



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

[A Government of India Enterprises]

**BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150129/BB**

**Date: 17.06.2015**

**To,**

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**BID DOCUMENT FOR CONTRACT FOR HOUSEKEEPING, MAINTENANCE OF UNITS & OFFSITE AREAS OF BCPL, LEPETKATA FOR A PERIOD OF 12 MONTHS AND EXTENADABLE FOR A FURTHER PERIOD OF 03(THREE) MONTHS OR PART THEREOF.**

**LIMITED DOMESTIC COMPETITIVE BIDDING**

Contact Person:

B J Barman

SO(C&P)

0373-2914609/635/

Email-bhaskar.barman@bcplindia.co.in

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

**Project Site Office:** Main Fire Station 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:** 3<sup>rd</sup>Floor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax), CIN : U11101AS2007GOI008290

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## **REQUEST FOR QUOTATION (RFQ)**

**(TENDER NO) BCPL/DIB/C&P/SER/20150129/BB**

**Sealed Bid under Two stage system is invited for the following works for Brahmaputra Cracker and Polymer Limited, Lepetkata, Dibrugarh, Assam**

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for bid document for contract for housekeeping, maintenance of units & offsite areas of BCPL, Lepetkata for a period of 12 months and extendable for a further period of 03(three) months or part thereof 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.:                                              | <b>BCPL/DIB/C&amp;P/SER/20150129/BB</b>                                                                                                                                                                                                                                                                                                                                         |
| 1.2.3 | Bid documents available on Website & BCPL office               | From <b>17.00hrs</b> on <b>17/06/2015</b> on <a href="http://www.bcplonline.co.in">www.bcplonline.co.in</a> and <a href="http://www.gailtenders.in">www.gailtenders.in</a> & CPP portal<br>Corrigendum(s)/Amendment(s) and record notes of pre-bid , if any, shall be available on the referred websites only and the bidders shall be responsible to check websites regularly. |
| 1.2.3 | BIDDING DOCUMENT ON SALE                                       | <b>Not Applicable.</b>                                                                                                                                                                                                                                                                                                                                                          |
| 1.2.4 | Pre-Bid Meeting                                                | <b>22.06.2015 on 15.00 hrs (IST).</b> Bidders are requested to attend the pre-bid meeting and scope of work can be addressed during meeting.                                                                                                                                                                                                                                    |
| 1.2.5 | Last date and time for Submission of bid                       | <b>30.06.2015 up to 14-30 hrs (IST)</b>                                                                                                                                                                                                                                                                                                                                         |
| 1.2.6 | Date and time for opening of un –priced bid at BCPL, Lepetkata | <b>30.06.2015 on 15-00 hrs</b> (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                                     | CONTRACT AND PROCUREMENT<br>BRAHMAPUTRA CRACKER & POLYMER LIMITED,<br>ADMINISTRATIVE BUILDING, C&P DEPARTMENT<br>P.O. – BARBARUAH<br>LEPETKATA, DIBRUGARH-786006, ASSAM                                                                                                                                                                                                         |

|        |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.8  | Earnest Money Deposit / Bid Security (Refundable) | Rs 1,30,000/- (One Lakh Thirty Thousand Only)                                                                                                                                                                                                                                                                                                                                                                                     |
| 1.2.10 | Tender Fees (non-refundable)                      | Not Applicable.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1.2.11 | Security Deposit                                  | Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of awarded contract value to be deposited in the form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance BG .There is no exemption of Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments. |
| 1.2.12 | Venue for Opening of Un-priced bids               | CONTRACT & PROCUREMENT.<br>BRAHMAPUTRA CRACKER & POLYMER LIMITED,<br>ADMIN. BUILDING, C&P DEPARTMENT<br>P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM                                                                                                                                                                                                                                                                                 |
| 1.2.11 | Contact Person                                    | B J BARMAN<br>E-mail: <a href="mailto:bhaskar.barman@bcplindia.co.in">bhaskar.barman@bcplindia.co.in</a><br>Ph. No. +91-373-2914609/636                                                                                                                                                                                                                                                                                           |

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

**SUBMISSION OF BIDS:**

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

- a) **PART – I : TECHNICAL AND UNPRICED COMMERCIAL PART ALONG WITH EMD.**
- b) **PART – II: PRICE PART**

**PART – I** of the bid shall contain the following:

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

**PART – II** of the bid shall contain the following:

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

**Priced bid of techno-commercially qualified bidder will be opened.**

***Note- Offers in which both priced bids have been sealed in the same envelope will be rejected.***

### **GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-**

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

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

**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.**

### **3.0 BID EVALUATION CRITERIA (BEC):**

#### **3.1 TECHNICAL BEC:**

1) Bidder must have experience of completion/execution of similar Works/service covering Sanitation, Housekeeping, grass/jungle clearance, civil maintenance work in buildings, plants, plant units of any Government Departments/Autonomous Institutions/Universities/Public Sector Undertakings, Local Bodies/Municipalities, MNC or a 3-star hotel for at least preceding 03(three) years (to be reckoned from the due date of un priced bid opening) out of which bidder must have executed at least one such work/service having minimum value of Rs 32.79 Lacs.

2) For similar (as above at 3.1 , 1) service/works contracts which are still running, if the actual executed value is equal to or more than the value

indicated above as on un-priced bid opening date, the same shall also be considered as meeting the single order value criteria.

3) Bidder must submit following documents in support of meeting the experience criteria during the preceding 03 years (to be reckoned from the date of un-priced bid opening) as detailed above

- i) Copies of Work Order /Service orders issued by client.
- ii) Completion/Execution Certificate in respect of work/service order mentioned above.

**The completion certificate /Client Certificate must clearly indicate the following**

- a) Full address of Client, officer issuing certificate.
- b) Should have details like Work Order No./ date/Brief scope of work, ordered & executed value of the job , completion date etc.

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

**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.**

### **3.2 FINANCIAL BEC:**

1) The annual turnover of the bidder should be minimum Rs 32.79 Lacs in any of the preceding three financial years (FY 2012-13, 2013-14 & 2014-15). (In case the audited financial results of 2014-15 are not available, the bidders have an option to submit the audited financial results of FY 2011-12, 2012-13 & 2013-14).

2) The Financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2014-15. (In case the audited financial result of 2014-15 is not available, the audited financial result of FY 2013-14 shall be considered).

3) The bidder should have minimum working capital of Rs 6.5 Lacs as per the last audited financial year i.e. FY 2014-15. In case the audited financial result of 2014-15 is not available, the audited financial result of FY 2013-14 shall be considered).If the bidder's working capital is inadequate, the bidder should supplement this with a letter from bidder's bank confirming the

availability of line of credit for at-least Rs 39.7 Lacs from a Bank having net worth not less than Rs 100 Crore.

**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.**

**3.3** However, Bids of Joint Venture/Consortium not acceptable.

**3.4** 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.

**3.5** Experience acquired by a bidder as a sub-contractor shall not be considered as experience towards meeting BEC criteria.

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

Note to BEC (for strict compliance):

a) Bidders must furnish all relevant documents/information in support of their credentials to the above eligibility criteria along with the offer, failing which their offer shall be summarily rejected.

b) Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reason.

***No further queries will be raised to bidders for submission of documents pertaining to BEC criteria, which have to be submitted during un-priced bid opening.***

### **3.7 BID EVALUATION METHODOLOGY**

The 'total quoted price' in "Schedule of Rates [SOR]" of all the 'Techno-Commercially Acceptable Bidders' shall be evaluated to arrive at the 'Lowest Offer. However, BCPL reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.

In case of tie between bidders, job shall be awarded to the bidder having higher turnover in FY 2014-15. In case the audited financial result of 2014-15 is not available for any of the bidders, the Annual Turnover of FY 2013-14 shall be considered for that bidder for comparison purpose)..

#### **4) EARNEST MONEY DEPOSIT / BID SECURITY:**

**Rs 1, 30,000/** (One Lakh Thirty 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) 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.

#### **6) PRE-BID MEETING:**

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the **Format F7** of **SECTION IIB** of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. If the last date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

#### **7) PERIOD OF CONTRACT**

AS PER CLAUSE-4 OF SPECIAL CONDITION OF CONTRACT-PART-B of **SECTION III** of tender document.

#### **8) VALIDITY PERIOD OF OFFER:**

Refer clause no 15 of Instruction to Bidders (ITB) **SECTION IIA** of tender document.

#### **9) VAT / CST No.:** Please provide VAT/CST no.

#### **10) 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.

#### **11) TERMS OF PAYMENT:**

Please refer Clause No 5 of Special Condition of Contract (Part –A) of SECTION-III.

#### **12)PRICE REDUCTION SCHEDULE: As per GCC Clause no-27**

#### **13)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.

#### **14) 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.

#### **15) 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.

#### **Settlement of commercial disputes between Public Sector Enterprise(s) inter-se and Public Sector Enterprise(s) and Government Department (s) through Permanent Machinery of Arbitration (PMA) in the Department of Public Enterprises**

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of

Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator

**16) 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.

**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) OTHER TERMS AND CONDITIONS RELATED TO SERVICE TAX**

- 18.1 Bidders are requested to quote rates inclusive of all taxes and duties and exclusive of Service tax and education cess thereon. Service tax & education cess (if any) shall paid extra at actual as per prevalent Govt rules and evaluation of bid would be made accordingly.
- 18.2 The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- 18.3 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.
- 18.4 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. Bidder must ensure that cenvatable invoice towards Service tax must be submitted timely.
- 18.5 Bidders are advised to ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.
- 18.6 If CENVAT credit with respect to excise duty or service tax is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse excise duty or service tax charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such service tax or excise duty together with all penalties and interest if any, against any amounts paid or payable by BCPL to bidder.”
- 18.7 In view of the obligations and restrictions prescribed in respect of Service Tax payable under reverse charge, the following provision will be applicable.

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

- 19) Bidders if so desire, may seek in writing the reasons for rejection of their bid, to which BCPL respond quickly**

## 20) ORDER OF PRECEDENCE:

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

- i) RFQ Covering Letter.
- ii) Schedule of Rates (SOR)
- ii) Special conditions of contracts (Part B)
- iii) Special conditions of contracts (Part A)
- i) General conditions of contracts

21) 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)**

**B J BARMAN**

**Sr. Officer(Contracts & Procurement)**

**E-Mail: bhaskar.barman@bcplindia.co.in**

**Ph no: 0373-2914609/635**

**SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES:-**

- **Copy of partnership deed (in case of partnership firm) and power of attorney.**
- **Copy of PAN Card.**
- **Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 35.00 of Special conditions of Contract Part–A.**
- **An undertaking (by the bidders who quotes by down loading the tender from web site) on their letter head stating that “The contents of the Tender Document have not been modified or altered by M/s ..... (Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s ..... (Name of the bidder) shall be liable for rejection”.**

**NOTE:**

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

## 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/  
Signatory]  
Chartered Accountant  
Date:

[Signature of Authorized

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**

(Quotation – Do Not Open)

**Bid Document no.: BCPL/DIB/C&P/SER/20150129/BB**

**ITEM: BID DOCUMENT FOR CONTRACT FOR HOUSEKEEPING, MAINTENANCE OF UNITS & OFFSITE AREAS OF BCPL, LEPETKATA FOR A PERIOD OF 12 MONTHS AND EXTENADABLE FOR A FURTHER PERIOD OF 03(THREE) MONTHS OR PART THEREOF.**

**Due Date & Time of bid submission:** Up-to 14.30 hrs (IST) on 30/06/2015

**Date and time for opening of bids:** 15.00 hrs (IST) on 30/06/2015

**From:**

**to:**

|  |                                                                                                                                                                                                                                                     |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | CONTRACT & PROCUREMENT<br>DEPARTMENT<br>M/S. BRAHMAPUTRA CRACKER &<br>POLYMER LIMITED (BCPL),<br>LEPETKATA<br>ADMINISTRATIVE BUILDING,<br>BCPL-PROJECT SITE, P.O.<br>LEPETKATA<br>DIST: DIBRUGARH, PIN – 786006<br>ASSAM<br>PH NO.:0373-2914609/635 |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

**CUT-OUT SLIP**

(Quotation – Do Not Open)

**Bid Document no.: BCPL/DIB/C&P/SER/20150129/BB**

**ITEM: BID DOCUMENT FOR CONTRACT FOR HOUSEKEEPING, MAINTENANCE OF UNITS & OFFSITE AREAS OF BCPL, LEPETKATA FOR A PERIOD OF 12 MONTHS AND EXTENADABLE FOR A FURTHER PERIOD OF 03(THREE) MONTHS OR PART THEREOF.**

**Due Date & Time of bid submission:** Up-to 14.30 hrs (IST) on 30/06/2015

**Date and time for opening of bids:** 15.00 hrs (IST) on 30/06/2015

**From:**

**to:**

|  |                                                                                                                                                                                                                                                    |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | CONTRACT & PROCUREMENT<br>DEPARTMENT<br>M/S. BRAHMAPUTRA CRACKER &<br>POLYMER LIMITED (BCPL),<br>LEPETKATA<br>ADMINSTRATIVE BUILDING,<br>BCPL-PROJECT SITE, P.O.<br>LEPETKATA<br>DIST: DIBRUGARH, PIN – 786006<br>ASSAM<br>PH NO.:0373-2914609/635 |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(To be pasted on the outer envelope containing Un-priced bid)

**CUT-OUT SLIP**

(Quotation – Do Not Open)

**Bid Document no.: BCPL/DIB/C&P/SER/20150129/BB**

**ITEM: BID DOCUMENT FOR CONTRACT FOR HOUSEKEEPING, MAINTENANCE OF UNITS & OFFSITE AREAS OF BCPL, LEPETKATA FOR A PERIOD OF 12 MONTHS AND EXTENADABLE FOR A FURTHER PERIOD OF 03(THREE) MONTHS OR PART THEREOF.**

**Due Date & Time of bid submission:** Up-to 14.30 hrs (IST) on 30/06/2015

**Date and time for opening of bids:** 15.00 hrs (IST) on 30/06/2015

**From:**

**to:**

|  |                                                                                                                                                                                                                                                     |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | CONTRACT & PROCUREMENT<br>DEPARTMENT<br>M/S. BRAHMAPUTRA CRACKER &<br>POLYMER LIMITED (BCPL),<br>LEPETKATA<br>ADMINISTRATIVE BUILDING,<br>BCPL-PROJECT SITE, P.O.<br>LEPETKATA<br>DIST: DIBRUGARH, PIN – 786006<br>ASSAM<br>PH NO.:0373-2914609/635 |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(To be pasted on the outer envelope containing Priced bid)

## **CHECK LIST FOR SUBMISSION OF DOCUMENTS**

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

**Please tick the box and ensure compliance:**

| SL. NO. | DETAILS OF DOCUMENTS                                                                                                                             | BIDDER'S CONFIRMATION    |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 01.     | EMD OF REQUISITE AMOUNT IS SUBMITTED IN THE FORM OF DD/BG FROM ANY SCHEDULED BANK AS MENTIONED IN RFQ.                                           | DD REF NO-               |
| 02.     | SUBMISSION OF DOCUMENTS AS PER EXHIBIT 'A' DULY FILLED & SUBMITTED.                                                                              |                          |
| 03.     | VALIDITY OF OFFER IS UP TO FOUR (04) MONTHS FROM THE DATE OF SUBMISSION OF TECHNO-COMMERCIAL PART.                                               | YES<br>VALID UPTO: _____ |
| 04.     | POWER OF ATTORNEY IN FAVOUR OF PERSON WHO HAS SIGNED THE OFFER IN STAMP                                                                          |                          |
| 05.     | PARTNERSHIP DEED IN CASE OF PARTNERSHIP FIRM AND ARTICLES OF ASSOCIATION IN CASE OF LIMITED COMPANY.                                             |                          |
| 06.     | VALIDITY OF RATES FOR A PERIOD OF 12 MONTHS FROM THE DATE OF LOA.                                                                                |                          |
| 07.     | ORIGINAL BIDDING DOCUMENT ALONG WITH BLANK (UN-PRICED) COPY (2 NOS) OF PRICE BID (SCHEDULE OF RATES) AND ADDENDUM, IF ANY.                       |                          |
| 08.     | NO DEVIATION CONFIRMATION IN THE PROFORMA ENCLOSED.                                                                                              |                          |
| 09.     | AFFIDAVIT DULY NOTARIZED, AS PER CLAUSE NO. 35 OF SPECIAL CONDITIONS OF CONTRACT PART – A.                                                       |                          |
| 10.     | ALL PAGES / DOCUMENTS ARE STAMPED AND SIGNED BY THE AUTHORIZED SIGNATORY OF THE BIDDER TOWARDS ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER. |                          |
| 11.     | COPY OF PAN CARD.                                                                                                                                |                          |
| 12.     | SERVICE TAX RESISTRATION CERTIFICATE.                                                                                                            |                          |

SIGNATURE OF BIDDER : \_\_\_\_\_  
NAME OF BIDDER : \_\_\_\_\_  
COMPANY SEAL : \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

(TENDER NO. BCPL/DIB/C&P/SER/20150129/BB)

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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 RFQ.

### **4. One Bid per bidder**

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

### **5. Cost of Bidding**

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

### **6. Site Visit**

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

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

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

### **7. Service Tax**

Service Tax is payable extra on submission of proper cenvatable invoice as per Service Tax Rules.

### **7.1. Abnormally High Rates (AHR)**

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

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

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

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

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

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

7.3. Road Permit

NOT APPLICABLE

## **B. BIDDING DOCUMENTS**

### **8. Content of Bidding Document**

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

Section I. Request for Quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

### **9. Clarification of Bidding Document**

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

### **10. Amendment of Bidding Document**

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

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

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

## **C. PREPARATION OF BIDS**

### **11. Language of Bid**

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

### **12. Documents Comprising the Bid**

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

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

Part-I: Techno-commercial/Un-priced Bid, Original EMD and shall contain 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 RFQ & 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 including excluding Service tax payable by the Contractor under the Contract, or for any other cause, shall. Be included in the rates and prices and the total bid price submitted by the bidder.

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

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

13.7 Alternative bids shall not be considered.

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

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

### 14. Bid Currencies

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

### 15. Bid Validity

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

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

## **16. Bid Security**

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

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

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

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

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

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

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

16.7 The bid security may be forfeited:

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

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

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

## **17. Pre-Bid Meeting**

Refer Clause no 6 of RFQ --**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**

Applicable. Vendor has to submit their bank details certified by bank in a format as per Annexure-II, after receipt of order.

## **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 RFQ not later than the date and time stipulated in the RFQ.

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

### **24. Late Bids**

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

### **25. Modification and Withdrawal of Bids**

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

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

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

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

25.5 In case after price bid opening the lowest evaluated bidder (L-I) is not awarded the Job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof

leading to re-tendering, BCPL shall forfeit Earnest Money paid by the bidder and such bidders shall be debarred from participating in re-tendering of the same job(s)/item(s).

## **E. BID OPENING AND EVALUATION**

### **26. Bid Opening**

#### **26.1 Un-priced Bid Opening:**

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

#### **26.2 Priced Bid Opening:**

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

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

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

### **27. Process to be Confidential**

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

### **28. Contacting the Employer**

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

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

### **29. Examination of bids and Determination of Responsiveness**

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

(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**

NOT APPLICABLE

**35. Compensation for extended stay:** NOT APPLICABLE

## **F. AWARD OF CONTRACT**

### **36. Award of work**

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

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

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

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

### **38. Notification of Award**

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

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

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

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

### **39. Signing of Agreement**

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

39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in Instruction to Bidder (ITB) F-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 or Fraudulent Practices**

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

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

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

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

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

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

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

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

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

#### **42 Misc.**

42.1 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.

42.2 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 the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

**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. In case L1 bidder backs out, BCPL reserve the right to re-tender.

.....

**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: \_\_\_\_\_

(Country  
 Code)

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**

Excise Registration number  
1-19 : \_\_\_\_\_

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 : \_\_\_\_\_

**1-27 Present Status of Firm/ Bidder:**

| Sl. No. | Type of Firm/ Bidder | Yes/No | Name of Owner/Partners/Director |
|---------|----------------------|--------|---------------------------------|
| 1       | Proprietorship       |        |                                 |
|         | LLP                  |        |                                 |
|         | Private Limited      |        |                                 |
|         | Public Limited       |        |                                 |
|         | PSU/ Govt. depart.   |        | Not required.                   |
|         | Any other            |        |                                 |

**1-28** Bidder must submit relevant document in support viz Copies of Partnership deeds (in case of

Partnership /LLP Firm), Affidavit or self declaration on letter head (In case of Proprietorship firm) , Memorandum and Article of Associations & Certificate of Incorporation (in case of Private/Public Limited Company) and certificate from Competent person on their letter head (in case of PSU/Govt. depart.) etc.

**Submitted the following documents:**

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**BID FORM**

**F2**

To,  
**Dy. General Manager (C&P) BCPL**  
**Lepetkata, Dibrugarh, Assam (India)**  
Phone:       **+91 373 2914609/635**

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 fulfilment 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:

## LIST OF ENCLOSURES

F3

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

Dear Sir,

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

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

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

Place:  
 Bidder)  
 Date:

Yours faithfully,  
 (Signature of Authorized Signatory of

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.  
“Central Warehouse 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:  
Bidder)  
Date:

(Signature of Authorized Signatory of

Name:  
Designation:  
Seal:

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,  
 Dy. General Manager (C&P)  
 Brahmaputra Cracker and Polymer Limited  
 Lepetkata, Dibrugarh, Assam (India)  
 Phone: +91 373 291461

| SL.<br>NO<br>. | REFERENCE OF BIDDING DOCUMENT |          |               |         | BIDDER'S QUERY | BCPL'S REPLY |
|----------------|-------------------------------|----------|---------------|---------|----------------|--------------|
|                | SEC.<br>NO.                   | Pag<br>e | Clause<br>No. | Subject |                |              |
|                |                               |          |               |         |                |              |

NOTE: The Queries may be sent by e-mail to [bhaskar.barman@bcplindia.co.in](mailto: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 nos of Client & Name of Officer-in-Charge | Description of the Work | Date of Commencement of Work | Scheduled Compo. Period | %Age Completion as on Date | Expected Date of Completion | Remarks |
|-------------------------------------------------------------------------|-------------------------|------------------------------|-------------------------|----------------------------|-----------------------------|---------|
|                                                                         |                         |                              |                         |                            |                             |         |

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

SEAL AND SIGNATURE OF BIDDER

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

**To:**

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

Dear Sirs,

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

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

1. We \_\_\_\_\_ hereby undertake and agree with you that if default shall be made by M/s ---- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on your under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs----- (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s ----- and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

\_\_\_\_\_  
Bank  
By its  
Constituted Attorney

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

**DECLARATION**

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

Dear Sir,

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

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

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

Place:  
Bidder]  
Date :

[Signature of Authorized Signatory of

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 – 2914609 / 2914635**

**SUBJECT:**

Dear Sir,

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

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

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

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

- B) Details of Contact person:

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

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

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

## PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the

CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

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

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

on behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED  
(CONTRACTOR)

(NAME OF THE

\_\_\_\_\_  
Date : \_\_\_\_\_

Place: \_\_\_\_\_

\_\_\_\_\_  
Date : \_\_\_\_\_

Place: \_\_\_\_\_

**IN PRESENCE OF TWO WITNESSES**

1. \_\_\_\_\_

1

.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

2.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

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

Clauses confirmed hereunder should not be repeated in the Bid.

| SI. No. |   | Description                                                                                                                                                                                                                                    | Bidder's Confirmation |
|---------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1       |   | It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.                                                                                                                          |                       |
| 2       |   | Confirm Bid has been submitted as per Instructions to Bidders in bid document.                                                                                                                                                                 |                       |
| 3       |   | Confirm that the offer shall remain valid for acceptance up to 03 (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      |   | Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).                                                                                  |                       |
| 13      |   | Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.                                                                                                     |                       |
| 14      |   | Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6                                                                                                                                        |                       |
| 15      |   | Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, |                       |

|    |     |                                                                                                                                                                                                                                                              |  |
|----|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|    |     | Force Majeure, Guarantee of work, applicable laws, etc.                                                                                                                                                                                                      |  |
| 16 |     | Confirmed that all terms and conditions of the tender are acceptable in totality                                                                                                                                                                             |  |
| 17 |     | Confirm that the prices are quoted as per clause 13.0 of ITB.                                                                                                                                                                                                |  |
| 18 |     | Bidder's name and address                                                                                                                                                                                                                                    |  |
| 19 |     | Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.                                                                                                                        |  |
| 20 |     | Confirm acceptance of Terms of Payment as specified in the Bid Document.                                                                                                                                                                                     |  |
| 21 |     | Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.                                                                           |  |
| 22 |     | Confirm acceptance in totality of the Terms & Conditions contained in:                                                                                                                                                                                       |  |
|    | I   | Instructions to Bidders                                                                                                                                                                                                                                      |  |
|    | ii  | General Conditions of Contract (GCC)                                                                                                                                                                                                                         |  |
|    | Iii | Special Conditions of Contract (SCC)                                                                                                                                                                                                                         |  |
|    | Iv  | Scope of Work                                                                                                                                                                                                                                                |  |
|    | v   | All other commercial documents/attachments of Bid Document                                                                                                                                                                                                   |  |
| 23 |     | Confirm towards submission of <b>FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER</b> at Format-A                                                                                                                          |  |
| 24 |     | Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.                                                                                                                                                     |  |
| 25 |     | Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid                                                                                                                          |  |
| 26 |     | SOR has been signed & filled up as quoted exactly in the same format of RFQ                                                                                                                                                                                  |  |
| 27 |     | All items of each SOR has been quoted                                                                                                                                                                                                                        |  |
| 28 |     | Confirmation of compliance for Period of Contract: Period of contract shall be 01 (One) year from the date of commencement of job. BCPL reserves the right to extend the Period of contract at the same prices, terms and conditions at its sole discretion. |  |

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

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

**(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.....2013 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: \_\_\_\_\_

---

**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**

## **ANNEXURE-I**

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

| SR NO. | DESCRIPTION OF DOCUMENTS TO BE SUBMITTED                                                                                                                                                                                   | DOCUMENT SUBMITTED |    | Please indicate Page No |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----|-------------------------|
|        |                                                                                                                                                                                                                            | YES                | NO |                         |
| 1.     | Have you enclosed the duly certified by Statutory Auditor the Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.                                                            |                    |    |                         |
| 2      | Have you enclosed the duly certified by Chartered Accountant “ <b>ANNEXURE-A</b> ” towards details of financial capability of bidder.                                                                                      |                    |    |                         |
| 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 | <p>Confirm that the following document is submitted depending on bidder's nature of firm:</p> <ol style="list-style-type: none"> <li>1. Copies of partnership deed(in case of partnership/LLP firm)</li> <li>2. Affidavit or self declaration on letter head (in case of Proprietorship firm)</li> <li>3. Memorandum and Articles of Association &amp; Certificate of Incorporation (in case of private/public limited company)</li> <li>4. Certification from competent person on their letter head (in case of PSU/Govt. Department )</li> <li>5. Documentary evidence towards MSME .</li> </ol> |  |  |  |

**Format - 15 (A)**

**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:

Signature of Authorized Signatory

Name:

Designation:

Seal:

---

**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 2006.**

**SPECIAL CONDITIONS OF THE CONTRACT**  
**PART-A**

**NAME OF WORK: CONTRACT FOR HOUSEKEEPING, MAINTENANCE OF UNITS & OFFSITE AREAS OF BCPL, LEPETKATA FOR A PERIOD OF 12 MONTHS AND EXTENADABLE FOR A FURTHER PERIOD OF 03(THREE) MONTHS OR PART THEREOF.**

**TENDER NO: BCPL/DIB/C&P/SER/20150129/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, Assam.

### **3.0 SCOPE OF WORK:**

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

### **4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:**

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

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

### **5.0 TERMS OF PAYMENT:**

As per SCC Part-B

### **6.0 EARNEST MONEY (If any):**

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 w.e.f. 01.07.2012.

## **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:**

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

**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.

**26.0 CARE OF WORKS:**

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

**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 loss, 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 EPF Misc. Provisions Act, 1952.
- B) The Contractors shall periodically submit the proof of depositing PF contribution with RPFC.
- C) The Contractor is responsible for obtaining the labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the Office of ALC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- D) The Contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
- 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, , the payment of Wages Act, 1936, the Workmen Compensation Act, 2010 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 7<sup>th</sup> day of the subsequent month.
- G) 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.
- 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) The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- J) The Contractor is required to maintain registers and records as required under different laws.
- K) The Contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the work place and injury sustained out of and in course of and out of employment in respect of personnel deployed by the contractor as per Workmen's Compensation Act, 1923 and rules framed there under.
- L) The Vendor shall take care of the health insurance of all their employees and workmen deputed for this work.
- M) The party will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.

## **COMPLIANCE TO STATUTORY AND LEGAL REGULATIONS:**

1. The Contractor/contracting firm shall obtain comprehensive insurance policy (CAR policy) covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner/BCPL or to some other agency.

The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.

2. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation through Employee Compensation policy, insurance amount etc. to the person injured/ next kith and kin of the deceased. Contractor shall indemnify BCPL from all such liabilities.
3. The Contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The Contractor/contracting firm shall get examined his employees/workers through a Government Doctor before deployment.
4. No worker of Contractor/contracting firm and Contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the Contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
5. The Contractor/contracting firm shall indemnify BCPL against all claims, demands actions, cost and charges etc. brought by any Court, Competent Authority/Statutory Authorities against any act or acts of the Contractor/contracting firm or his workers.
6. The Contractor should get the police verification done; of the character and antecedents of workers/manpower to be deployed in the BCPL premises, from the place of present residence/domicile. In case, any worker is found having criminal record, he shall have to be replaced immediately without assigning any reasons.
7. The persons to be deployed should be on rolls of the Contractor/contracting firm.
8. The Contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The Contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
9. The supervision of the personnel shall be done by the Contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to Engineer-In-Charge at the time of commencement of contract.
10. The Contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
11. The Contractor shall be required to furnish proof/copies of forms/returns as per the check-list attached here to every month along with the monthly bills to the Engineer-In-Charge. The checklist is indicative for monthly bills only and the other forms/returns as required under various acts shall be required to be filed/maintained by the Contractor himself regularly.
12. The Contractor(s) are required to submit copies of Electronic Challan cum Return (ECR)/Electronic challan along with online uploaded list of contract workers/members/subscribers for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in BCPL while submitting monthly bills.
13. No contract worker/manpower/labour below the age of 18 years shall be deployed on work at BCPL site.

14. While conforming 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 and regulations of center/state/local statutory authorities.
15. The Contractor and the manpower/workers deployed by him, have to strictly comply and adhere to the fire prevention/protection, safety rules, regulations and policies of BCPL in force from time to time.
16. No accommodation will be provided to the Contractor/contracting firm by BCPL.

**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 is addition to Rupees 5,000.00 as in para 40.1.

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

## **SPECIAL CONDITION OF CONTRACT (PART-B) /SCOPE OF WORK**

### **CONTRACT FOR HOUSEKEEPING, MAINTENANCE OF UNITS & OFFSITE AREAS OF BCPL, LEPETKATA FOR A PERIOD OF 12 MONTHS AND EXTENADABLE FOR A FURTHER PERIOD OF 03(THREE) MONTHS OR PART THEREOF.**

#### **1.0 SPECIFICATIONS:**

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

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

#### **2.0 ORDER OF PRECEDENCE**

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

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

#### **3.0 The work is required to be carried out at BCPL Plant, Lepetkata,Barbaruah.**

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

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

#### **4.0 AWARD OF WORK**

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

thereafter, the lowest of the rates quotes for similar items in different parts/ sub-heads shall be considered.

## **5.0 SUBLET OF WORK**

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

## **7.0 LOCATION AND SITE CONDITIONS**

- 7.1** The site of proposed work is at BCPL Plant located adjacent to NH-37 (almost 10 km from Dibrugarh Town towards Guwahati).
- 7.2** The contractor deemed to have inspected the site thoroughly and acquainted himself with the site conditions, availability of storage for materials, work areas available for construction, disposal / stacking of surplus earth from excavation of all kinds of soil/ rocks and acquainted himself with the general nature of the site, sub soil water table and its other features likely to affect his tender and the construction of the works. No claim/ extension of time whatsoever shall be entertained on account of prevailing site conditions.

## **8.0 TIME SCHEDULE**

Total period of contract for this work will be for **12** months. The contract period for the work shall be reckoned from the date as mentioned in letter of award. Time is the essence of the contract and as such as every effort should be make to complete the work within prescribed time period for the execution of the work as contemplated under this contract. BCPL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days notice to the contractor.

## **9.0 SCOPE OF WORK**

The scope of work covered in this contract will be as described in **SOR**.

## **10.0 DEFECT LIABILITY PERIOD**

The tenderer shall guarantee all the work executed by him for a period of 1 year from the date of completion of work(s)/Part(s). If during this period any defect occur, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement may result in the forfeiture of security deposit.

However, in case of critical items, if the guarantee period is beyond defect liability period, then guarantee shall applicable for that period also.

#### **11.0 SCHEDULE OF WORK**

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

#### **12.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR**

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

#### **13.0 SUPERVISION OF WORK:**

The Job comprises of Civil and Electrical works and hence Contractor or his authorized representative shall be available at site during the progress of the work.

#### **14.0 VARIATION IN QUANTITIES OF ITEMS DURING EXECUTION**

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

#### **15.0 SAMPLES FOR APPROVAL**

The contractor shall furnish to the Engineer-In-Charge for approval samples of all material to be used in the item/work. Such samples shall be submitted before item/work is commenced in advance. It is the responsibility of the contractor to arrange for tests as required by Engineer-In-Charge at his own cost. The material representing approved samples shall only be used for the construction and installation. Contract shall procure materials as indicated in list of approved makes (if given) / or materials with ISI certification may also be used after approval of EIC.

#### **16.0 COMPLETION CERTIFICATE**

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

If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the works, the Engineer-In-Charge may at the expenses

of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off.

Such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any such actually realized by the sale thereof.

#### **17.0 TERMS OF PAYMENT:**

##### **(A) PAYMENT OF RUNNING BILLS:**

95% payment shall be released on completion of item / work as certified in the monthly R.A bills. Balance 5% shall be released on completion of the job along with final bill.

##### **(B) PAYMENT OF FINAL BILL:**

- (i) Contractor must submit his final bill within sixty days of completion of the work and payment of the final bill shall be made to the contractor within 120 days of the submission of the bill and after completion of all obligations under the contract.
- (ii) **No Demand Certificate:** The contractor shall submit No Demand Certificate (NDC) for the net payment as finalized in the final bill before release of payment. The final bill shall be paid only on submission of NDC, otherwise final bill will be paid only after one year of submission of the same, as per BCPL's records and no claim of contractor shall be entertained thereafter.
- (C) The bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to Engineer-In Charge.

#### **18.0 CONSTRUCTION WATER AND POWER:**

Water and electricity shall be provided by BCPL if available at the optimum rate as per the decision of EIC. The same shall be provided at one location from the nearest available source in the vicinity of the site of work. The contractor shall make his own arrangement for connection & further distribution etc. at his own cost.

#### **19.0 EXTRA ITEM /SUBSTITUED ITEMS**

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

- a) If the item of work is similar to the item for which, the bidder has quoted rates in SOR , the quoted rate shall be applicable.
- b) If the rate for the item does not appear in the SOR, the rate shall be derived from similar items of work indicated in SOR
- c) The rates for those items of work which cannot be derived from quoted rates in the SOR shall be derived from the prevailing market rates of material and labour plus 10%

towards contractor's overheads and profits. The opinion of the Engineer in charge as to the current market rates for materials and the quantum of labour and material involved per unit shall be final and binding on the contractor.

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

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

## **20.0 SITE EXECUTION**

(A) All materials, tools, tackles, equipment etc. required to carry out any job shall be supplied by contractor at his cost unless otherwise stated. Sufficient stock of materials to be kept at site after approval of samples from Engineer-In-Charge.

(B) The team, wherever mentioned in the tender shall mean a team, which will have one skilled person in respective field and one assisting person. In case of urgency the team may have to stay beyond normal working period as per instruction of EIC without any financial implication. Further contractor shall provide one set of uniform and one pair of shoes per year at his own cost for the labour deployed (team deployed) on supply basis to BCPL.

## **21.0 CONTRACTOR'S LABOURERS TO LEAVE SITE ON COMPLETION OF THE WORK**

The labourers of CONTRACTOR must leave the location of the project site after the work is tapered off/ completed.

## **22.0 TOOLS, EQUIPMENTS, MACHINES ETC.**

**Contractor has to have the minimum tools, equipments and machinery required for proper and timely execution of jobs entrusted to him /her at site at all times. The following equipments shall necessarily be available with the contractor when ever required by the EIC:**

- 1. Excavator & Dozer**
- 2. Crane**
- 3. Hydra**
- 4. Grass cutting tools.**

## **23 RESPONSIBILITY OF CONTRACTOR**

It shall be the responsibility of the CONTRACTOR to obtain the approval for any revision and/or modifications decided by the CONTRACTOR from the OWNER/ Engineer-in-Charge before implementation. Also such revisions and/ or modifications if accepted/ approved by the OWNER/ Engineer-in-Charge shall be carried out at no extra cost to the OWNER. All expenses towards mobilisation at site and demobilisation including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

It shall be responsibility of the CONTRACTOR to provide, operate and maintain all necessary construction equipment, steel scaffoldings and safety gadgets, cranes/ derrick and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules without any extra cost to the OWNER.

Preparing approaches and working area for the movement and operation of the cranes/ derrick, levelling the areas for assembly and erection shall also be responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability facilities, such as railway siding, local labour etc., to provide suitable allowances in his quotation. The CONTRACTOR may have to build temporary access roads to aid his own work, which shall also be taken care of while quoting for the work.

The CONTRACTOR shall responsible for procurement and supply in sequence and at the appropriate time of all equipments/ materials and consumables and his rates for execution of work will include of supply of all these items.

The contractor shall make all provisions for monsoon protection cover to ensure that there shall not be any stoppage/ hindrance in working during monsoon season.

## **24 ENTRY PASSES, GATE PASSES, WORK PERMITS AND SAFETY REGULATIONS**

The works under this contract are to be carried out in areas within the near vicinity of operating plant. As such, CONTRACTOR is required to abide by safety and security regulations of OWNER/ EIL enforced from time to time.

### **ENTRY PASSES**

- a. The CONTRACTOR has to apply for photo entry passes for his workers & staff in a prescribed proforma available with OWNER/EIL. The photo entry passes shall be issued by OWNER/EIL for a maximum period of 3 months and if extension is required by the CONTRACTOR, he has to apply separately for extension. As a special case, temporary passes for a maximum period of 7 days may be issued.
- b. Unutilised/ Expired entry passes shall have to be submitted immediately to OWNER/EIL.
- c. In case of loss of any entry pass, the CONTRACTOR has to lodge FIR with local police station and inform the Engineer-In-Charge and shall have to pay Rs. 150/- against each entry pass. The CONTRACTOR is required to keep track of all entry passes issued and returned.
- d. Identity card issued by the Security Section should always be carried/ displayed by the CONTRACTOR's employee or person while working inside the Plant.

### **GATE PASSES**

- a. To bring materials/ equipments/ tools/ tackles etc. inside the plant for construction work, the CONTRACTOR has to produce challans / proper documents to OWNER's/ EIL's personnel at gate. The materials shall be checked thoroughly by OWNER's/ EIL's personnel at Gate and recorded in their register before allowing any material to bring inside the plant by CONTRACTOR. It is CONTRACTOR's responsibility to see that the recorded entry no., date, signature of OWNER's/ EIL's authorised representative with stamp challans / supporting documents signed by company's personnel at gate during entry.

## **WORK PERMIT**

- a. When the work is to be carried out in hazardous areas, hot work permit are to be obtained before start of work for all the jobs which are capable of generating flame, spark, heat etc. namely, Gas cutting, grinding, welding, use of any electrical/ diesel/ petrol/ battery operated prime mover/ machine/ tools/ equipment/ generator sets/ mixer machine/ drilling machine/ pumps/crane, fork lifter/ hand truck/ trailer, chipping/ breaking of rocks/concrete, hacksaw cutting and drilling, etc.
- b. Cold work permits are to be obtained for the jobs which are not coming under the category of hot work and where there is no risk of fire, viz, transportation/ backfilling of ordinary soil in manual process, piling testing, hydro testing, shuttering, fixing of reinforcement, hand mix concreting, plastering, brick work etc.
- c. According to nature of work and use of various types of equipments & tools the CONTRACTOR has to apply for cold/hot permits in a prescribed format at least 2 days before the work is planned to start. No work permit shall be issued by OWNER unless proper arrangement is made by the CONTRACTOR to ensure safe performance of work inside the plant. Job wise and area wise permits shall be issued to the CONTRACTOR and against each permit at least one construction supervisor and one safety supervisor of required level shall always be made available at site by the CONTRACTOR. These safety permits shall be issued at one point contact by OWNER.

## **VEHICLE PERMIT**

- a. Permits are to be obtained separately for entry/use of vehicles/ trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit. Vehicle/Equipment etc. should be brought to site in good conditions. Valid Road tax certificate, fitness certificate and insurance policy from competent authority. Valid operating / driving licence of driver/operator.

## **VALIDITY OF THE WORK PERMIT**

Permit is valid for 24 hours.

No permit is valid if it is not renewed by the shift incharge/ shift representative in shifts (Morning & Evening)

The permit shall be issued for a maximum period of one month and if extension is required, the CONTRACTOR has to apply for fresh permit.

No permit is valid on holidays unless special permission is obtained from the competent authority.

## **SAFETY REGULATIONS**

- a. Regarding work Permit

The work shall be carried out inside the plant as per safety practices enforced by OWNER's/ EIL's safety section and instructions of Engineer-In-Charge issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and the CONTRACTOR shall meet these requirements without any argument for time and financial implications. To obtain work permit and to satisfy all conditions laid down therein, shall be

the responsibility of the CONTRACTOR. No claim for idling of machinery, plant, manpower etc. for safety reasons or non-issuance of work permit by In-Charge, Safety Section shall be considered.

The CONTRACTOR shall abide by all safety regulations of the plant and ensure that safety equipment for specific job kit as stipulated in the factory act/ safety handbook is issued to the employee during the execution of work, failing which all the works at site shall be suspended.

b. Regarding Hot work

When doing hot work inside the plant the CONTRACTOR must ensure that the fire hose is hooked up with the fire water system and extended to the work spot. Fire extinguisher must be kept near the working spot. Area around and below the hot working place must be adequately protected from falling/ coming out of sparks/hot metals from the booth made of asbestos cloth/sheet and wetting them with water. The CONTRACTOR must arrange sufficient number of fire hoses and fire fighting equipment of approved quality at his own cost to carry out hot job inside the plant.

Welding & electrical cables should be of approved quality, and no jointing and loose connection shall be permitted.

At the end of the working day the CONTRACTOR must inform electrical section to switch off power at sub-station end.

The CONTRACTOR must provide cotton dress, safety shoe, safety helmet, safety belt, hand gloves of approved quality to his workers to meet the safety requirement of various jobs to be carried out inside the plant.

c. Regarding use of Vehicle

- i) Vehicle must not ply on any road within the plant at speed exceeding 20KM/hr.
- ii) Mobile crane/ loaded trucks/ trailers must not exceed speed limit of 15 KM/hr inside the plant.
- iii) No crane is allowed to move inside the plant with load.
- iv) No vehicle is allowed to park inside the plant.

## **23.0 SPECIAL NOTE AGAINST HOUSEKEEPING**

- 1) The contractor should take all necessary care while working that no trap, pipeline item get choked /electrical lines, installations damaged. In case the traps, pipelines/ drain get choked or anything gets damaged during working then the retainer shall have to replace/ rectify the same at his risk and cost. Further any damage / loss in the contractor / retainer's workshop/office/ store/custody or during lifting or transportation shall be promptly repaired/replaced as the case may be by the retainer on his cost & risk.
- 2) The contractor shall abide all the rules, regulations, laws & safety aspects applicable including minimum wage act in respect of the staff engaged by him and the contractor shall be wholly responsible for his employees, their safety, the applicability of PF, gratuity, medical, insurance etc. and any other statutory provisions that may be enforced from time to time. BCPL will not be responsible in any way for payment on these accounts. Any labour or staff related points, problems, disputes if any will be the sole responsibility of contractor and he has to indemnify BCPL & its persons from above

claim or fine etc., imposed by any private or government body / person. All the labour and employee laws should be complied by the contractor at his own cost & risk.

- 3) The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and shall give suitable direction to his workmen deployed for undertaking contractual obligations.

**24.0** That the contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in unskilled category of Work for which the list of such Persons will be provided by the Authorized Person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.

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

**GENERAL CONDITIONS OF CONTRACT**

**(ATTACHED SEPARATELY)**

## **PREAMBLE TO SCHEDULE OF RATES**

- 1 Quoted rates should be as per Scope of Work.
- 2 Bidders are required to quote the rates strictly as per the above SOR and not to use any other format.
- 3 Item wise rates for SOR Items should be quoted including all taxes & duties (including WCT if any as per applicable rules) except Service tax.
- 4 Quantities shown in the SOR is tentative which may increase or decrease.
- 5 Bidders are advised not to mention rebate/discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any rebate / discount, they should include the same in the item rate(s) itself under the "SCHEDULE OF RATES (SOR)" and indicate the discounted unit rate(s) only. In the un-priced bid, bidder must mention as "QUOTED" in the SOR.
- 6 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.

## **SCOPE OF WORK**

- 1.0 The scope of work in general includes scope of work specified in Technical Section and Schedule of Rates enclosed in Commercial Section of the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge, which could be reasonably implied from the contents of the Bidding Document.
- 2.0 Scope of work shall be read in conjunction with item description of Schedule of Rates and Contractor's scope shall include all activities of work specified in the item description of Schedule of Rates.

Rates shall include all cost for the performance of the 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 work which could be reasonably implied/ inferred from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the item rate.

**SCHEDULE OF RATE (SOR)**

**CONTRACT FOR HOUSEKEEPING, MAINTENANCE OF UNITS & OFFSITE AREAS OF BCPL, LEPETKATA FOR A PERIOD OF 12 MONTHS AND EXTENADABLE FOR A FURTHER PERIOD OF 03(THREE) MONTHS OR PART THEREOF.**

**(ATTACHED SEPARATELY)**