



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

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150254/BB
Date: 29.03.2016

To,

BID DOCUMENT FOR HIRING OF PHOTOCOPY MACHINES ON MONTHLY RENT BASIS AT VARIOUS LOCATIONS OF BCPL, LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF TWO YEARS.

LIMITED DOMESTIC COMPETITIVE BIDDING

Contact Person:
BHASKAR BARMAN
Senior Officer (Contracts and Procurement)
Brahmaputra Cracker and Polymer Limited
(A Government of India Enterprise)
Lepetkata, Assam
Ph no-0373 - 2914609/635/636
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Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)
Project Site Office: Admin Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)
Project Execution office: 3rd Floor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

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SECTION IA

REQUEST FOR QUOTATION (RFQ)

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 systems for **"Hiring of Photocopy Machines on Monthly Rent Basis at Various Locations of BCPL, Lepetkata, Lakwa and Duliajan for a Period of Two Years"** as detailed below in complete accordance with enclosed tender document:

1) SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20150254/BB
1.2.3	Bid documents available on Website & BCPL office	From 14.00 hrs on 29/03/2016 on www.bcplonline.co.in and www.gaitenders.in & CPP portal
1.2.3	Delivery schedule/Period of Contract	REFER SPECIAL CONDITION OF CONTRACT of SECTION III of tender
1.2.4	Pre-Bid Meeting	02/04/2016 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	12/04/2016 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un – priced bid at BCPL, Lepetkata	12/04/2016 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working day)
1.2.7	Place of submission of bid	C&P DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs. 1,20,000.00 (Rupees One Lakh Twenty Thousand Only)
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value in form of Bank Demand Draft or Bank Guarantee .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt. Departments.

1.2.10	Venue for Opening of Un-priced bids	CONTRACT & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	BHASKAR BARMAN <i>Senior Officer (Contracts and Procurement)</i> Email-bhaskar.barman@bcplindia.co.in Ph no-0373 – 2914609/635/636

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

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

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

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

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

- i) Tender Fee/bid document fee: (Non-refundable): **NOT APPLICABLE IN THIS TENDER**

Bidders are required to submit the DD (tender fee, if applicable) along with EMD in Physical form. The bidder who has already submitted tender fee or accompanied with DD during meeting will only be allowed to attend pre-bid meeting. The complete bidding document is also available on the website of GAIL (www.gailtenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal. Bidders willing to submit their bid on the basis of downloaded document shall pay cost of bidding document by crossed demand draft in favour of Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh (Assam) along with the Techno-Commercial Bid, failing which their bid shall not be considered for opening/evaluation. Bids are also available for sale at the office of DGM, C&P department as per the date mentioned above. In the event of the tender being cancelled, the tender fee will be refunded to the concerned bidders.

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

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

2) EARNEST MONEY DEPOSIT/BID SECURITY:

[Refer clause no. 4 of RFQ of Tender Document]

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

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

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

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

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

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

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

3) BIDDER'S ELIGIBILITY CRITERIA:

3.1 Technical BEC:

- i. The Bidder must have successfully executed a single work order for providing the services of Photocopier Machine on lease/rent for photocopying having a contract value of Rs. 15.40 Lakhs in any of the preceding Seven (07) years period in any Govt. department/Semi Govt./Public Sector/Reputed private limited company/Multinational company prior to the due date of submission of bids. The bidders are required to submit copy (ies) of purchase orders and its completion certificate/ proof of execution issued by client towards meeting the above criteria.
- ii. Along with the techno-commercial bid, the bidder must submit documentary evidence i.e. copies of work order/agreement along with detailed Schedule of rates and its completion certificate/ execution certificate/Client certificate.

The completion certificate/Execution certificate /Client certificate should clearly indicate the following

- a) Full address of Client, officer issuing certificate
- b) Reference of relevant work order
- c) Actual value of executed work
- d) Date of actual completion, successful execution of works.

All documents i.e. Work orders and completion certificates or any other document submitted towards meeting BEC criteria shall have to be certified/attested by Chartered Engineer and Notary Public with legible stamp.

Documents without certification of Notary Public and Chartered Engineer will not be considered for evaluation towards BEC criteria.

Bids not accompanied by work order as well as completion certificate will be rejected and no queries will be raised for submission of any documents.

The bidders must submit the completion certificate issued by end user / owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work / supply in all aspect. However, in case of tenders for annual rate contracts/ maintenance contracts, where the bidder is executing a rate / maintenance contract which is still running and the contract value /quantity executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value / quantity mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / supply execution certificate issued by the end user / owner / authorized consultant.

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

- iii. However, Bids of Joint Venture/Consortium not acceptable.
- iv. A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- v. Experience acquired as sub-contractor will not be considered as experience towards meeting BEC criteria.

3.2 Financial BEC:

- a) The annual turnover of the bidder should be minimum **Rs. 15.40 Lacs** in any of the preceding three financial years (FY 2012-13, 2013-14, 2014-15).
- b) The Financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2014-15.
- c) The bidder should have minimum working capital of **Rs 6.00 Lacs** as per the last audited financial year i.e. FY 2014-15. (If the bidder's working capital is inadequate, the bidder shall supplement this with a letter issued by their Banker having net worth not less than **Rs 100 Crore**, conforming the availability of line of credit to meet the above specified working capital requirement. (As per format specified in Tender)

All documents furnished by the bidders in compliance of Financial Criteria of BEC shall be submitted with “Details of financial capability of bidder” in

prescribed format duly signed and stamped by a chartered accountant. Further copy of audited annual financial statements submitted in bid shall be duly certified/attested by notary public with legible stamp.

All documents furnished by the bidders in compliance of Technical BEC shall necessary be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

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

3.3 Bids would be evaluated on techno-commercially accepted overall lowest Quoted bid basis

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.

4) EARNEST MONEY DEPOSIT / BID SECURITY:

Rs. 1, 20,000.00 (Rupees One Lakh Twenty Thousand Only). For details refer point no. 6 of General Condition of Contract -SECTION IV of tender.

In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall be treated as non-responsive & shall be rejected.

- However, PSUs & SSI are exempted from payment of EMD.

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

- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids will not be considered/opened.
- The format of Bank Guarantee for earnest money should be as per 'Format-4' of Instruction to bidders –SECTION IIB.

5) PRE-BID MEETING:

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the **Format 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 Pre-bid date happens to be a Holiday/Sunday, the next working day will be considered for pre-bid meeting.

6) PERIOD OF CONTRACT:

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

7) VALIDITY PERIOD OF OFFER:

REFER SPECIAL CONDITION OF CONTRACT (Part-B) of tender document.

8) GENERAL :

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

9) TERMS OF PAYMENT:

Please refer Special Condition of Contract of SECTION-III.

10) PRICE REDUCTION SCHEDULE: As per GCC Clause-27.

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) JURISDICTION OF COURT:

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

13) ARBITRATION:

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

14) FORCE MAJEURE:

Shall mean and be limited to the following:

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

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the

SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

15) 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. (Not applicable in this tender)
2. If the item is entitled for availment of input tax credit on VAT under Assam Value Added Act 2003, the bid shall be evaluated after considering the effect of ITC on VAT. In case bidders quote as inclusive of VAT, same shall not be considered during evaluation of bid.
3. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
4. In case the applicable amount towards VAT/Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.

16) 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.
- Service tax shall be considered for evaluation of bids.

17) REJECTION CRITERIA:

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

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

18) ORDER OF PRECEDENCE:

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

- i. RFQ Covering Letter
- ii. SOR
- iii. Instruction to Bidders
- iv. Special conditions of contracts
- v. General conditions of contracts

- 19) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 “Acknowledgement Cum Consent Letter” attached in the tender along with 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)**

BHASKAR BARMAN

Senior Officer (Contracts and Procurement)

Brahmaputra Cracker and Polymer Limited

(A Government of India Enterprise)

Lepetkata, Assam

Ph no-0373 – 2914609/635/636

[Email-bhaskar.barman@bcplindia.co.in](mailto:bhaskar.barman@bcplindia.co.in)

FORMAT-A**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm/:
Chartered Accountant
Date:

[Signature of Authorized Signatory]

Name:
Designation:
Seal:
Membership no:

INSTRUCTIONS:

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

SECTION IB
CUT-OUT SLIP

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document No.: BCPL/DIB/C&P/SER/20150254/BB

ITEM: BID DOCUMENT FOR HIRING OF PHOTOCOPY MACHINES ON MONTHLY RENT BASIS AT VARIOUS LOCATIONS OF BCPL, LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF TWO YEARS.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 12/04/2016

Date and time for opening of bids: 15.00 hrs (IST) on 12/04/2016

From:

To:

	CONTRACT AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609/635/636
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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From:

to:

	CONTRACT AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609/635/636
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

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From:

To:

	CONTRACT AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-291463609/635/636
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(To be pasted on the outer envelope containing envelopes Part –I, Part-II)

Section-IIA

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS**Table of Contents**

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 - 40. Contract Performance Security
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 - 42. Misc.
 - 43. Errant Bidder
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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

Please refer clause 3.0 of NIT.

4. One Bid per bidder

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

5. Cost of Bidding

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

6. Site Visit

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

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

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

7. Service Tax

Service Tax is payable extra on submission of proper cenvatable invoice as per Service Tax Rules. Present Rate of applicable Service Tax is 14.5%.Service tax will be considered for evaluation towards arriving at L1 bidder.

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. Notice Inviting Tender (NIT)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

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

bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

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

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

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

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

vi) Copies of documents as required in F-3

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

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

ix) Bid security in accordance with Clause no 5 of NIT& Clause 12 of ITB to be furnished either in the form of Banker's cheque / Bank Draft payable to BCPL at Lepetkata / Bank Guarantee as per format F-4/ Letter of Credit as per format.

x) F 10, Declaration.

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

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

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

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

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

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

xvii) Organization details:

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

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

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

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

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

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

Part-II price Bid

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

13. Bid Prices

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

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

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

13.4 All duties and taxes 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. Service tax has to be quoted separately as per Format.

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

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

13.7 Alternative bids shall not be considered.

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

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

14. Bid Currencies

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

15. Bid Validity

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

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

16. Bid Security

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

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

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

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 correlation 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

Refer Clause No. 5 of NIT --**SECTION IA** of tender document.

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

- 19.2.5 Schedule of Rates.
- 19.2.6 Completion Schedule/Contract period.
- 19.2.7 Period of Validity of bid.
- 19.2.8 Price Reduction Schedule/ Compensation for Delay/ Demurrages/Penalty
- 19.2.9 Performance bank Guarantee.
- 19.2.10 Arbitration / Resolution of Dispute
- 19.2.11 Force Majeure
- 19.2.12 Guarantee of Work
- 19.2.13 Applicable Laws
- 19.2.14 Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid
- 19.3 In case Bidder stipulate deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidders to make good such deficiency

20. E-Payment

All payment would be made by BCPL including refund of EMD submitted in the form of DD. Accordingly, e-payment format for RTGS format needs to be submitted by bidder.

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

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

Part II - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

23.2 BCPL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for submission of bids, in which case all rights and obligations of BCPL and the bidders, previously subject to the original deadline will thereafter be subject to the

deadline as extended. Any bid received by BCPL after the deadline for submission of bids prescribed on main body of NIT will not be considered and returned unopened to the bidder. The bidder may modify or withdraw his bid after the bid submission but before the due date, for submission, provided that written notice of the modification/withdrawal is received by BCPL prior to the deadline for submission of bids. The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

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

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

26.2.3 Bids shall be evaluated on overall basis including all taxes and duties and service tax.

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

(c) meets the Bid Evaluation Criteria;

(d) has been properly signed;

(e) is accompanied by the required securities;

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

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

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

A material deviation or reservation is one

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

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

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

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

30. Correction of Errors

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

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

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

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

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

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

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

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

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

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

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

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

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

40. Contract Performance Security:

40.1 Within 30 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 33 of Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

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

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

41. CORRUPT/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.

A.2 "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.

A.3 "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/BCPL 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/BCPL 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/BCPL 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 C&P Department when

(i)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.2.4The 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 funds 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 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 Chemical and Fertilizer 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 date of receipt of banning order.

F.2 Appellate Authority (Appellate Authority shall mean committee consisting of Director Finance and Managing Director of BCPL) 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.

42 Misc:

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

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

43. Errant Bidder

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

44. 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) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) 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 L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 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 of non-availability of MSEs owned by SC/ST entrepreneurs.
- iv) In case tendered item is non-splittable or non-dividable, MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price.
- v) The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
 - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.

- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- vi) In case bidder is a Micro or Small Enterprise under the 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.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) 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.
- viii) 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.
- ix) In accordance with the provisions of the said Policy, HOD (C&P) shall be the Nodal Officer for implementation of the Policy and for redressing grievances as notified vide Gazette of India No. 502 dated 26.03.2012.
- x) If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission
- xi) Implementation of above provision is at the discretion of BCPL.

SECTION-IIB

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

- 1-1 Bidder Name: _____
- 1-2 Number of Years in Operation: _____
- 1-3 Address of Registered Office: _____
- City _____ District _____
- State _____ PIN/ZIP _____
- 1-4 Operation Address
 if different from above: _____
- City _____ District _____
- State _____ PIN/ZIP _____
- 1-5 Address where order
 Is to be placed/ issued: _____
- City _____ District _____
- State _____ PIN/ZIP _____
- 1-6 Telephone Number: _____
- (Country Code) (Area Code)(Telephone Number)
- 1-7 E-mail address: _____
- 1-8 Website: _____
- 1-9 Fax Number: _____
- 1-10 ISO Certification, if any {If yes, please furnish details}
- 1-11 Bid Currency _____
- 1-12 Place of dispatch _____
- 1-13 Whether Supplier / Manufacturer
 Dealer/Trader/Contractor _____

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-19 Excise Registration number : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or not : _____

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

To,
Dy. General Manager(C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +913732914611

Dear Sir,

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

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

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

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

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for 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.

SEAL AND SIGNATURE
DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:	Yours faithfully,
Date:	(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.
“Admin Building”,
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

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

Place:
Date:

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

BIDDER'S QUERIES FOR PREBID MEETING

To,
 Dy. General Manager(C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam (India)
 Phone: +91373291461

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER: _____

PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone no's of Client & Name of Officer-in-Charge	Description of the Work	Date of Commencement of Work	Scheduled Compo. Period	%Age Completion as on Date	Expected Date of Completion	Remarks

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

SEAL AND SIGNATURE OF BIDDER

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

To:
Brahmaputra Cracker & Polymer Ltd.
“Admin 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. Lepatkata,
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,

**SENIOR OFFICER (C&P)
BRAHMAPUTRA CRACKER & POLYMER LTD.
“ADMIN BUILDING”, P.O.LEPETKATA
DIBRUGARH, ASSAM, PIN – 786006
FAX: 0373 – 2914636**

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.

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

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

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

on behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(NAME OF THE CONTRACTOR)

Date: _____

Place: _____

Date: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

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.

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

		applicable laws, etc.	
16		Confirmed that all terms and conditions of the tender are acceptable in totality	
17		Bidder's name and address	
18		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
19		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
20		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
21		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	Iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
22		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Format-A	
23		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
24		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
25		SOR has been signed & filled up as quoted exactly in the same format of NIT	
26	a	All items of SOR has been quoted	
	b	Service tax would be payable only after submission of proper cenvatable Invoice. Pl. confirm	
27		Confirmation of compliance for Period of Contract	
28		Confirm submission of Security Deposit @7.5% of Annualized Contract Value	

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

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

ANNEXURE-I

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

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

CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)

SUB:

1. We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” („MSMED”) are applicable to us and our organization falls under the definition of:

- | | | | |
|----|--------------------------|---|--------|
| a. | Micro Enterprise | - | [] |
| b. | Small Enterprise | - | [] |
| c. | Medium Enterprise | - | [] |

(Please put a tick in the appropriate box)

2. Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

Place:

Date:

NOTE-

In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in Offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act

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

(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dibrugarh-786006

Dear Sir,

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

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

....."name of job/supply) ,
M/s.....(Name of the Bank with address) confirms availability of line of credit to

M/s.....(Name of the bidder) for at least an amount of
Rs.....Lakh.

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

Yours truly

For.....

(Authorized signatory)

Name of the signatory :

Designation :

**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: _____

Encl: Cancelled Cheque

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

SECTION III

SPECIAL CONDITIONS OF CONTRACT **[SCC]**

SPECIAL CONDITIONS OF THE CONTRACT

PART-A

NAME OF WORK: HIRING OF PHOTOCOPY MACHINES ON MONTHLY RENT BASIS AT VARIOUS LOCATIONS OF BCPL, LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF TWO YEARS.

TENDER NO: BCPL/DIB/C&P/SER/20150254/BB

1.0 GENERAL:

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

2.0 LOCATION:

BCPL, Lepetkata, Lakwa & Duliajan.

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

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

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

5.0 TERMS OF PAYMENT:

As per SCC Part-B

6.0 EARNEST MONEY:

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

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

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

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

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

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

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

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

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

9.0 SECURITY DEPOSIT:

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

10.0 TECHNICAL SPECIFICATION: NOT APPLICABLE

11.0 MEASUREMENT OF WORK:

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

11.2 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.

12.0 DEFECT LIABILITY PERIOD:

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

13.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

14.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

15.0 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.

16.0 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.

17.0 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.

18.00 SCHEDULE OF RATES:

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

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

19.00 TERMINATION OF CONTRACT:

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

20.00 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 15 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of ` 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Deputy General Manager (C&P), BCPL, DIBRUGARH, ASSAM.

21.00 SUPERVISION OF WORK:

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

22.00 CLEARANCE OF SITE:

22.1 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.

22.2 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.

22.3 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.

23. ADHERENCE TO SAFETY REGULATIONS:

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

24.00 NUISANCE:

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

25.00 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.

26.00 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.

27.0 DEFENCE OF SUITS:

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

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

- a. The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- b. The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.

28.1 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. The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.

28.2 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.

- 28.3 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.
- 28.4 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.
- 28.5 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.
- 28.6 All personnel deployed by the contractor should be on the rolls of the contractor.
- 28.7 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.
- 28.8 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.
- 28.9 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.
- 28.10 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.
- 28.11 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.
- 28.12 All existing and amended safety / fire rules of BCPL are to be followed within the BCPL plant or service center.
- 28.13 Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 28.14 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.
- 28.15 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.

- 28.16 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 28.17 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.
- 28.18 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 28.19 All types of transport connected with the work shall be in the scope of the contractor.
- 28.20 Suitable site office space may be provided by, BCPL if required and available.
- 28.21 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 28.22 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.
- 28.23 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 28.24 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.
- 28.25 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.

29 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.

30 ARBITRATION CLAUSE:

- 30.1 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.

- 30.2 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.
- 30.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.
- 30.4 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.
- 30.5 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.
- 30.6 The venue of arbitration shall be Guwahati.
- 30.7 The award of the Arbitrator shall be final and binding on both the parties.
- 30.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

31 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.

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

- 32.1 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.
- 32.2 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.

32.3 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.

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

33 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

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

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

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

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

34.0 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.

35.00 AFFIDAVIT:

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

36.0 PF REGISTRATION (if applicable):

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

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

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

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

39.2 Violation as above resulting in:

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

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

40.0 PRICE REDUCTION SCHEDULE:AS PER GCC CLAUSE NO-27

**ANNUAL MAINTENANCE CONTRACT FOR HIRING OF PHOTOCOPIER SERVICES
AT BCPL SITE, LEPETKATA, GDU DULIAJAN, DIBRUGARH & C2+RECOVERY
UNIT, LAKWA, SIVASAGAR FOR A PERIOD OF TWO YEARS.**

SPECIAL CONDITIONS OF THE CONTRACT (Part A-1)

1. GENERAL INFORMATION

- 1.1 The "Special Conditions of Contract [SCC]" shall be read in conjunction with the "General Conditions of Contract [GCC]", "Schedule of Rates [SOR]", "Scope of Work & Technical Specifications" and any other document forming part of the Contract, wherever the context so requires. Notwithstanding, the subdivisions of the Tender Documents into separate sections, each part shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.2 Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail. In case of any contradiction(s), the decision of the "Engineer-in-Charge [EIC]" will be final and binding on the Contractor.
- 1.3 Wherever it is mentioned in the specifications that the Contractor shall perform certain Works / Services or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of the Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The service, materials, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes, instructions and specifications, these additional requirements shall also be satisfied.
- 1.5 Non-familiarity with the 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 DEFINITIONS:

- 2.1 The "CONTRACT" means the documents forming tender papers, the offer, the acceptance thereof and formal agreement executed between BCPL & the Contractor(s) together with the connected documents shall be deemed to form contract and shall be complementary to one another.
- 2.2 "BCPL" shall mean Brahmaputra Cracker and Polymer Ltd. having its Registered Office at Hotel Brahmaputra Ashok, M.G. Road, Guwahati-781001 and Project Office at Administrative Building, Lepetkata-786006, shall include its successors, heirs, assigns and representatives.
- 2.3 The "CONTRACTOR(s)" shall mean the individual(s) or the Firm or Company or partnership concern undertaking this contract and shall include its legal representatives, successors, heirs, assigns and representatives. "MONTH" means a calendar month irrespective of number of days, however for part of the month, it will be reckoned of 30 (thirty) days.

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

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

3 SITE-INFORMATION/SITE-VISIT

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

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

4 DURATION/PERIOD OF CONTRACT

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

5 MOBILIZATION:

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

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

6. VALIDITY OF QUOTED RATES/PRICES

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

7. CONTRACT VALUE

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

8 SCHEDULES OF RATES [SOR]

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

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

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

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

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

9 TAXES AND DUTIES

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

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

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

10 TERMS OF PAYMENT

10.1 Contractor shall submit monthly bills along with the completed work-details in prescribed format [in duplicate] to "EIC".

10.2 Payment shall be released through 'e-banking/cheque' by "In-charge [F&A] -BCPL, within fifteen [15] days of submission of Bills duly verified and certified by "EIC". Payment shall be released thru e-banking/Cheque in any of the nationalized banks only. Contractor while submitting their bid should advise their account in any branch of bank that has the e-banking facility. Further BCPL will release payment by way of NEFT/RTGS mode also.

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

11 RESPONSIBILITIES OF THE CONTRACTOR

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

11.2 It shall be the sole responsibility of the contractor to clean the all locations mentioned in SCOPE OF WORK including clean & tidy.

11.3 The Contractor shall submit a list of his proposed manpower after award of Contract along with details of qualifications, experience & residential address. It shall be the responsibility of Contractor to provide police verification documents of his proposed workers to the "EIC" before their deployment under this Contract. BCPL reserves the right to verify the antecedents of any worker and reject any of the Contractor's workers. BCPL shall be at liberty not to allow entry into its premises to any of the employees whose activities appear to be prejudicial to the safety, security or other interest of BCPL.

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

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

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

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

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

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

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

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

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

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

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

11.13 The Contractor is requested to maintain logbook with them. "EIC" will make periodical comment on this record regarding service and availability of cleaning material.

11.14The Contractor must ensure that his workmen should wear uniforms regularly, while on duty.

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

11.16The Contractor shall not employ any person below "eighteen [18] years" of age.

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

11.18 The Contractor would also have to give one [01] month's notice in writing for termination of the Contract. Unless extended at least 'one [01] month' before the expiry of the Contract, through a formal communication, the Contract shall automatically stand terminated on expiry of 'two [02] years' of the Contract. The Contractor shall submit an inventory list of all the items present along-with the monthly bill. The Contractor shall in such an eventuality handover vacant possession of the premises, fixtures, fittings and all other items and equipment, etc. on the last day of the Contract.

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

12. GATE/ENTRY PASS OR AUTHORISATION :

Entry to the officers is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t. police verification as per instruction of Security Department from time to time. Similarly entry for material/equipment's/tools/tackles etc. is restricted & subject to entry authorization by security department.

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

The contractor has to pay following wage components to the persons engaged by him in BCPL:

S. N.	Wage components	Rates
1	Minimum wage	Minimum wages as notified from time to time by the Central Government or State Government, whichever is higher.
2	Provident Fund contribution	13.61% of minimum wages

	including Employee Deposit Linked Insurance (EDLI) & Administrative charges	
3	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923	4.75% of minimum wage in case ESI is applicable. Where ESI is not applicable, the cost of insurance coverage obtained under Employee's Compensation Act, 1923 up to Rs. 10.86 lacs per contract worker will be reimbursed to the contractor by BCPL on submission of copy of insurance policy.
4	Bonus	8.33% of wage (To be paid to the contract workers during festival time by the contractor and seek reimbursement on submission of proof of payment of bonus)
5	Death Gratuity	Death gratuity is cases of death or permanent disablement during the currency of the contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disablement of gratuity to the family members of the deceased contract employee. Nomination form as prescribed Under payment of Wages Act must be kept on record and should be considered for extending benefit.
6	Leave wages as per Factories Act /Rules or Shops & Establishment Act of respective State	8.33% of minimum wage will be paid in case contract worker does not avail earn leave. Compliance to be done in terms of the statutory provisions and same be reflected in Attendance register and Leave records by the contractor
7	Overtime for working extra work/Compensatory off (provision for over time should be made in the contract value as per requirement)	Overtime as applicable under Factories Act, 1948 or shops & Establishment Acts of respective State. Disbursement should be maintained in Overtime register prescribed in CL(R&A) Act, 1970.
8	Cost of safety kit & liveries in terms of safety provisions under Factories Act, 1948 (for workers working in factories only)	Contractor has to distribute safety kit and liveries (2 pairs of shirts, trousers, shocks and one pair of safety shoes per year as per safety norms of BCPL). The cost will be reimbursed on submission of proof of purchase & distribution.
9	Maternity benefit to women contract worker under Maternity benefit Act, 1961 where ESI Act, 1948 is not applicable	In case women contract worker who has worked at least 80 days, proceeds on maternity leave, she may continue to be paid wages as mentioned above for 12/16/18 weeks as the case may be in terms of Maternity Benefit Act, 1961. For miscarriage women worker will be entitled for wages for 6 weeks. In case replacement is taken in her place, necessary provision may be made in the contract value. In case ESI Act is applicable in the area, such women worker will claim maternity bonus from ESIC.

A. 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 1995as applicable.

B. The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act, 1948as applicable.

- C. The contractors shall submit the Electronic Challans cum Returns (ECR) along with blank receipts/bank statement on monthly basis for the proof of depositing of PF contribution with Provident Fund Authorities and ESI contribution with ESI Authorities.
- D. 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 as applicable.
- E. 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, Employee's State Insurance Act 1948 and other relevant acts, rules and regulations enforced from time to time.
- F. 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 Executive-In-charge. After disbursement of wages the authorized representative and Executive-In-charge have to certify the payment of wages to the contract workers and sign the e-banking wage sheet/bank statement jointly.
- G. The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- H. 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.
- I. All personnel deployed by the contractor should be on the rolls of the contractor.
- J. The contractor shall engage supervisor's who 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.
- K. 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 strictly adhere to the guidelines/instructions issued from time to time.
- L. 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 from Security Dept. through Executive-in-charge for his employees.
- M. 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 center/state/local statutory authorities.

- N. All existing and to be amended from time to time the safety/fire rules of BCPL are to be strictly adhered to.
- O. 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.
- P. 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 all such liabilities.
- Q. 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.
- R. 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 MBBS (RMP) doctor before engagement.
- S. 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, BCPL will terminate the contract immediately and may refer the case to police.
- T. The contractor hereby agrees to indemnify BCPL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority/ statutory authorities against BCPL.
- U. The following documents shall be submitted by the contractor to the Executive-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 for engaging 20 or more contract workers.
 - 2. Copy of Labor License before commencement of work if 20 or more contract workers are engaged.
 - 3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
 - 4. Copies of Appointment letters to the persons to be engaged in BCPL by the contractor.
 - 5. Copies of Employment/Identity Card issued by the contractor for the persons to be engaged by BCPL.

6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
7. Copy of FORM 5 submitted by the contractor to regional Provident Fund Commissioner in respect of contract workers who are eligible to become members of the fund for the first time along with copies of declaration in FORM 2 furnished by such contract workers.
8. Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract workers engaged by him.
9. Copy of Employee State Insurance registration certificate issued by concerned ESIC. (wherever applicable)
10. Copies of return in FORM 3 submitted by the contractor to the ESIC with respect to declaration by contract workers for enrolment with ESIC.
11. Copies of ESI Identity/smart card of persons to be engaged in BCPL.
12. In case ESI is not applicable, copy of insurance coverage/policy along with details of contract workers and sum assured in terms of Employees Compensation Act, 1923 and copy of renewal of policy from time to time.

b) At the time of submission of monthly bills:

1. Monthly bill duly certified by the contractor or his authorized representative.
2. Copy of wage register duly certified by the contractor or his authorized representative and EIC of BCPL.
3. Copy of e-banking wage sheet/bank statement duly stamped by designated bank and duly certified by the contractor or his authorized representative and BCPL EIC.
4. Copy of e-banking wage sheet duly certified by authorized representative(s) of the contractor and BCPL certifying as Certified that the amount shown in the appropriate column has been paid to the workmen concerned through e-banking on (date) at (place)
5. Copy of Electronic Challan cum return (ECR) and bank remittance slip for the proof of deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No duly stamped by designated bank.
6. Copy of Electronic Challan cum return (ECR) and bank remittance slip for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. for the previous month duly stamped by designated bank.

AA Registers/document 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 e.g. :As applicable.
 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 Overtime 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 e.g. :
1. Register of employees in FORM-6
 2. Accident Book in FORM-11
- c) Provident Fund & Misc. Provisions Act, 1952
1. Monthly return in FORM 5 for employees qualifying for membership of the PF fund.
 2. Contribution card in FORM 4
 3. Return of contribution card sent to the Commissioner on expiry of the financial Year in FORM 6.
 4. Consolidated annual contribution statement in FORM 6. Copy of same should also be given to the individual contract worker and EIC every year.

BB. At the time of closure of contract:

The contractor has to obtain NO Objection Certificate (NOC) from HR department and submit Indemnity Bond of Rs. 100/- duly notarized indemnifying BCPL from all liabilities w.r.t. the persons by the contractor regarding payment of wages, Provident Fund /ESI contributions, Insurance and other payments in Performa Indemnity Bond.

14. SUPERVISION OF WORK

The Contractor shall keep supervisor(s) to control, supervise and give directions to the Contractor's personnel for carrying out the contractual obligations. These supervisors should obtain instructions from "EIC", time to time.

15. OPERATIONAL TIMINGS

15.1 Contactor must ensure to observe the following timings for housekeeping jobs: 08:30 hrs. to 17:00 hrs., daily on all "six [06] working days".

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

16. EXECUTIVE-IN-CHARGE [EIC]

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

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

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

17 ADHERENCES TO SAFETY & SECURITY REGULATIONS

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

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

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

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

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

18 LODGING, BOARDING & TRANSPORTATION

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

19. IDENTITY CARDS

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

20. ANTECEDENT AND CHARACTER VERIFICATION

The contractor must submit antecedent and character verification certificate before engaging any housekeeping personnel. If contractor has been failed to do so then penalty of Rs. 200/- per day will be charged against the person who has been placed without the above verification. BCPL reserves the right to verify the antecedents of any worker and reject any of the Contractor's employees. BCPL shall be at liberty not to allow entry into its premises to any of the employees whose activities appear to be prejudicial to the safety, security or other interest of BCPL.

21. HEALTH CHECKUP

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

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

22. JURISDICTION

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

23. TERMINATION OF CONTRACT

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

SPECIAL CONDITIONS OF THE CONTRACT (PART-B)

DESCRIPTION: HIRING OF PHOTOCOPIER SERVICES AT BCPL Site, Lepetkata, C2+ Recovery Unit, Lakwa, Sivasagar and GDU, Duliajan, Dibrugarh.

1. Annual Rate Contract (ARC) for providing photo copy services would be compressive i.e. including the charges of photocopiers with operators, spares and consumables for photocopier (including good quality Xerox paper of J.K. / Century Bond paper not less than 70 (GSM) for smooth operation etc.
2. BCPL reserves the right to reject any or all offers at its sole discretion without assigning any reason.
3. The offer should be valid for minimum 180 days from bid due date.
4. The duration of contract shall be for a period of two years and can be extended for a further period of six months on the same rate, terms and conditions at the discretion of BCPL. It can be terminated at any time by giving one month notice to the contractor in writing without mentioning any reason thereof. Monthly payment shall be made at the end of each month after providing satisfactory services duly certified by Executive -In-charge (EIC). Applicable Taxes as per rules shall be deducted from each bill of the contractor.
5. The contractor has to maintain sufficient number of photocopier machines as per requirement. However, at any moment of time he has to maintain at least two machines in running condition. All repairs of the photocopiers shall be carried out then and there failing which a penalty for down time of machine @ Rs. 500/-per day per machines will be levied upon the contractor.
6. The monthly bills should be submitted in triplicate along with details of total photocopying job done, which will be maintained by the contractor. The details shall be certified by the EIC.
7. Contractor shall install the photocopier machine and depute photocopier operator at the all the locations selected by BCPL at the risk and cost of Contractor. In case one or more photocopier are required, the contractor should provide the same on the same rate and terms of eth contract. BCPL shall not be responsible for any kind of loss of Photocopier Machine or mis-happening with the operator or equipment at any stage.
8. Contractor shall visit BCPL at least twice a month or as and when called to discuss the problems, if any, and its immediate rectification.
9. The contractor shall be responsible for the safe, secure and confidentiality of the document. He will take only required number of copies and deliver the same to BCPL. He shall immediately destroy the damaged copies in such a manner that it can be made of no use. He shall indemnify BCPL against loss of any document, disclosure of confidentiality of official documents etc.
10. The contractor shall undertake to indemnify BCPL against all actions, suits, proceedings, claims, losses, damages etc. which may arise under Minimum Wages Act, Payment of Wages Act, Personal Injuries, Workman Compensation Act, Shops and Establishment Act, Employees PF Act, Motor Vehicle Act and any other act or statutes not specifically mentioned herein above but having any direct or indirect bearing on the persons engaged under this contract.

Specifications : For providing Xerox services with operator the photocopier machine should not be older than 2015 Model of kayocera, Xerox, Cannon or any other reputed brand of MINIMUM 21 PPM specification.

Confidentiality Clause : No extra copy shall be done. Wastage should be destroyed immediately and should not go to unauthorized hands. The Contractor shall strictly maintain the confidentiality of documents of the Company.

LD Clause : If the Contractor fails to provide satisfactory services as per the SCC above and as per the instructions of EIC, then BCPL shall have the right to recover from the contractor the LD / compensation as per extant rules of BCPL on monthly billing amount for the entire duration of not providing the photocopier services.

SCOPE OF WORK

HIRING OF PHOTOCOPIER SERVICES AT BCPL SITE, LAPETKATA, GDU DULIAJAN, DIBRUGARH & C2+ RECOVERY UNIT, LAKWA FOR A PERIOD OF TWO YEARS.

<u>SL NO</u>	<u>PARTICULAR</u>	<u>APPROX. QUANTITY</u>	<u>LOCATION</u>
1	XEROX - A4 SIZE(SINGLE SIDE)	<u>400</u> COPIES	BCPL, LEPETKATA, GDU DULIAJAN- DIBRUGARH & C2+ RECOVERY UNIT, LAKWA, SIVASAGAR (TOTAL 14 NOS OF MACHINE)
2	XEROX - A4 SIZE (BOTH SIDE)	50 COPIES	
3	XEROX - A3 SIZE (SINGLE SIDE)	<u>05</u> COPIES	
4	XEROX - FULL SCAPE	<u>10</u> COPIES	

- BRAND NEW MACHINE (KONIKA MINOLTA BIZHUB 215 SHALL BE PROVIDED BY THE VENDOR, **MINIMUM 21 PPM OR ABOVE.**
- PAPER WILL BE PROVIDED BY THE VENDOR.
- ALL TONER, CONSUMABLES & MACHINE PARTS, PERIODICAL MAINTENANCE WILL BE THE RESPONSIBILITY OF THE VENDOR.
- **ALL MACHINE SPARE PARTS WILL BE REPLACED / REPAIRED BY VENDOR. INDIVIDUAL MACHINES WILL BE OPERATED BY INDIVIDUAL MACHINE OPERATOR WHICH SHALL BE PROVIDED BY CONTRACTOR.**

SECTION IV

GENERAL CONDITIONS OF CONTRACT

CONSENT LETTER ON GENERAL CONDITIONS OF CONTRACTS

Tender No: BCPL/DIB/C&P/SER/20150264/BB

Dated: 29.03.2016

Dear Sir,

In reference to the Tender number BCPL/DIB/C&P/20150254/BB , Dated 29.03.2016, I/we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I/ we have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

GCC-Contract : http://www.bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf

Thanking you,

(Sign of the authorized signatory with the Company/ Firm seal)

Name:

Designation:

Company Seal:

SECTION V

SCHEDULE OF RATES

(ATTACHED SEPARATELY)