shift
8	BFW	PH, Conductivity, Silica, Hydrazine	Once/Shift
9	CBD-1/2/3/4	PH, Conductivity, Silica,PO ₃ ,Iron	Once/.shift
10	Quench tower	PH, Iron	Once/.shift
11	Water stripper	PH, Conductivity	Once/.shift
12	LP Condensate	pH,Cond and silica	Once/shift
			Total time(min)
1	Amine Solution	Concentration, CO ₂ mole/mole, CO ₂ Wt %	Once/ Shift
2	Condensate	pH, Conductivity, Silica	Once / Shift
3	GSU Condensate	pH, Conductivity, Silica , DEA	Once / shift
			Total time(min)
1	Boiler Feed Water –	pH, Conductivity, Silica, N ₂ H ₄	Once / shift

	1/2		
2	Saturated Steam – 1/2	pH, Conductivity, Silica	Twice / shift
3	Medium Steam –1/2	pH, Conductivity, Silica	Twice / shift
4	Boiler CBD –1/2	pH, Conductivity, Silica, PO ₄ , Iron	Twice / shift
5	HRSG Inlet –1/2	pH, Conductivity, Silica.	Once / shift
6	HRSG Outlet –1/2	pH, Conductivity, Silica, N ₂ H ₄	Twice / shift
7	Saturated Steam –1/2	pH, Conductivity, Silica	Twice / shift
8	HRSG CBD –1/2	pH, Conductivity, Silica, PO ₄ , Iron	Twice / shift
1	Clarifier O/L	Turbidity	Once / shift
2	Treated Water	pH, Turbidity, FRC, Chloride, Iron.	Once / shift
			Total Time(Min)
1	Strong Acid Cataion 1,2,	Sodium	Twice/ shift
2	Degasser	CO ₂	Once/shift
3	Strong Base Anion 1&2	pH, Conductivity, Silica	Twice / shift
4	Mixer Bed 1,2,	pH, Conductivity, Silica	Twice / shift
5	DM Tank 1/2	pH, Conductivity, Silica	Twice / Shift
			Total time(min)
1	GPU return	pH, Turbidity , FRC, Phosphate.	Once / Shift
2	GCU Return	pH, Turbidity , FRC, Phosphate.	Once / Shift
3	CT-2 Return	pH, Turbidity , FRC, Phosphate.	Once / Shift
			Total time(min)
1	Incoming Spent Caustic	pH, NaOH, Na ₂ S , Phenol , O& G	Once / Shift
2	Treated Spent Caustic	pH, NaOH, Na ₂ S , Phenol , O& G	Once / Shift

SL. No	Name of sample	Parameter /s	Frequency
1	SDXCatalyst	Determination of HCl	As & when required
2	Powder	MI	4 times/shift
3		Density	Once/ shift
4		Bulk Density	Once/shift
5		PSD	Once/shift
6		Plaque preparation	Once/ shift
7		Catalyst residue	Once/ shift
8	Pellets	MI	Twice/shift
9		Density	Twice/shift
10		Plaque preparation	Twice/shift
11		Catalyst residue	Twice/shift
12		Melt Flow Ratio	Twice/shift

13		Die Swell Ratio	Twice/shift
14		Whiteness Index	Twice/shift
15		Film Appearance Rating	Twice/shift
16		Volatile	Twice/shift
17		Pellet Inspection	Twice/shift
POLY PROPYLENE UNIT			
1	REACTOR/ FLASH DRUM	MFI	4 times/shift
2		Xylene Solubility	Twice/shift
3	POWDER	MFI	one/2 hrs
4		XYLENE SOLUBILITY	Twice/shift
5		BULK DENSITY	Twice/shift
6	Pellet	MFI	one/2 hrs
7		PELLET COUNT	Twice/shift
8		COLOUR (YI)	Twice/shift

5.0 Calibration of Laboratory Equipments:

The deployed chemists will calibrate the analytical equipments in line with the OEM's recommendation/ or as required by various testing and calibration protocols. Apart from scheduled frequency, the equipments will be calibrated after maintenance too.

6.0 Maintenance of Laboratory Equipments:

The deployed chemists will assist the visiting Service Engineers and BCPL executives in planned and break down maintenance of laboratory equipments.

7.0 Miscellaneous Jobs:

Deployed chemists will assist BCPL executives in Inventory Control, raising of purchase requisition, preparation of daily reports, quality certificates, general MIS reports and preparation of documents for various audits like ISO, NABL, OHSAS, etc.

8.0 Sample Collection:

Samples (liquid, gaseous, raw materials. Solid, scales, etc) will be collected from the various units as well as from BCPL residential Township and nearby river will be collected on a defined frequency. Raw material samples will also be collected from C&P Stores and finished goods samples will be collected from Product Ware House.

9.0 Cleaning of Glass wares & Bench Spaces:

The used glass wares and plastic wares will be cleaned in rotational shifts. Bench spaces needs to be cleaned on regular basis.

10.0 Duplication & Distribution of Documents / Reports:

Documents and various test certificates will be duplicated and distributed to various offices of BCPL.

11.0 Handling of Carrier and Calibration Gases:

Filled and empty cylinders of carrier, fuel and calibration cylinders will be handled in shifts and shifted from Laboratory to C&P stores and vice versa.

12.0 Disposal of Hydrocarbon and Finished Goods Samples:

Hydrocarbon and finished good samples will be disposed to ETP and Ware House respectively on regular basis by deployed Lab Assistants.

- 13.0** Contractor has to make suitable arrangement for collection of various samples from Plant units, C&P Store, nearby river and BCPL residential township within minimum possible time.

14.0 Qualification & Experience

Contractor will deploy chemists and lab assistants with suitable qualification and experience to execute the jobs.

Experience & Qualification of Chemists

- A) 01 Sr. Chemist with M. Sc. (Chemistry) and 15 years of experience in quality control laboratory of a Petrochemical/refinery/nitrogenous fertilizer / chemical / hydrocarbon processing Plant .
- B) 06 Chemists with M. Sc. (Chemistry)/B. Sc. (Chemistry) & 5-8 years of experience in quality control laboratory of Petrochemical/refinery/nitrogenous fertilizer / chemical / hydrocarbon processing Plant .
- C) 14 chemists with M. Sc. (Chemistry)/B. Sc. (Chemistry) & 2-4 years of experience in quality control laboratory of a Petrochemical/refinery/nitrogenous fertilizer / chemical / hydrocarbon processing Plant .
- D) 13 chemists with B.Sc. & diploma from CIPET may also be considered. However, preference shall be given to candidates with CIPET Diploma in Plastic Technology.

Experience & Qualification of Lab Assistants

Lab assistants must be 10th passed and will fall under semi skilled category. They should be able to read various instructions / labels, etc written in English/Hindi/Assamese.

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

15.0 CONTRACTOR'S SCOPE OF SUPPLY

Contractor shall provide all safety gears for safe working to his personnel such as safety shoes, helmets, safety goggles, face shields, two pairs of cotton uniforms (shirt/pant, etc) at his own cost. Contract Personnel without wearing safety shoes and cotton uniforms shall not be allowed to work at site. The color of uniform shall be informed by BCPL. PPE's – Safety kit containing quality class cotton uniform minimum 2 pair/year, minimum 2 pair socks, minimum 1 pair safety shoe of reputed quality, safety helmet. All these are to be approved by concerned authority of BCPL.

Contractor will arrange suitable conveyance(preferably a jeep) to their working crews for pickup of samples

Boarding and lodging of contractor personnel during execution of the job shall be provided by the contractor at his own cost

16.0 GUIDELINES FOR ADHERENCE TO VARIOUS LABOUR LEGISLATIONS WHILE AWARDING JOB/ SERVICE CONTRACT

1. The Contractor shall have his own PF code no with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that Contractor should obtain a subcode under EPFO, Tinsukia and deposit the contribution of its workers in EPFO Tinsukia.
2. The contract must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, Confirmation slip, and acknowledgment slip along with PF challan with monthly RA bills.
3. The contractor is responsible for obtaining the labour licence under the provisions of the Contract Labour (R & A) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
4. The contractor is liable to abide by all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations.
5. The Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (R & A) Act 1970, Minimum Wages Act, 1948, the Payment of Wages Act, 1936, The Employees Compensation Act, 2010 (earlier known as Workmen's Compensation Act., 1923) and other relevant Acts, Rules and regulations enforced from time to time.
6. The Contractor can be solely responsible for the disbursement of wages and other dues to the personnel, if any, deployed by him latest by 7th day of subsequent month. Disbursement of wages must be witnessed by representative of Principal Employer.
7. The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claims etc. arising out of the disputes relating to the due and employment of personnel, if any, deployed by him.
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.
9. The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
10. The contractor is required to maintain registers and records as required under different laws.
11. The contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the workplace and injury sustained out of or in course of and out of employment in respect of personnel deployed by the contractor as per Employees' Compensation Act, 2010 and rules framed there under.
12. The vendor shall take care of the health insurance in respect of all their employees and workmen deputed for this work.
13. The party will deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.

SECTION-IV

SCHEDULE OF RATES

PREAMBLE TO SCHEDULE OF RATES

- (1) Bidders are required to quote the rates strictly as per the above SOR and not to use any other format.
- (2) The quoted rates should be inclusive of all taxes & duties including withholding taxes / Income Taxes except service tax and education cess thereon. Withholding tax/Income tax shall be deducted at source during payment as per rules in vogue.
- (3) Service tax and cess thereon shall be quoted extra as applicable. The same shall be reimbursed at actuals on submission of proper cenvatable invoice in case of Indian Bidders.
- (4) The Evaluation shall be done on overall lowest basis for complete scope of services including service tax after considering CENVAT benefit. Contractor shall provide Cenvatable Documents, wherever applicable.
- (5) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates”

Un-priced SOR

**BIDDER NEED TO MENTION AS “QUOTED” IN UN-PRICED
SOR**

SCHEDULE OF RATES [UN-PRICED BID]

FOR INDIAN BIDDERS**Tender No.: BCPL/DIB/C&P/SER/20140184/AR**

Sr.	Item Description	Unit of Measure	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
1	Supply of Chemist	EA	34	Do Not Quote	Do Not Quote
2	Supply of Lab Assistant	EA	17	Do Not Quote	Do Not Quote
	(1) TOTAL(Rs.)			Do Not Quote	Do Not Quote
	(2)SERVICE TAX PERCENTAGE	Do Not Quote	SERVICE TAX AMOUNT		Do Not Quote
	(3=1+2) GRAND TOTAL (Rs.)				
	(4) CENVAT TO BE PASSED ON TO BCPL IN PERCENTAGE	Do Not Quote	CENVAT AMOUNT TO BE PASSED ON TO BCPL IN Rs		Do Not Quote
	(5=3-4) NET TOTAL OF SOR				Do Not Quote
	NOTE:				
	1. Considering nature of job in this tender, applicable rate of Service Tax is 12.36%. Bidder may quote different/actual Service Tax, as applicable as per tender document.				
	2. Basis of evaluation & Award shall be on 'Net Value' at (5) above (which includes all taxes, duties and service tax etc and then deducting CENVAT Amount as quoted above.				
	3. Bidders are required to refer all the clauses SCC Part-B & Scope of Work of the tender carefully and quote accordingly				
	4The units of various categories of services shown in the Scope of work are indicative & SCC part-B. The actual services shall be obtained by the owner as per requirement from time to time and for any increase or decrease in the service / number of personnel, the payment shall be made as per SOR on pro-rata basis.				

Name , Sign and Seal of Bidder:

SCHEDULE OF RATES [UN-PRICED BID]
FOR FOREIGN BIDDERS
Tender No.: BCPL/DIB/C&P/SER/20140184/AR

Sr.	Item Description	Unit of Measure	Quantity	Unit Rate	Total Amount
1	Supply of Chemist	EA	34	Do not Quote	Do not Quote
2	Supply of Lab Assistant	EA	17	Do not Quote	Do not Quote
	(1) TOTAL(Rs.)				
	(2)SERVICE TAX PERCENTAGE, IF APPLICABLE	Do not Quote	SERVICE TAX AMOUNT		Do not Quote
	NOTE:				
	1. Considering nature of job in this tender, applicable rate of Service Tax is 12.36%. Bidder may quote different/actual Service Tax if applicable as per tender document.				
	2. Basis of evaluation & Award shall be as per relevant clauses of ITB.				
	3. Bidders are required to refer all the clauses SCC Part-B & Scope of Work of the tender carefully and quote accordingly				
	4The units of various categories of services shown in the Scope of work are indicative & SCC part-B. The actual services shall be obtained by the owner as per requirement from time to time and for any increase or decrease in the service / number of personnel, the payment shall be made as per SOR on pro-rata basis.				

SOR (PRICED BID)

BIDDER NEED TO MENTION PRICE IN PRICED BID

SCHEDULE OF RATES [UN-PRICED BID]
FOR INDIAN BIDDERS
Tender No.: BCPL/DIB/C&P/SER/20140184/AR

Sr.	Item Description	Unit of Measure	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
1	Supply of Chemist	EA	34		
2	Supply of Lab Assistant	EA	17		
	(1) TOTAL(Rs.)				
	(2)SERVICE TAX PERCENTAGE		SERVICE TAX AMOUNT		
	(3=1+2) GRAND TOTAL (Rs.)				
	(4) CENVAT TO BE PASSED ON TO BCPL IN PERCENTAGE		CENVAT AMOUNT TO BE PASSED ON TO BCPL IN Rs		
	(5=3-4) NET TOTAL OF SOR				
	NOTE:				
	1. Considering nature of job in this tender, applicable rate of Service Tax is 12.36%. Bidder may quote different/actual Service Tax, as applicable as per tender document.				
	2. Basis of evaluation & Award shall be on 'Net Value' at (5) above (which includes all taxes, duties and service tax etc and then deducting CENVAT Amount as quoted above.				
	3. Bidders are required to refer all the clauses SCC Part-B & Scope of Work of the tender carefully and quote accordingly				

Name , Sign and Seal of Bidder:

SCHEDULE OF RATES [UN-PRICED BID]
FOR FOREIGN BIDDERS
Tender No.: BCPL/DIB/C&P/SER/20140184/AR

Sr.	Item Description	Unit of Measure	Quantity	Unit Rate	Total Amount
1	Supply of Chemist	EA	34		
2	Supply of Lab Assistant	EA	17		
	(1) TOTAL(Rs.)				
	(2)SERVICE TAX PERCENTAGE		SERVICE TAX AMOUNT		
	NOTE:				
	1. Considering nature of job in this tender, applicable rate of Service Tax is 12.36%. Bidder may quote different/actual Service Tax if applicable as per tender document.				
	2. Basis of evaluation & Award shall be as per relevant clauses of ITB.				
	3. Bidders are required to refer all the clauses SCC Part-B & Scope of Work of the tender carefully and quote accordingly				
	4The units of various categories of services shown in the Scope of work are indicative & SCC part-B. The actual services shall be obtained by the owner as per requirement from time to time and for any increase or decrease in the service / number of personnel, the payment shall be made as per SOR on pro-rata basis.				

Name , Sign and Seal of Bidder:

SECTION V

GENERAL CONDITIONS OF CONTRACT (GCC):

ATTACHED SEPARATELY