



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

TENDER NO.: BCPL/DIB/C&P/SER/20140116/SD

FOR

**NAME OF : JUNGLE CUTTING / CLEARING OF VEGETATION CONTRACT AT BCPL
WORK PLANT FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED,
LEPETKATA – DIBRUGARH.**

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

CUT-OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN

NAME OF WORK: JUNGLE CUTTING / CLEARING OF VEGETATION CONTRACT
AT BCPL PLANT FOR M/s. BRAHMAPUTRA CRACKER &
POLYMER LIMITED, LEPETKATA – DIBRUGARH.

TENDER NO. : BCPL/DIB/C&P/SER/20140116/SD

SUBMISSION DUE DATE : 15/07/2014 at 1430 Hrs.
& TIME

FROM:

Name:
Address:

TO:

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

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

MASTER INDEX

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REQUEST FOR QUOTATION (RFQ)

(Tender no. .) BCPL/DIB/C&P/SER/20140116/SD

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

A)	NAME OF WORK	:	JUNGLE CUTTING / CLEARING OF VEGETATION CONTRACT AT BCPL PLANT FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.
B)	CONTRACT PERIOD	:	03 MONTHS
C)	BIDDING DOCUMENT ON SALE	:	NA
D)	BIDDING DOCUMENT FEE (NON REFUNDABLE)	:	NIL/- (in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam) However, PSUs are exempted from payment of tender fee.
E)	EARNEST MONEY DEPOSIT	:	₹. 23,000/- (in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam) However, PSUs are exempted from payment of tender fee.
F)	PRE-BID CONFERENCE	:	AT. 15.00 Hrs on 30/06/2014, at ADMINISTRATIVE BUILDING BCPL office at Dibrugarh.
G)	DATE & TIME FOR RECEIPT OF BID	:	15/07/2014 up to 14.30 Hrs.
H)	DATE & TIME FOR OPENING OF BID	:	15/07/2014 at 15.00 Hrs. in the presence of bidder’s representatives.
I)	PLACE & SUBMISSION OF BID	:	DY. GENERAL MANAGER (C&P), BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, BCPL PROJECT SITE, PO – BARBARUAH, LEPETKATA-786006 DIBRUGARH, ASSAM

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of Brahmaputra Cracker & Polymer Limited, payable at State Bank of India, Dibrugarh, Assam. Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of ₹. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

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

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

SUBMISSION OF BIDS:

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

a) PART – I : TECHNICAL AND UNPRICED COMMERCIAL PART

b) PART – II: PRICE PART

PART – I of the bid shall contain the following:

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

PART – II of the bid shall contain the following:

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

BIDDERS EVALUATION CRITERIA FOR THIS TENDER WILL BE AS UNDER:

The bidder shall meet the following Experience and Financial Criteria.

a) Experience Criteria:

TECHNICAL:

- i) Bidder should have successfully completed a single Grass cutting or Jungle cutting or miscellaneous civil job or Horticulture work of value not less than **₹. 5.90** lakh (Rs. FIVE LACS NINETY THOUSAND ONLY) during the previous seven years to be reckoned from the due date of submission.

The bidders are required to submit the copies of work orders and it's completion/ execution certificate from the client in support of meeting the experience criteria. The documents must clearly indicate the following:

a) Reference to relevant work order.

b) Actual value of executed work.

c) Actual date of completion.

FOR EXPERIENCE BASED ON COMPOSITE WORKS:-

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

All the requisite documents for meeting technical criteria of BEC are required to be attested by Notary Public / attested by gazette officer.

NOTE:-

In case the bidder is executing a rate / maintenance contract which is still running and the contract value / quantity executed till one day prior to the due date of submission is equal to or more than the minimum prescribed value / quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate to this effect issued by end user / owner.

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

BCPL reserves the right to complete the evaluation based on the details furnished without seeking and additional information.

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

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

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

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

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

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

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

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

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

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

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

COMPENSATION FOR DELAY:

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

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

GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

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

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

price for the purpose of evaluation as the maximum rate quoted by the remaining bidder for such items.

If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.

If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. If the item is entitled for availment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT .In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.
3. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
4. In case the applicable amount towards VAT/Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.
5. As per VAT act, payment to any vendor for supply / works cannot be made if they do not have VAT registrations in ASSAM. As the subject job involves WCT deduction the registrations of the eligible bidder under VAT act of ASSAM is required.

SERVICE TAX: -

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% which has been indicated in Schedule of Rates (SOR). 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 payable on account of wrong Service tax 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%) and 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 indicate 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 bidder who is exempted to pay Service Tax and Education Cess thereon due to annual turnover at the time of bid submission and later on if it becomes applicable, evaluation shall be made based on information available in their bid. Further, after placement of order/contract, if Service Tax and Education Cess thereon due to increase in annual turnover become leviable, BCPL shall not reimburse Service Tax & Education Cess thereon and contractor shall be liable to pay Service Tax & Education Cess thereon to Government department during the execution of the contract.

The bidder shall indicate in its bid the Service Tax Registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration. The Service Provider shall specifically mention the Service Tax Registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s). In addition to above invoice / bill shall be serially numbered and should also specify following:

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

The above details are required to enable BCPL to avail CENVAT credit for the service tax payments.

CENVAT CREDIT

- (i) Bidders shall provide required documents for availing Cenvat Credit applicable on Service Tax as per prevailing rules.
- (ii) If bidder is not a manufacturer, then if awarded, the bidder shall arrange documents so that CENVAT benefit towards supply of material is availed by BCPL. In such cases, material (as defined in SCC, if any) shall be consigned directly to BCPL.

- (iii) For the tendered service, BCPL is entitled to avail the cenvat credit of service tax. Hence, owner (BCPL) will reimburse the service tax to the contractor at actual against the submission of cenvatable service issued in accordance with the service tax rule as owner (BCPL) to claim cenvat credit.
- (iv) The benefit of cenvet credit to service tax quoted shall be considered for evaluation of bids.

INCOME TAX & OTHER TAXES:

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

PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20%of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.
- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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

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

In case of MSEs, Tender fees & EMD/Bid Security is not applicable subject to submission of satisfactory documents in proof of the same.

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

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

Thanking you,

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

NOTE:

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

CONFIRMATION OF BIDDERS FOR MEETING BEC AND OTHER REQUIREMENTS OF TENDER

NAME OF WORK	:	JUNGLE CUTTING / CLEARING OF VEGETATION CONTRACT AT BCPL PLANT FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.
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TENDER NO: BCPL/DIB/C&P/SER/20140116/SD

SN	TENDER REQUIREMENT	BIDDER'S REPLY / CONFIRMATION
1	Bidder should have successfully completed a single Grass cutting or Jungle cutting or miscellaneous civil job or Horticulture work of value not less than ₹. 5.90 lakh (Rs. FIVE LACS NINETY THOUSAND ONLY) during the previous seven years to be reckoned from the due date of submission. The bidders are required to submit the copies of work orders and it's completion/ execution certificate from the client in support of meeting the experience criteria. The documents must clearly indicate the following: a) Reference to relevant work order. b) Actual value of executed work. c) Actual date of completion. <i>All the requisite documents for meeting technical criteria of BEC are required to be attested by Notary Public / attested by gazette officer.</i>	Reference of attested copies of documents furnished: 1. 2.
2	The bidder should have valid E.P.F. Registration no. / Certificate and copy (duly attested) of the same should be submitted along with their un-priced offer at the time of submission of bid.	Reference of attested copies of documents furnished: 1.
3	Affidavit duly notarized, as per clause no. 38.2 of Special conditions of Contract Part-A	Reference of document furnished
4	Power of Attorney in favour of person who has signed the offer in stamp paper of appropriate	Reference of document furnished

5	An undertaking by the bidders (who quotes by down loading the tender from web site) as instructed in the Page no.5 of RFQ.	Reference of document furnished 1.
6	Attested copy of PAN Card	

Note:

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

Date:

Bidder's signature_____

CHECK LIST FOR SUBMISSION OF DOCUMENTS

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

Please tick the box and ensure compliance:

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

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 7 days of receipt of Bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid against the enquiry/tender through e-mail to or per return FAX by filling up the this Format.)

To,
Dy. Manager (C&P)
ADMINISTRATIVE BUILDING
BCPL Project Site
Lepetkata-786006
Dibrugarh, Assam

SUBJECT: TENDER NO.: BCPL/DIB/C&P/SER/20140116/SD

Dear Sir,

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

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

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

(i) Postal Address with PIN Code :

.....

.....

(ii) Telephone Number :

(iii) Telefax Number :

(iv) Contact Person :

(v) E-mail Address :

(v) Mobile Number :

B) Details of Contact person:

(i) Postal Address with PIN Code :

.....

.....

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

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

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

INSTRUCTIONS TO BIDDERS

NAME OF WORK: JUNGLE CUTTING / CLEARING OF VEGETATION CONTRACT AT BCPL PLANT FOR
M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA –
DIBRUGARH.

(TENDER NO. BCPL/DIB/C&P/SER/20140116/SD)

1.0 BIDDING DOCUMENT, CLARIFICATION AND ADDENDUM

1.1 BIDDING DOCUMENT:

1.1.1 One set of bidding document (Tender document) are issued. Bidder shall submit the Tender document duly signed & stamped on each page of tender in token of his acceptance along with his bid.

1.1.2 Transfer of bidding document issued to one intending bidder to another is not permissible.

1.1.3 Bid shall remain valid for 120 days from the date of submission of Bid.

1.2 CLARIFICATION REQUESTS BY BIDDER:

1.2.1 Although the details presented in this Bidding document consisting of conditions of contract, scope of work, technical specifications and drawings have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

1.2.2 Bidder shall examine the bidding documents thoroughly in all respect.

1.2.3 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement.

1.3 AMENDMENT OF BIDDING DOCUMENT:

1.3.1 BCPL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of Bidding document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance.

1.3.2 For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.

1.4 CONFIDENTIALITY OF DOCUMENT:

1.4.1 Bidder shall treat the Bidding document and contents thereof as confidential.

1.5 ACKNOWLEDGEMENT & CONFIRMATION OF BID:

1.5.1 Within 7 days of receipt of bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid for the Bidding work.

2. EARNEST MONEY DEPOSIT:

- 2.1 The bid must be accompanied by earnest money (interest free) for the amount indicated in 'Request for Quotation' in the form of a Demand Draft drawn on any Nationalized/Scheduled Bank in favour of M/s. Brahmaputra Cracker & Polymer Limited payable at DIBRUGARH, ASSAM or in the form of Bank guarantee issued by Nationalized Bank for an equal amount valid for six (06) months from the due date of submission of bid as per the format enclosed in bidding document. Bid not accompanied by earnest money will not be considered unless the same is exempted as per 'Letter Inviting Tender'. Bank guarantee shall be revalidated for extended period as required by BCPL in writing.
- 2.2 If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where the BCPL has given opportunity to do so, the earnest money submitted by Bidder will, in such case, not be refunded to him.
- 2.3 BCPL may at any time cancel or withdraw the invitation to bid without assigning any reason and the earnest money submitted by Bidder will in such case be refunded to him.
- 2.4 The successful Bidder shall be required to deposit within 10 days of acceptance of his bid, security deposit / Initial Security Deposit with the BCPL in the manner indicated in General Conditions of Contract / Special Conditions of Contract. Should the successful Bidder fail or refuse to sign the agreement or furnish the security deposit / initial security deposit within the period fixed by the BCPL as indicated above, the earnest money shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence by the BCPL.
- 2.5 Earnest money shall be returned to the successful Bidder after the security deposit / initial security deposit has been furnished by him to the BCPL.

3.0 SCHEDULE OF RATES:

- 3.1 The schedule of Rates shall be read in conjunction with all other sections of bidding document.
- 3.2 The rates quoted by the bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise. The rates quoted by the Bidder shall include all taxes, duties & levies except Service Tax and any cess thereon. Service Tax and cess thereon shall be paid by BCPL extra at actual against CENVAT invoice to be submitted by the bidder. Notwithstanding the instructions given above, in case any bidder(s) mention the terms such as "Inclusive" or "Included" in respect of Service Tax, their bids will still be evaluated considering the prices exclusive of Service Tax. However, in the event of such bidder emerging as the lowest bidder based on this evaluation, the award shall be made considering the service tax included in the quoted rates and the same will be conclusive and binding on the bidder. Further, the bidder will be required to submit Cenvat invoice to enable BCPL to avail Cenvat benefit.
- 3.3 Rates must be filled in format for 'schedule of rates' enclosed as part of bidding document. If quoted in separate typed sheets and any variation in description, unit is noticed, the bid is liable to be rejected. In any case bidder shall be presumed to have quoted against the description of work and the same shall be binding on the bidder.
- 3.4 In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work 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 quoted rates will deemed to be inclusive of cost incurred for such activity.
- 3.5 The rates shall include all expenditure incurred towards mobilization and demobilization.

- 3.6 Rates quoted shall be in Indian Rupees Only.
3.7 Bidder shall quote rates both in figures as well as in words.

4.0 DOCUMENTS COMPRISING THE BID:

- 4.1 Bidder is advised that BCPL intend to fully evaluate the technical and un-priced commercial submissions.
- 4.2 It is important that Bidder clearly demonstrates his experience and capability, giving to BCPL a high level of confidence that if awarded, the Bidder will be able to perform the works within the stipulated Time Schedule and quoted price and meeting all other requirements listed in the Bidding document.
- 4.3 Bidder is requested to furnish the complete and correct information required for evaluation of his Bid. If the information with regard to resources and concurrent commitments or any other information / documentation forming basis of evaluation is found in complete / incorrect the same may be considered adequate ground for rejection of the bid.
- 4.4 Bidder shall arrange his bid in the following order:

i) PART-I TECHNICAL AND UN-PRICED COMMERCIAL PART (TECHNO-COMMERCIAL BID)

:

Technical and un-priced commercial part shall comprise the attachments, specifying attachment number arranged in the order as follows:

- a) Submission of bid letter along with Bidding document (Tender document), Earnest Money Deposit and its details.
- b) Attested copies of documents as mentioned in Request for Quotation
- c) Copy of tender document duly signed and stamped towards acceptance to terms and conditions of the tender.
- d) Power of Attorney in favour of authorized signatory of the Bidding document.
- e) Organization details
 - In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm'.
 - In case Bidder is a partnership firm, certified copy of the partnership deed.
 - In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association.
- f) Copy of "Schedule of Rates" without any prices (which will be left blank) duly signed and stamped.
- g) Technical offer if any, required as per Bidding document.
- h) Check list (Exhibit-A)
- i) Any other relevant document, Bidder desires to submit.

ii) PART-II PRICED COMMERCIAL PART (PRICE BID):

- a) Priced commercial Part shall contain "Schedule of Rates" duly filled in .Two copies i.e. one ORIGINAL COPY and one DUPLICATE copy of "Schedule of Rates" shall be submitted.

- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. BCPL shall not take cognizance of any such statement and may at their discretion reject such price bids.

5.0 SUBMISSION OF BID:

5.1 SUBMISSION IN TWO SEPARATE ENVELOPS:

- 5.1.1 Un-priced and priced part must be submitted in separate sealed envelopes in following 2 parts:

i) **PART-I – TECHNICAL AND UN-PRICED COMMERCIAL PART**

- a) This part shall contain technical and commercial (Un-priced) bid. This envelope shall comprise the signed copy of Bidding document (Tender document), drawings, addendum (if any), one original and 1 copy of the information listed for submission in Part –I under Para 4.4. above. Techno-commercial bid containing prices shall be summarily rejected.
- b) The envelope shall have following information clearly written on the outside of the envelope, failing which BCPL will assume no responsibility for the misplacement or premature opening of the bid.

Part-I Technical and Un-priced Commercial Part.

Name of Work: _____

Bidding document No.: _____

Due date & time of Opening: _____

From : [Name & Address of Bidder]: _____

- c) Original earnest money deposit (EMD shall also be enclosed in this part.

ii) **PART-II SEALED PRICED COMMERCIAL PART:**

- a) This part of the bid shall contain the Schedule of Rates, duly filled in all respects and other information specifically requested for submission in price part under Para 4.4 ii) above. The envelope shall have the following information clearly written on outside of the envelope, failing which BCPL will assume no responsibility for the misplacement or premature opening of the bid.

PART-II – PRICE PART

Name of Work : _____

Bidding document No. : _____

From :[Name & Address of Bidder] : _____

- b) This part of Bid will be submitted in original plus one copy.

5.2 DATE, TIME & PLACE OF SUBMISSION:

- 5.2.1 Bid must be submitted by the due date and time mentioned in the Letter Inviting Tender or any extension thereof as duly notified in writing by BCPL at the following address:

DEPUTY GENERAL MANAGER (C&P), ADMINISTRATIVE BUILDING, BCPL PROJECT SITE, LEPETKATA-786006, DIBRUGARH, ASSAM INDIA.

- 5.2.2 Bid received after the time and date fixed for receipt of bid is liable for rejection.

5.3 CHECK LIST FOR SUBMISSION OF BID:

- 5.3.1 To assist bidder in ensuring the completeness of bid, a checklist for submission of various documents / details in 'technical & un-priced commercial part of bid has been enclosed to "INSTRUCTIONS TO BIDDERS". Bidder, in his own interest, is requested to fill the checklist and submit along with his bid for ready reference.
- 5.3.2 In case of incomplete submissions, BCPL will not be under any obligation to give the bidder an opportunity to make good such deficiencies and BCPL may at its discretion treat such bids as incomplete and not consider for further evaluation.

6.0 BID OPENING AND EVALUATION:

6.1 OPENING OF TECHNO-COMMERCIAL PART OF BID

- 6.1.1 On the date and time mentioned in 'Letter Inviting Tender' (if specified), Part-I i.e. Technical and un-priced commercial Part will be opened in the office of BCPL, ADMINISTRATIVE BUILDING, BCPL Project Site, Lepetkata-786006, Dibrugarh, Assam.
- 6.1.2 In the event, the specified date of bid opening is declared a holiday for BCPL, the bid shall be opened on the next working day at the specified time and location.

6.2 CLARIFICATION & ADDITIONAL INFORMATION:

During evaluation, BCPL may request Bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents in one original and one copy. However, seeking clarification shall be on sole discretion of BCPL.

6.2 TECHNO-COMMERCIAL DISCUSSIONS:

- 6.3.1 Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation.
- 6.3.2 Techno-commercial discussions with bidder shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussions shall produce authorization from his organization to attend the discussions and sign the minutes of meeting on behalf of his organization. The authorized representatives must be competent and empowered to settle all technical and commercial issues.

6.4 BID EVALUATION CRITERIA:

- 6.4.1 Bid is the responsibility of bidder and no relief or consideration can be given for errors and omissions made by the bidder inadvertently or adherently. Bid with incomplete information is liable for rejection.
- 6.4.2 The techno-commercial part of bid shall be evaluated as per bid evaluation criteria, wherever indicated in the bidding document.
- 6.4.3 Non-submission of details / documents as per Para (4.4.) above may lead to rejection of bid.

6.4.4 REJECTION CRITERIA:

- I) Bidders are advised to strictly confirm compliance to tender condition and not to stipulate any deviation / condition in their offer. Bids received with deviation to

tender condition especially to the following clauses shall be considered non-responsive and shall be summarily rejected:

- I. Firm Price
- II. EMD / Bid Bond
- III. Scope of Work
- IV. Specification
- V. Price Schedule / Schedule of rates
- VI. Delivery / Completion Schedule
- VII. Period of Validity of Bid
- VIII. Price Reduction Schedule
- IX. Performance Bank Guarantee / Security Deposit
- X. Guarantee
- XI. Arbitration / Resolution of Dispute
- XII. Force Majure
- XIII. Applicable Laws
- XIV. Penalty/Compensation for delay
- XV. Termination

6.4.5 GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

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

- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (Such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidder for such items.

If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price.

If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

In items rate contract where the quoted rates for the items exceed 50% of the estimate 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 lowest amongst 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.

6.4.6 DETERMINATION OF RESPONSIVENESS:

- i) Prior to the financial evaluation of bids, the BCPL will determine whether each bid is substantially responsible to the requirements of the Bidding document.
- ii) For the purpose of this clause, a substantially responsible bid is one, which conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, in consistent with the bidding document, the employer's rights of contractor's obligation would affect unfairly the competitive position of bidders presenting substantially responsive bids.
- iii) If a bid is not substantially responsive to the requirements of the Bidding documents, it may be rejected by the BCPL.

6.4.7 Bidders must submit the bid in line with bid stipulations without taking any deviation. However, in case it becomes unavoidable and the Bidder seeks some clarifications / queries with respect to technical / commercial part, the bidder may stipulate the same strictly as per Annexure-I for the technical and commercial part.

6.4.8 UNSOLICITED POST BIDDING MODIFICATIONS:

Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations / exceptions. Once quoted, the bidder shall not make any subsequent changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the bid. Any proposal price change is likely to render the bid liable for rejection.

6.4.9 Bidders must ensure that complete bid along with all details as sought are submitted as per provisions of the bidding document. The checklist has been provided in the bidding document to ensure that any required details are not missed by the bidders while submitting their offer.

6.4.10 Proposed deployment of resources like manpower, equipment, tools and tackles shall be looked into to ensure performance of work within stipulated time period.

6.4.11 The concurrent commitments of Bidder on various jobs under execution by the bidder will be taken into account to assess the spare capacity available with the Bidder.

6.4.12 Performance of bidder on work executed / under execution shall be taken into consideration before selecting the bidder for opening of his price bid.

6.4.13 MECHANIZED CONSTRUCTION:

- i) Bidder shall furnish construction methodology based on mechanized construction techniques for execution of work along with details of plant & machinery to be deployed. The bidder shall assess the number and type of plant and machinery for the scope of work and the completion schedule.

- ii) Bidder will deploy the required numbers and types of plant & machinery applicable for different activities in consultation with the Engineer-In-Charge after award and during execution of work with respect to actual mobilization required.

6.5 OPENING OF PRICE PART OF BID:

Priced commercial part of only those bidder, whose bids are considered techno-commercial acceptable, shall be opened.

6.6 EVALUATION OF PRICES:

As per SCC PART – B

6.7 BLANK:-

6.8 PROCESS TO BE CONFIDENTIAL:

Information related to the examination, clarification, evaluation and comparison of bids recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence the BCPL processing of bid or award decisions may result in rejection of such Bids and the owner may initiate action against such bidders, as deemed fit, including putting them on “HOLIDAY LIST”.

6.9 OWNER’S RIGHT TO ACCEPT OR REJECT A BID:

- 6.9.1 BCPL reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, to annul the bidding process or to reject all bids with or without notice or reasons. Such decisions by BCPL shall bear no liability whatsoever consequent upon such decisions.

7.0 AWARD OF WORK AND CONTRACT DOCUMENT:

7.1 AWARD OF WORK:

- 7.1.1 The bidder whose bid is accepted by BCPL shall be issued Letter of Intent / fax of Intent (LOI/FOI) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOI / FOI.

- 7.1.2 BCPL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards non acceptance of their bids. Except for refund of EMD to unsuccessful bidder, BCPL shall correspond only with the successful bidders.

7.2 CONTRACT DOCUMENT:

- 7.2.1 The successful bidder shall be required to execute a formal agreement in accordance with the ‘Form of Contract’ (Annexed to General Condition of Contract (GCC)), within 10 days of receipt of LOI/FOI/Detailed Letter of Award specified period.

- 7.2.2 Contract Documents to be signed between BCPL & selected bidder shall consist of the following:

- i) Agreement on stamp paper of appropriate value.
- ii) Letter of Intent / Fax of Intent

- iii) Detailed letter of award / acceptance along with agreed variation and other enclosures.
 - iv) Original bidding document along with set of drawings
 - v) Addendum/Corrigendum issued to bidder, if any.
- 7.2.3** Stamp paper of appropriate value shall be provided by the successful bidder after ascertaining its value.
- 7.2.4** The statement of Agreed variation prepared based on the deviation if any, finally retained by the bidder and accepted by BCPL, shall form part of detailed letter of award.
- 7.2.5.** The information required in FORM 32 must be submitted to EIC within 15 days from the date of placement of Letter of award.
- 7.2.6.** Bidders if so desires, may seek in writing the reason for rejection of their bid, to which BCPL shall respond quickly.
- 8. 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, GAIL shall forfeit Earnest Money paid by bidder & such bidder shall be debarred from participation in re-tendering of the same job(s)/item(s).

SPECIAL CONDITIONS OF THE CONTRACT

PART-A

DESCRIPTION:

NAME OF WORK: JUNGLE CUTTING / CLEARING OF VEGETATION CONTRACT AT BCPL PLANT FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.

TENDER NO: BCPL/DIB/C&P/SER/20140116/SD

1.0 GENERAL:

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

2.0 LOCATION:

BCPL-LEPETKATA, Dibrugarh, Assam.

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

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

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

5.0 TERMS OF PAYMENT:

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

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

6.0 EARNEST MONEY:

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

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

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

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

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

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

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

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

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

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

9.0 SECURITY DEPOSIT:

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

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

- 11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.
- 11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.
- 11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.
- 11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all

equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.

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

12.0 MEASUREMENT OF WORK:

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

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

13.0 DEFECT LIABILITY PERIOD:

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

Tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.00 SCHEDULE OF RATES:

- 20.1 The quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.
- 20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

21.00 COMPENSATION FOR DELAY:

No compensation for extended stay is payable to contractor.

22.00 TERMINATION OF CONTRACT:

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

23.00 CONTRACT AGREEMENT:

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

24.00 SUPERVISION OF WORK:

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

25.00 CLEARANCE OF SITE:

- 25.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-in-charge.
- 25.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.
- 25.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.00 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

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

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

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

- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 31.28 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

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

33.0 ARBITRATION CLAUSE:

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

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

34.0 JURISDICTION:

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

35.0 PRICE PREFERENCE:

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

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

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

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

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

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

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

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

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

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

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

38.1 SUB LETTING OF WORK:

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

contractor, the amount equivalent to the claim amount of sub-contractor/ individual/ vendor (s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub-contractor jointly submits a joint written settlement to BCPL.

38.2 AFFIDAVIT:

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

38.3 PF REGISTRATION:

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

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

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

40.1 Against Violation of applicable Safety, Health and Environment related norms, a penalty of ₹. 5,000.00 per occasion.

40.2 Violation as above resulting in:

40.3 Any physical injury, a penalty of 0.5% of the contract value (maximum of ₹. 2, 00,000.00) per injury in addition to ₹. 5,000.00 as in para 40.1.

40.4 Fatal accident, a penalty of 1% of the contract value (maximum of ₹. 10, 00,000.00) per fatality is addition to ₹. 5,000.00 as in para 40.1.

41.0 PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- iv) 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.
- v) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- vi) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - c) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - d) 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.

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

42.0 PRICE REDUCTION SCHEDULE:

NO DEVIATION CERTIFICATE

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

Dear Sir,

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

NAME : _____

BIDDER'S NAME : _____

COMPANY SEAL : _____

BRAHMAPUTRA CRACKER & POLYMER LIMITED

LEPETKATA, DIBRUGARH, ASSAM

A: CONTRACTOR'S SAFETY RECORD IN LAST ASSIGNED JOB: -

- Total nos. of employees =
- Working hours / day =
- Nos. of days worked =
- Total man hours worked =
(total nos. of employees X
working hrs / day X no. of days
worked)
- No. of fatalities =
- No. of major injuries =
- No. of three days injuries =
- Nos. of minor injuries =
- Total nos. of occupational
Diseases / illness =

B: SAFETY INFORMATION TO BE SUBMITTED BY CONTRACTOR:

Following information to be submitted at the end of the every month to the, office of In-charge (F&S) directly with copy to Engineer-In-Charge.

- A. - Total nos. of employees =
- Working hrs / days =
- Duration of contract (in days) =

B. STATUS OF SAFETY – GADGETS

- Nos. of helmets =
- Nos. of safety belt =
- Nos. of goggles =

Welding Goggles =	Grinding Goggles =	General Goggles =
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- Nos. of hand gloves =
- No. of safety shoe / gum boot =
- Length of barricading tapes =
- Status of warning tags (like
radiography, road blocking, no
entry etc. use) =

C. INCIDENT STATUS

- Name of safety representative =
- Nos. of minor injuries =
- Nos. of three days injuries =
- Nos. of major injuries =
- Nos. of fatalities (if any) =

D. INSPECTION RECORD

- Gas cutting set & welding =

Machine inspected on & by

- List of hand tools updated on =

- Hand tools inspected on & by =

- Ladders & lifting tools inspected =

on & by

SIGNATURE OF SITE IN-CHARGE

Contractor's Signature_____

SPECIAL CONDITIONS OF CONTRACT (SCC)

PART-B

NAME OF WORK: JUNGLE CUTTING / CLEARING OF VEGETATION CONTRACT AT BCPL PLANT FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.

TENDER NO: BCPL/DIB/C&P/SER/20140116/SD

1.0 SPECIFICATIONS:

The specifications for the entire work shall be in accordance with latest APWD/CPWD specifications and latest ARE codes.

Whenever these codes are silent, the same shall be governed by sound engineering practice and the decision of the Engineer-In-Charge in matter of interpretation shall be final and binding on the contractor.

2.0 ORDER OF PRECEDENCE

In case of ambiguity in Schedule Of Rates (SOR), general conditions, specifications, drawings the following order of precedence will prevail:

- (a) Telex/Telegram/Fax of intent, detailed letter of intent along with statement of agreed variations and its enclosures and any corrigendum/addendum.
- (b) Schedule of Rates (SOR)
- (c) Specifications/Special notes regarding specifications / drawings in conjunction with each other.
- (d) Special /Additional conditions of contract.
- (e) General conditions of contract.

3.0 The work is required to be carried out primarily at BCPL Plant, Lepetkata. Depending upon exigencies of work and as per instruction of EIC, the work may require to be executed out side Plant.

The bidder is advised to see the site conditions and nature of job before quoting his rates. It shall be taken that bidder has seen the site conditions and no claim on this account shall be entertained at a later date. Job shall be done in strict compliance with tender specifications.

The various items to be operated has been dealt in schedule of rates attached with tenders documents. **The rates should include supply of all materials, man power, equipments, consumables, taxes, duties, royalties, profits and overheads like Labour License, Insurance etc. required for the job as per specifications and Schedule of Rates (SOR).**

4.0 AWARD OF WORK

The price bid may consist of one or more parts/sub-heads depending upon the nature of work (s). The bidders are required to quote rates in figure as well as words for each part/ sub-head. BCPL intends to award the entire work to a single bidder on overall lowest cost basis, therefore, overall lowest bidder comprising of all the parts/ sub-heads shall be considered for award. The rates quoted differently for similar items in each part/ sub-head shall be considered as is for evaluation purpose. For award of work and payment thereafter, the lowest of the rates quotes for similar items in different parts/ sub-heads shall be considered.

5.0 SUBLET OF WORK

The contractor shall not sublet the contract, except with the written consent of the BCPL.

- 6.0** The drawings, conditions, specifications, Schedule of Rates (SOR) forming contract document are explanatory and are complementary to one another representing together with the work/installation to be carried out. In case of doubt, the matter shall be discussed with Company's engineer and necessary clarifications obtained. If neither the drawing nor the specifications, Schedule Of Rates (SOR) include any provisions which are absolutely necessary to complete the work as per drawings, the contractor shall provide the same, contained in any one viz (i) the drawings, (ii) the specifications and (iii) the Schedule Of Rates (SOR) but not specifically appearing in the other all such parts of the contract document and the work shall be executed accordingly.

7.0 LOCATION AND SITE CONDITIONS

- 7.1** The site of proposed work is at BCPL Plant located adjacent to NH-37 (almost 14 km from Dibrugarh Town towards Guwahati).
- 7.2** The contractor deemed to have inspected the site thoroughly and acquainted himself with the site conditions, availability of storage for materials, work areas available for construction, disposal / stacking of surplus earth from excavation of all kinds of soil/ rocks and acquainted himself with the general nature of the site, sub soil water table and its other features likely to affect his tender and the construction of the works. No claim/ extension of time whatsoever shall be entertained on account of prevailing site conditions.

8.0 TIME SCHEDULE

Total period of contract for this work will be for 03 months. The contract period for the work shall be reckoned from the date as mentioned in letter of award. Time is the essence of the contract and as such as every effort should be make to complete the work within prescribed time period for the execution of the work as contemplated under this contract. BCPL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days notice to the contractor.

9.0 SCOPE OF WORK

The work involves Jungal cutting/Clearing of vegetation at BCPL Plant. It also includes modifications, renovations, new works at given site as per details mentioned in SOR. **However, it may require to be executed out side Plant as and when required by EIC.**

The above gives the general scope of work, however tenderer is supposed to acquaint himself of various items as detailed in SOR. Tenderer may also visit the site before quoting their rates to asses the nature of work.

10.0 SCHEDULE OF WORK

The extent and nature of work has been given in Schedule of Rates (SOR) to be read in conjunction with drawings (if any) and the contractor shall quote their rates clearly in figure and words. The rates quoted shall be for completed work in all respect and shall include all taxes (except service tax), duties, material, and transportation of material, labors all overheads and profits, and nothing extra shall be paid except the rate quoted.

11.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

All materials, manpower, equipments and consumables shall be in the scope of supply of contractor and the quoted rates shall be inclusive of all necessary input to complete the job.

12.0 SUPERVISION OF WORK:

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

13.0 VARIATION IN QUANTITIES OF ITEMS DURING EXECUTION

During execution of item/work variation in individual quantities may be up to any limit (plus and minus) as per the site requirement. the contractor shall be bound to execute them at the rates quoted by the contractor. BCPL also reserves the right to split the item/work in full or in part during its execution (depending upon exigencies of work) without assigning any reason thereof. The decision of Engineer-In-Charge shall be final and binding on the contractor in this regard.

14.0 COMPLETION CERTIFICATE

Within one month of the completion of work(s)/Part(s) in all respect, the contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all surplus materials and rubbish is cleared off the site completely nor until the work shall have been measured by the Engineer-In-Charge whose measurement shall be binding and conclusive. The works will not be considered as complete and taken over by the owner, until all the temporary works, labour and store and colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-In-Charge.

If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the works, 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 incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any such actually realized by the sale thereof.

15.0 TERMS OF PAYMENT:

(A) PAYMENT OF RUNNING BILLS:

100% payment shall be released on completion of item / work as certified in the R.A bills.

(B) PAYMENT OF FINAL BILL:

- (i) Contractor must submit his final bill within sixty days of completion of the work and payment of the final bill shall be made to the contractor within 120 days of the submission of the bill and after completion of all obligations under the contract.
- (ii) **No Demand Certificate:** The contractor shall submit No Demand Certificate (NDC) for the net payment as finalized in the final bill before release of payment. The final bill shall be paid only on submission of NDC, otherwise final bill will be paid only after one year of submission of the same, as per BCPL's records and no claim of contractor shall be entertained thereafter.

- (C) The bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to Engineer-In Charge.

19.0 EXTRA ITEM /SUBSTITUED ITEMS

The rates for extra items/substituted items of work, ordered to be operated/executed shall be derived as under:

- a) If the item of work is similar to the item for which, the bidder has quoted rates in SOR , the quoted rate shall be applicable.
- b) If the rate for the item does not appear in the SOR, the rate shall be derived from similar items of work indicated in SOR
- c) The rates for those items of work which cannot be derived from quoted rates in the SOR shall be derived from the prevailing market rates of material and labour plus 10% towards contractor's overheads and profits. The opinion of the Engineer in charge as to the current market rates for materials and the quantum of labour and material involved per unit shall be final and binding on the contractor.

For this purpose and for the purpose of sub-clause (c) above, the coefficient of labour, material and wastage shall be adopted from the CPWD analysis of rates/standard schedule of rates as decided by the Engineer –in charge. The contractor shall submit vouchers /quotations in proof of rates paid /likely to be paid for material and labour.

Above provisions for derivation of rates of extra items/substituted items shall supersede the provisions indicated in GCC.

20.0 SITE EXECUTION

- (A) All materials, tools, tackles, equipment etc. required to carry out any job shall be supplied by contractor at his cost unless otherwise stated.
- (B)The replacement of any unserviceable old/ damaged fittings/ burried cables materials shall be done only after the instruction received from EIC or his representative. It will be responsibility of the contractor to get the new installed fittings inspected and verified from BCPL. The unserviceable old/ damaged fittings/ materials shall be taken out and disposed off by the contractor at his own cost to location as directed by EIC. Nothing extra shall be claimed by bidder on this account, the tenderer are advised to quote the rates accordingly.

**SIGNATURE AND SEAL OF
THE CONTRACTOR**

SCHEDULE OF RATE (SOR)

**JUNGLE CUTTING / CLEARING OF VEGETATION CONTRACT AT BCPL PLANT FOR
M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA –
DIBRUGARH.**

TENDER NO.: BCPL/DIB/C&P/SER/20140116/SD

SL NO	DESCRIPTION	UOM	QTY	RATE (₹.)		TOTAL AMOUNT (IN FIG.)
				IN FIG	IN WORDS	
1	Cleaning jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth upto 30cm measured at a height of 1m above ground level and removal of rubbish upto a distance of 50m outside the periphery of the area cleared.	Sqm	125000			
2	Clearing grass and removal of the rubbish upto a distance of 50m outside the periphery of the area cleared.	Sqm	42482			
3	Disposal of rubbish upto a distance of 5 KM within or outside plant Boundary as per direction of the EIC	CUM	600			
4	Earthwork in surface excavation not exceeding 30cm in depth but exceeding 1.5m in width as well as 10 sqm on plan including disposal of excavated earth upto 50m and lift upto 1.5 m ,disposed soil to be neatly levelled and dressed.					
	All kinds of soil	Sqm	5000			
GRAND TOTAL						

Total Amount in Figures =

Total Amount in Words =