



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

[A Government of India Enterprises]

**BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150145/AJD**

**Date: 06. 08.2015**

**To,**

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**BID DOCUMENT FOR SERVICE ASSISTANCE IN VARIOUS OPERATIONAL  
ACTIVITIES AT BCPL , LAKWA.**

**LIMITED DOMESTIC COMPETITIVE BIDDING**

Contact Person:

Sh. Arunjyoti Dutta

DM(C&P)

0373-2914636/ajdutta@bcplindia.co.in

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

**Project Site Office:** ADMIN Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, AssamTel: 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)

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## **SECTION IA**

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

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid systems for hiring of Service Contract for Operational Assistance at BCPL, Lakwa for a period of 01 year with provision for 3 months extension as detailed below in complete accordance with enclosed tender document:

#### **1) SALIENT FEATURES OF BID DOCUMENT:**

|       |                                                               |                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------|---------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.1 | Type of Enquiry, Mode of bid submission                       | Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).                                                                                                                                                                                                                                                                                                  |
| 1.2.2 | Bid Document No.:                                             | BCPL/DIB/C&P/SER/20150145/AJD                                                                                                                                                                                                                                                                                                                                                                     |
| 1.2.3 | Bid documents available on Website & BCPL office              | From 09.00hrs on <b>06/08/2015</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                                                                                                                                                                                                                  |
| 1.2.3 | Time Schedule/Period of Contract                              | For a period of 01 year with provision for 3 months extension                                                                                                                                                                                                                                                                                                                                     |
| 1.2.4 | Pre-Bid Meeting                                               | <b>13/08/2015 on 15.00 hrs (IST)</b>                                                                                                                                                                                                                                                                                                                                                              |
| 1.2.5 | Last date and time for Submission of bid                      | <b>25/08/2015 up to 14.30 hrs (IST)</b>                                                                                                                                                                                                                                                                                                                                                           |
| 1.2.6 | Date and time for opening of un-priced bid at BCPL, Lepetkata | <b>25/08/2015 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 days                                                                                                                                                                                                                                                    |
| 1.2.7 | Place of submission of bid                                    | C&P department<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)             | Rs77,235/- (Rupees Seventy Seven thousand Two Hundred Thirty Five Only)                                                                                                                                                                                                                                                                                                                           |
|       | Tender Fees (non-refundable)                                  | Not Applicable in this tender                                                                                                                                                                                                                                                                                                                                                                     |
| 1.2.9 | Security Deposit                                              | Successful bidder shall have to deposit Security Deposit (SD)/ Contract Performance Security @7.5% of Contract Value in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/ Contract Performance .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments. |

|        |                                     |                                                                                                                                                                                  |
|--------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.2.10 | Venue for Opening of Un-priced bids | CONTRACT & PROCUREMENT DEPARTMENT<br>BRAHMAPUTRA CRACKER & POLYMER LIMITED,<br>ADMINISTRATIVE BUILDING, C&P DEPARTMENT<br>P.O. – BARBARUAH<br>LEPETKATA, DIBRUGARH-786006, ASSAM |
| 1.2.11 | Contact Person                      | Arunjyoti Dutta, DM(C&P)<br>E-mail: <a href="mailto:ajdutta@bcplindia.co.in">ajdutta@bcplindia.co.in</a><br>Ph. No. +91-373-2914636                                              |

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

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

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

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

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

**2) EARNEST MONEY DEPOSIT/BID SECURITY**

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

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

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

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

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

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

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

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

**3) BIDDER’S ELIGIBILITY CRITERIA:**

**3.1 Technical BEC:**

- a) The bidder must have completed/executed at least one single work order/contract for providing Service Assistance for Operation related activities of value Rs. 19.30 Lacs (Rupees Nineteen Lakhs Thirty Thousand only) or more in Gas Processing

Plant/ Petrochemical Plant/ LPG Plant/ Refinery/ Fertilizer Plant in previous 07 years prior to the date of Technical Bid Opening.

Bidder to submit proof of experience by providing the copies of Work Order/Agreement of the job completed/executed showing the scope of work and the value of the work order and Completion Certificate/ Execution Certificate of the same Work Order/ Agreement issued by the end user duly certified by Notary Public/Gazetted Officer. The submitted Completion Certificate/ Execution Certificate must contain the reference to the Work Order/ Agreement, reference to the work, completion/executed value, date of start of work and actual date of completion of work. The completion certificate /Client Certificate must clearly indicate Full address of Client and officer issuing certificate

- b) For contracts which are still running for providing Service Assistance for Operation related activities in Gas Processing Plant/ Petrochemical Plant/ LPG Plant/ Refinery/ Fertilizer Plant, if the actual executed value as on bid due date is equal to or more than the value indicated above, the same shall also be considered for meeting the single order value criteria.

For running contracts, Bidder to submit proof of experience by providing the copies of Work Order/Agreement of the job executed showing the scope of work and the value of the work order and Execution Certificate of the same Work Order/ Agreement issued by the end user duly certified by Notary Public/Gazetted Officer. The submitted Execution Certificate must contain the reference to the Work Order/ Agreement, reference to the work, executed value, date of start of work and actual date of completion of work.

**Note 2:** Experience acquired as a Sub-Contractor is not acceptable.

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

- 3.2** 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.
- 3.3** Bids of Joint Venture/Consortium are not acceptable. The cut-off date for meeting the technical criteria of BEC of the tender shall be the due date for submission of bids.

### **3.4 Financial BEC:**

Not applicable.

3.4.3 Bids would be evaluated on overall techno-commercially acceptable lowest bid basis.

#### **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.

### **3.5 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 2013-14.**

**Non-Compliance to above BEC shall hold the bid liable for rejection.**

#### **SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES**

- **Attested copies of all the relevant documents viz. Work Order(s), Execution/completion Certificate(s).**
- **Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.**
- **Attested copy of P. F. certificate. (If any)**
- **Attested copy of sales tax registration certificate**
- **Attested copy of service tax registration certificate**
- **Attested copy of PAN Card.**
- **Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 38.2 of Special conditions of Contract Part–A.**
- **Attested copies of all the relevant documents in support of SSI, MSE unit. (Chartered A/C)**

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

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

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

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

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

**Rs 77,235/-**(Rupees Seventy Seven thousand Two Hundred Thirty Five Only). For details refer point no. 6 of General Condition of Contract -**SECTION IV**of tender

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

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

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

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

**5) PRE-BID MEETING:**

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

**6) PERIOD OF CONTRACT**

For a period of 01 year with provision for 3 months extension.

**7) VALIDITY PERIOD OF OFFER:**

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

**8) VAT / CST No.:**Please provide VAT/CST no.

**9) GENERAL**

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document

- **Tender Fee: NIL**

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.

**10) TERMS OF PAYMENT:**

Please refer Clause No 6 of Special Condition of Contract (Part –B) of SECTION-III.

**11) PRICE REDUCTION SCHEDULE: As per GCC.**

**12) 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.

**13) 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.

**14) 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.

**15) 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 abovecauses 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.

**16) 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.

**17) 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) Instruction to Bidders
  - i) Special conditions of contracts (Part B)
  - ii) Special conditions of contracts (Part A)
- iii) General conditions of contracts

- 18) 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 alongwith reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

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

**Consignee Address:**

Office of the Dy. General Manager (C&P)  
Central Ware House Building  
Brahmaputra Cracker and Polymer Limited,  
PO: Lepetkata,  
District – Dibrugarh, Assam, India PIN – 786006  
Tel-0373-2914611/609

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

Yours faithfully,

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

**A. J. DUTTA  
DY. MGR. (Contracts & Procurement)  
E-Mail: [ajdutta@bcplindia.co.in](mailto:ajdutta@bcplindia.co.in)  
Ph no: 0373-2914636**

**CUT-OUT SLIP**

(Quotation – Do Not Open)

**Bid Document no.: BCPL/DIB/C&P/SER/20150145/AJD**

**ITEM: BID DOCUMENT FOR SERVICE ASSISTANCE IN VARIOUS OPERATIONAL ACTIVITIES AT BCPL, LAKWA.**

**Due Date & Time of bid submission:** Up-to 14.30 hrs (IST) on 25/08/2015

**Date and time for opening of bids:**15.00 hrs (IST) on 25/08/2015

**From:**

**to:**

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

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

## INSTRUCTIONS TO BIDDERS

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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 invoiceas per Service Tax Rules. Present Rate of applicable Service Tax is 14%.

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

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

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

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

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

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

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

7.3. Road Permit

NOT APPLICABLE

## **B. BIDDING DOCUMENTS**

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

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

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

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

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

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

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

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

## **C. PREPARATION OF BIDS**

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

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

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

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

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

Part-I: Techno-commercial/Un-priced Bid, 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 3 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.

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

#### **16. Bid Security**

16.1 Pursuant to Clause-12, the bidder shall furnish, as part of his bid, bid security in the amount specified in Request of Quotation (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 5 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**

Not applicable

## **21. Agent/consultant/Representative/ Retainer/Associate**

Not applicable

## **D. SUBMISSION OF BIDS**

### **22. Sealing and Marking of Bids**

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

Part 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 but excluding service tax. The bidders are required to provide cenvat invoice (to the extent possible) to enable BCPL to avail Cenvat benefit.

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

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

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

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

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

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

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

- (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 but excluding service tax.

### **33 Preferences for Domestic Bidders**

NOT APPLICABLE

### **34. Purchase Preference**

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

### **35. Compensation for extended stay**

NOT APPLICABLE

## **F. AWARD OF CONTRACT**

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

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

36.2 BCPL intends to award the entire work to a single bidder on overall cost basis 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 15 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 33 of Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

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

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

## **41. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:**

## **Definitions:**

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

**A.2** "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

**A.3** "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

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

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

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

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

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

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

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

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

## **B.2 Irregularities noticed after award of contract**

### **(i) During execution of contract:**

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

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

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

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

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

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

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

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

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

## **B.2.2 Period of Banning**

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

## **C Effect of banning on other ongoing contracts/ tenders**

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

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

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

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

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

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

## **D. Procedure for Suspension of Bidder**

### **D.1 Initiation of Suspension**

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

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

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

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

### **D.2 Suspension Procedure:**

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

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

new business dealing may be held with the agency.

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

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

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

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

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

### **D 3 Effect of Suspension of business:**

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

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

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

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

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

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

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

**D.3.4** The bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL or the Ministry of Chemical and Fertilizer and (ii) bidder is not banned by any Government department/ Public Sector.

### **F. Appeal against the Decision of the Competent Authority:**

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

F.2 Appellate Authority (Appellate Authority shall mean committee consisting of Director Finance and Managing Director of BCPL )would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

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

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

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.**

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

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

#### **43. Errant Bidder**

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof

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

#### **44. PUBLIC PROCUREMENT POLICY (PPP), 2012**

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

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
- iv) In case tendered item is non-splittable or non-dividable MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price. **This subject tender is splittable.**
- 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.

SMALL SCALE INDUSTRIES REGISTERED WITH NSIC UNDER ITS SINGLE POINT REGISTRATION SCHEME, SHALL BE EXEMPTED FROM SUBMISSION OF EMD PROVIDED THEY ARE REGISTERED FOR THE ITEMS THEY INTEND TO QUOTE AGAINST BCPL TENDER

# **FORMS AND FORMATS**

**BIDDER'S GENERAL INFORMATION**

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

1-1 Bidder Name: \_\_\_\_\_

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Address of Registered Office: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-4 Operation Address  
 if different from above: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

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

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-6 Telephone Number: \_\_\_\_\_

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

1-7 E-mail address: \_\_\_\_\_

1-8 Website: \_\_\_\_\_

1-9 Fax Number: \_\_\_\_\_

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

1-11 Bid Currency \_\_\_\_\_

1-12 Place of dispatch \_\_\_\_\_

1-13 Whether Supplier /  
 Manufacturer \_\_\_\_\_  
 Dealer/Trader/Contractor \_\_\_\_\_

(Country  
 Code)

1-14 Type of Material Supplies : \_\_\_\_\_

1-15 Banker's Name : \_\_\_\_\_

1-16 Branch : \_\_\_\_\_

1-17 Branch Code : \_\_\_\_\_

1-18 Bank account number : \_\_\_\_\_

**ONLY FOR INDIAN BIDDERS**

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

1-20 Excise Range : \_\_\_\_\_

1-21 Excise Division : \_\_\_\_\_

1-22 Excise Collectorate : \_\_\_\_\_

1-23 Local ST No. : \_\_\_\_\_

1-24 CST No. : \_\_\_\_\_

1-25 PAN No. : \_\_\_\_\_

1-26 Whether SSI Registrant Or not : \_\_\_\_\_

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

Dear Sir,

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

We confirm that this bid is valid for a period of T h r e e (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 intent 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  
 in liable to be for 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):

Power of Attorney No.

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per \_\_\_\_\_

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:

Date:

Yours faithfully,

(Signature of Authorized Signatory of Bidder)

Name:

Designation:

Seal:

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

**NO DEVIATION CONFIRMATION**

To,  
Brahmaputra Cracker & Polymer Ltd.  
“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:  
Date:

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

F-7

**BIDDER'S QUERIES FOR PREBID MEETING**

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

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

NOTE: The Queries may be sent by e-mail to [ajdutta@bcplindia.co.in](mailto:ajdutta@bcplindia.co.in) before the due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: \_\_\_\_\_ NAME OF BIDDER : \_\_\_\_\_

**F-8**

**PRESENT COMMITMENTS OF THE BIDDER**

| Full Postal Address and<br>phone nos of Client & Name<br>of Officer-in-Charge | Description<br>of the Work | Date of<br>Commenceme<br>nt of<br>Work | Schedule<br>d<br>Compo.<br>Period | %Age<br>Completion<br>as on<br>Date | Expected<br>Date of<br>Completion | Remarks |
|-------------------------------------------------------------------------------|----------------------------|----------------------------------------|-----------------------------------|-------------------------------------|-----------------------------------|---------|
|                                                                               |                            |                                        |                                   |                                     |                                   |         |

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

SEAL AND SIGNATURE OF BIDDE

**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.

**F-10**

**DECLARATION**

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

Dear Sir,

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date : Name:

Designation:

Seal:

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,

**Dy. Manager (C&P)**

**BRAHMAPUTRA CRACKER & POLYMER LTD.**

**"CENTRAL WAREHOUSE BUILDING", P.O.LEPETKATA**

**DIBRUGARH, ASSAM, PIN - 786006**

**FAX: 0373 - 2914611 / 2914609**

**SUBJECT:**

Dear Sir,

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

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

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

(i) Postal Address : \_\_\_\_\_

(ii) Telephone Number : \_\_\_\_\_

(iii) Telefax Number : \_\_\_\_\_

(iv) Contact Person : \_\_\_\_\_

(v) E-mail Address : \_\_\_\_\_

B) Details of Contact person:

(i) Postal Address : \_\_\_\_\_

(ii) Telephone Number : \_\_\_\_\_

(iii) Fax Number : \_\_\_\_\_

(iv) Contact Parson : \_\_\_\_\_

(v) E-mail Address : \_\_\_\_\_

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

Reasons for non-submission of bid :

Agency's Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

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

Seal/Stamp : \_\_\_\_\_

## PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

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

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

and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. 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 (NAME OF THE CONTRACTOR)

\_\_\_\_\_  
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.

| Sl. No. |   | Description                                                                                                                                                                                                                           | Bidder's Confirmation |
|---------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1       |   | It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.                                                                                                                 |                       |
| 2       |   | Confirm Bid has been submitted as per Instructions to Bidders in bid document.                                                                                                                                                        |                       |
| 3       |   | Confirm that the offer shall remain valid for acceptance up to 3 (Three) months from Final Bid Due Date /Date of Opening of Bids                                                                                                      |                       |
| 4       |   | Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL                                   |                       |
| 5       |   | Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).                                                                                                                                |                       |
| 6       |   | Confirmed that Power of Attorney in favour of person who has signed the offer is submitted                                                                                                                                            |                       |
| 7       |   | Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection. |                       |
| 8       |   | Confirmation towards submission of EMD/Bid Bond of requisite value & its details.                                                                                                                                                     |                       |
|         | a | Bid Security No. & Date                                                                                                                                                                                                               |                       |
|         | b | Value & validity                                                                                                                                                                                                                      |                       |
|         | c | Name & address of Bank Issuing Bid Security                                                                                                                                                                                           |                       |
| 9       |   | Provide PAN number.                                                                                                                                                                                                                   |                       |
| 10      |   | Provide Service Tax Registration number.                                                                                                                                                                                              |                       |
| 11      |   | Provide Sales Tax (VAT / CST) Registration number.                                                                                                                                                                                    |                       |
| 12      |   |                                                                                                                                                                                                                                       |                       |
| 13      |   | Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).                                                                         |                       |
| 14      |   | Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.                                                                                            |                       |
| 15      |   | Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6                                                                                                                               |                       |
| 16      |   | 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.                                                                                                             |                |
| 17 |     | Confirmed that all terms and conditions of the tender are acceptable in totality                                                                                                                                                                      |                |
| 18 |     | Confirm that the prices are quoted as per clause 13.0 of ITB.                                                                                                                                                                                         |                |
| 19 |     | Bidder's name and address                                                                                                                                                                                                                             |                |
| 20 |     | Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.                                                                                                                 |                |
| 21 |     | Confirm acceptance of Terms of Payment as specified in the Bid Document.                                                                                                                                                                              |                |
| 22 |     | 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'.                                                                    |                |
| 23 |     | 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                                                                                                                                                                                            |                |
| 24 | a   | MSME Clause/PPP relevant document (If applicable)                                                                                                                                                                                                     |                |
|    | i   | SC/ST along with proof                                                                                                                                                                                                                                |                |
|    | ii  | Chartered Accountant /Statutory Auditor Certificate                                                                                                                                                                                                   |                |
|    | iii | Proof of nature of firm                                                                                                                                                                                                                               |                |
|    | b   | Confirm that Enterprise Memorandum (EM)-II has been submitted in case of MSE covering the item/service quoted for                                                                                                                                     |                |
|    | c   | Bidder hereby confirms that we are registered under MSME and registered for the service covered under this tender AND any wrong declaration would be dealt by BCPL as per provision of tender                                                         | <b>YES /NO</b> |
| 25 |     | Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.                                                                                                                                              |                |
| 26 |     | Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid                                                                                                                   |                |
| 27 |     | SOR has been signed & filled up as quoted exactly in the same format of RFQ                                                                                                                                                                           |                |
| 28 |     | All items of each SOR has been quoted                                                                                                                                                                                                                 |                |
| 29 |     | Confirmation of compliance for Period of Contract: Period of contract shall be 1 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 St-am-p -----\_

### 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      | 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.                                                                                                                                                                                                                                                                                           |                    |    |                         |
| 2      | Have you enclosed Authority Letter/Power of Attorney for submission of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |    |                         |
| 3      | Have you enclosed No deviation form, duly filled signed & stamped.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |    |                         |
| 4      | Have you enclosed complete tender duly signed & stamped.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |    |                         |
| 5      | Have you enclosed Copy of PAN card                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                    |    |                         |
| 6      | Do you confirm that you will submit the cenvatable invoice if you get order.                                                                                                                                                                                                                                                                                                                                                                                                                                         |                    |    |                         |
| 7      | Have you submitted Corrigendum /Pre-bid queries                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |    |                         |
| 8      | Confirm if the following are submitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                    |    |                         |
| 9      | 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).                                                                                                                                                                                                                                 |                    |    |                         |
| 10     | Confirm that the following document is submitted depending on bidder's nature of firm: <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</li> </ol> |                    |    |                         |

|  |                                                                     |  |  |  |
|--|---------------------------------------------------------------------|--|--|--|
|  | PSU/Govt. Department )<br>5. Documentary evidence towards<br>MSME . |  |  |  |
|--|---------------------------------------------------------------------|--|--|--|

**SECTION III**  
**SPECIAL CONDITIONS OF CONTRACT [SCC]**

**SCC: Part –A**

**BID DOCUMENT FOR SERVICE ASSISTANCE IN VARIOUS OPERATIONAL ACTIVITIES AT BCPL, LAKWA.**

**TENDER NO: BCPL/DIB/C&P/SER/20150145/AJD**

**1.0 GENERAL:**

1.1 *The **Special Condition of Contract** shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.*

1.2 *Where any portion of the “**General Condition of Contract**” is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the “**General Conditions of Contract**” and shall to the extent of such repugnancy, or variations, prevail.*

1.3 *Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.*

1.4 *The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.*

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

**2.0 LOCATION:**

**Refer SCC-Part B of SECTION III**

**3.0 SCOPE OF WORK:**

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

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

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

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

**5.0 TERMS OF PAYMENT:**

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

**6.0 EARNEST MONEY:**

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

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **(5) FIVE MONTHS** from the date of opening of tender.

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

#### **7.0 INCOME TAX/SALES TAX/WORKS CONTRACT TAX:**

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

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

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

#### **8.0 SERVICE TAX:**

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

#### **9.0 SECURITY DEPOSIT:**

9.1 Security deposit @ 7.5% of Contract Value(7.5% of total contract value if the period is less than 1 year) has to be deposited within 10 (ten) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.

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

9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.

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

#### **10.0 TECHNICAL SPECIFICATION:**

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

#### **11.0 TESTS AND INSPECTION:**

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

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

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

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

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

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

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

#### **12.0 MEASUREMENT OF WORK:**

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

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

#### **13.0 DEFECT LIABILITY PERIOD:**

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

#### **14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:**

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

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

14.3 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and

augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.

**15.0 MOBILIZATION ADVANCE (M.A.):**

No mobilization advance is payable for this work.

**16.0 COMPENSATION FOR EXTENDED STAY:**

No compensation for extended stay is payable to contractor.

**17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):**

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

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

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

- a) Based on rates of machine and labor as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
- b) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.

**18.0 MISCELLANEOUS:**

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

**19.0 SUBMISSION OF TENDER DOCUMENTS:**

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

**20.0 SCHEDULE OF RATES:**

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

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

**21.0 COMPENSATION FOR DELAY:**

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

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

**22.0 TERMINATION OF CONTRACT:**

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

### **23.0 CONTRACT AGREEMENT:**

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

### **24.0 SUPERVISION OF WORK:**

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

### **25.0 CLEARANCE OF SITE:**

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

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

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

### **26.0 ADHERENCE TO SAFETY REGULATIONS:**

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

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

### **28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:**

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

### **29.0 CARE OF WORKS:**

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

### **30.0 DEFENCE OF SUITS:**

If any action in court is brought against the owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the contractor to perform any acts, matters, convenient or things under the contract or damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representative or his subcontractors or in connection with any claim based on lawful demand

of sub-contractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all loss, damages, expenses or decrease arising out of such action.

**31.0 ARBITRATION CLAUSE:**

31.1 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.

31.2 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.

31.3 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.

31.4 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.

31.5 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.

31.6 The venue of arbitration shall be Guwahati.

31.7 The award of the Arbitrator shall be final and binding on both the parties.

31.8 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.

**32.0 JURISDICTION:**

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

**33.0 SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT:**

33.1 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.

33.2 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.

33.3 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.

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

#### **34.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES**

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

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

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

#### **35.0 SUB LETTING OF WORK:**

No contractor shall sub let 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 sub lets 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.

#### **36.0 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.

#### **37. Other Guidelines for adherence to various labour legislations towards the contract**

- 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.

**SCC: PART -B****SPECIAL CONDITION OF CONTRACT/SCOPE OF WORK****SCOPE OF WORK AND SPECIAL CONDITIONS OF CONTRACT-TECHNICAL (SCC PART B)****1.0 DESCRIPTION OF WORK****1.1 INTRODUCTION**

Brahmaputra Cracker and Polymer Limited is presently in the process of setting up a Gas Processing Unit at Lakwa by modifying the earlier LPG Plant acquired from GAIL. The construction of the new plant is presently in progress. The Gas Processing Unit of BCPL at Lakwa shall be producing C2+ Liquid from Natural Gas to be supplied by ONGC, Lakwa and shall be having various sections like Gas Sweetening Section, C2+ Recovery Section/ Propylene Refrigeration, Boiler, DM Water Plant, Inert Gas Plant, Effluent Treatment Plant, Compressed Air Unit, C2+ Liquid storage bullets, Dispatch Terminal, Drinking Water Plant & Laboratory etc.

The construction of the plant is being executed by contractor under supervision of EIL. Mechanical Construction of the various units is expected to be completed by end of June 2015. The pre-commissioning activities are expected to commence from approximately mid June 2015 in sequential order as and when various sections are mechanically completed and Format III is received from EIL. After completion of the pre-commissioning activities the plant shall be commissioned.

Operational Assistance shall be required in different sections of the plant for pre-commissioning and commissioning activities and thereafter on round the clock basis in shifts for regular Operation & Maintenance activities during normal running of the plant. The activities during pre-commissioning shall involve activities like water flushing, air drying/ purging, steam blowing, card board blasting, chemical treatment etc. Thereafter the commissioning of plant shall involve activities of startup of various rotary equipments like pumps, compressors, turbines and startup of the plant for the first time for production of C2+ Liquid.

Subsequent to commissioning of the plant, operational assistance shall be required in monitoring of parameters at field, various field operational activities, handling emergency, startup and shutdown of the plant and maintaining process parameters from field as per instruction of Control Room personnel. Further assistance shall also be required to collect samples of gas, products and various chemicals on regular basis for analysis in the Laboratory.

The scope of the Service Contract for Operational Assistance will require the contractor to deploy sufficient numbers of skilled and semi-skilled manpower in the sections for jobs mentioned below.

**2.0 SCOPE OF WORK****A) Gas Sweetening Unit:**

- a) Skilled assistance required in shifts (three shifts a day) for round the clock.

- b) **Assistance in carrying out of Pre-commissioning activities in the Gas Sweetening Section like Cardboard blasting, Chemical Cleaning, Steam Blowing, Water Flushing, Air Purging of various lines.**
- c) **Assistance in commissioning of the Amine Circuit by commissioning the Amine Pumps establishing the amine circulation through Absorber, Flash Drum, Regenerator and Amine Tank etc. Assistance in commissioning of the Gas Circuit through Absorber, Water Wash Column etc. Assistance in commissioning of Water through Water Wash Column. Assistance in commissioning of other auxiliary circuits like Amine Filtration and Anti Foam Dosing.**
- d) To assist in monitoring and operation of pumps, Heat Exchanger, vessels like Absorber, Flash Drum, Regenerator, Water Wash Column etc, loading of Amine in the tank, running of antifoam pumps for dosing of antifoam agent in amine, running of side stream filtration of Amine. Further assistance shall be required during startup, shutdown, and troubleshooting as per instruction of engineer / control room and to assist other miscellaneous operational jobs in field which may not be mentioned above.
- e) The personnel are to be deployed in General Shift during the Pre-commissioning and Commissioning Stage and post commissioning of the section will be required to be deployed in shifts on round the clock basis.

**B) C2+ Recovery Section/ Refrigeration Section**

- a) Skilled assistance required in shifts (three shifts a day) for round the clock.
- b) **Assistance in carrying out of Pre-commissioning activities in the C2+ Recovery Section & Refrigeration section like Cardboard blasting, Chemical Cleaning, Steam Blowing, Water Flushing, Air Purging of various lines.**
- c) **Assistance in commissioning of the C2+ Liquid and Propylene Circuit by commissioning the Pumps through Chillers, Expander, HP Separator, LP Separator, Demethanizer, Propylene compressor, fin fan coolers and other exchangers etc. Assistance in commissioning of the Gas Circuit through Gas Turbine Compressor, Expander Compressor, Dryer, Chiller, various KODs, HP Separator, LP Separator, Demethanizer, Overhead condenser and Reboiler.**
- d) To assist in monitoring and operation of pumps, Heat Exchanger, vessels like Absorber, Flash Drum, Regenerator, Water Wash Column etc, loading of Amine in the tank, running of antifoam pumps for dosing of antifoam agent in amine, running of side stream filtration of Amine. Further assistance shall be required during startup, shutdown, and troubleshooting as per instruction of engineer / control room and to assist other miscellaneous operational jobs in field which may not be mentioned above.

- e) The personnel are to be deployed in General Shift during the Pre-commissioning and Commissioning Stage and post commissioning of the section will be required to be deployed in shifts on round the clock basis.

**C)LABORATORY:**

- a) **Skilled assistance required in shifts (three shifts a day) for round the clock.**
- b) **To assist the Laboratory for discharging Quality checking activities of the Plant. The person deployed should be B.Sc graduate having minimum two years' experience and should have knowledge of operating Gas chromatograph and other Chemical Laboratory equipment. All jobs related to collecting samples, weathering testing etc. are to be done as per instruction by Laboratory Incharge.**

**D) BOILER AND DM PLANT/NITROGEN AND AIR PLANT/ EFFLUENT TREATMENT PLANT/ C2+ BULLET STORAGE/ DISPATCH TERMINAL/SERVICE WATER AND DRINKING WATER SYSTEM**

- a) **Skilled assistance required in shifts (three shifts a day) for round the clock.**
- b) **Assistance in carrying out of Pre-commissioning activities in the Boiler and D M Plant like Steam Blowing, Water Flushing, Air Purging, Chemical Cleaning etc of various lines.**
- c) To assist operation of Boiler and DM (De-mineralization) Water Plant by preparing salt solutions, dosing of chemicals, treatment of water for removing hardness and maintaining the required pH along with safe boiler related operations.
- d) To assist in the Operation of Nitrogen and compressed air plant, C2+ Bullets and dispatch pumps, Effluent treatment pumps, Drinking Water pumps at Plant and CISF colony. The Nitrogen and compressed air plant requires the startup, shutdown down and changeover of various compressors and monitoring compressor parameters. The Effluent treatment plant contains treating of effluent water using skimmer and pumps. The C2+ bullets and dispatch terminal consists of running of dispatch pumps and monitoring bullet parameters. The service water and drinking water system in the plant and CISF colony consists of Iron removal Systems. The job involves the preparation of brine solution, monitoring the concentration of Free Chlorine in drinking water and back Washing/Regeneration of Iron removal units.

**F) LIASONING WITH MCR/LAB/ONGC ETC:**

Semi-Skilled assistance required in general shift hours (0800 Hrs – 1630 Hrs) at two locations.

The job involves assistance in liasoning with MCR, LABORATORY, ONGC, DWP to carry job orders, safety permits, laboratory reports and inter departmental communications etc.

### **G) MISCELLANEOUS JOBS:**

During the period of shut down, pre-commissioning, commissioning and in normal operation of the plant and in other occasions there may be requirement of additional manpower for skilled nature. 2-3 days advance intimation would be provided. Rate may be provided on mandays basis for skilled service assistances in the price bids for such additional jobs.

### **H) PERSONNEL DEPLOYMENT**

The Personnel to be deployed as skilled should be B. Sc. Graduate/ Diploma in Chemical Engineering having minimum two years relevant experience or ITI with 5 years working experience and should have knowledge of operating Hazardous Chemical Plant. The Personnel to be deployed as semi-skilled should be minimum Higher Secondary/ BA Pass with minimum 2 years' experience. The person to be deployed in shifts in Laboratory should be B.Sc graduate having minimum two years' experience and should have knowledge of operating Gas chromatograph and other Chemical Laboratory equipments.

#### **3.0**

#### **4.0 SCHEDULE OF RATE:**

3.0.1 (a) Schedule of rates are to be provided in 'PRICE BID' by the tenderer. While quoting the rates following point is be kept in mind.

The bidder should quote rate for different areas as given above.

3.0.1. (b) Evaluation Methodology of Price bids:

Price bid of techno commercial acceptable bidder shall be evaluated on overall basis.

The bidders are expected to quote their rate for each item after careful analysis of cost involved for the performance of the complete item considering all specifications and conditions of contract and ensure minimum statutory payment through out the contract period. In case it is observed that the rates quoted by the bidder for any item is unusually low and accordingly their quoted overall price are unusually low so as not to fulfill minimum statutory payment criteria for entire period of contract, it will be sufficient cause for the rejection of such bid unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such unusually lower rate (s) to be furnished by the bidder (on demand).

Therefore bidders are requested not to quote their price unusually lower and their quoted price should be not less than 5% of (minimum wages applicable from time to time + PF @ 13.61% + BONUS @ 8.33% + SAFETY KIT as applicable) to be computed by the bidder per month per skilled & semi-skilled service assistances except service tax.

SAFETY KIT details as follows:

| SL.NO | DESCRIPTION           | NOS.          |
|-------|-----------------------|---------------|
| 1     | FULL SWEATER/ JACKET  | ONE EACH      |
| 2     | FULL TROUSER (COTTON) | ONE PAIR EACH |

|   |                     |               |
|---|---------------------|---------------|
| 3 | FULL SHIRT (COTTON) | ONE PAIR EACH |
| 4 | SAFETY SHOES        | ONE PAIR EACH |
| 5 | SOCKS               | TWO PAIR EACH |
| 6 | HELMET              | ONE EACH      |

## **5.0 DURATION OF CONTRACT :**

- 5.1 The duration of the contract shall be initially for a period of **(01) ONE year** with effect from the date of award of work and extendable for another Three Months (03 Months) on the same terms and conditions on discretion of BCPL.
- 5.2 Bidder should nominate a supervisor to ensure proper placement of his employees shift wise on shift basis, compliance of safety norms and statutory requirements by his deployed services.

## **6.0 PAYMENT TERMS :**

- 6.1 Monthly running account bills in duplicate to be submitted in respect of different area separately by the contractor for certification by Engineer Incharge. The bills are to be duly certified by Engineer Incharge or a person authorized by him. Payment would be released by BCPL Finance Department electronically by e-banking.
- 6.2 The above payments of running account bills shall be regarded as payment for work actually done and completed.
- 5.3 The final bill shall be submitted by the contractor within a month from the date of completion of the contract and payment of final bill shall be made to the contractor with in 90 days of submission of bill.

## **6.0 Penalty:**

- 6.1 Considering the hazardous nature of the job, it is felt that the contractor shall get the job done through persons having relevant qualification and adequate experience during the contract period as per para 2.0 H) above for carrying out the job as & when required. Suitable replacement shall be made by the contractor.
- 6.2 Activities of laboratory, C2+ Recovery Unit Area, Refrigeration Area, Gas Sweetening Area, Boiler, D M Plant, Service Water, Air & Nitrogen Plant, ETP, Storage & Dispatch terminal and Drinking water plant are carried out on round the clock basis in shifts (three shifts a day) throughout the year.
- 6.3 If due to any reasons whatever attributed to contractor, the job suffers / interrupted for particular period, in particular section, a penal recovery on pro rata basis at **DOUBLE THE RATE** of the amount quoted for that section will be calculated on daily basis will be made applicable for the duration of such interruption. The decision of our Engineer In-Charge shall

be final and binding to the contractor in this regard. This will be in addition to other actions that may be taken be us as deemed necessary.

## **7.0 LEGAL & STATUTORY RESPONSIBILITY OF THE CONTRACTOR :**

- 7.1 The contractor is required to obtain License under the provisions of CL (R&A) Act, 1970 and rules framed there under from the office of Asst. Labor Commissioner (Central Ministry of Labor, Govt. of India), Dibrugarh, Assam.
- 7.2 The contractor is bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, ESI Act 1948, Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen's Compensation Act 1923 the Contract Labour (R&A) Act, 1970 and other relevant Acts, Rules and Regulations in force from time to time.
- 7.3 The contractor is responsible for necessary contributions towards PF, Family Pension, ESIC, or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel deployed by the Contractor for rendering service to BCPL and shall deposit the required amounts with the concerned authorities on or before due dates. Each contractor shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and contributions to the provident Fund. The contractor shall also be responsible for payment of any administration/inspection charge thereof. Wherever applicable, in respect of the personnel deployed by him relating to the work of BCPL. The Contractors shall also submit the proof of depositing the Provident Fund contributions of both employer and employees working under him in the contract.
- 7.4 The contractor shall regularly submit all relevant records/documents in this regard to BCPL representative for verification and upon such satisfaction only, BCPL shall made payment of monthly running account bills of the contractor to the contractor.
- 7.5 The contractor shall ensure and will be solely responsible for payment for wages and other dues latest by 7<sup>th</sup> of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the Company against all charges, actions, suits, losses, claims, dues, proceedings etc. arising out of disputes relating to the dues and employment of personnel deployed by him, and as mentioned in clause 7.1. to 7.4 above.
- 7.6 The contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- 7.7 The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- 7.8 The Contractors shall indemnify and keep the owner harmless of all claims, damages or compensation payable at law in respect or in consequence of any accident or damage arising under or by reason of this agreement or execution of contract.
- 7.9 The Contractors shall arrange and keep valid insurance policy towards workmen compensation insurance policy for their personnel deployed at site covering all risks of accidents arising out of and in course of employment under W.C. Act 1923. A copy of such insurance policy must be submitted to BCPL for records.
- 7.10 The contractor must be allotted a separate PF code to the RPFC as required under EPF & MP Act 1952.

- 7.11 Contractor is required to submit copies of Electronic Challan cum Return (ECR)/ Electronic Challan along with online updated list of contract workers/ members for the proof of remittance of PF and ESI contributions with respective authorities for the contract workers engaged by him in BCPL while submitting monthly bills.

## **8.0 OTHER CONDITIONS OF CONTRACT**

- 8.1 No Bidder can claim his ignorance regarding terms and conditions.
- 8.2 Bidders to make themselves fully aware of the scope of work, quantum of job involved before bidding.
- 8.3 The bidder must supply a planned schedule of commencement of work of each work area.
- 8.4 The personnel deployed for operational assistance should be in the rule of the contractor and should be adequately qualified and experienced to discharge the contractual obligations effectively. The personnel deployed shall adhere to BCPL timings or as asked by the Engineer-in-charge.
- 8.5 The contractor has to ensure that the personnel deployed by him are provided with & use necessary Personal Protective Equipments (PPEs) and safety appliances so as to ensure safety while execution of jobs. The PPEs to be used by the personnel deployed by the contractor has to be duly certified by the authorized representative of BCPL's Fire & Safety Department.
- 8.6 The contractor and personnel deployed by the contractor shall adhere to safe operating practices and guard against hazardous and unsafe working conditions and shall comply with BCPL's safety norms.
- 8.7 The contractor shall comply with all labour laws/ regulations coming under the purview of the factories act.
- 8.8 The supervision of the personnel shall be done by the contractor/ contracting firm through their authorized representative and the name of the supervisor to be intimated to Engineer-in-charge at the start of the contract.
- 8.9 The personnel deployed for operational assistance shall do all the jobs as per the instruction of Engineer-in-charge or the authorized representatives.
- 8.10 In case BCPL asks for replacement of personnel the contractor shall provide the same within 72 hrs of intimation in writing.
- 8.11 The personnel to be deputed by the contractor shall observe all security, fire & safety rules of BCPL while at site.
- 8.12 Contractor shall ensure due compliance with the provisions of the relevant minimum wages act, payment of wages act, contract labor (Regulations & Abolition) act, Employees Provident Fund act, Labor migration act and other industrial laws in force.
- 8.13 Transportation boarding and lodging arrangements for contractor's personnel to be made by the contractor at his own cost. BCPL will not provide any such arrangement both inside and outside the plant premises.
- 8.14 The contractor shall deploy minimum requisite manpower for operational assistance in GSU, C2+ Recovery/ Refrigeration Unit, Boiler & DM Plant, Laboratory, nitrogen and air plant/ effluent treatment plant/ C2+ bullet storage/ dispatch terminal/service water and drinking water system as per the attached Schedule of Rates (SOR)
- 8.15 As per the instruction of the EIC, the contractor shall deploy additional qualified and competent personnel for operational assistance if and when required.
- 8.16 The contractor/ contracting firm shall ensure round the clock availability of the supervisor to be contacted during the shift operation for issues related to manpower deployment.

- 8.17 Supervisor shall intimate the number of personnel reported on duty each shift to the Shift-in-charges.
- 8.18 To carry out the smooth shift operation the contractor shall ensure the proper supervision regarding the deployment of required number of their personnel at each specified locations in each shift.
- 8.19 The Contractor/ Contracting Firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to workers or the third person including loss of property of owner/ BCPL or to some other agency.
- 8.20 In case of any accident resulting in injury or death of personnel deployed by the contractor during execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount etc. to the person injured/ next kin of the deceased. Contractor shall indemnify BCPL from such liabilities.
- 8.21 The contractor/ contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/ Contracting Firm shall get the medical examination done of all the personnel through Government Hospital/ Government Doctor before deployment.
- 8.22 No worker of contractor/ contracting firm and contractor himself are allowed to consume alcoholic drinks or any other intoxicants within the plant premises. If found under the influence of any intoxicant the contractor/ contracting firm shall have to replace the personnel failing which BCPL may terminate the contract.
- 8.23 The Contractor/ Contracting Firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc brought by any court, competent authority/ statutory authority against any act or acts of the contractor/ contracting firm or his workers.
- 8.24 The Contractor/ Contracting Firm shall deploy the workers after verification of their character and antecedents. In case any worker is found to be having criminal record, he shall have to be immediately replaced without any delay.
- 8.25 The persons to be deployed should be on rolls of the contractor/ contracting firm.
- 8.26 The contractor/ contracting firm shall also be responsible for obtaining gate passes from CISF in respect to all its personnel.
- 8.27 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 found indulging in such activities he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- 8.28 The contractor/ contracting firm shall be required to obtain labor license from Assistant Labor Commissioner, Dibrugarh, Assam if he engages 20 or more workmen/ labors.
- 8.29 The contractor/ contracting firm shall pay the wages to the workers latest by 7<sup>th</sup> of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional Assistant Labor Commissioner, Dibrugarh, Assam from time to time through e-banking or cheque.
- 8.30 The contractor/ contracting firm shall be liable to pay bonus to his workmen @ the applicable rate and whenever applicable.
- 8.31 The contractor/ contracting firm shall be required to deposit contribution towards Provident Fund, Pension, ESI if applicable or any other statutory payments to be made in respect to the workers deployed well in time and submit a copy of the challan to owner/ EIC in monthly/ quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along with penalty as per provisions of the applicable act.
- 8.32 The contractor/ contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 if he deploys and engages labors from states other than Assam.

- 8.33 The contractor/ contracting firm shall strictly comply with the various provisions of the Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labor (Regulation and Abolition) Act, 1970, Employees Provident Fund and Miscellaneous Provisions Act, 1952 etc. and other labor legislations as in existence in India and as amended from time to time.

The contractor shall be required to furnish proof/ copies of forms/ returns as per the checklist attached hereto (for confirming fulfillment of operational assistance of requisite manpower in each plant as per attached SOR) every month, along with the monthly bills to the EIC. The checklist is indicative for monthly bills only and other forms/ returns as required under various acts shall be required to be filed/ maintained by the contractor himself regularly.

- 8.34 Scope of Work can be reduced at any time by off-loading or removing one or more groups from the SOR as per site requirements with notice period of 7 days.

## **9.0 SAFETY AT SITE:**

- 9.1 The contractor shall ensure that all such contract workmen who will be positioned to extent the service are required to wear Cotton Uniform and safety goggles including helmets, hand gloves and safety shoes. These shall be provided by the contractor at their own cost.
- 9.2 No such person shall be allowed to perform duty without safety gears and other safety items otherwise penalty shall be imposed at the rate of Rs. 200/- (Rupees two hundred only) per instances of lapse. The decision of engineer-in-charge regarding this is final and binding.
- 9.3 Contractor shall ensure that his staff follows safety rules, regulations & guidelines of BCPL and adheres to strict discipline.

## **10.0 Termination of contract:**

The contract can be terminated with notice of one month due to failure of non compliance of statutory requirement, non compliance of safety & security norms, poor performance in services rendered and not fulfilling the contract conditions by bidder.

## **SECTION IV**

**GENERAL CONDITIONS OF CONTRACT**

**(ATTACHED SEPARATLY)**

**SECTION V**

**SCHEDULE OF RATE**  
**(ATTACHED SEPARATLY)**