



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

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150245/MKB

Date: 11.02.2016

To,

**BID DOCUMENT FOR FACILITY MANAGEMENT SERVICES(FMS) COVERING
COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE
OFFICES AT LEPETKATA,LAKWA,DULIAJAN AND GUWAHATI FOR A PERIOD
OF 02 YEARS**

Prepared & Issued By
CONTRACTS & PROCUREMENT DEPT.
M/s. Brahmaputra Cracker & Polymer Ltd.
“Administrative Building”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
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For Brahmaputra Cracker and Polymer Limited,
(A Government of India Enterprise)

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**BID DOCUMENT FOR FACILITY MANAGEMENT SERVICES(FMS)COVERING
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OFFICES AT LEPETKATA,LAKWA,DULIAJAN AND GUWAHATI FOR A PERIOD
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Request For Quotation (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO-BID system towards BID DOCUMENT FOR FACILITY MANAGEMENT SERVICES(FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

As detailed below in complete accordance with enclosed tender document:

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

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Tender (Bid to be sent by post / courier or hand delivered).
1.2.2	Earnest Money Deposit / Bid Security (Refundable)	Rs.96,000/-
1.2.3	Bid Document No.:	BCPL/DIB/C&P/SER/20150245/MKB
1.2.4	Period of Contract	Period of execution shall be two (2) years and contract shall be valid for a period of one (02) year from the date of LOA/LOI as per SCC Part B.
1.2.5	Pre-Bid Meeting	23.03.2016 at 03:00 PM
1.2.6	Last date and time for Submission of bid	04.03.2016 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un –priced bid at BCPL, Lepetkata	04.03.2016 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days.
1.2.8	Place of submission of bid	CONTRACTS & PROCUREMENT DEPT. BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Venue for Opening of Un-priced bids	CONTRACTS & PROCUREMENT DEPT. BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Security Deposit/CPBG	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security 7.5% of Contract Value excluding taxes & duties (valid up to 3 months beyond Contract Period) in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance .There is no exemption for Security Deposit to PSU/Govt Departments.
1.2.11	Contact Person	Manish Kumar Binjola, Sr. Officer (C&P) E-mail: mkbinjola@bcplindia.co.in Ph. No. +91-373-2914635

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

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

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

EARNEST MONEY DEPOSIT: Rs.96, 000/-

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

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

Format of Bank Guarantee towards EMD is enclosed with tender.

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

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

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

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

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

BIDDERS ELIGIBILITY CRITERIA/ BID EVALUATION CRITERIA:

(A) TECHNICAL CRITERIA:-

1. The bidder should have executed at least one Single work order of value not less than Rs. 12 Lacs (excluding service tax) for providing IT support and maintenance services of Desktops / Peripherals (i.e. Printers, Scanners etc.) /

Servers / Networking devices (i.e. Switches, Routers etc.) in any of the preceding seven (07) years reckoned from the last date of bid submission.

2. Bidder must submit copies of relevant work order and its completion certificate issued by the end user in support of meeting the above experience. Copy of completion certificate must indicate reference no. of work order/date, actual date of contract started & completed and actual executed value of work order.

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

NOTE:

a) For running similar service contracts, if the actual executed value is equal to or more than the value indicated above as on un-priced bid opening date, the same shall also be considered as meeting the single order value criteria.

b) The experience criteria of those bidders (who have worked as sub-contractors) may be considered as meeting the above BEC subject to their submitting the Copy of work order along with SOR issued by main contractor and Copies of completion certificates from the end user / owner and also from the main contractor. The completion certificate shall have details like work order no./date, brief scope of work, ordered and executed value of the job, completion date etc.

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

d) However , Bids of Joint Venture/ Consortium not acceptable.

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

(B) FINANCIAL CRITERIA:-

NOT APPLICABLE.

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

modified / altered by the bidder, the bid submitted by the M/s (Name of the bidder) shall be liable for rejection.

1) **Evaluation Methodology:**

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

OTHER DOCUMENTS BIDDER SHALL SUBMIT:

-
- Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.
OR
Affidavit of proprietorship and power of attorney in case of Proprietary firm
OR
Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) and power of attorney.
 - Attested copy of service tax registration certificate.
 - Attested copy of PAN Card.
 - Attested copy of PF registration certificate.
 - Duly filled Bank Details format along with cancelled cheque for RTGS / NEFT payment.

2) **TECHNICAL SPECIFICATION :**

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

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

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

4) **SERVICE TAX: -**

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

5) **PRE-BID MEETING:**

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

6) **CONTRACT SCHEDULE:**

The contract period shall be for one year and as per SCC- Part B.

7) VALIDITY PERIOD OF OFFER:

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

8) VAT / CST No:

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

9) SECURITY DEPOSIT:

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

10) GENERAL

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

11) FIXED PRICE:

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

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

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

13) ORDER OF PRECEDENCE:

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

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

14) PUBLIC PROCUREMENT POLICY (PPP), 2012

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.

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

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

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

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

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

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150245/MKB

**BID DOCUMENT FOR FACILITY MANAGEMENT SERVICES(FMS)COVERING
COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE
OFFICES AT LEPETKATA,LAKWA,DULIAJAN AND GUWAHATI FOR A PERIOD
OF 02 YEARS**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 04.03.2016

Date and time for opening of bids: 15.00 hrs (IST) on 04.03.2016

From:

To:

	CONTRACTS & PROCUREMENT DEPT. M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING , BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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

INSTRUCTIONS TO BIDDERS**Table of Contents****A. General**

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- 7.2 Income Tax
- 7.3 Road permit

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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

As mentioned in page 04 of tender document.

4. One Bid per participates

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

5. Cost of Bidding

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

6. Site Visit

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

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

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

7. Service Tax

Please Refer Clause No 4 of RFQ

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit: Not Applicable

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the

source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

EMD / BID BOND as specified

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

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

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

iv) Organization details:

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

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

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

v) All formats mentioned in Section: IIB

Any other information/details required as per bid document.

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

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

Part-II price Bid

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

13. Bid Prices

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

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

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

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

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

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

13.7 Alternative bids shall not be considered.

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

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

14. Bid Currencies

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

15. Bid Validity

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

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

16. Bid Security

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

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

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

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

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

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

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

16.7 The bid security may be forfeited:

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

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

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

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

iii) to accept arithmetical corrections.

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

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

17. Pre-Bid Meeting

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

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

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

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

18. Format and Signing of Bid

18.1 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to

sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for un-amended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

19.2.14 EMD / Bid Bond

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

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

20. E-Payment

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

Part A - Techno-commercial/ unpriced Bid,

Part B - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

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

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Unprice Bid Opening:

BCPL will open bids, including withdrawals and modifications made pursuant to Clause 25, in the presence of bidders' designated representatives who choose to attend, at date, time and location

stipulated in the RFQ. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

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

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

A material deviation or reservation is one

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

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

30. Correction of Errors

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

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

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

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

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

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

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

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

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

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

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

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

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

40. Contract Performance Security

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

41. Corrupt or Fraudulent Practices

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

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

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

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

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

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

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

b) In case, the information/document furnished by the vendor/contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such vendor/contractor

without any prejudice to other rights available to BCPL under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

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

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

42 Misc.

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

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

43. ERRANT BIDDER:

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

44. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

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

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

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

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

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

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

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

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be

banned for future business with GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

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

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

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

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years. In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

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

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

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

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

45 Performance Rating & Evaluation:

BCPL follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of BCPL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be banned/put on holiday for future business with BCPL.

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

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

Very good

Good

Fair

Poor

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

part in performance and such vendors and contractors will not be allowed to participate in business with BCPL for the Holiday period.

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

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal cases: No defects / No deviation / No failure 40 Marks

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

1.3 RELIABILITY OF PERFORMANCE 20 Marks

A. FOR SUPPLIES:

(i) Submission of order acceptance, PBG, drawings & other documents within time.	5 Marks
--	---------

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

Section-IIB

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

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

1-1 Bidder Name: _____

1-2 Number of Years in Operation: _____

1-3 Address of Registered Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

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

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

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

1-7 E-mail address, _____

1-8 Website:: _____

1-9 Fax Number: _____

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

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

1-12 Banker's Name, Branch _____

1-13 Bank account number _____

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

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

1-16 PAN No. :

1-17 Whether SSI Registrant Or not :

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

BID FORM F2

To,

Dy. General Manager(C&P) BCPL

Lepetkata, Dibrugarh, Assam (India)

Phone: +913732914609

Dear Sir,

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

We confirm that this bid is valid for a period of Three (3) months from the date of opening of Techno- Commercial Bid, and it shall remain binding upon us and may be accepted by anytime before the expiration of that period.

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

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

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

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

SEALAND SIGNATURE
DATE:

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

(SIGNATUREOFWITNESS)

WITNESSNAME:

ADDRESS:

LIST OF ENCLOSURES

F3

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:
 Date:

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

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

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:

Date:

(Signature of Authorized Signatory of Bidder)

Name:

Designation:

Seal:

**Request for receiving e-payments from BCPL directly in
the Bank Account of the vendor/contractor**

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

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

Dear Madam/ Sir,

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

Thanking You,

Yours truly,

(Signature of vendor/contractor)

Name : _____

Address : _____

CERTIFICATE FROM BANK

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

(Signature with Seal of Bank)

Branch Manager/ Authorised Signatory

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

To:

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

Dear Sirs,

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

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

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

Yours faithfully,

 Bank
 By its Constituted Attorney

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

DECLARATION

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

Dear Sir,

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date : Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
SR. OFFICER (C&P)
BRAHMAPUTRA CRACKER & POLYMER LTD.
“ADMINISTRATIVE”, P.O.LEPETKATA
DIBRUGARH, ASSAM, PIN – 786006
FAX: 0373 – 2914611 / 2914609

SUBJECT:

Dear Sir,

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

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

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

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

- B) Details of Contact person:

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

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

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

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

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

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

CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. A N D

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

Signed and Delivered for and on
behalf of the EMPLOYER.

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

BRAHMAPUTRA CRACKER & POLYMER LIMITED (NAME OF THE CONTRACTOR)

Date : _____
Place: _____

Date : _____
Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s.

Offer Ref.

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

Clauses confirmed hereunder should not be repeated in the Bid.

SI. No.	Description	Bidder's Confirmation
1	It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2	Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3	Confirm that the offer shall remain valid for acceptance up to 4 (Four) months from Final Bid Due Date /Date of Opening of Bids	
4	Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5	Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
6	Provide PAN number.	
7	Provide Service Tax Registration number.	
8	Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
9	Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
10	Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
11	Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
12	Confirmed that all terms and conditions of the tender are acceptable in totality	
13	Confirm that the prices are quoted as per clause 13.0 of ITB.	
14	Bidder's name and address	
15	Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
16	Confirm acceptance of Terms of Payment as specified in the Bid Document.	

17	Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
18	Confirm acceptance in totality of the Terms & Conditions contained in:	
I	Instructions to Bidders	
II	General Conditions of Contract (GCC)	
III	Special Conditions of Contract (SCC)	
IV	Scope of Work	
V	All other commercial documents/attachments of Bid Document	
19	Indicate Name & Contact Email/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	

DOCUMENT SUBMITTED BY BIDDER:

DESCRIPTION	SUBMITTED (YES / NO)
Attested copy (ies) of partnership deed (in case of partnership firm) power of attorney. OR Affidavit of proprietorship and power of attorney in case of Proprietorship firm OR Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) and power of attorney.	
Attested copy of service tax registration certificate	
Attested copy of PAN Card.	
Attested copy of PF registration certificate	
Bank Details along with cancelled cheque for RTGS / NEFT payment - F- 8.	
All forms & formats duly filled, signed & stamped	
Tender document duly signed & stamped	

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

Signature _
Name-----
Designation _
Tel No.
E-mail -----
Fax No-. -----
Office Stamp -----_

SPECIAL CONDITIONS OF CONTRACT [SCC]

SPECIAL CONDITIONS OF THE CONTRACT
SCC: Part -A

1.0 GENERAL:

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

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

2.0 LOCATION:

BCPL Plant, Lepetkata is situated adjacent to NH-37 (almost 16 KM from Dibrugarh Town – towards Guwahati) in the Dibrugarh district of Assam.

BCPL Plant, LAKWA is located almost 67 KM from Dibrugarh Town towards Guwahati in the Shivsagar district of Assam.

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

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

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

5.0 TERMS OF PAYMENT:

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

6.0 EARNEST MONEY:

The Earnest Money Deposit (EMD) for the amount as mentioned in Pg/04 shall be submitted in the form of Crossed Bank Demand Draft / Banker's Cheque drawn on any Nationalized / Scheduled bank in favour of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam.

Format of Bank Guarantee towards EMD is enclosed with tender.

7.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

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

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @7.5% of Contract Value excluding taxes & duties has to be deposited within 30 (Thirty) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.
- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.
- 9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed Proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.
- 9.4.1 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

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

12.0 MEASUREMENT OF WORK:

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

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

13.0 DEFECT LIABILITY PERIOD:

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

- 14.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools and
- 14.2 Tackles and augment the same as decided by the Engineer-in-Charge depending on the
- 14.3 exigencies of the work so as to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.
- 14.4 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.0 SCHEDULE OF RATES:

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

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

21.0 COMPENSATION FOR DELAY:

As per GCC.

22.0 TERMINATION OF CONTRACT:

As per GCC.

23.0 CONTRACT AGREEMENT:

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

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

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

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

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

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.0 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

If any action in court is brought against the owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the contractor to perform any acts, matters, convenient or things under the contract or damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representative or his subcontractors or in connection with any claim based on lawful demand of subcontractor, 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 strictly adhere to guidance, instruction when required.
- 31.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 31.20 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 31.22 All types of transport connected with the work shall be in the scope of the contractor.

- 31.23 Suitable site office space may be provided by BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 31.25 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 31.28 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.
- 32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :**
The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.
- 33.0 ARBITRATION CLAUSE:**
- 33.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 33.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 33.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to he Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of and Arbitrator, the Appointing Authority shall do it on expiry of 30 days.
- 33.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.

- 33.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.
- 33.6 The award of the Arbitrator shall be final and binding on both the parties.
- 33.7 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.
- 34.0 JURISDICTION:**
The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at GUWAHATI for the purpose of disputes, actions and proceedings arising out of the CONTRACT.
- 35.0 PRICE PREFERENCE:**
Price Preference to Central/State Government/Public Sector Enterprises (PSEs), Public Sector Construction and Services Enterprises or joint ventures with PSEs shall be applicable as per directives of Government of India.
- 36.0 SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT:**
- 36.1 Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.
- 36.2 In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BCPL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to BCPL under the contract such as forfeiture of Security Deposit, withholding of payments etc.
- 36.3 In case the issue of submission of false document comes to the notice after execution of the work, BCPL shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.
- 36.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.
- 37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES**
- 37.1 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.
- 37.2 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.
- 37.3 Non-submission of the attested copies of the certificates/documents will render they bid non-responsive and liable for rejection.

38.1 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.

SPECIAL CONDITIONS OF CONTRACT –PART B

SPECIAL CONDITIONS OF CONTRACT (SCC)

SUB: FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

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1.0 NOTE TO SCC

- a) Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- b) 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.
- c) 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.
- d) 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.

1.1 INTRODUCTION

Brahmaputra Cracker and Polymer Limited (BCPL) is implementing the prestigious Assam Gas Cracker project, the first ever Petrochemical project in entire North East India. The project came as a part of the historic Assam Accord signed on 15th August, 1985 with the motive of overall socio-economic development of the region. It was approved by the Cabinet Committee on Economic Affairs (CCEA) on 18th April, 2006. Subsequently a Joint Venture Company BCPL was incorporated on 08th January, 2007 as Central Public Sector Enterprise under the under the Department of Chemicals & Petrochemicals, Govt. of India. The project is expected to generate scope for substantial investments in setting up of downstream plastic processing industries, thereby will generate both direct as well as indirect employment.

GAIL (India) Limited is the main promoter having 70% of equity participation and the rest 30% is equally shared by Oil India Ltd (OIL), Numaligarh Refinery Limited (NRL) and Government of Assam. Dr. Manmohan Singh, Honourable Prime Minister of India laid the foundation stone of this project on 9th April, 2007.

The Complex is spread over 3000 Bighas of Land at Lepetkata, and situated at approximately 15 Kilometers away from the Tea City Dibrugarh. M/s Engineers India Limited is the Engineering and Project Management Consultant for the project. Gas Dehydration and Compressor facilities are established at Duliajan along with Gas Sweetening Unit and C2+ Recovery Section at Lakwa.

The Feedstock for the project will be Natural Gas and Naphtha. OIL and ONGC will supply Natural Gas and Naphtha shall be supplied by NRL. The principal end products of the Complex will be High Density Polyethylene (HDPE) and Linear Low Density polyethylene (LLDPE) totaling 2, 20,000 Tonnes per Annum (TPA) and 60,000 TPA of Polypropylene. The other products include Raw Pyrolysis Gasoline and Fuel oil.

BCPL desires to have management of IT Infrastructure, which shall include enterprise-wide comprehensive Maintenance Support Services (henceforth called as MSS) & Facility

Management Services (henceforth called as FMS) of its existing / upcoming IT Infrastructure at various locations. The Contractor shall be responsible to carry out comprehensive MSS & FMS of entire IT infrastructure as detailed in this document with the objective to achieve maximum uptime of the installed Systems /Devices /Equipments & Network for optimum utilization of resources and availability of various services to end-users.

Broadly, the contract shall cover the following IT Infrastructure:-

1.1.1 Enterprise-wide existing desktop / laptop PC Systems, Printers, Scanners, Networking equipment, UPS & associated Peripherals as per Annexure-A & Annexure-B.

Comprehensive Maintenance Support Services (MSS) shall cover Maintenance & repair of IT Systems, covered under the Scope of Work, including all kind of breakdown and preventive Maintenance, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spares etc.

Facility Management Services (FMS) shall cover various technical services such as support for Desktop Management Services, Network management Services, Vendor Management services etc. of IT Systems, covered under the Scope of Work.

Bidder is required to go through all the terms & conditions of this Tender document carefully and shall confirm the compliances of all clauses of tender by submitting Compliance confirmation statement of Tender document as per **Annexure-H**.

Bidder must quote basic rates for all the Services as per the format given under the Schedule of Rates (SOR) section of bid document. The quoted rates of SOR shall be inclusive of all charges such as service charges, transportation, packing, forwarding & logistic support etc.. and all applicable Taxes & Duties except Service tax & Cess thereon.

Service Tax and Cess thereon, if applicable, shall be indicated separately in the SOR and shall be payable extra on actuals after submission of documentary evidence/invoice.

Bidder shall also quote on lump-sum basis, including all taxes & duties for supply of genuine & recommended LAN Cabling items, as indicated in the SOR Table 'F'. The cost of estimated quantities as indicated in Table 'F' of SOR will also be taken into account for cost comparison purpose. However, Bidder to supply required quantities of consumables as per SOR till the expiry of the contract.

Recommended makes for CAT-6 UTP Cable box, and IO box with SMB for CAT-6 are SYSTIMAX, AMP, D-Link, i-Ball. All LAN consumable items as per Table 'F' of SOR shall be supplied at any BCPL location with the approval from BCPL IT department only. During the entire period of contract, at any of the BCPL locations, maximum no. of LAN points to be installed under Table 'F' of SOR shall be restricted to 50 numbers only. Any new office of BCPL/New building coming up in BCPL complex, BCPL townships are excluded from the scope w.r.t. Table 'F'.

Bidder shall supply the LAN Cabling items & other items at respective sites as and when required by the sites and payment for total cost of the LAN Cabling items & other items if any, will be released along with subsequent quarterly bill, depending on numbers of items supplied / replaced / repaired at various locations, certified by Engineer-In-Charge. Supplied consumable items will be under one year warranty from date of supply to BCPL.

Evaluation of the bids shall be carried out on the total amount quoted for all SOR components of the tender document. Order will be placed to the techno-commercially successful bidder on overall L1 basis.

1.2 DURATION OF CONTRACT / CONTRACT PERIOD

The Contract period shall be 2 (Two) Years from the date of Mobilization. Mobilization at sites shall be done within 30 days from date of issue of FOA (Fax of Acceptance). The date of mobilization/commencement of contract will be decided / confirmed by EIC.

However, Contract period may be further extended, prior to the expiry of the contract for another year in the spell of months, at the same rates, terms and conditions depending on performance of service provider, at the sole discretion of BCPL.

1.3 PERFORMANCE

The Contractor should be a total service provider, responsible to carry out Comprehensive Systems Maintenance Support Services (MSS) and Facility Management Services (FMS) for IT Infrastructure, covered under Scope of work. The Contractor shall undertake to perform all services under this contract with all reasonable skill, diligence and care in accordance with sound industry practices to the satisfaction of the BCPL and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect or deficiencies noticed in the contractor services will be promptly remedied by the contractor within seven calendar days upon the receipt of written notice from BCPL to improve their performance failing which BCPL may terminate the Contract as per GCC.

1.4 RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS

- 1.4.1 The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme 1995.
- 1.4.2 The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- 1.4.3 The contractors shall submit the ECR/Bank Challans along with bank receipts/bank statement on monthly basis for the proof of depositing of PF contribution with RPFC and ESI contribution with ESIC.

- 1.4.4 The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labour, Govt. of India, for engaging 20 or more persons under this contract.
- 1.4.5 The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Workman Compensation Act 1923, Employees' State Insurance Act 1948 and other relevant acts, rules and regulations enforced from time to time.
- 1.4.6 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 in the presence of Engineer In-Charge. After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and sign the wage register jointly.
- 1.4.7 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.
- 1.4.8 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.
- 1.4.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 1.4.10 No contract worker below the age of 18 years shall be deployed on the work.
- 1.4.11 The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- 1.4.12 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhering to guidance, instruction whenever required.
- 1.4.13 Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from Security Dept. through OPERATION-IN-CHARGE for his employees.
- 1.4.14 Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.
- 1.4.15 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labour, 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 centre / state / local statutory authorities.
- 1.4.16 All existing and amended safety / fire rules of BCPL are to be followed at the work site.

- 1.4.17 Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 1.4.18 In case of accident, 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.
- 1.4.19 The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation. Where ESI Act is not applicable the contractor is required to obtain insurance policy under Employee Compensation Act, 1923.
- 1.4.20 The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a civil govt. doctor.
- 1.4.21 No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / BCPL will terminate the contract immediately and may refer the case to police.
- 1.4.22 The contractor hereby agrees to indemnify owner / BCPL and harmless from all claims, demands, actions, cost and charges etc brought by any court, competent authority / statutory authorities against owner/BCPL.
- 1.4.23 Following documents shall be submitted by the Agency/contractor to Engineer In-Charge at various stages during the currency of the contract:

A. IMMEDIATELY AFTER ISSUANCE/RECEIVING OF LETTER OF INTENT (LOI):

1. Application for issuance of Form –V for obtaining Labour License from Licensing Authority.
2. Copy of Labour License before commencement of work.
3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
4. Copies of Appointment Letters of persons to be engaged in BCPL by the contractor.
5. Copies of Identity Card issued by the contractor of persons to be engaged in BCPL.
6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
7. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC.(wherever applicable)
8. Copies of ESI Identity Card of persons to be engaged in BCPL or where ESI Act is not applicable, Copy of Insurance coverage under Employees Compensation Act,1923.
9. Copy of Insurance policy taken under Employees Compensation Act 1923.

B. AT THE TIME OF SUBMISSION OF BILLS:

1. Copy of wage register duly certified by authorized representative of the contractor and BCPL certifying as “ Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on----- (date) at ----- (place) “.
2. If wages are paid through bank, copy of bank statement duly certified by bank of previous month.
3. Copy of Electronic Challan cum Return (ECR) for the proof of Provident Fund contribution deposit along with details of employees, PF account No., contributions of employee and employer etc. .
4. Copy of ESI contribution Challan along with proof of deposit with bank/remittance slip of previous month along with details of employees, account No. contribution etc. (wherever applicable)

C. DOCUMENTS TO BE SUBMITTED ON ANNUAL BASIS:

1. Copy of Annual Return in FORM 6A submitted to concerned Regional Provident Fund Commissioner.
2. Copies of Annual Statement of contribution in Form 3A distributed to persons engaged in BCPL.
3. Half yearly returns submitted to concerned Regional Labour Commissioner.

D. REGISTERS TO BE MAINTAINED BY THE CONTRACTOR:

a. Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936: During the currency of the contract, the contractor has to maintain registers like:

1. Muster Roll in FORM-XVIII
2. Register of workmen in FORM-XIII
3. Wage Register in FORM-XVII
4. Register of Deductions in FORM-XX
5. Register of Over time in FORM-XXIII
6. Register of Fines in FORM-XVI
7. Register of advances in FORM-XXII
8. Issuance and maintenance of Wage Slip in FORM XIX .
9. Issuance of valid Identity Card by the contractor IN FORM XIV.

b. Employee State Insurance Act, 1948: : During the currency of the contract, the contractor has to maintain registers like:

1. Register of employees in FORM-6
2. Accident Book in FORM-11

E. AT THE TIME OF CLOSURE OF CONTRACT:

1. Indemnity Bond of Rs 100/- duly notarized from Notary indemnifying BCPL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other payments. Performa Indemnity Bond is as per clause 1.4.24.

1.4.24 INDEMNITY BOND.

INDEMNITY BOND

WHEREAS **Brahmaputra Cracker and Polymer Limited** (hereinafter referred to as BCPL) which expression shall, unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office at **Hotel Brahmaputra Ashok, M.G. Road, Guwahati-781001, Assam** has entered into a CONTRACT with ‘**name of the contractor**’ Incorporated (hereinafter referred to as the (‘CONTRACTOR’) which expression shall unless repugnant to the context include their legal representatives, successors and assigns, having their Registered Office ----- for Rs. -----for “**NAME OF THE CONTRACT**” ---- **for a period of-----**” and on the terms and conditions as set out, inter-alia in the Work Order No. -----and various documents forming part thereof hereinafter collectively referred to as the ‘CONTRACT’ which expression shall include all amendments, modifications and / or variations thereto.

BCPL has also advised the CONTRACTOR to execute an Indemnity Bond in favour of BCPL indemnifying it from all consequences which may arise out of any Case filed by any workers / Labourers / vendors/ sub- contractors /partner etc who may have been engaged by the CONTRACTOR directly or indirectly with or without consent of BCPL for above works , which may be pending before any court of Law including Quasi Judicial Authority , Competent Authority , Labour Court , Arbitrator , Tribunal etc..

NOW, THEREFORE, in consideration of the promises aforesaid; the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BCPL from any loss, which may arise out of any such contract/Case. The CONTRACTOR undertake to compensate to BCPL forthwith, on demand, without protest the loss suffered by BCPL together direct / indirect expenses.

AND THE CONTRACTOR hereby agrees with BCPL that :

- (i) This Indemnity Bond shall remain valid and irrevocable for all claims of BCPL arising from any such contract/case for which BCPL has been made party until now or here-in-after.
- (ii) This Indemnity Bond shall not be discharged/revoked by any change / modification / amendment / deletion in the constitution of the firm / contractor or any conditions thereof including insolvency etc. of the CONTRACTOR but shall be in all respects and for all purposes binding and operative until any claims for payment are settled by the contractor.

The under signed has full power to execute this Indemnity Bond on behalf of the CONTRACTOR and the same stands valid.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Place :

Dated :

1.5 CONTRACTOR’S RESPONSIBILITIES

1.5.1 The contractor should be a total IT service provider and shall cover the total scope of the Contract. The contractor shall ensure availability of all technical expertise, manpower resource, availability of standby systems, spare parts, logistics support etc. and all the expenses incurred for the same will be borne by the contractor.

1.5.2 The contractor shall undertake to perform the services with the highest standards of professional and ethical competence and integrity. The contractor must have competence to undertake configuration, repair and maintenance of respective hardware and software, being

maintained by them. Contractor will arrange all spares and skills required to undertake configuration, repair and maintenance.

- 1.5.3** The contractor shall provide all the service through the manpower deployed from their own company. However, technical support for any specialized work (like cabling work, L3-L4 level support from respective OEMs or their authorized channel partners) can be agreed with prior permission from BCPL. Further, this exception shall be applied to the very specialized work as mentioned above and for all other requirements like deployment and day-to-day operations, the manpower shall be used from the Contractor regular personnel only. The Contractor will be solely responsible to ensure compliance of all obligations under the contract.
- 1.5.4** The contractor shall confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of the Tender. The contractor bid should submit this confirmation along with techno-commercial as per **Annexure ‘H’**.
- 1.5.5** The contractor shall name a Senior Management personnel as Project Manager for execution of the enterprise-wide MSS & FMS services, management and liaison / discussions with BCPL on regular basis.
- 1.5.6** The contractor shall inventorize and label the hardware identified by BCPL at respective sites to be covered under this contract and prepare a list with detailed technical specifications, make, model and OS in use.
- 1.5.7** The date of commencement of MSS & FMS services for different systems may be different, depending upon some of the systems being under existing warranty support but the contract completion date across BCPL locations shall be the same.
- 1.5.8** The date of commencement of MSS & FMS services for different locations may be different, depending upon when the contractor has been able to mobilise resources for the location but the contract completion date across BCPL locations shall be the same.
- 1.5.9** To have the technical skills verified and build confidence on the manpower likely to be placed, contractor shall arrange interview with BCPL technical team for the manpower that Contractor is planning to position at respective sites. BCPL at their discretion can choose to those who get qualified. Contractor shall issue a Photo-Id card and submit ‘Police verification’ report of the deployed employees to the EIC’s within one month of deployment.
- 1.5.10** BCPL, at its sole discretion, if determines that the services are not being performed satisfactorily or that any security rules, standards, guidelines, policies, or procedures are not being followed, then BCPL shall inform Contractor of the same. After being informed, Contractor shall take within the mutually agreed time period such steps as necessary and appropriate to remedy the situation, including, but not limited to, replacing individuals who have been assigned for rendering the services. The mutually agreed time period in case of replacement of manpower will be 01 month.
- 1.5.11** All the manpower explicitly mentioned in the tender document is for front end support purposes only. However, bidder has to ensure that the BCPL IT services are up & running on 24 * 7 basis and also all the expertise (L3 and L4 level support) is to be readily made available for keeping the services running as per the SLR for all the hardware, components and services across BCPL locations. In case Contractor fails to resolve any critical time bound problem, services of third party domain expert agency shall be hired at the risk and cost of the contractor for resolving the critical problem without any cost implication to BCPL.

1.5.12 In case Contractor fails to repair any of the critical devices within a period of two continuous days and less critical devices within a period of five continuous days, and also fails to provide suitable replacement as stand-by, BCPL has the option to get the system repaired / replaced from the third party at the risk and cost of the contractor. Accrued expenditure by BCPL on such head will be deducted from the ensuing bill of the Contractor.

1.5.13 The contractor shall supply required nos. of consumable items at each instance till the expiry of the contract within a period of thirty days at respective sites after receiving such communication from respective site EIC. Non delivery of consumable items within thirty days will attract Non Performance Deduction as per clause 1.11.2(2). In case of non-supply of required consumable items beyond thirty days, respective site EIC reserves the right to procure those items from the open market and deduct the cost of such consumables from the quarterly bill of the contractor.

1.5.14 At the time of closing / expiry of the contract, Contractor shall provide full support & assistance to the new designated contractor / BCPL for smooth handing over / taking over.

1.5.16 Confidential Information

- a) Contractor shall keep confidential any Confidential Information of BCPL with the same degree of care as it would treat its own confidential information. All the Confidential Information will be used only for the purposes of this contract and shall not be disclosed to any third party for any reason whatsoever.
- b) The term “Confidential Information” means any information, including without intimation, information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information.
- c) At all times during the performance of the Services, Contractor shall abide by all applicable information security rules, policies, standards, guidelines and procedures. Contractor agrees that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms of this contract and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d) A Non-disclosure Agreement shall be signed between BCPL and Contractor as per following format :-

NON – DISCLOSURE AGREEMENT

This Agreement is made on this _____ day of _____ 20__.

BETWEEN

Brahmaputra Cracker and Polymer Limited , a Company incorporated under the Companies Act, 1956 and having its Registered Office at **Hotel Brahmaputra Ashok, M.G. Road, Guwahati-781001, Assam, India** (hereinafter referred to as "BCPL", which expression unless repugnant to the context shall include its successors and assignees) represented by its _____Mr. _____, of the First Part

AND

_____ a Company incorporated under the Companies Act, 1956 having its principal place of business at _____(hereinafter referred to as "**XXX**", which expression unless repugnant to the context shall include its successors, assignees and subsidiaries) represented by its _____**Mr.** _____, on the Other Part.

BCPL and XXX may also be referred to individually as "Party" and collectively as "Parties" herein below.

WHEREAS:

1. BCPL is desirous of appointing XXX to provide necessary advice and support in modifying, upgrading its existing systems and operations and/or installation of new components, equipment, systems, software, etc and the Parties are in the process of entering into a Contract
2. During the course of the engagement or subsequently disclosure of certain information which is proprietary/ confidential to BCPL may become necessary or desirable.
3. BCPL is willing to disclose such Proprietary/Confidential Information (as defined in Clause 1 below) to XXX upon the terms and conditions herein set forth and XXX is willing to maintain the confidentiality of such information disclosed to it by BCPL in accordance with the terms and conditions hereof.

NOW THEREFORE, in consideration of the disclosure of such Proprietary/Confidential Information and upon covenants and promises herein contained, it is agreed as follows:

1. "Confidential Information" shall mean any information, including without limitation, information created by or for BCPL, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the Parties that all the business process and methods used by XXX in rendering the services hereunder are the Confidential Information.
2. XXX shall keep confidential any Confidential Information of BCPL with the same degree of care as it would treat its own confidential information. All the Confidential Information will be used only for the purposes of this Agreement and shall not be disclosed to any third party for any reason whatsoever.
3. At all times during the performance of the Services, XXX shall abide by all applicable information security rules, policies, standards, guidelines and procedures. XXX agrees that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms of this Agreement and such rules, policies, standards, guidelines and procedures by its employees or agents.
4. XXX agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party Confidential Information of BCPL, except as approved in writing by BCPL, and will use the Confidential Information for no purpose other than evaluating or pursuing a business relationship with BCPL. Notwithstanding the above, XXX shall not be in violation of this section with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that XXX seeks BCPL with prior written permission of such

disclosure. XXX shall only permit access to Confidential Information of BCPL to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

5. XXX shall immediately notify BCPL upon discovery of any loss or unauthorized disclosure of the Confidentiality Information.
6. XXX's obligations under this agreement with respect to any portion of BCPL Confidential Information shall terminate when XXX can document that:(a) it was in the public domain at the time it was communicated to XXX by BCPL;(b) it entered the public domain subsequent to the time it was communicated to XXX by BCPL through no fault of XXX;(c) it was in XXX's possession free of any obligation of confidence at the time it was communicated to XXX by BCPL;(d) it was rightfully communicated to XXX free of any obligation of confidence subsequent to the time it was communicated to XXX by BCPL; or (e) it was communicated by BCPL to an unaffiliated third party free of any obligation of confidence.
7. Upon termination or expiration of the Agreement, or upon written request of BCPL, XXX shall promptly return to BCPL all documents and other tangible materials representing the BCPL Confidential Information and all copies thereof.
8. XXX recognize and agree that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of BCPL disclosed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. XXX shall not make, have made, use or sell of any purpose any product or other item using, incorporating or derived from any Confidential Information of BCPL .
9. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of BCPL by XXX shall remain the property of BCPL and shall contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by BCPL.
10. XXX's obligations under this Agreement shall survive termination of the Agreement between parties and shall be binding upon XXX's heirs, successors and assigns. XXX's obligations hereunder shall continue in full force and effect with respect to Confidential Information.
11. This Agreement shall be governed by and construed in accordance with Indian Law without reference to conflict of laws principles. Any Disputes under this Agreement may be referred to the Courts of New Delhi, India, and the parties hereby consent to the jurisdiction and venue of these Courts.
12. This Agreement may not be amended except in writing signed by both parties hereto.
13. XXX acknowledges that its breach of the Agreement will cause irreparable damage to BCPL and hereby agrees that BCPL shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.
14. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
15. XXX will not assign or transfer rights or obligations under this Agreement without prior written consent of BCPL.
16. XXX shall not export, directly or indirectly, any technical data acquired from BCPL pursuant to this Agreement or any product utilizing any such data to any country for which the Government of India or any agency thereof at the time of export license or other governmental approval without first obtaining such license or approval.

In WITNESS WHEREOF, the parties hereto have caused this Non-Disclosure Agreement to be executed as of the Effective Date.

<Name>
POLYMENR LIMITED

BRAHMAPUTRA CRACKER AND

By:

By:

<NAME> <DESIGNATION>

<NAME> <DESIGNATION>

Date:

Date:

Address:

Address:

1.6 PAYMENT TERMS

The Payment will be made on the basis of terms & conditions of the contract. The following payment methodology will be adopted:-

1. The EIC will provide the SOR for billing at the end of each Quarter.
2. The Contractor, on completion of the services for each quarter shall submit relevant bills/invoices complete in all respect.
3. The payment shall be made as per price schedule for the contract period including extended period, if any on the basis of actual number of IT infrastructure covered under MSS & FMS Services and LAN Cabling items (Table-‘F’ of SOR) if any, during that quarter.
4. Payment will be made on quarterly basis within a period of thirty (30) working days from the date of submission of the bill / invoice, complete in all respects, after successful completion of the comprehensive MSS & FMS Services. However, no interest or claim will be payable by BCPL, in case of delay of payment, due to any reason whatsoever.
5. Income Tax / WCT deductions will also be made at source as per prevailing rules. In addition to income tax, any other mandatory tax and non-performance deduction, if any, as per non-performance deduction clause no. 1.11 will also be deducted from the quarterly bill of the contractor.
6. In the event of any dispute in a portion or whole of any invoice, BCPL may make payment for the undisputed portion of the invoice and shall notify the contractor for the remaining / disputed portion therein so as to mutually resolve the dispute amicably. In case of any mutual resolution, either in part or in full, the payment in view of the settlement reached, shall be made to the contractor within a period of 30 working days of such settlement.
7. No advance payment shall be made in any case, whatsoever.
8. The quarterly bills (invoices) for a site will be submitted in triplicate copies, duly signed & stamped along with the following documents :-
 - a. Category-wise consolidated quarterly BOM reports of IT Assets covered under MSS / FMS.
 - b. Statutory documents as per tender document.

9. The EIC will share the details of TDS/SLA deductions etc with the Contractor once payment is released.

The One Time Maintenance Charges, if any, will be handled on case to case basis.

1.7 MOBILISATION OF CONTRACT RESOURCES

- (a) The contractor shall mobilise all resources required to commence MSS & FMS such as Manpower, stock of spares, stand by equipment and any other resources so required and specified elsewhere in the contract, in the following manner :
- Contractor should mobilise their sufficient Manpower at respective sites at least one week before the schedule start date of contract without any additional cost to BPCL. However, any deficiencies found in deploying 100% Manpower resource after schedule start date of contract shall make the contractor liable for NPD as per clause 1.11.2 (1).
- (b) Only operational Systems will be covered under MSS. The faulty equipment, if any, will be brought under MSS after their successful repair and deployment. The MSS charges for the equipment will be adjusted accordingly on a pro-rata basis.

1.8 SERVICE LEVEL REQUIREMENTS (SLR)

BCPL IT Infrastructure shall be operational for 24 hours a day, 7 days a week, throughout the year. The SLR and non performance deductions of different category of equipment covered under this contract, shall be as per clause no. 1.11.

1.9 CALCULATION OF AVAILABILITY

- 1.9.1** The equipment shall be treated as '**not available or down**' from the time the call is registered through phone / e-mail till the time equipment is repaired and restored to the user to his / her satisfaction.
- 1.9.2** Calls that require escalation to other vendors like connectivity providers, hardware & software Maintenance calls for Systems under warranty etc. will not be considered for down time calculations. No penalty will be levied for PC's (under warranty) for which only FMS support is covered.
- 1.9.3** Up-time / availability of individual systems will be monitored on a day to day basis and shall be computed on quarterly basis.
- 1.9.4** In case, a suitable working substitute of defective equipment has been provided by the Contractor, the equipment shall be treated as 'available' for the purpose of calculation of availability for that equipment.
- 1.9.5** Time lost due to electrical / environmental problems and time used in carrying out Preventive Maintenance activities of Systems at any site will be excluded for the purpose of calculation of availability.
- 1.9.6** Call pertaining to most critical devices (Level-1) has to be closed within SLR irrespective of the time the call is registered. However, for calls pertaining to Critical Devices (Level-2), if the call is registered in late afternoon (after 1630 hrs.) on the day preceding BCPL's

closed holidays & if the call could not be closed on the same day, the subsequent holidays will not be considered for non-performance deductions, provided that on holidays, the equipment was not made available to the contractor.

1.10 RESOLUTION TIME

Resolution Time is the total time taken by the Contractor between registering the complaint with Vendor through telephone / e-mail at respective location and rectifying the fault. This time includes time taken to reach the site, diagnose, repair / replace the faulty components / module / device & Networking equipment. The contractor shall ensure that the faulty network devices, PCs and peripherals etc. are repaired / brought back to service within the specified resolution time, failing which the deductions as per Non-performance deduction clauses will be applicable from the time service call was registered. Contractor shall be bound by the final decision of the Engineer-In-charge in this regard.

Contractor shall be liable for any breach, non-performance or delay in carrying out any obligation contained in this contract. In case a complaint is not attended within 24 hours of reporting OR a professional resource is not deputed as required under the contract it may be carried out through some other source at the risk and cost of contractor, after issue of one day notice in order to meet the BCPL's functional requirements.

1.11 NON-PERFORMANCE DEDUCTIONS (NPD)

If the contractor fails to meet the Service Level Requirement (SLR) for availability of all the IT devices in any quarter at any payment sites, BCPL may without prejudice to any other rights or remedy available, deduct from the contractor's quarterly bill at a rate equivalent to as follow:

1.11.1 CALCULATION OF NON PERFORMANCE DEDUCTION FOR SYSTEM DOWNTIME

Criticality Level	Location	Item Description	Allowable individual incidence down-time	Non Performance Deduction per incidence
Level-1 (Most Critical)	Leptekata	(a) Router/Switch (b) Network Printer	Maximum 3 hours per incidence	➤ Rs. 240/- per day on pro-rata (hourly) basis for Items at (a) ➤ Rs. 168/- per day on pro-rata (hourly) basis for Items at (b)
Level-1 (Most Critical)	Duliajan, Lakwa	(c) Router/Switch (d) Network Printer	Maximum 5 hours per incidence	➤ Rs. 168/- per day on pro-rata (hourly) basis for Items at (c) ➤ Rs. 120/- per day on pro-rata (hourly) basis for Items at (d)
Level-1 (Most Critical)	Guwahati	(e) Router/Switch (f) Network Printer	Maximum 8 hours per incidence	➤ Rs. 168/- per day on pro-rata (hourly) basis for Items at (e) ➤ Rs. 120/- per day on pro-rata (hourly) basis for Items at (f)
Level-2 (Critical)	Lepetkata, Duliajan, Lakwa	(g) Desktop PC, Laptop PC. (h) Printer, Scanner, UPS etc.	Maximum 4 hours per incidence	➤ Rs. 72/- per day on pro-rata (hourly) basis for Items at (g) ➤ Rs. 48/- per day on pro-rata (hourly) basis for Items at (h)
Level-2 (Critical)	Guwahati	(i) Desktop PC, Laptop PC (j) Printer, Scanner, UPS etc.	Maximum 24 hours per incidence	➤ Rs. 72/- per day on pro-rata (hourly) basis for Items at (i) ➤ Rs. 48/- per day on pro-rata (hourly) basis for Items at (j)

Downtime hour will be rounded off to nearest hour for computation of NPD. No downtime is to be considered for UPS not functioning due to Battery problem.

1.11.2 OTHER NON PERFORMANCE DEDUCTION FOR MSS / FMS SERVICES

1	Non-availability of any manpower deployed at BCPL site on behalf of contractor or Resource provided is not as per specified certification / experience	Per day deduction = (Monthly value for that manpower as per SOR) / 25
2	Non delivery of IT Consumable items at respective sites within 30 days of communication from BCPL	Deduction @1% per day of ordered value of consumable items for subsequent delay, subject to maximum of 5% of ordered value of consumable items
3	Non-restoration of BCPL equipment after satisfactory repairs within 30 days from the time complaint is logged	For most critical equipment: Rs. 250/- per day after stipulated time For critical equipment: Rs.100/- per day after stipulated time

All cumulative deductions due to non-performance etc. shall be made from the quarterly bill of the contractor. However, total cumulative deductions due to non-performance etc. (excluding NPD on account of Manpower) shall be restricted to **Maximum of 20%, without prejudice to other rights available under this tender**, of scheduled invoice value for that quarter. NPD on account of Manpower (clause 1.11.2(1)) shall be deducted from quarterly invoice as per actual without any capping. The invoices to be considered for ceiling excludes the invoices for consumable supplied. The penalty is to be deducted on basic value of invoice i.e. before imposition of Service tax.

1.12 AMENDMENTS IN CONTRACT

The contractor shall carry out the work assigned to him strictly in accordance with all the provisions of this contract, which may be amended from time to time by reasonable modifications as required and deemed fit by BCPL.

Any modifications leading to amendments in the contract with respect to technical and / or commercial conditions shall be considered valid and applicable from the date of signing of such amendments with the mutual consent of BCPL and Contractor. BCPL shall notify the Contractor about such amendments in writing.

1.13 OPERATION OF THE CONTRACT

The contractor shall commence MSS & FMS services within 30 days from date of issue of Fax of Intent. All the payments will become due to the Contractor from the date of the commencement of the operation of the facility at respective sites, as mentioned in the document.

The Contract at respective sites shall come into effect after signing of joint inspection report by BCPL Engineer-In-Charge (EIC) and representative of Contractor and satisfying Engineer-In-Charge regarding qualification and experience of the engineers being deployed.

The EIC will provide the SOR for billing to the contractor at the end of each quarter and also share the details of all deductions including TDS & SLA.

1.14 EXCLUSIONS FROM THE CONTRACT

Unless specifically mentioned, the maintenance charges shall not cover the supply of following consumables listed below:

- Print Bands, Printer Ribbons, Printer heads of DMP, Ribbon cartridge
- Toner Cartridges of Laser Printer, Cartridges for Ink / Desk Jet Printers, Plotter
- Media like DVDs / CDs / DATs / DLTs/ Floppy disks, Pen drives
- Batteries for UPS & Batteries for Laptop.
- UTP/Fibre network cable, I/O point, Patch chord, CAT-6 cabling till switch, Jack panel, any other active/passive device for extending LAN other than those specifically covered in scope.

All other items other than those explicitly mentioned above shall be covered under the comprehensive Maintenance Support Services. **This includes plastic parts, power adapter of printer/laptop/scanner, fuser assembly, Tray of the laser printer, Maintenance kit of laser printer.**

Furthermore, the retrieval of Data from a crashed Hard disk of PC/Laptop is fully excluded from the scope of this contract.

SCOPE OF WORK & TECHNICAL DETAILS

SCOPE OF WORK

2.1. COMPREHENSIVE MAINTENANCE SUPPORT SERVICES (MSS)

- 2.1.1. IT SETUP IN BCPL
- 2.1.2. LOCAL AREA NETWORK & WIDE AREA NETWORK
- 2.1.3. PCs, PRINTERS, UPS & PERIPHERALS
- 2.1.4. PREVENTIVE MAINTENANCE (PM)
- 2.1.5. BREAKDOWN MAINTENANCE
- 2.1.6. ONE TIME MAINTENANCE CHARGES

2.2. FACILITY MANAGEMENT SERVICES (FMS)

- 2.2.1. DESKTOP, LAPTOP & PERIPHERALS MANAGEMENT SERVICES
- 2.2.2. NETWORK & COMMUNICATION LINK MANAGEMENT SERVICES
- 2.2.3. VENDOR MANAGEMENT SERVICES

- 2.3 STANDBY / SUBSTITUTE OF HARDWARE, NOT REPAIRABLE AT SITES
- 2.4 ESSENTIAL STOCK TO BE KEPT AT SITES
- 2.5 RESIDENT SERVICE ENGINEERS & SUPPORT STAFF AT SITES
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- 2.12 LIST OF ANNEXURES

Annexure – A : Details PCs & Peripherals for MSS & FMS Support

Annexure – B : Details of PCs & Peripherals (under Warranty) - FMS Support only

Annexure – C,D,E : Deployment of Contractor Manpower at sites

Annexure – F : List of Supply of LAN Cabling Items

Annexure – G : Format for Preventive Maintenance Report

Annexure – H : Format for Compliance Confirmation by the Bidder

Annexure – I : Profile of Contractor Technical Resources

Annexure – J : List of BCPL Locations and Contact Persons

Annexure – K : List of Bidder's establishment

Annexure – L : Tentative Location wise Distribution of the IT Assets

SCOPE OF WORK

The enterprise-wide contract shall cover the various equipment for comprehensive Maintenance Support Services (MSS) & Facility Management Services (FMS) for installed PCs, Printers, UPS & other associated Peripherals and Networking devices during the Contract period.

Details of installed PCs & Peripherals and Networking Equipment across BCPL are given at **Annexure-A & Annexure-B**

COMPREHENSIVE MAINTENANCE SUPPORT SERVICES (MSS)

This involves comprehensive maintenance and repair of all IT Hardware covered under the contract, including replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spares etc. to make the system operational. This will include all kind of breakdown maintenance and preventive maintenance. The breakdown could be for any reason, whatsoever. The details of the maintenance services in respect of Network devices and Desktops are given elsewhere in this document.

FACILITY MANAGEMENT SERVICES (FMS):

The services under FMS comprise of Network & Link Management Services, Desktop Management Services, Virus protection services, Vendor management services and other related services. The details of each of the services are given elsewhere in this document.

2.1 COMPREHENSIVE MAINTENANCE SUPPORT SERVICES (MSS)

2.1.1 IT SETUP IN BCPL

BCPL has its offices at Lepetkata, Lakwa, Duliajan and Guwahati with approx. 600 employees. All of these locations are having internal LAN connected through UTP Cable/OFC and ISP connectivity for Internet access.

BCPL's Primary Data Center (DC) hosting applications/services such as Intranet, Email, SAP, Active Directory (AD), Internet etc. is operational at Lepetkata and Disaster Recovery Center (DR) will be setup shortly at Noida.

BCPL IT setup includes, Microsoft Windows based Active Directory (AD) consisting of different Organization Units (OU) and Sub-OUTs catering to approx. 600 users, 600 computers spread across various locations. Desktop computers dynamically pick the IP address from DHCP servers which are hosted on DC along with the internal Domain Name Server (DNS).

Enterprise-wide McAfee Antivirus solution is implemented in BCPL. Also, Roll-Out of the latest applicable patches (MS Office, Windows, Internet Explorer, Windows Media etc.) on to the desktops wherever applicable in BCPL, is also the part of the scope.

2.1.2 LOCAL AREA NETWORK & WIDE AREA NETWORK

Integrated Local Area Networks (LAN) infrastructure are available at all locations comprising of Fiber optic(Single mode & Multi mode), UTP CAT-5 / CAT-6 cable based structured cabling, Layer-2 / Layer-3 Switches meant to provide connectivity between different types of Servers, PCs, Work stations, peripherals, associated UPS Systems etc.

The indicative list of Networking Equipment installed all across BCPL locations has been mentioned in **Annexure-A & Annexure-B**. The scope of work shall be as mentioned below, but not limited to this, as it is the prime responsibility of the Contractor to make the Systems fully operational:-

The Contractor shall diagnose and carry out comprehensive maintenance of the Layer -2 Switches, Layer-3 Switches etc mentioned in **Annexure-A & Annexure-B**. Replacement of Passive components, including I/O Boxes, UTP Cables, Jack Panels, connectors, Patch cords (UTP & Fiber) etc are explicitly outside the scope of this contract, except to the extent covered under supply as per **Table- F** of **SOR**.

The Contractor shall also maintain all the detailed logs of faults & history records of all the networking equipment covered under **Annexure-A & Annexure-B**.

The contractor shall diagnose / identify UTP cable faults due to any reason and communicate the same to the EIC. For this purpose, appropriate cable testing / certification equipment has to be arranged & used by the Contractor.

At various existing locations, contractor can be asked to lay fresh LAN cables on the basis of SOR rates offered under **Table – F**. This shall comprise of:

Supply, Installation & laying of UTP CAT-6 cable of SYSTIMAX / AMP/D-Link/i-Ball make with proper termination at both ends. On the PC end, an I/O with SMB shall be mounted. The LAN cable shall be laid through ISI approved PVC casing n capping of 1” diameter. The payment for any new node installed at BCPL shall be made along with quarterly bill on the basis of actual quantity of LAN cable & other accessories used, duly certified by engineer-in-charge.

2.1.3 PCs, PRINTERS, UPS & PERIPHERALS

2.1.3.1 The comprehensive MSS charges quoted under this contract shall be inclusive of supply & replacement of all defective components / modules / units / cards / parts / cords etc. All plastic parts, fuser assembly, Maintenance kit of laser printer, breakdown due to power conditions, rodents etc. shall be covered under the contract. The contractor has to make good all such problems. The scope of work shall be as below, but not limited to this, as it is the responsibility of the contractor to make the system fully operational. Any physical damage caused to PC/printer/scanner/UPS due to shipping or otherwise on account of BCPL is excluded from scope of this contract.

(a) Diagnose defects, undertake repair / rectification of defects and to carry out on call, corrective, preventive and breakdown maintenance services to set right the reported malfunctioning of the systems. This includes replacement of all defective / unserviceable parts of Systems / Peripherals etc. like CPU, Mother board, RAM, Hard disk, Key board, Mouse, monitor, Laser Tubes, Fuser assembly of Laser Printers, Fan, Power supply, Adapter, PC & Printer interface cables etc.

- (b) After repair, the Contractor shall bring the machine to its satisfactory & acceptable working condition. Sub standard / repaired Spare parts in lieu of irreparable components will not be accepted as a spare parts replacement.
- (c) Contractor shall ensure that all the PCs are configured for auto updating of the VIRUS signature from a central server (provided by BCPL) having the latest active VIRUS definitions at respective locations.
- (d) The Contractor shall make his own arrangements for bringing the spare parts, tools & testing equipment for providing the services. The Contractor shall maintain sufficient inventory of frequently required OEM / OEM certified / genuine spare parts like Motherboard, CPU, RAM, CD Drive, Power supply, Hard disks, Keyboard, Monitors, Mouse, Adapter, Fuser Assembly, various cables, connectors and other spare parts of Networking devices etc., to ensure fulfilment of SLR. However, BCPL will extend the facility of storage of these items under lock & key, at the risk of the Contractor at major office / plant locations.
- (e) The Contractor shall ensure uninterrupted availability of OEM / OEM certified / genuine spare parts of PCs, Printers, Scanners, UPS & other Peripherals. Contractor must be having sufficient expertise & required resources available for prompt maintaining / servicing / repairing of PCs & Peripherals.
- (f) If any System / Sub-system give repeated / recurring problems, resulting in recurring failure of the System then the system shall be immediately replaced by the Contractor with same make & similar or higher model / configuration System, acceptable to Engineer-In-charges. Re-furnished hardware in good working condition will also be acceptable.
- (g) The contractor shall maintain device drivers, Patches, Registry maintenance tools and any other required software tools and utilities on Service Desk at Lepetkata for making it available on LAN across all BCPL locations.
- (h) Replacement of UPS's batteries and Printer's cartridges will be in scope of contractor. Such batteries & cartridges shall be provided by BCPL.

2.1.4 PREVENTIVE MAINTENANCE (PM)

- (a) The Contractor shall ensure that the following hardware namely: **Switch & Network UPS of rating > 1 KVA only** covered in this contract are attended for Preventive Maintenance (PM) and are cleaned during the preventive maintenance. Any UPS which powers Routers/Switches will be called as network UPS. All other assets are exempt from PM. The PM shall be carried out on yearly basis. Accordingly PM is to be carried out during 3rd and 7th quarter of the contract.
- (b) The Contractor shall follow a strict preventive maintenance schedule, which must be carried out for the identified assets. The contractor must maintain a datasheet which will contain the configuration of such asset and dates of completion of various preventive maintenance activities carried out by Contractor.
- (c) The Contractor shall carry out Preventive Maintenance as per check list format provided by IT department.

- (d) All tools/tackles/cleaning agent/material for PM activity will be arranged by the Contractor.

2.1.5 BREAKDOWN MAINTENANCE

- (a) The Contractor will carry out breakdown maintenance by visiting the installation, whenever there is a requirement. These visits for breakdown maintenance will be independent of the visits for Preventive Maintenance. However, when breakdown maintenance becomes necessary, there may not be any separate visit required for scheduled preventive maintenance, provided Preventive maintenance is also carried out by the Contractor's service engineer during the visit.
- (b) After carrying out corrective/preventive Maintenance, the Contractor service engineer will meet / communicate to concerned user of the System / Sub-system about the visit and will get service call report signed by the user/EIC, after demonstrating its operational working condition.
- (c) All plastic parts, fuser assembly of laser printer, Adapter, breakdowns due to power conditions, rodents etc. are covered under the contract. The contractor has to make good all such problems.
- (d) The contractor cannot take any exclusion, except the items mentioned in the exclusion clause 1.14.
- (e) Corrective maintenance has to be carried out by contractor as and when required. Maximum time allowed between fault reported and fault attended / repaired for a particular equipment shall be as per clause 1.10 for 'Resolution time'.

2.1.6 ONE TIME MAINTENANCE CHARGES

- (a) The Contractor shall inspect all the Hardware covered under SOR & submit detailed Hardware status, Configuration & inspection report of all Systems / Peripherals. Inspection report so generated at various sites shall be signed both by the Contractor & Engineer-In-charge's (EIC) before start of the contract. All the non-operational Systems will be identified by the contractor and report shall be submitted to EIC.
- (b) In case no such report is made available by the Contractor to the Engineer-In-charge's (EIC) within a period of 30 days from the issue of FOI it will be presumed that all the Hardware / Software at the respective sites are working fine and shall be deemed to be covered under the scope of the Contract from the date of signing the contract. BCPL will refuse to honor any further claims what-so-ever made by the Contractor beyond this period in this regard.
- (c) In case of non operational Hardware, identified during the joint inspection at respective sites, Contractor shall quote one time lump-sum maintenance charges as "One Time Maintenance Charges" (OTMC) for making the identified faulty Hardware functional. Contractor shall provide a list of spare parts along with their part nos., required for making system operational along with the actual repair / replacement costs of parts for each of such identified hardware.

- (d) One time Maintenance charges will also be applicable during the execution of the contract in case of damage of IT Assets at any site due to Riots, Earthquake, Fire, Flood, Lightening or any other natural physical disaster.
- (e) In case BCPL decides to carry out all such one time repair through the Contractor at any / all locations, the agreed maintenance / repair charges under OTMC will be paid along with next Quarterly bill. Such charges shall be paid subject to the completion of the repairs by the Contractor and due certification by EIC. The decision of BCPL in this regard shall be final and binding on the Contractor.
- (f) Subsequent to satisfactory repair and acceptance by BCPL, the repaired unit shall be covered for FMS & MSS as per unit rates agreed under the contract.

2.2. FACILITY MANAGEMENT SERVICES (FMS):

Facility Management Services for IT Infrastructure shall include total Desktop / Laptop Management Services, Network & Communication Link Management Services.

Following Facility Management Services (FMS) shall be provided by the Contractor at all locations under the scope of the Contract:-

2.2.1. DESKTOP, LAPTOP & PERIPHERALS MANAGEMENT SERVICES

Facility Management Services shall be provided by the Contractor for all the Installed PCs / Peripherals at respective sites, including the following as mentioned below along with all other actions, which are necessary for optimum utilization of the PCs.

Contractor should note that some of the Desktop / Laptop PCs & Peripherals systems are currently under Comprehensive Warranty support upto different point of time with respective Vendors of the Systems. During the Warranty period, only FMS services, as indicated below, shall be covered under the scope of the Contractor. However, after expiry of Warranty period, these Computer systems & other associated Peripherals will also be covered & included for Maintenance Support Services at respective sites.

Following services are covered under FMS:-

- a) Maintaining & installing Operating System, disconnection and reconnection of Desktops, Laptops, Printers, Scanners and other peripherals as and when required. In addition to this, installation, updation, removal and support for SAP GUI, office automation or any other such client related software packages either automatically through a system (login scripts) or manually visiting each device is to be carried out by the Contractor. Contractor has to provide other miscellaneous services such as relocation of Systems, adding / removing accessories, attachment or other devices/ peripherals.
- b) Maintaining record of all installed machines, movement of machines within site, changes and configuration of machines.
- c) Configuring of printer Server and resolving all printing problems of Users.
- d) Downloading from internet and loading of drivers of peripherals, as & when required.

- e) Installing, reloading, reconfiguring of any desktop client machine for MS office, mail clients, Internet explorer, Intranet, Internet etc., as and when required, under MS Exchange environment.
- f) Configuration / reconfiguration of client machines to ensure optimum network connectivity and application/service availability to all Users.
- g) Re-establishing the network connectivity and application/services availability after any hardware / software failure.
- h) Regular checkup and cleaning of registry to protect the PCs against the Viruses / Worms. BCPL will provide Antivirus tool for diagnosing & rectifying any virus problems by the contractor.
- i) Providing basic operational support to Video Conferencing systems, as and when required. The EIC will train the contractor resource for Video Conferencing operational support.
- j) All software like Operating system, device drivers, installations disks, licensed software etc. will be arranged by EIC.

2.2.2. NETWORK & COMMUNICATION LINK MANAGEMENT SERVICES

Network & Link Management Services shall cover the LAN Infrastructure & Internet links across BCPL. This shall include following activities to be done along with any other activities required to be done, for optimum utilization of Networks and ensuring the availability of services :-

- a) Daily monitoring of LAN, Internet links, Services, using the System Software(provided by BCPL if any), including all the active Network components & Link etc., troubleshooting and reporting the status to Engineer-In-charge as per formats decided by BCPL.
- b) Configuration / Reconfiguration of Layer-2 Switches, Layer-3 Switches etc. Keep the back up of latest configuration of Network devices and maintaining Documentation of all updates.
- c) To provide troubleshooting, diagnosis and escalating the calls to concerned vendors and to the technical backend team in case hardware or configuration related problems occur and maintain database for the same for future reference.
- d) Update firmware / IOS of the switches whenever applicable.
- e) Provide services for link / device augmentation / deletion, relocation, connection / disconnection etc., as and when required.

2.2.3 VENDOR MANAGEMENT SERVICES

Vendor Management Services will be provided covering all IT vendors and service providers of BCPL for Desktop PCs & peripherals, Networking equipment, Internet links. Following shall be covered under Vendor Management Services

- a) Maintaining database of the various vendors, service providers, supply vendors for hardware under warranty, service provider for leased lines etc. with details like contact person, telephone numbers, e-mail address, escalation matrix etc. The updated list will be provided by the EIC from time to time. Only basic operational support is expected from the Vendor.
- b) Logging calls with vendors and service providers.
- c) Coordinating with the vendors and service providers to get the problems resolved.
- d) Escalating problems to EIC.

2.3 STANDBY / SUBSTITUTE OF HARDWARE, NOT REPAIRABLE AT SITES

2.3.1 In case, it is not possible to repair a faulty System / Sub-system / Peripheral at sites and has to be taken out from BCPL's office for repair / fault rectification, gate pass will be issued to allow the movement and removal of such system from BCPL's premises. The Gate Pass shall bear details like Make, Model, S.No., Qty. etc of the System / Sub-System/ Peripheral, being taken out which shall be re-verified by Engineer-In-charge's (EIC) on the return of the same by the Contractor. In case of delay of repaired systems' return beyond a maximum period of 30 days, Non-Performance deduction as per clause no. 1.11.2(3) shall be made from the quarterly bill of the contractor.

2.3.2 In case standby equipment have been provided in place of non-operational BCPL equipment for the period more than one week, additional similar standby equipment in good working condition shall be replenished by the contractor to maintain the agreed standby stock quantity at respective sites.

2.3.3 The packaging / un-packaging, transportation, loading / unloading, connection / disconnection, configuration / re-configuration and any associated activity with the repair and maintenance shall be the sole responsibility of the Contractor, under scope of contract.

2.3.4 Contractor shall provide a consolidated monthly report of such systems / sub-systems to Engineer-In-Charge which have been taken out and brought back to BCPL, after repairs.

2.3.5 The Contractor shall immediately provide good & working replacement for such systems which have been removed from BCPL premises for repair, to maintain systems uptime as per SLR. The replacement provided by the contractor shall either be similar or higher in configuration.

2.3.6 In case, the contractor is not able to return the original equipment after successful repair within a period of maximum one month, the contractor shall immediately supply the new substitute of the same make with equivalent or higher specifications as a permanent replacement. However, in case of discontinuation of same make / model equipment and / or non availability of spare parts, an equivalent make / model substitute/re-furbished model can be supplied, acceptable to the EIC as a permanent replacement. The substitute shall become the property of BCPL. Failure in delivery of permanent replacement within a period of maximum one month will attract non-performance deduction, as per clause mentioned in the document.

2.3.7 The contractor shall provide ink cartridges / toner cartridges / Printer Head for the standby printers in case the models supplied are other than those available at the affected location, till original BCPL's printers are repaired / restored after satisfactory repairs.

2.3.8 In case of a Hard Disk failure, if the contractor is not able to repair the same and is required to provide a new Hard Disk then contractor will return defective Hard Disk, as well.

2.3.9 If Contractor upgrades any equipment due to non-availability of spare parts, there will be no payment by BCPL for such up-gradation. Successful bidder may, if required, with no additional charge to BCPL, make modifications to improve the operation and/or reliability of the equipment being serviced under this contract agreement after obtaining written approval of BCPL. However, there shall be proper evidence produced by the vendor to BCPL to make a statement that the replacement is superior to the older (replaced) item in all means and all efforts are to be made by the vendor to replace the item with the same OEM with the same or enhanced capabilities.

2.4 ESSENTIAL STOCK TO BE KEPT AT SITE

The Contractor shall at his own cost maintain spares, components, cables, connectors and stock of complete units to be used as standby to fulfil the SLR. This shall be applicable for Resident Service Engineers (RSE) deployed sites only.

No Form-31 / Road Permit will be provided by BCPL for transporting & storing such stock at sites.

2.4.1 STOCK OF STANDY EQUIPMENTS AT SITES

(a) The BCPL EIC will ensure that the contractor is provided with adequate secure storage space under lock & key. EIC shall inspect the stock before the commencement of the contract and may carry out the inspection from time-to-time so as to ensure that proper stock levels are being maintained / replenished by the Contractor. The standby stocks shall be returned to the Contractor at the end of the contract. Hence, all the records shall be kept by the Contractor so that the spares/standby can be returned back accordingly to the Contractor at the end of the contract.

(b) Apart from keeping spares inventory at all the RSE deployed sites, the contractor shall also maintain stock of Desktop PC (Full boxes), B&W Laser printer and low end UPS (less than 1 KVA) at RSE deployed sites. This shall be @2% of each category of equipment (ie. Desktop PC, B&W Laser printer and low end UPS) covered under MSS at respective RSE deployed sites. In case it is in fraction the nearest higher number is to be taken. However, if the 2% stock value comes to more than 5 numbers for any category of equipment (ie. Desktop PC, B&W Laser printer, low end UPS) at a location then the standby stock shall be restricted to maximum 5 numbers for that category of equipment. Minimum one Desktop PC (Full box) and one low end UPS (less than 1 KVA) shall be provided at each of the RSE deployed sites.

(c) In Addition, Contractor shall provide critical Networking equipment, such as Switches as standby (one Switch) at following locations:- **Lepetkata, Lakwa, Duliajan**

(d) In case of Desktop PC, B&W Laser printer, low end UPS and Networking devices the standby should be of the same / similar / OEM make & similar / higher model as in use at the site. BCPL will prefer but not insist for same make/model as in use at the site.

(e) At all RSE deployed sites, Contractor shall arrange for requisite tools for their service engineers for effectively and efficiently taking up maintenance of the machines. Some of the essential tools to be provided are Multi-meters, LAN Testers, crimping tools etc.

(f) The Contractor shall ensure availability of tool kit, portable blower, cleaning agent and duster, crimping tool etc. at all RSE deployed sites.

2.5 RESIDENT SERVICE ENGINEERS & SUPPORT STAFF AT SITES

2.5.1 FOR DESKTOP PCs, PERIPHERALS & NETWORK DEVICES MANAGEMENT

(a) The Contractor shall ensure deployment of required nos. of qualified & trained engineers as Resident Service Engineers (RSE) at various BCPL locations for Desktop PCs & associated Peripherals and Network devices Management. Name of these locations and number of Resident Service Engineers required at each location along with other details has been specified at **Annexure-C**.

(b) The Resident Service Engineers (RSE) shall also carry out the Facility Management Services (FMS) at respective sites as defined at Para under “Facility Management Services (FMS)”. They should also provide first level support for networking equipment, installed at that site.

(c) The contractor is required to deploy trained and experienced Service desk supervisor at Lepatkata, Dibrugarh. The Service desk supervisor must have qualification and in-line experience as per **Annexure-I**.

(d) Contractor can increase the strength of the service engineers to meet the systems uptime requirements as per SLR at respective location. BCPL may ask for deputing additional Resident Service Engineer on need basis. In that case, BCPL will pay the cost of the engineer as per the rate quoted by the contractor as per SOR.

Contractor shall provide additional resource within a period of one month after receiving requirement from BCPL.

(e) The Resident Service Engineers (RSE) must have qualification and in-line experience as per **Annexure-I**. Deputed RSE's should be capable to carry out all the activities of MSS & FMS to meet the SLR as stipulated in the contract. Copy of proof of qualification and in-line experience documents to be submitted to EIC.

(f) All the Resident Service Engineers (RSE) deputed by the contractor for execution of the contract shall be regular employee of the contractor. The proof (PF number and copy of the PF card) to this effect should be produced as and when required by BCPL. Sub-contract / franchisee in terms of manpower deployment will not be acceptable.

(g) The Contractor shall make its deputed personnel's reporting place at respective BCPL offices. Normally, the comprehensive maintenance & FM Services will be required during BCPL's working hours from 08:30 hours to 17:00 hours for six days a week basis. At locations having more than one RSEs, the RSEs can be asked to come in shift, if so desired by EIC.

(h) Contractor shall provide services beyond normal working hours in critical / emergency situation and during BCPL closed / listed holidays, including Sunday, without any additional cost to BCPL, whenever such emergency services are required, as decided by EIC. In case, any critical job has been started during the working hours, it has to be completed on the same day, even if it continues beyond the working hours of BCPL.

(i) All the Resident Service Engineers (RSE), deployed at various locations, shall provide FMS Support for the installed PCs & Peripheral devices which have been covered under this contract.

(j) However, in order to meet SLR, contractor can depute additional technical resource from their nearby offices.

(k) All leave and/or absence of the personnel deployed will have to be planned in advance and proper replacement to be made available. In order to meet the contingency arising out of sudden and unplanned absence of key professionals, Contractor may get the profile of panel of professionals proposed to be substituted, approved from BCPL at the commencement of the contract and at such intervals as required.

(l) Contractor must ensure proper handover / Takeover of manpower deployed in case any engineer resigns / not available for longer period.

(m) If any engineer is found to be not having requisite qualification or skill or his performance or conduct is not found satisfactory, he shall be summarily removed within a week of being given notice in writing by BCPL. The Contractor shall provide a substitute of the notified personnel within a period of one month from the time of receipt of notice, failing which the Contractor shall be liable for non-performance deduction as per clause 1.11.2 (1) for entire period of absence.

(n) The Contractor shall at his own cost, arrange for deployment of their RSEs, Support staff at respective sites and also arrange for necessary insurance to cover all the risks assumed by the Contractor in respect of its deputed personnel for the execution of this contract. During the entire period of the Contract (including extended period), BCPL shall have no liability against any loss / damage / injury etc. to the contractor personnel or any other concerned personnel what-so-ever.

(o) The Contractor shall make his own arrangement for transportation of the deployed Service Engineer / Support staff and IT assets, to perform the maintenance related activities at all sites and inside plant area.

(p) Other BCPL sites where dedicated resident engineer is not available, the Contractor shall either immediately provide telephonic support or depute his Engineer from contractor's nearest support center for reaching the site at the earliest possible time & maintain the System availability / uptime as per SLR at those locations. The Contractor shall devise and maintain unfailing method of recording all the relevant details of such calls at BCPL for the purpose of calculation of down time and other MIS reports as per the provision of contract.

(q) The Contractor shall ensure that all its personnel deputed for required services during the tenure of the Contract and any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by BCPL, divulge or grant access to any information about the work or its results. The Contractor and / or his deputed persons shall not destroy / alter any report, note and technical data relating to the operation / work. The obligation is continuing one and shall survive after the completion /

termination of this agreement. Any violation in this regard may lead to the termination of the contract.

(r) The Contractor and / or his deputed personnel shall not carry any written material, Hard Disk, CD, Storage Tapes, LTO, Pen drive or any other media with S/w, programs and data etc. belonging to BCPL out of any of BCPL sites without the prior written permission from BCPL. For any violation in this regard by the Contractor or by his deputed personnel, BCPL shall be free to take necessary action as deemed fit on a case to case basis against the Contractor or his involved personnel apart from termination of the Contract.

(s) The Contractor and his deputed personnel shall maintain strict discipline and good conduct and shall abide by and conform to all the rules and regulations promulgated by the BCPL. In case if any unacceptable incident makes BCPL feel that the conduct of any of the Contractor personnel is detrimental to BCPL interest, BCPL shall have the unqualified right to request the Contractor for the removal of such a person for incompetence/unreliability/misbehavior/security reasons etc. while on or off the job. The Contractor shall comply with any such request of BCPL to remove such person at the Contractor's expense unconditionally. The Contractor will be allowed a period of maximum of 01 month to replace the identified person with a competent and qualified person at his own cost.

2.6 SERVICE DESK MANAGEMENT

(a) Service desk Supervisor at Lepetkata, Dibrugarh will be deputed for coordination of Service desk & Vendor management services for all the locations covered under this contract.

(b) The Contractor shall ensure that Service desk facility/ operations are manned during the working hours / days of BCPL at Lepetkata, Dibrugarh.

(c) All the MSS & FMS related calls can also be reported to Service Desk on phone, in person or in writing or through e-mail's. All such Service Calls shall be immediately logged-in through call monitoring / Service desk package by contractor for automatic generation of Systems downtime report at all BCPL locations. Contractor will devise & maintain an unfailing method of recording all the relevant details of such calls at respective locations for purpose of calculation of downtime and other MIS reports as per the contract.

(d) The Contractor at his own cost shall maintain Network & devices log books / history sheets and updated inventory database for Networking equipment, PCs & associated peripherals. The maintenance reports shall be provided to BCPL at specified regular intervals, during the currency of the Contract.

2.7 ADDITION / DELETION OF SYSTEMS

(a) Details of PCs & Peripherals and Networking Equipment for MSS & FMS support have been specified at **Annexure-A** and only for FMS support have been specified at **Annexure-B**.

(b) Presently some of the networking equipment, PCs & associated peripherals are under warranty with different vendors up to different point of time. Comprehensive MSS & FMS for these equipment will start on the expiry of warranty period. BCPL reserves the right to add / delete any networking equipment, PCs & associated peripherals as and when required to/from the Scope of Work.

(c) Any addition / deletion of the equipment for MSS & FMS shall be done by the EIC for which rates are available in the contract at any time during the contract period on pro-rata basis.

(d) However introduction of any new hardware of a different type/make/model than that mentioned in the SOR is strictly disallowed and beyond the scope of this contract.

(e) The additional cost will be worked out based on quantity as well as corresponding period for which MSS & FMS coverage is required for these Machines. The maintenance of these additional machines shall be carried out under the same terms & conditions agreed therein in the contract. Such revised charges shall become effective/ payable from the date of addition/deletion.

(f) Time to time old IT Assets are required to be phased out and replaced by new / latest IT devices, having Warranty Support from the Supplier. In that case, phased out IT devices will be excluded from the contract.

(g) BCPL is free to move the IT Systems / Sub-systems among various locations covered under this contract. The Contractor shall assist, install and maintain the Systems at its new location, as per scope of contract, irrespective of its earlier coverage in the MSS & FMS services. The Contractor shall not levy and claim any extra maintenance charges, other than those already agreed in the contract, on the systems being shifted & installed at new location.

2.8 ASSISTANCE FOR SYSTEM UPGRADATION

2.8.1 The contractor may extend necessary assistance in up-gradation of the BCPL Hardware / Software as and when required. This may include augmentation of the Hardware in terms of additional RAM, HDDs and Operating System, application software packages etc. on the Systems covered under MSS & FMS services. Required Hardware / Software will be provided by BCPL. However, no additional payments towards these services will be made to Contractor.

2.8.2 If Contractor upgrades any equipment due to non-availability of spare parts, there will be no payment by BCPL for such up-gradation. Successful bidder may, if required, with no additional charge to BCPL, make modifications to improve the operation and/or reliability of the equipment being serviced under this contract agreement after obtaining written approval of BCPL. However, there shall be proper evidence produced by the vendor to BCPL to make a statement that the replacement is superior to the older (replaced) item in all means and all efforts are to be made by the vendor to replace the item with the same OEM with the same or enhanced capabilities.

2.9 OEM / THIRD PARTY SUPPORT

(a) As and when required, the contractor must be able to arrange services / spares from OEM's / third parties to resolve problems to ensure optimum system availability and user satisfaction levels.

(b) It will be contractor's responsibility to meet the SLR's as specified in the contract, for which he may have further elaborate business arrangements with the OEMs / Third parties.

(c) It is to be expressly clarified that the responsibility of getting the call resolved will continue to be with the Contractor. In case, the contractor is unable to provide a solution himself, the contractor can use OEM/Third party support to resolve the call.

2.10 DEMOBILISATION

(a) Demobilisation period will be a period of up to 30 days starting from date of expiry of contract. The contractor will have to complete the demobilization process including closing all pending calls during this period.

(b) At the end of the contract, the contractor's representative and BCPL EIC shall carry out joint survey to identify the status of the equipment deployed at various locations. If any of the equipment is found non-working / irreparable, BCPL shall ask the contractor to repair the same as part of existing contract. SLR requirements including clauses for NPD will be applicable till the equipment is repaired or call is closed. Payment for the last quarter shall be processed only after successfully closing of all the pending calls by contractor.

(c) No payment shall be admissible for the demobilization period.

(d) In case the Contractor is not able to close calls during the demobilization period, BCPL, at its discretion, can get the call closed / equipment restored / repaired / substituted by third party at the risk and cost of the Contractor.

2.11 OBSOLESCENCE OF EQUIPMENTS

Contractor shall prepare a list of obsolete IT Assets within 30 days of start of contract at respective sites for which spare parts are not available and OEM has discontinued and also not supporting the equipment. However, exclusion of any IT items from the contract shall be mutually decided.

SIGNATURE AND SEAL OF THE CONTRACTOR

Annexure-A**PCs & Peripherals for MSS & FMS Support**

S No	IT ASSET ITEM DESCRIPTION	TOTAL QTY	No. of Months
A.1	HP DX 7380 Desktop PC	34	24
A.2	Acer Power Desktop PC	34	24
A.3	HP DX 2480 Desktop PC	10	24
A.4	Wipro Super Genius Desktop PC (Model:WSG48455W7)	17	24
A.5	Acer Veriton Desktop PC	180	24
A.6	HP Compaq pro 4300 SFF Desktop PC	18	24
A.7	Wipro Super Genius Desktop PC (Model:WSG68C55W7)	17	24
A.8	HP Compaq pro 4300 SFF Desktop PC	9	20
A.9	Wipro Super Genius (Model:WSG68B55W8) Desktop PC	8	13
A.10	HP Compaq Pro 6300 SFF Desktop PC	65	12
A.11	UPS- Online, 3 KVA - 5 KVA	4	24
A.12	UPS- 600VA - 1 KVA	351	24
A.13	UPS- Orion 650 VA	17	13
A.14	UPS- Numeric 600VA	69	12
A.15	UPS- APC 700VA	55	7
A.16	Laptop- HP Compaq 6720S	2	24
A.17	Laptop- Dell Vostro 3300	2	24
A.18	Laptop- Sony Vaio VPCS137GG	3	24
A.19	Laptop- HP 4410S	1	24
A.20	Laptop- HP ProBook 6550b	1	24
A.21	Laptop- Samsung NP530U4C-S04IN Ultrabook	1	24
A.22	Printer- HP Laser Jet P2015	9	24
A.23	Printer- HP Laser Jet P1005	5	24
A.24	Printer- HP Photosmart C4288	2	24
A.25	Printer- HP Desk Jet D4268	7	24
A.26	Printer- HP Laser Jet P2015dn	1	24
A.27	Printer- WEP LQDSI 5235 (Dot Matrix)	1	24
A.28	Printer- TVSE MSP245 (Dot Matrix)	1	24
A.29	Printer- HP Laser Jet 1536dnf MFP	11	24
A.30	Printer- HP Laser Jet 1566	6	24
A.31	Printer- HP Colour Laser Jet 2605dn	2	24
A.32	Printer- HP Laser Jet 3005dn	2	24
A.33	Printer- HP Photosmart C4388	1	24
A.34	Printer- HP Colour Laser Jet CP2020	2	24
A.35	Printer- HP Laser Jet P3015	35	24
A.36	Printer- HP Laser Jet 2055n	2	24
A.37	Printer- HP ColourLaser Jet CP1215	1	24
A.38	Printer- HP Colour Laser Jet CP2025	3	24
A.39	Printer- HP Laser Jet Pro 400 M401n	2	24
A.40	Printer- HP Design Jet 4500	1	24
A.41	Printer- HP Laserjet P1606dn	5	24
A.42	Printer- Ricoh Aficio SP C240SF	4	24
A.43	Printer- Ricoh Aficio SP C242SF	4	24
A.44	Printer- HP Laser Jet P3015	3	20
A.45	Printer- TVSE MSP 345 Star (Dot Matrix)	4	20
A.46	Printer- HP LaserJet Enterprise 700 M712	1	7

A.47	Printer- HP Laser Jet 1566n	5	7
A.48	Scanner- HP Scanjet G3010	3	24
A.49	Scanner- HP Scanjet 5590	29	24
A.50	Scanner- HP Scanjet 4850	1	24
A.51	Scanner- HP Design Jet 4000ps	1	24
A.52	Scanner- HP Scanjet 200	17	21
A.53	Switch- Cisco Catalyst 3560G Series (L3)	1	24
A.54	Switch- Cisco Catalyst 2960G/S Series (L2)	13	24
A.55	Switch- Cisco 24 Port L3 WS-C3750X-24T	13	7
A.56	Switch- Cisco 48 Port L2 2960S-48TS-L	6	7
A.57	Switch- Cisco 24 Port L2 2960S-24TS-L	15	7
A.58	Switch- Cisco 8 Port L2 WS-C2960CG-8TC-L	40	7
A.59	DELL Optiplex 990 SF Desktop PC	20	13
A.60	HP- E-Lite 8300 Desktop PC	12	11
A.61	Samsung ML 2851ND PRINTER	5	12
A.62	Samsung CLP 660ND PRINTER	2	12
A.63	HP LASERJET P2015dn PRINTER	7	12
A.64	HP LASERJET 1320n PRINTER	8	12
A.65	HP LASERJET COLOR 3800dn PRINTER	1	12
A.66	Lexmark E260dn PRINTER	9	12
A.67	TVS MSP 345 Champion XL (Dot Matrix) PRINTER	8	12
A.68	Canon Canoscan Lide 110 SCANNER	20	12
A.69	Scanner- HP Scanjet 5590	1	12
A.70	Scanner- HP Scanjet G3010	5	12
A.71	UPS- 600 VA-1 KVA	45	12
A.72	UPS- 2KVA	3	12
A.73	Router- Cisco	2	12
A.74	Switch- Cisco 2960G/2950G	2	12

Annexure-B**PCs & Peripherals (under Warranty) - FMS Support only**

S No	IT ASSET ITEM DESCRIPTION	TOTAL QTY	No. of Months
B.1	HP Prodesk 600 G1 SFF Desktop PC	118	24
B.2	HP 202 G2 Microtower Desktop PC	5	24
B.3	Laptop- Acer TMP246M	2	24
B.4	UPS- Better Power 650VA	80	24
B.5	Printer- Samsung ProXpress M3820ND	32	24
B.6	Scanner- HP Scanjet 7000s2	4	24
B.7	UPS- APC 700VA	55	17
B.8	Printer- HP LaserJet Enterprise 700 M712	1	17
B.9	Printer- HP Laser Jet 1566n	5	17
B.10	Switch- Cisco 24 Port L3 WS-C3750X-24T	13	17
B.11	Switch- Cisco 48 Port L2 2960S-48TS-L	6	17
B.12	Switch- Cisco 24 Port L2 2960S-24TS-L	15	17
B.13	Switch- Cisco 8 Port L2 WS-C2960CG-8TC-L	40	17
B.14	HP Compaq Pro 6300 SFF Desktop PC	65	12
B.15	UPS- Numeric 600VA	69	12
B.16	Wipro Super Genius (Model:WSG68B55W8) Desktop PC	8	11
B.17	UPS- Orion 650 VA	17	11
B.18	HP Compaq pro 4300 SFF Desktop PC	9	4
B.19	Printer- HP Laser Jet P3015	3	4
B.20	Printer- TVSE MSP 345 Star (Dot Matrix)	4	4
B.21	Scanner- HP Scanjet 200	17	3
B.22	DELL OPTIPLEX 3020 Desktop PC	16	13
B.23	HP- E-Lite 8300 Desktop PC	12	2

Annexure-C**Deployment of Resident Service Engineers (RSEs) at BCPL Locations**

S No	ITEM DESCRIPTION	Total Quantity	No. of Months
C.1	RSE- LEPETKATA, DIBRUGARH --- RESIDENT SERVICE ENGINEER FOR LEPETKATA, DIBRUGARH	3	24
C.2	RSE- LAKWA, SIVASAGAR --- RESIDENT SERVICE ENGINEER FOR LAKWA, SIVASAGAR	1	12

Annexure-D**Deployment of Technical Assistant at BCPL Locations**

S No	ITEM DESCRIPTION	Total Quantity	No. of Months
D.1	Technical Assistant ---AT LEPETKATA, DIBRUGARH	1	24

Annexure-E**Deployment of Service Desk Supervisor at BCPL Locations**

S No	ITEM DESCRIPTION	Total Quantity	No. of Months
E.1	SERVICE DESK SUPERVISOR---AT LEPETKATA, DIBRUGARH	1	24

Annexure-F**List of Supply of LAN cabling items**

S No	ITEM DESCRIPTION	Total Quantity
F.1	CAT- 6 UTP LAN CABLE ---DLINK/ AMP / SYSTIMAX MAKE CAT- 6 Giga-speed UTP LAN CABLE BOX (305 MTS)	10
F.2	I/O WITH SMB FOR CAT-6 ---I/O WITH SMB FOR CAT-6 (DLINK/AMP /SYSTIMAX Make) INCLUDING TERMINATION AT BOTH ENDS	50
F.3	PVC CASING AND CAPPING OF 1 INCH WIDTH -- ISI APPROVED, INCLUDING INSTALLATION, LAYING	150

Annexure- G

Format No: QRF/7.5-14

Frequency: As per PM Policy

Preventive Maintenance Report

SYSTEM NO :

SYSTEM TYPE:

USER NAME:

DESIGNATION:

PM START DATE & TIME :

PM COMPLETION DATE & TIME:

CHECK LIST

S No.	ACTIVITY DESCRIPTION	PERFORMED YES (Y) / NO (N)	REMARKS
1	Check AC Input Voltage, Power plugs for CPU box, Monitor, Printer etc.		
2	Run standard tests for CPU, Memory, HDD etc. & removal of bad sectors, checking of configuration files		
3	Informing user in case of any impending crash of Hard Disk so that remedial action for taking data backup could be initiated.		
4	Clean Fan grills and Check for noiseless working of Cooling Fans in CPU Cabinet, Processor		
5	Checking of printers for paper dust Clean heads of Printers, FDD, CDs & Media drives		
6	Check all Network Points, Power / Signal /LAN cables for loose connection		
7	Check all connections to various devices attached like LAN cable, Printer cable etc.		
8	UPS: Check AC O/P Voltage, Earthing, Battery connections & back up time, for loose AC / DC cables, Cleaning of cabinets Checking & testing of Batteries & submitting status of batteries		
9	Repair of registry and removal of remnant of viruses / worms, incompletely un-installed or deleted programs. Checking of Virus & removal of viruses if any, are found		
10	Cleaning of equipment		
11	Any other intermittent problems attended to		
12	Others(pls specify)		
	12.1		
	12.2		
	12.3		

All Systems are functioning properly : Yes/No

No. of Systems checked under PM :

Annexure-H (Compliance Confirmation by the Bidder)

SN	CLAUSE NO.	CLAUSE DESCRIPTION	BIDDER CONFIRMATION	REMARKS, IF ANY	SIGNATURE & SEAL OF BIDDER
1	SECTION - I	SCC OF CONTRACT			
2	1.1	INTRODUCTION	NOTED		
3	1.2	DURATION OF CONTRACT/CONTRACT PERIOD	NOTED & AGREED		
4	1.3	PERFORMANCE	NOTED & AGREED		
5	1.4	RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS	NOTED & AGREED		
6	1.5	CONTRACTOR'S RESPONSIBILITIES	NOTED & AGREED		
7	1.6	PAYMENT TERMS	NOTED & AGREED		
8	1.7	MOBALISATION OF CONTRACT RESOURCES	NOTED & AGREED		
9	1.8	SERVICE LEVEL REQUIREMENTS(SLR)	NOTED & AGREED		
10	1.9	CALCULATION OF AVAILABILITY	NOTED & AGREED		
11	1.10	RESOLUTION TIME	NOTED & AGREED		
12	1.11	NON-PERFORMANCE DEDUCTIONS(NPD)	NOTED & AGREED		
13	1.12	AMENDMENTS IN CONTRACT	NOTED & AGREED		
14	1.13	OPERATION OF THE CONTRACT	NOTED & AGREED		
15	1.14	EXCLUSIONS FROM THE CONTRACT	NOTED & AGREED		
18	SECTION - II	SCOPE OF WORK			
19	2.1	COMPREHENSIVE MAINTENANCE SUPPORT SERVICES (MSS)	NOTED & AGREED		
20	2.2	FACILITY MANAGEMENT SERVICES (FMS)	NOTED & AGREED		
21	2.3	STANDBY / SUBSTITUTE OF HARDWARE, NOT REPAIRABLE AT SITES	NOTED & AGREED		
22	2.4	ESSENTIAL STOCK TO BE KEPT AT SITE	NOTED & AGREED		
23	2.5	RESIDENT SERVICE ENGINEERS & SUPPORT STAFF AT SITES	NOTED & AGREED		
24	2.6	EXISTING SERVICE DESK MANAGEMENT	NOTED & AGREED		
25	2.7	ADDITION/DELETION OF SYSTEMS	NOTED & AGREED		
26	2.8	ASSISTANCE FOR SYSTEM UPGRADATION	NOTED & AGREED		
27	2.9	OEM / THIRD PARTY SUPPORT	NOTED & AGREED		
28	2.10	DEMOBALISATION	NOTED & AGREED		
29	2.11	OBSOLESCENCE OF EQUIPMENTS	NOTED & AGREED		

Annexure-I (Profile of Contractor Technical Resources)

S No	Category of Resource	Services required from the resource	No. of Resource required	Qualification/Certification/Experience
1	Service Desk Supervisor for Lepetkata, Dibrugarh	The resource would be responsible for Helpdesk services such as logging complaints of the users, assigning severity to each call, allocating the call to the concerned technical resource and tracking each call to its resolution. Analyze call statistics and ensuring that all calls are attended satisfactorily and within the time limit specified in the service level requirements(SLR).The Helpdesk coordinator would also be responsible for vendor management.	1	Graduate with diploma in Computer applications from reputed institute, having good knowledge of MS Office and Ms Excel package and should have excellent communication skills. The resource should have minimum two years of experience as helpdesk coordinator and should have working knowledge of CA based Helpdesk system.
2	Resident Service Engineer (RSE) for Desktop Management & Hardware Maintenance at various BCPL Locations	The technical resource will be responsible for MSS & FMS services of respective location as per scope of work	5	Degree / Diploma (three years) / BCA in Electronics / Computer Science/ E&T / IT from Govt. recognized institutes, having minimum one year in line experience.
3	Technical Assistant at Lepetkata, Dibrugarh	For shifting of hardware, connecting & relocating PCs & Peripherals, other misc. jobs.	1	10th pass with working knowledge of Computer Hardware

Annexure-J (BCPL Locations and Contact Persons)

Sr No	BCPL Location	BCPL Office Address	Support Type	Name of Site Contact Person	Mobile No
1	Lepetkata, Dibrugarh	Administrative Building BCPL Project Site, Lepetkata Dibrugarh, Assam– 786006. Tel: 0373- 2914604, Fax:011-66173653	RSE Support	Sh. Sushil Kumar, SM (BIS) sk9977@gail.co.in	09871057395
2	Duliajan, Dibrugarh	BCPL Project Site Office, Madhuban Tiniali, Duliajan, PO- Duliajan, Dibrugarh, Assam -786602	On Call	Sh. Mahananda Thakuria, SM (Mech) mahananda.thakuria@bcplindia.co.in	09954209102
3	Guwahati	Hotel Brahmaputra Ashok, M.G.Road, Guwahati, Assam - 781001, Tel:0361-2733554, Fax:0361-2733556	On Call	Sh. Manish Manohar, DM (CS) mmanohar@bcplindia.co.in	09678003426
4	Lakwa	BCPL Project Site Office (earlier GAIL), PO- Lakwa, Sivasagar, Assam -785688	RSE Support	Sh. Rupendra Basumatary, SE (Telecom) rupendra@gail.co.in	09435358962

Annexure-K (Bidder's establishment)

Sr No	BCPL Location	BCPL Office Address	Address of Bidder's Nearest Establishment for IT Support	Bidder's Establishment In-Charge Name with Contact Details
1	Lepetkata, Dibrugarh	Administrative Building BCPL Project Site, Lepetkata Dibrugarh, Assam-786006. Tel: 0373- 2914604, Fax:011-66173653		
2	Duliajan, Dibrugarh	BCPL Project Site Office, Madhuban Tiniali, Duliajan, PO- Duliajan, Dibrugarh, Assam -786602		
3	Guwahati	Hotel Brahmaputra Ashok, M.G.Road, Guwahati, Assam - 781001, Tel:0361-2733554, Fax:0361-2733556		
4	Lakwa	BCPL Project Site Office (earlier GAIL), PO- Lakwa, Sivasagar, Assam -785688		

Annexure-L (Tentative Locationwise Distribution of the IT Assets)

During First Year

Location	No. of PCs	No. of Printers	No. of Scanners	No. of UPS	No. of Laptops	No. of Routers	No. of Switches
Duliajan	25	5	2	25	0	0	8
Lakwa	10	2	1	10	0	0	0
Guwahati	7	5	2	8	1	0	0
Lepetkata	473	140	50	533	11	0	80

During Second Year

Location	No. of PCs	No. of Printers	No. of Scanners	No. of UPS	No. of Laptops	No. of Routers	No. of Switches
Duliajan	25	5	2	25	0	0	8
Lakwa	58	42	27	58	0	2	2
Guwahati	7	5	2	8	1	0	0
Lepetkata	473	140	50	533	11	0	80

PREAMBLE TO SCHEDULE OF RATES

- 1 Quoted rates should be as per Scope of Work.
- 2 Bidders are required to quote the rates strictly as per the below SOR and not to use any other format.
- 3 Rates should be quoted including all taxes & duties except Service tax.
- 4 Service Tax is payable extra on submission of proper cenvatable invoice as per rules in vogue in India from time to time. Statutory variation would be dearth with as per relevant clause of GCC. Present applicable rate is 14.5%.
- 5 If the services fall under the list of services defined in reverse charge mechanism, then the liability of deposition of service tax to the tax authority by the contractor and the owner shall be dealt in accordance with Notifications issued by Government of India from time to time.

SECTION - IV

PART –A

SCHEDULE OF RATES [UNPRICED BID]

SOR Table 'A' (PC & Peripherals for MSS & FMS Support)

SOR Item No.	IT ASSET ITEM DESCRIPTION	TOTAL QTY (A)	No. of Months (B)	Unit	Unit Price Per Month (Rs.) (C)	Total Amount (Rs.) D=(A*B*C)
A.1	HP DX 7380 Desktop PC	34	24	Per Unit Per Month	DNQ	DNQ
A.2	Acer Power Desktop PC	34	24	Per Unit Per Month	DNQ	DNQ
A.3	HP DX 2480 Desktop PC	10	24	Per Unit Per Month	DNQ	DNQ
A.4	Wipro Super Genius Desktop PC (Model:WSG48455W7)	17	24	Per Unit Per Month	DNQ	DNQ
A.5	Acer Veriton Desktop PC	180	24	Per Unit Per Month	DNQ	DNQ
A.6	HP Compaq pro 4300 SFF Desktop PC	18	24	Per Unit Per Month	DNQ	DNQ
A.7	Wipro Super Genius Desktop PC (Model:WSG68C55W7)	17	24	Per Unit Per Month	DNQ	DNQ
A.8	HP Compaq pro 4300 SFF Desktop PC	9	20	Per Unit Per Month	DNQ	DNQ
A.9	Wipro Super Genius (Model:WSG68B55W8) Desktop PC	8	13	Per Unit Per Month	DNQ	DNQ
A.10	HP Compaq Pro 6300 SFF Desktop PC	65	12	Per Unit Per Month	DNQ	DNQ
A.11	UPS- Online, 3 KVA - 5 KVA	4	24	Per Unit Per Month	DNQ	DNQ
A.12	UPS- 600VA - 1 KVA	351	24	Per Unit Per Month	DNQ	DNQ
A.13	UPS- Orion 650 VA	17	13	Per Unit Per Month	DNQ	DNQ
A.14	UPS- Numeric 600VA	69	12	Per Unit Per Month	DNQ	DNQ
A.15	UPS- APC 700VA	55	7	Per Unit Per Month	DNQ	DNQ
A.16	Laptop- HP Compaq 6720S	2	24	Per Unit Per Month	DNQ	DNQ
A.17	Laptop- Dell Vostro 3300	2	24	Per Unit Per Month	DNQ	DNQ

A.18	Laptop- Sony Vaio VPCS137GG	3	24	Per Unit Per Month	DNQ	DNQ
A.19	Laptop- HP 4410S	1	24	Per Unit Per Month	DNQ	DNQ
A.20	Laptop- HP ProBook 6550b	1	24	Per Unit Per Month	DNQ	DNQ
A.21	Laptop- Samsung NP530U4C-S04IN Ultrabook	1	24	Per Unit Per Month	DNQ	DNQ
A.22	Printer- HP Laser Jet P2015	9	24	Per Unit Per Month	DNQ	DNQ
A.23	Printer- HP Laser Jet P1005	5	24	Per Unit Per Month	DNQ	DNQ
A.24	Printer- HP Photosmart C4288	2	24	Per Unit Per Month	DNQ	DNQ
A.25	Printer- HP Desk Jet D4268	7	24	Per Unit Per Month	DNQ	DNQ
A.26	Printer- HP Laser Jet P2015dn	1	24	Per Unit Per Month	DNQ	DNQ
A.27	Printer- WEP LQDSI 5235 (Dot Matrix)	1	24	Per Unit Per Month	DNQ	DNQ
A.28	Printer- TVSE MSP245 (Dot Matrix)	1	24	Per Unit Per Month	DNQ	DNQ
A.29	Printer- HP Laser Jet 1536dnf MFP	11	24	Per Unit Per Month	DNQ	DNQ
A.30	Printer- HP Laser Jet 1566	6	24	Per Unit Per Month	DNQ	DNQ
A.31	Printer- HP Colour Laser Jet 2605dn	2	24	Per Unit Per Month	DNQ	DNQ
A.32	Printer- HP Laser Jet 3005dn	2	24	Per Unit Per Month	DNQ	DNQ
A.33	Printer- HP Photosmart C4388	1	24	Per Unit Per Month	DNQ	DNQ
A.34	Printer- HP Colour Laser Jet CP2020	2	24	Per Unit Per Month	DNQ	DNQ
A.35	Printer- HP Laser Jet P3015	35	24	Per Unit Per Month	DNQ	DNQ
A.36	Printer- HP Laser Jet 2055n	2	24	Per Unit Per Month	DNQ	DNQ
A.37	Printer- HP ColourLaser Jet CP1215	1	24	Per Unit Per Month	DNQ	DNQ

A.38	Printer- HP Colour Laser Jet CP2025	3	24	Per Unit Per Month	DNQ	DNQ
A.39	Printer- HP Laser Jet Pro 400 M401n	2	24	Per Unit Per Month	DNQ	DNQ
A.40	Printer- HP Design Jet 4500	1	24	Per Unit Per Month	DNQ	DNQ
A.41	Printer- HP Laserjet P1606dn	5	24	Per Unit Per Month	DNQ	DNQ
A.42	Printer- Ricoh Aficio SP C240SF	4	24	Per Unit Per Month	DNQ	DNQ
A.43	Printer- Ricoh Aficio SP C242SF	4	24	Per Unit Per Month	DNQ	DNQ
A.44	Printer- HP Laser Jet P3015	3	20	Per Unit Per Month	DNQ	DNQ
A.45	Printer- TVSE MSP 345 Star (Dot Matrix)	4	20	Per Unit Per Month	DNQ	DNQ
A.46	Printer- HP LaserJet Enterprise 700 M712	1	7	Per Unit Per Month	DNQ	DNQ
A.47	Printer- HP Laser Jet 1566n	5	7	Per Unit Per Month	DNQ	DNQ
A.48	Scanner- HP Scanjet G3010	3	24	Per Unit Per Month	DNQ	DNQ
A.49	Scanner- HP Scanjet 5590	29	24	Per Unit Per Month	DNQ	DNQ
A.50	Scanner- HP Scanjet 4850	1	24	Per Unit Per Month	DNQ	DNQ
A.51	Scanner- HP Design Jet 4000ps	1	24	Per Unit Per Month	DNQ	DNQ
A.52	Scanner- HP Scanjet 200	17	21	Per Unit Per Month	DNQ	DNQ
A.53	Switch- Cisco Catalyst 3560G Series (L3)	1	24	Per Unit Per Month	DNQ	DNQ
A.54	Switch- Cisco Catalyst 2960G/S Series (L2)	13	24	Per Unit Per Month	DNQ	DNQ
A.55	Switch- Cisco 24 Port L3 WS-C3750X-24T	13	7	Per Unit Per Month	DNQ	DNQ
A.56	Switch- Cisco 48 Port L2 2960S-48TS-L	6	7	Per Unit Per Month	DNQ	DNQ
A.57	Switch- Cisco 24 Port L2 2960S-24TS-L	15	7	Per Unit Per Month	DNQ	DNQ

A.58	Switch- Cisco 8 Port L2 WS-C2960CG-8TC-L	40	7	Per Unit Per Month	DNQ	DNQ
A.59	DELL Optiplex 990 SF Desktop PC	20	13	Per Unit Per Month	DNQ	DNQ
A.60	HP- E-Lite 8300 Desktop PC	12	11	Per Unit Per Month	DNQ	DNQ
A.61	Samsung ML 2851ND PRINTER	5	12	Per Unit Per Month	DNQ	DNQ
A.62	Samsung CLP 660ND PRINTER	2	12	Per Unit Per Month	DNQ	DNQ
A.63	HP LASERJET P2015dn PRINTER	7	12	Per Unit Per Month	DNQ	DNQ
A.64	HP LASERJET 1320n PRINTER	8	12	Per Unit Per Month	DNQ	DNQ
A.65	HP LASERJET COLOR 3800dn PRINTER	1	12	Per Unit Per Month	DNQ	DNQ
A.66	Lexmark E260dn PRINTER	9	12	Per Unit Per Month	DNQ	DNQ
A.67	TVS MSP 345 Champion XL (Dot Matrix) PRINTER	8	12	Per Unit Per Month	DNQ	DNQ
A.68	Canon Canoscan Lide 110 SCANNER	20	12	Per Unit Per Month	DNQ	DNQ
A.69	Scanner- HP Scanjet 5590	1	12	Per Unit Per Month	DNQ	DNQ
A.70	Scanner- HP Scanjet G3010	5	12	Per Unit Per Month	DNQ	DNQ
A.71	UPS- 600 VA-1 KVA	45	12	Per Unit Per Month	DNQ	DNQ
A.72	UPS- 2KVA	3	12	Per Unit Per Month	DNQ	DNQ
A.73	Router- Cisco	2	12	Per Unit Per Month	DNQ	DNQ
A.74	Switch- Cisco 2960G/2950G	2	12	Per Unit Per Month	DNQ	DNQ
Total Value (INR)						DNQ

SOR Table 'B' (PCs & Peripherals (under Warranty) - FMS Support only)

SOR Item No.	IT ASSET ITEM DESCRIPTION	TOTAL QTY (A)	No. of Months (B)	Unit	Unit Price Per Month (Rs.) (C)	Total Amount (Rs.) D=(A*B*C)
B.1	HP Prodesk 600 G1 SFF Desktop PC	118	24	Per Unit Per Month	DNQ	DNQ
B.2	HP 202 G2 Microtower Desktop PC	5	24	Per Unit Per Month	DNQ	DNQ
B.3	Laptop- Acer TMP246M	2	24	Per Unit Per Month	DNQ	DNQ
B.4	UPS- Better Power 650VA	80	24	Per Unit Per Month	DNQ	DNQ
B.5	Printer- Samsung ProXpress M3820ND	32	24	Per Unit Per Month	DNQ	DNQ
B.6	Scanner- HP Scanjet 7000s2	4	24	Per Unit Per Month	DNQ	DNQ
B.7	UPS- APC 700VA	55	17	Per Unit Per Month	DNQ	DNQ
B.8	Printer- HP LaserJet Enterprise 700 M712	1	17	Per Unit Per Month	DNQ	DNQ
B.9	Printer- HP Laser Jet 1566n	5	17	Per Unit Per Month	DNQ	DNQ
B.10	Switch- Cisco 24 Port L3 WS-C3750X-24T	13	17	Per Unit Per Month	DNQ	DNQ
B.11	Switch- Cisco 48 Port L2 2960S-48TS-L	6	17	Per Unit Per Month	DNQ	DNQ
B.12	Switch- Cisco 24 Port L2 2960S-24TS-L	15	17	Per Unit Per Month	DNQ	DNQ
B.13	Switch- Cisco 8 Port L2 WS-C2960CG-8TC-L	40	17	Per Unit Per Month	DNQ	DNQ
B.14	HP Compaq Pro 6300 SFF Desktop PC	65	12	Per Unit Per Month	DNQ	DNQ
B.15	UPS- Numeric 600VA	69	12	Per Unit Per Month	DNQ	DNQ
B.16	Wipro Super Genius (Model:WSG68B55W8) Desktop PC	8	11	Per Unit Per Month	DNQ	DNQ
B.17	UPS- Orion 650 VA	17	11	Per Unit Per Month	DNQ	DNQ

B.18	HP Compaq pro 4300 SFF Desktop PC	9	4	Per Unit Per Month	DNQ	DNQ
B.19	Printer- HP Laser Jet P3015	3	4	Per Unit Per Month	DNQ	DNQ
B.20	Printer- TVSE MSP 345 Star (Dot Matrix)	4	4	Per Unit Per Month	DNQ	DNQ
B.21	Scanner- HP Scanjet 200	17	3	Per Unit Per Month	DNQ	DNQ
B.22	DELL OPTIPLEX 3020 Desktop PC	16	13	Per Unit Per Month	DNQ	DNQ
B.23	HP- E-Lite 8300 Desktop PC	12	2	Per Unit Per Month	DNQ	DNQ
Total Value (INR)						DNQ

SOR Table 'C' (Deployment of Resident Service Engineers (RSEs) at BCPL Locations)

SOR Item No.	ITEM DESCRIPTION	Total Quantity (A)	No. of Months (B)	Unit Cost Per Month (C)	Total Amount (Rs.) D=A*B*C
C.1	RSE- LEPETKATA, DIBRUGARH --- RESIDENT SERVICE ENGINEER FOR LEPETKATA, DIBRUGARH	3	24	DNQ	DNQ
C.2	RSE- LAKWA, SIVASAGAR --- RESIDENT SERVICE ENGINEER FOR LAKWA, SIVASAGAR	1	12	DNQ	DNQ
Total Value					DNQ

SOR Table 'D' (Deployment of Technical Assistant at BCPL Locations)

SOR Item No.	ITEM DESCRIPTION	Total Quantity (A)	No. of Months (B)	Unit Cost Per Month (C)	Total Amount (Rs.) D=A*B*C
D.1	Technical Assistant ---AT LEPETKATA, DIBRUGARH	1	24	DNQ	DNQ
Total Value					DNQ

SOR Table 'E' (Deployment of Service Desk Supervisor at BCPL Locations)

SOR Item No.	ITEM DESCRIPTION	Total Quantity (A)	No. of Months (B)	Unit Cost Per Month (C)	Total Amount (Rs.) D=A*B*C
E.1	SERVICE DESK SUPERVISOR---AT LEPETKATA, DIBRUGARH	1	24	DNQ	DNQ
Total Value					DNQ

SOR Table 'F' (Supply of LAN cabling items)

SOR Item No.	ITEM DESCRIPTION	Total Quantity (A)	Unit Cost (B)	Total Amount (Rs.) C=A*B
F.1	CAT- 6 UTP LAN CABLE ---DLINK/ AMP / SYSTIMAX MAKE CAT- 6 Giga-speed UTP LAN CABLE BOX (305 MTS)	10	DNQ	DNQ
F.2	I/O WITH SMB FOR CAT-6 ---I/O WITH SMB FOR CAT-6 (DLINK/AMP /SYSTIMAX Make) INCLUDING TERMINATION AT BOTH ENDS	50	DNQ	DNQ
F.3	PVC CASING AND CAPPING OF 1 INCH WIDTH -- ISI APPROVED, INCLUDING INSTALLATION, LAYING	150	DNQ	DNQ
Total Value				DNQ

SUMMARY & TOTAL AMOUNT OF ALL SOR TABLES

TABLE NAME	DESCRIPTION OF SOR TABLE	TOTAL AMOUNT (Rs)
TABLE -A	SOR SUM for PCs & Peripherals for MSS & FMS Support	DNQ
TABLE -B	SOR SUM for PCs & Peripherals (under Warranty) - FMS Support only	DNQ
TABLE -C	SOR SUM for Deployment of Resident Service Engineers (RSEs) at BCPL Locations	DNQ
TABLE -D	SOR SUM for Deployment of Technical Assistant at BCPL Locations	DNQ
TABLE -E	SOR SUM for Deployment of Service Desk Supervisor at BCPL Locations	DNQ
TABLE -F	SOR SUM for Supply of LAN cabling items	DNQ
	TOTAL SUM OF ALL TABLES (Rs.) (Inclusive of all taxes & duties excluding service tax)	DNQ

NOTE:

1. Above rates are inclusive of all taxes and duties excluding service tax. Service Tax shall be at actual as applicable during service period which shall be paid on submission of necessary documents / Tax invoice(s).
2. The bidder is to strictly follow the SOR while quoting, failing which the bid shall be liable for rejection.
3. Service Tax will be paid for the items mentioned in Tables A to E whereas the rates of the items mentioned in table F should be inclusive of all taxes and duties.

PART –B

SCHEDULE OF RATES **[PRICED BID]**

SOR Table 'A' (PC & Peripherals for MSS & FMS Support)

SOR Item No.	IT ASSET ITEM DESCRIPTION	TOTAL QTY (A)	No. of Months (B)	Unit	Unit Price Per Month (Rs) (C)	Total Amount (Rs.) D=(A*B*C)
A.1	HP DX 7380 Desktop PC	34	24	Per Unit Per Month		
A.2	Acer Power Desktop PC	34	24	Per Unit Per Month		
A.3	HP DX 2480 Desktop PC	10	24	Per Unit Per Month		
A.4	Wipro Super Genius Desktop PC (Model:WSG48455W7)	17	24	Per Unit Per Month		
A.5	Acer Veriton Desktop PC	180	24	Per Unit Per Month		
A.6	HP Compaq pro 4300 SFF Desktop PC	18	24	Per Unit Per Month		
A.7	Wipro Super Genius Desktop PC (Model:WSG68C55W7)	17	24	Per Unit Per Month		
A.8	HP Compaq pro 4300 SFF Desktop PC	9	20	Per Unit Per Month		
A.9	Wipro Super Genius (Model:WSG68B55W8) Desktop PC	8	13	Per Unit Per Month		
A.10	HP Compaq Pro 6300 SFF Desktop PC	65	12	Per Unit Per Month		
A.11	UPS- Online, 3 KVA - 5 KVA	4	24	Per Unit Per Month		
A.12	UPS- 600VA - 1 KVA	351	24	Per Unit Per Month		
A.13	UPS- Orion 650 VA	17	13	Per Unit Per Month		
A.14	UPS- Numeric 600VA	69	12	Per Unit Per Month		
A.15	UPS- APC 700VA	55	7	Per Unit Per Month		
A.16	Laptop- HP Compaq 6720S	2	24	Per Unit Per Month		
A.17	Laptop- Dell Vostro 3300	2	24	Per Unit Per Month		
A.18	Laptop- Sony Vaio VPCS137GG	3	24	Per Unit Per Month		

A.19	Laptop- HP 4410S	1	24	Per Unit Per Month		
A.20	Laptop- HP ProBook 6550b	1	24	Per Unit Per Month		
A.21	Laptop- Samsung NP530U4C-S04IN Ultrabook	1	24	Per Unit Per Month		
A.22	Printer- HP Laser Jet P2015	9	24	Per Unit Per Month		
A.23	Printer- HP Laser Jet P1005	5	24	Per Unit Per Month		
A.24	Printer- HP Photosmart C4288	2	24	Per Unit Per Month		
A.25	Printer- HP Desk Jet D4268	7	24	Per Unit Per Month		
A.26	Printer- HP Laser Jet P2015dn	1	24	Per Unit Per Month		
A.27	Printer- WEP LQDSI 5235 (Dot Matrix)	1	24	Per Unit Per Month		
A.28	Printer- TVSE MSP245 (Dot Matrix)	1	24	Per Unit Per Month		
A.29	Printer- HP Laser Jet 1536dnf MFP	11	24	Per Unit Per Month		
A.30	Printer- HP Laser Jet 1566	6	24	Per Unit Per Month		
A.31	Printer- HP Colour Laser Jet 2605dn	2	24	Per Unit Per Month		
A.32	Printer- HP Laser Jet 3005dn	2	24	Per Unit Per Month		
A.33	Printer- HP Photosmart C4388	1	24	Per Unit Per Month		
A.34	Printer- HP Colour Laser Jet CP2020	2	24	Per Unit Per Month		
A.35	Printer- HP Laser Jet P3015	35	24	Per Unit Per Month		
A.36	Printer- HP Laser Jet 2055n	2	24	Per Unit Per Month		
A.37	Printer- HP ColourLaser Jet CP1215	1	24	Per Unit Per Month		
A.38	Printer- HP Colour Laser Jet CP2025	3	24	Per Unit Per Month		

A.39	Printer- HP Laser Jet Pro 400 M401n	2	24	Per Unit Per Month		
A.40	Printer- HP Design Jet 4500	1	24	Per Unit Per Month		
A.41	Printer- HP Laserjet P1606dn	5	24	Per Unit Per Month		
A.42	Printer- Ricoh Aficio SP C240SF	4	24	Per Unit Per Month		
A.43	Printer- Ricoh Aficio SP C242SF	4	24	Per Unit Per Month		
A.44	Printer- HP Laser Jet P3015	3	20	Per Unit Per Month		
A.45	Printer- TVSE MSP 345 Star (Dot Matrix)	4	20	Per Unit Per Month		
A.46	Printer- HP LaserJet Enterprise 700 M712	1	7	Per Unit Per Month		
A.47	Printer- HP Laser Jet 1566n	5	7	Per Unit Per Month		
A.48	Scanner- HP Scanjet G3010	3	24	Per Unit Per Month		
A.49	Scanner- HP Scanjet 5590	29	24	Per Unit Per Month		
A.50	Scanner- HP Scanjet 4850	1	24	Per Unit Per Month		
A.51	Scanner- HP Design Jet 4000ps	1	24	Per Unit Per Month		
A.52	Scanner- HP Scanjet 200	17	21	Per Unit Per Month		
A.53	Switch- Cisco Catalyst 3560G Series (L3)	1	24	Per Unit Per Month		
A.54	Switch- Cisco Catalyst 2960G/S Series (L2)	13	24	Per Unit Per Month		
A.55	Switch- Cisco 24 Port L3 WS-C3750X-24T	13	7	Per Unit Per Month		
A.56	Switch- Cisco 48 Port L2 2960S-48TS-L	6	7	Per Unit Per Month		
A.57	Switch- Cisco 24 Port L2 2960S-24TS-L	15	7	Per Unit Per Month		
A.58	Switch- Cisco 8 Port L2 WS-C2960CG-8TC-L	40	7	Per Unit Per Month		

A.59	DELL Optiplex 990 SF Desktop PC	20	13	Per Unit Per Month		
A.60	HP- E-Lite 8300 Desktop PC	12	11	Per Unit Per Month		
A.61	Samsung ML 2851ND PRINTER	5	12	Per Unit Per Month		
A.62	Samsung CLP 660ND PRINTER	2	12	Per Unit Per Month		
A.63	HP LASERJET P2015dn PRINTER	7	12	Per Unit Per Month		
A.64	HP LASERJET 1320n PRINTER	8	12	Per Unit Per Month		
A.65	HP LASERJET COLOR 3800dn PRINTER	1	12	Per Unit Per Month		
A.66	Lexmark E260dn PRINTER	9	12	Per Unit Per Month		
A.67	TVS MSP 345 Champion XL (Dot Matrix) PRINTER	8	12	Per Unit Per Month		
A.68	Canon Canoscan Lide 110 SCANNER	20	12	Per Unit Per Month		
A.69	Scanner- HP Scanjet 5590	1	12	Per Unit Per Month		
A.70	Scanner- HP Scanjet G3010	5	12	Per Unit Per Month		
A.71	UPS- 600 VA-1 KVA	45	12	Per Unit Per Month		
A.72	UPS- 2KVA	3	12	Per Unit Per Month		
A.73	Router- Cisco	2	12	Per Unit Per Month		
A.74	Switch- Cisco 2960G/2950G	2	12	Per Unit Per Month		
Total Value (INR)						

SOR Table 'B' (PCs & Peripherals (under Warranty) - FMS Support only)

SOR Item No.	IT ASSET ITEM DESCRIPTION	TOTAL QTY (A)	No. of Months (B)	Unit	Unit Price Per Month (Rs.) (C)	Total Amount (Rs.) D=(A*B*C)
B.1	HP Prodesk 600 G1 SFF Desktop PC	118	24	Per Unit Per Month		
B.2	HP 202 G2 Microtower Desktop PC	5	24	Per Unit Per Month		
B.3	Laptop- Acer TMP246M	2	24	Per Unit Per Month		
B.4	UPS- Better Power 650VA	80	24	Per Unit Per Month		
B.5	Printer- Samsung ProXpress M3820ND	32	24	Per Unit Per Month		
B.6	Scanner- HP Scanjet 7000s2	4	24	Per Unit Per Month		
B.7	UPS- APC 700VA	55	17	Per Unit Per Month		
B.8	Printer- HP LaserJet Enterprise 700 M712	1	17	Per Unit Per Month		
B.9	Printer- HP Laser Jet 1566n	5	17	Per Unit Per Month		
B.10	Switch- Cisco 24 Port L3 WS-C3750X-24T	13	17	Per Unit Per Month		
B.11	Switch- Cisco 48 Port L2 2960S-48TS-L	6	17	Per Unit Per Month		
B.12	Switch- Cisco 24 Port L2 2960S-24TS-L	15	17	Per Unit Per Month		
B.13	Switch- Cisco 8 Port L2 WS-C2960CG-8TC-L	40	17	Per Unit Per Month		
B.14	HP Compaq Pro 6300 SFF Desktop PC	65	12	Per Unit Per Month		
B.15	UPS- Numeric 600VA	69	12	Per Unit Per Month		
B.16	Wipro Super Genius (Model:WSG68B55W8) Desktop PC	8	11	Per Unit Per Month		
B.17	UPS- Orion 650 VA	17	11	Per Unit Per Month		
B.18	HP Compaq pro 4300 SFF Desktop PC	9	4	Per Unit Per Month		

B.19	Printer- HP Laser Jet P3015	3	4	Per Unit Per Month		
B.20	Printer- TVSE MSP 345 Star (Dot Matrix)	4	4	Per Unit Per Month		
B.21	Scanner- HP Scanjet 200	17	3	Per Unit Per Month		
B.22	DELL OPTIPLEX 3020 Desktop PC	16	13	Per Unit Per Month		
B.23	HP- E-Lite 8300 Desktop PC	12	2	Per Unit Per Month		
Total Value (INR)						

SOR Table 'C' (Deployment of Resident Service Engineers (RSEs) at BCPL Locations)

SOR Item No.	ITEM DESCRIPTION	Total Quantity (A)	No. of Months (B)	Unit Cost Per Month (C)	Total Amount (Rs.) D=A*B*C
C.1	RSE- LEPETKATA, DIBRUGARH --- RESIDENT SERVICE ENGINEER FOR LEPETKATA, DIBRUGARH	3	24		
C.2	RSE- LAKWA, SIVASAGAR --- RESIDENT SERVICE ENGINEER FOR LAKWA, SIVASAGAR	1	12		
Total Value					

SOR Table 'D' (Deployment of Technical Assistant at BCPL Locations)

SOR Item No.	ITEM DESCRIPTION	Total Quantity (A)	No. of Months (B)	Unit Cost Per Month (C)	Total Amount (Rs.) D=A*B*C
D.1	Technical Assistant ---AT LEPETKATA, DIBRUGARH	1	24		
Total Value					

SOR Table 'E' (Deployment of Service Desk Supervisor at BCPL Locations)

SOR Item No.	ITEM DESCRIPTION	Total Quantity (A)	No. of Months (B)	Unit Cost Per Month (C)	Total Amount (Rs.) D=A*B*C
E.1	SERVICE DESK SUPERVISOR---AT LEPETKATA, DIBRUGARH	1	24		
Total Value					

SOR Table 'F' (Supply of LAN cabling items)

SOR Item No.	ITEM DESCRIPTION	Total Quantity (A)	Unit Cost (B)	Total Amount (Rs.) C=A*B
F.1	CAT- 6 UTP LAN CABLE ---DLINK/ AMP / SYSTIMAX MAKE CAT- 6 Giga-speed UTP LAN CABLE BOX (305 MTS)	10		
F.2	I/O WITH SMB FOR CAT-6 ---I/O WITH SMB FOR CAT-6 (DLINK/AMP /SYSTIMAX Make) INCLUDING TERMINATION AT BOTH ENDS	50		
F.3	PVC CASING AND CAPPING OF 1 INCH WIDTH -- ISI APPROVED, INCLUDING INSTALLATION, LAYING	150		
Total Value				

SUMMARY & TOTAL AMOUNT OF ALL SOR TABLES

TABLE NAME	DESCRIPTION OF SOR TABLE	TOTAL AMOUNT (Rs)
TABLE -A	SOR SUM for PCs & Peripherals for MSS & FMS Support	
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TABLE -F	SOR SUM for Supply of LAN cabling items	
	TOTAL SUM OF ALL TABLES (Rs.) (Inclusive of all taxes & duties excluding service tax)	

NOTE:

1. Above rates are inclusive of all taxes and duties excluding service tax. Service Tax shall be at actual as applicable during service period which shall be paid on submission of necessary documents / Tax invoice(s).
2. The bidder is to strictly follow the SOR while quoting, failing which the bid shall be liable for rejection.
3. Service Tax will be paid for the items mentioned in Tables A to E whereas the rates of the items mentioned in table F should be inclusive of all taxes and duties.