



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

TENDER NO.: BCPL/DIB/C&P/SER/20120114/MD dated 22/10/2012

BID DOCUMENT

FOR

NAME OF WORK :

STRUCTURAL DESIGNING, PROVIDING DETAIL ENGINEERING INCLUDING COST ESTIMATION, ARCHITECTURAL PLANNING, CONSTRUCTION PLANNING, PROJECT MANAGEMENT SERVICES FOR CONSTRUCTION OF ADDITIONAL INFRASTRUCTURE AT CISF TOWNSHIP, COMPRISING 60 QUARTERS (44-A TYPE, 12-B TYPE & 4-C TYPE), SUBORDINATE OFFICER'S BARRACK (FOR 14 PERSONNEL), QUARTER MASTER STORE, STAFF WELFARE CENTRE, RECREATION ROOM, PARK & PLAYGROUND ALONG WITH RELATED FACILITIES AT LEPETKATA DIBRUGARH, ASSAM FOR CISF PERSONNEL.

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

CUT-OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN

NAME OF WORK: **STRUCTURAL DESIGNING, PROVIDING DETAIL ENGINEERING INCLUDING COST ESTIMATION, ARCHITECTURAL PLANNING, CONSTRUCTION PLANNING, PROJECT MANAGEMENT SERVICES FOR CONSTRUCTION OF ADDITIONAL INFRASTRUCTURE AT CISF TOWNSHIP, COMPRISING 60 QUARTERS (44-A TYPE, 12-B TYPE & 4-C TYPE), SUBORDINATE OFFICER'S BARRACK (FOR 14 PERSONNEL), QUARTER MASTER STORE, STAFF WELFARE CENTRE, RECREATION ROOM, PARK & PLAYGROUND ALONG WITH RELATED FACILITIES AT LEPETKATA DIBRUGARH, ASSAM FOR CISF PERSONNEL**

TENDER NO. : **BCPL/DIB/C&P/SER/20120114/MD**

SUBMISSION DUE DATE : **20/11/2012 AT 14.30 HRS.**
& TIME

FROM:

TO:

Name:

Address:

SR. MANAGER (C&P)
CENTRAL WARE HOUSE
BCPL PROJECT SITE, LEPETKATA
DIBRUGARH-786006
ASSAM

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

REQUEST FOR QUOTATION

(Tender no. BCPL/DIB/C&P/SER/2012114/MD)

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

A)	NAME OF WORK	:	STRUCTURAL DESIGNING, PROVIDING DETAIL ENGINEERING INCLUDING COST ESTIMATION, ARCHITECTURAL PLANNING, CONSTRUCTION PLANNING, PROJECT MANAGEMENT SERVICES FOR CONSTRUCTION OF ADDITIONAL INFRASTRUCTURE AT CISF TOWNSHIP, COMPRISING 60 QUARTERS (44-A TYPE, 12-B TYPE & 4-C TYPE), SUBORDINATE OFFICER'S BARRACK (FOR 14 PERSONNEL), QUARTER MASTER STORE, STAFF WELFARE CENTRE, RECREATION ROOM, PARK & PLAYGROUND ALONG WITH RELATED FACILITIES AT LEPETKATA DIBRUGARH, ASSAM FOR CISF PERSONNEL
B)	CONTRACT PERIOD	:	17 MONTHS
C)	BIDDING DOCUMENT FEE (NON REFUNDABLE)	:	NOT APPLICABLE
D)	EARNEST MONEY DEPOSIT	:	NOT APPLICABLE
E)	PRE-BID CONFERENCE	:	AT. 15.00 Hrs on 12/11/2012, in CENTRAL WARE HOUSE BCPL office at Dibrugarh.
F)	DATE & TIME FOR RECEIPT OF BID	:	20/11/2012 up to 14.30 Hrs.
G)	DATE & TIME FOR OPENING OF BID	:	20/11/2012 at 15.00 Hrs. in the presence of bidder's representatives.
H)	PLACE & SUBMISSION OF BID	:	SR. MANAGER (C&P), CENTRAL WARE HOUSE, BCPL PROJECT SITE PO – BARBARUAH, LEPETKATA-786006 DIBRUGARH, ASSAM

The complete bidding document is also available on the website of GAIL (www.gailonline.com) and BCPL (www.bcplonline.co.in), bidders and desirous may submit their bid along with the Techno-Commercial Bid.

SUBMISSION OF BIDS:

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

- a) PART – I : TECHNICAL AND UNPRICED COMMERCIAL PART**
- b) PART – II: PRICE PART**

PART – I of the bid shall contain the following:

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

PART – II of the bid shall contain the following:

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

BID EVALUATION CRITERIA (BEC):

Technical:

1. Bidder must have completed at least one work of similar nature involving Engineering & Project Management Consultancy for construction of buildings in preceding last 05 years reckoned from due date of submission of bids having minimum total consultancy fee received not less than Rs. 18.0 lac. in a single order.
2. Bidders should have valid registration with Council of Architects.
3. The evaluation of all the responsive bids shall be done on overall lowest techno-commercially acceptable basis.
4. A job executed by a bidder for its own in-house purpose / sister concern / subsidiary cannot be considered as experience for the purpose of meeting BEC.

Financial:

The minimum annual turnover of the bidder should be Rs. 18.0 Lac. in any of the preceding 03 (three) financial years (FY 2009-10, 2010-11 & 2011-12).

To comply the above BEC, bidders must submit the copies of all relevant certificates / documentary evidences like client certificate towards execution of job along with copy of the work order, Audited profit & Loss Account and Balance Sheet etc. All documents must be duly **attested by Gazetted Officer / notary public**.

- 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”.

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

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

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

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

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

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

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

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

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

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

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

Thanking you,

M J DUARAH
DY. MANAGER (CONTRACTS & PROCUREMENT)
For **BRAHMAPUTRA CRACKER & POLYMER LIMITED,**
mjduarah@bcplindia.co.in
0373-2914611

NOTE:

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

EXHIBIT 'A'**CONFIRMATION OF BIDDERS FOR MEETING BEC AND OTHER REQUIREMENTS OF TENDER**

NAME OF WORK	:	STRUCTURAL DESIGNING, PROVIDING DETAIL ENGINEERING INCLUDING COST ESTIMATION, ARCHITECTURAL PLANNING, CONSTRUCTION PLANNING, PROJECT MANAGEMENT SERVICES FOR CONSTRUCTION OF ADDITIONAL INFRASTRUCTURE AT CISF TOWNSHIP, COMPRISING 60 QUARTERS (44-A TYPE, 12-B TYPE & 4-C TYPE), SUBORDINATE OFFICER'S BARRACK (FOR 14 PERSONNEL), QUARTER MASTER STORE, STAFF WELFARE CENTRE, RECREATION ROOM, PARK & PLAYGROUND ALONG WITH RELATED FACILITIES AT LEPETKATA DIBRUGARH, ASSAM FOR CISF PERSONNEL
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TENDER NO: BCPL/DIB/C&P/SER/20120114/MD

SN	TENDER REQUIREMENT	BIDDER'S REPLY / CONFIRMATION
1	Bidder must have completed at least one work of similar nature involving Engineering & Project Management Consultancy for construction of buildings in preceding last 05 years reckoned from due date of submission of bids having minimum total consultancy fee received not less than Rs. 18.0 lac. in a single order. Bidders should have valid registration with Council of Architects. The evaluation of all the responsive bids shall be done on overall lowest techno-commercially acceptable basis. A job executed by a bidder for its own in-house purpose / sister concern / subsidiary cannot be considered as experience for the purpose of meeting BEC.	Reference of attested copies of documents furnished: 1.
2	The minimum annual turnover of the bidder should be Rs. 18.0 Lac. in any of the preceding 03 (three) financial years (FY 2009-10, 2010-11 & 2011-12).	Reference of attested copies of documents furnished
3	Affidavit duly notarized, as per clause no. 29.0 of ITB	Reference of document
4	Power of Attorney in favour of person who has signed the offer in stamp paper of appropriate value.	Reference of document

5	An undertaking by the bidders (who quotes by down loading the tender from web site) as instructed in the Page no.3 of RFQ.	Reference of document furnished 1.
6	Attested copy of PAN Card	
7	The evaluation of all responsive bids shall be done on overall lowest Techno-Commercially acceptable basis.	

Note:

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

Date:

Bidder's signature_____

CHECK LIST FOR SUBMISSION OF DOCUMENTS

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

Please tick the box and ensure compliance:

SL. NO.	DETAILS OF DOCUMENTS	BIDDER'S CONFIRMATION
02.	SUBMISSION OF DOCUMENTS AS PER EXHIBIT 'A' DULY FILLED IN SUBMITTED.	
03.	VALIDITY OF OFFER IS UP TO FOUR (04) MONTHS FROM THE DATE OF SUBMISSION OF TECHNO-COMMERCIAL PART.	YES VALID UPTO: _____
04.	POWER OF ATTORNEY IN FAVOUR OF PERSON WHO HAS SIGNED THE OFFER IN STAMP PAPER OF APPROPRIATE VALUE.	
05.	PARTNERSHIP DEED IN CASE OF PARTNERSHIP FIRM AND ARTICLES OF ASSOCIATION IN CASE OF	
07.	ORIGINAL BIDDING DOCUMENT ALONG WITH BLANK (UN-PRICED) COPY (2 NOS) OF PRICE BID	
08.	NO DEVIATION CONFIRMATION IN THE PROFORMA ENCLOSED.	
09.	AFFIDAVIT DULY NOTARIZED, AS PER CLAUSE NO. 29.0 OF INSTRUCTION TO BIDDER.	
10.	ALL PAGES / DOCUMENTS ARE STAMPED AND SIGNED BY THE AUTHORIZED SIGNATORY OF THE BIDDER TOWARDS ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER.	
11.	COPY OF PAN CARD DULY ATTESTED.	

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____

FORM - 1
ANNUAL TURNOVER

Annual Turnover data for the last 3 years:

YEAR	AMOUNT
YEAR I: FINANCIAL YEAR : 2010-2011	
YEAR 2: FINANCIAL YEAR : 2009-2010	
YEAR 3: FINANCIAL YEAR : 2008-2009	

1. The information supplied should be the Annual Turnover of the bidder.
2. A brief note should be appended describing thereby details of turnover as per audited results.

For submission of audited annual reports including audited balance sheet, profit & loss account etc., the preceding three years covers the FY 2009-10, 2010-11 & 2011-12.. Similarly, latest Audited Financial Statement means FY 2011-12 .

SEAL AND SIGNATURE OF THE BIDDER

FORM – II

FINANCIAL SITUATION

BIDDER MUST FILL THIS FORM

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR

DESCRIPTION	FINANCIAL YEAR- 2010-2011 AMOUNT
1. CURRENT ASSETS	
2. CURRENT LIABILITIES	
3. WORKING CAPITAL (CURRENT ASSETS LESS CURRENT LIABILITIES)	
4. NET WORTH OWNERS FUNDS (PAID UP SHARE CAPITAL AND FREE RESERVES & SURPLUS) (NW)	
5. PROFITS BEFORE TAXES (PBT)	
6. RETURN. ON EQUITY (PBT / NW) X 100	

1. Attached are copies of the audited balance sheets, including all related notes and income statement for the **last Audited Financial year**, as indicated above, complying with the following conditions:-
 - All such documents reflect the financial situation of the bidder
 - Historic financial statements must be audited by a certified accountant.
 - Historic financial statements must be complete, including all notes to the financial statements.
 - Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)

For submission of audited annual reports including audited balance sheet, profit & loss account etc., the preceding three years covers the FY 2009-10, 2010-11 & 2011-12.. Similarly, latest Audited Financial Statement means FY 2011-12 .

SEAL AND SIGNATURE OF BIDDER

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
Sr. Manager (C&P)
CENTRAL WARE HOUSE
BCPL Project Site
Lepetkata-786006
Dibrugarh, Assam

SUBJECT: TENDER NO.: BCPL/DIB/C&P/SER/**20120114/MD**

Dear Sir,

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

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

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

(i) Postal Address with PIN Code :

.....

.....

(ii) Telephone Number :

(iii) Telefax Number :

(iv) Contact Person :

(v) E-mail Address :

(vi) Mobile Number :

B) Details of Contact person:

(i) Postal Address with PIN Code:

.....

.....

(ii) Telephone Number :

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

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

Reasons for non-submission of bid:

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

CERTIFICATE FROM BIDDER / STATUTORY AUDITOR/CHARTERED ACCOUNTANT

(ALL THE CERTIFICATES SHOULD BE IN LETTER HEADS OF RESPECTIVE BIDDER / STATUTORY AUDITOR/CHARTERED ACCOUNTANT)

- (i) Covering letter from Statutory Auditor/Chartered Accountant.
- (ii) Format-A for Ownership/Possession of Equipment/Vehicles.
- (iii) Format-B for Financial Capacity and Experience Criteria for Hiring of Legal or similar consultant.
- (iv) Format-C for Details of Similar Supply of Goods. Works/Services in past 05 years and certification from a Chartered Accountant in case audit of accounts is not mandatory as per Law (present ceiling of Annual Turnover is ` . 40 Lakhs in India).
- (v) Format-D for Details of Similar Supply of Goods/Works/Services in past 05 years and certification from a Statutory Auditor who audits Annual accounts of bidder.
- (vi) Format-E for Details of Financial Capability of the bidder.

(COVERING LETTER ON LETTER HEAD)

To,

Date:

Sub: Certificate regarding.....

Dear Sir,

We..... (Name of Statutory Auditor/Chartered Accountant) are the Statutory Auditor/Chartered Accountant of M/s..... (name of bidder).

We hereby confirm that we have issued following certificate:

- 1.
- 2.
- 3.

Thanking You,

Place
Date

(Signature)
Name of Authorized Signatory
Membership no.:

Encl: As above

Note:

Bidder whose accounts are not audited by auditors as per Law/Jurisdiction, certification from a Chartered Accountant to be submitted.

(ON THE LETTER HEAD)

FORMAT-A

FORMAT FOR CERTIFICATION FROM STATUTORY AUDITOR/CHARTERED ACCOUNTANT* (FOR OWNERSHIP/POSSESSION OF EQUIPMENT/VEHICLES)

Certificate from the Statutory Auditor/Chartered Accountant* regarding Ownership/Possession

Based on the books of accounts and other published information authenticated by.....(name of the Bidder), this is to certify that.....(name of the Bidder) located at.....(address) owns the title/possess (strike out whichever is not applicable) the equipment/vehicles as per enclosed list.

Further, M/s..... (Name of the Bidder) have been undertaking.....services/operations (name of the services) since..... (Mention the number of years in operation).

Name of Audit Firm/
Signatory]

Chartered Accountant
Date:

[Signature of Authorized

Name:
Designation:
Seal:
Membership no.

Note:

- (i) List of Equipment owned by the bidder to be enclosed along with certificate must indicate capacity/make/model etc. Further the list should also be signed by the Statutory Auditor/Chartered Accountant* who is issuing the above certificate.
- (ii) List of Vehicles owned by the bidder to be enclosed along with certificate must indicate Registration number/make/model/year etc. Further the list should also be signed by the Statutory Auditor/Chartered Accountant* who is issuing the above certificate.
- (iii) *Bidder whose accounts are not audited by auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.

FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR/CHARTERED ACCOUNTANT* (APPLICABLE FOR HIRING OF LEGAL OR SIMILAR CONSULTANTS)

i) FORMAT FOR ASCERTAINING THE FINANCIAL CAPACITY OF THE CONSULTANT:

S. N.	FINANCIAL YEAR	CONSULTANCY REVENUE/TURN OVER (SPECIFY CURRENCY AND AMOUNT)
1.		
2.		
3.		

Certificate from the Statutory Auditor/Chartered Accountant*

This is to certify that.....(name of the Bidder) has Consultancy Revenue/Turn over in the respective years as shown above.

Name of Audit Firm/:	[Signature of Authorized Signatory]
Chartered Accountant	Name:
Date:	Designation:
	Seal:
	Membership no.

* Bidder whose accounts are not audited by auditors as per Law/Jurisdiction., certification from a Chartered Accountant to be submitted.

ii) Format for ascertaining the Experience Criteria of Consultant#:

S.N.	NAME OF CLIENT	NAME OF JOB/CONTRACT	ESTIMATED VALUE OF CONTRACT (SPECIFY CURRENCY & AMOUNT)	PAYMENT OF CONSULTANCY REVENUE RECEIVED BY THE APPLICANT (SPECIFY CURRENCY & AMOUNT) (IF APPLICABLE)
(1)*	(2)	(3)	(4)	(5)
1				
2				
3				

Applicant should provide details of only that Consultancy Job that have been undertaken by it under its own name.

* The names and chronology of Consultancy Job included here should conform to the project-wise details.

CONTINUE FORMAT-B

Certificate from the Statutory Auditor/Chartered Accountant*

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/or the client.

Name of Audit Firm/:
Chartered Accountant
Date:

[Signature of Authorized Signatory]

Name:
Designation:
Seal:
Membership no.

- * Bidder whose accounts are not audited by auditors as per Law/Jurisdiction, certification from a Chartered Accountant to be submitted.

FORMAT FOR CERTIFICATE FROM CHARTERED ACCOUNTANT FOR DETAILS OF SIMILAR SUPPLY OF GOODS/WORKS/SERVICES IN PAST 07 YEARS.

(Applicable for cases where bidder's account are not audited by Statutory Auditor as per Law/Jurisdiction)

NAME OF THE WORK	
NAME, ADDRESS AND CONTACT DETAILS OF CLIENT	
P.O. / W.O NO.	
SCOPE OF WORK OF BIDDER	
DATE OF COMMENCEMENT OF THE PROJECT/WORK	
DATE OF COMPLETION OF THE PROJECT/WORK	
TOTAL EXECUTED VALUE FROM THE PROJECT/WORK (SPECIFY CURRENCY AND AMOUNT)	

- (i) Copies of Letter of awards/Order/Work Orders and completion certificate (in case of works/services) or IRN/Proof of delivery (in case of supplies, if applicable) to be enclosed.
- (ii) The Supply/Work/Services completed earlier than 07 years need not be indicated here.
- (iii) The list of Supply/Work/Services, not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Date:

Place:

FORMAT FOR CERTIFICATION BY CHARTERED ACCOUNTANT

Certificate from the Chartered Accountant regarding Supply of Good/Works/Services	
Based on its books of accounts and other published information authenticated by it, (this is to certify that LOA/PO/WO No.....dated.....was awarded to.....(name of the Bidder) by(Name of Client) to execute.....(name of Supply/work/Service). The Supply/Works/Services commenced on..... (Date) and was/is likely to be completed on..... (Date, if any). It is certified that the total value of contract/order executed by.....(name of bidder) was(Specify Currency and amount) and executed value was.....(Specify Currency and amount).	
Name of Audit Firm/: Chartered Accountant Date:	[Signature of Authorized Signatory] Name: Designation: Seal: Membership no.

FORMAT-D**FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR DETAILS OF SIMILAR GOODS/WORK/SERVICES SUPPLIED/DONE DURING PAST 05 YEARS.****(Applicable in all cases where bidder's accounts are audited by Statutory Auditor)**

S. No.	Description of the Goods/Works/Services	LOA/PO/WO No. and date	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/Officer-in-Charge (for cases other than purchase)	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Work/Services or supply of supply of goods	Scheduled Completion Time (Months) Delivery Schedule	Date of Actual Completion/ Supply	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
PI refer instruction								

[Signature of Authorized

Signatory of Bidder]

Place:

Name

Designation:

Date:

Seal:

Instructions:

1. Copies of Letter of awards/Order/Work others and completion certificate (in case of works/services) or IRN/Proof of delivery (in case of supplies, if applicable) to be enclosed.
2. The Supply/work/Services completed earlier than 07 years need not be indicated here.
3. The list of Supply/Work/Services, not of similar nature need not be indicated here. Failing to comply aforementioned instructions may lead to rejection of bid.
4. Bidders are expected to provide details in respect of each Order in this Annex. The orders cited must comply with the Bid Evaluation criteria specified in Tender Document. Details provided in this section are intended to serve as a backup for information provided in Offer/Quotation. Bidder should also refer to the Instructions below.
5. A separate sheet should be filled for each LOA/Work Order/Purchase Order.
6. Certificate from the Bidder's statutory auditors must be furnished in the format below for LOA/Work Order/Purchase Order mentioned above (separately for each orders).
7. It may be noted that in the absence above certificates, the details would be considered inadequate and could lead to the bid being considered ineligible for further evaluation.

CONTINUE FORMAT-D

Certificate from the Statutory Auditor regarding Supply of Good/Works/Services

Based on its books of accounts and other published information authenticated by it, (this is to certify that LOA/PO/WO No.....dated.....was awarded to.....(name of the Bidder) by(Name of Client) to execute.....(name of Supply/work/Service). The Supply/Works/Services commenced on..... (Date) and was/is likely to be completed on..... (Date, if any). It is certified that the total value of contract/order executed by.....(name of bidder) was(Specify Currency and amount) and executed value was.....(Specify Currency and amount).

Name of Audit Firm/:

Signatory]

Chartered Accountant

Date:

[Signature of Authorized

Name:

Designation:

Seal:

Membership no.

FORMAT-E

FORMAT FOR STATUTORY AUDITOR'S/CHARTERED ACCOUNTANT* CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

(For Supply of Goods/Works/Services)

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm/:
Chartered Accountant
Date:

[Signature of Authorized Signatory]

Name:
Designation:
Seal:
Membership no.

INSTRUCTIONS:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus."
4. * Bidder whose accounts are not audited by auditors as per law/jurisdiction, certification from a Chartered Accountant to be submitted.

SECTION - 2

INSTRUCTIONS TO BIDDERS
(ITB)

Index

Article	Title
1.	Cost of Bidding
2.	Bid Document
3.	Clarification of Bid Documents
4.	Amendment of Bid Documents
5.	Language of Bid
6.	Documents Comprising the Bids
7.	Bid Form
8.	Bid Price
9.	Bid Currencies
10.	Period of Validity of Bids
11.	Format and Signing of Bid
12.	Preparation and Submission of bids
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15.	Modification and Withdrawal of Bids
16.	Opening of Bids by BCPL
17.	Evaluation of bids
18.	Opening of Price Bid
19.	Comparison of Bids
20.	Contacting BCPL
21.	Award Criteria
22.	BCPL's Right to accept any Bid and to reject any or all Bids
23.	Notification of Award
24.	Acceptance of Order
25.	Income Tax Liability
26.	Agreement
27.	Invoice & payment
28.	BCPL's Bankers

1.0 ARTICLE-1: COST OF BIDDING

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

2.0 ARTICLE-2 : BID DOCUMENT

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. The Invitation for Bids (IFB) 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. Bidder must return the Agreed Terms and Conditions (as per **Annexure - D**), duly filled in, along with original bid document issued by BCPL.

The services required, bidding procedure and Contract Terms are prescribed in the Bid Document.

3.0 ARTICLE-3 : CLARIFICATION OF BID DOCUMENT

- 3.1 A prospective bidder requiring any clarification of the Bidding Documents may notify BCPL in writing or by fax or cable 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.

4.0 ARTICLE-4 : AMENDMENT OF BID DOCUMENT

- 4.1 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.
- 4.2 The amendment will be notified in writing or by fax or cable to all prospective bidders who have received the bidding documents and will be binding on them.
- 4.3 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.

5.0 ARTICLE-5 : LANGUAGE OF BID

- 5.1 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, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern. Metric measurement system shall be applied.

6.0 ARTICLE- 6: DOCUMENTS COMPRISING THE BIDS

6.1 The un-priced part of the bid prepared by the bidder shall comprise the following components:

- a) A Bid Form and a Price Schedule completed in accordance with Articles 7, 8 & 9.
- b) Agreement, to be submitted along with un-priced part of the bid, in accordance with Article 26.
- c) Agreed Terms & Conditions (Annexure – D) duly filled-in.
- d) Details of the experience on works of similar nature executed during the last Five years as per Annexure F
- e) Any other information/details required as per bid document.
- f) Performa of Letter of Authority for Attending the Bid Opening / Signing the Agreement as per Annexure - E

7.0 ARTICLE - 7: BID FORM

7.1 The bidders shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document, indicating the scope of work, a brief description of the services and prices.

8.0 ARTICLE - 8: BID PRICE

8.1 The rates quoted by the bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise. The rates quoted by the Bidder shall include all taxes, duties & levies except Service Tax and any cess thereon. Service Tax and cess thereon shall be paid by BCPL extra at actual against CENVAT invoice to be submitted by the bidder.

Notwithstanding the instructions given above, in case any bidder(s) mention the terms such as “Inclusive” or “Included” in respect of Service Tax, their bids will still be evaluated considering the prices exclusive of Service Tax. However, in the event of such bidder emerging as the lowest bidder based on this evaluation, the award shall be made considering the service tax included in the quoted rates and the same will be conclusive and binding on the bidder. Further, the bidder will be required to submit Cenvat invoice to enable BCPL to avail Cenvat benefit.

8.2 Rates must be filled in format for ‘schedule of rates’ enclosed as part of bidding document. If quoted in separate typed sheets and any variation in description, unit is noticed, the bid is liable to be rejected. In any case bidder shall be presumed to have quoted against the description of work and the same shall be binding on the bidder.

8.3 In case any activity though specifically not covered in description of ‘Schedule of Rates’ but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special condition of contract or any other part of bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activity.

8.4 Rates quoted shall be in Indian Rupees Only.

8.6 Bidder shall quote rates both in figures as well as in words.

8.7 Prices quoted should be inclusive of fees towards complete scope of work, all taxes, duties, levies, license fees, payment towards third party charges for surveys etc. except service tax. However, applicable rate of statutory taxes & duties must be indicated separately.

- 8.8 Inspection/Certification of all work/services at all stages shall be done by BCPL wherever BCPL so desires or by any third agency for which no extra charges shall be payable to the Bidder since all personal and incidental expenses of BCPL's Inspectors shall be borne by BCPL.
- 8.9 Conditional discount, if offered, shall not be considered for evaluation. Bidders separation of the price components as aforesaid will be solely for the purpose of facilitating the comparison of bids by BCPL and will not in any way limit BCPL's right to contract on any of the price basis/terms offered basis.
- 8.10 The cost of any other item / services, which are considered necessary for completion of the job, is deemed to have been included in the lump-sum prices.

8.11 Fixed Price

- 8.11.1 Prices quoted by the bidder shall be firm and 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.
- 8.11.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by BCPL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 8.11.3 Prices shall be written both in words and figures. In the event of difference, the price in words shall be valid and binding.
- 8.11.4 Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. BCPL shall deduct Indian income tax applicable from the payments due to the bidder under the contract
- 8.11.5 Quoted prices shall also be inclusive of all costs towards carrying out any surveys, travel to India, site visits by its personnel, stay in India, boarding, lodging, incidental expenses etc. required for Scope of Work.

9.0 ARTICLE – 9: BID CURRENCIES

- 9.1 All Foreign components of the prices shall be quoted in US Dollars or home currency of the bidder only. All payments of the Foreign Component shall be made in US Dollars or home currency of the bidder only. Currency once quoted is not allowed to be changed.
- 9.2 The Expenditures to be incurred in India relating to this Contract shall be quoted in and be payable in Indian Rupees only.

10.0 ARTICLE - 10: PERIOD OF VALIDITY OF BIDS

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

The bidder shall not be entitled during the said period of 4 months to revoke or cancel its Bid or to vary the Bid given or any term thereof.

- 10.2 Notwithstanding Clause 10.1 above, BCPL may solicit the bidders' consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing by fax or e-mail.

11.0 ARTICLE - 11: FORMAT AND SIGNING OF BID

- 11.1 The bidder shall prepare required number of copies of the bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. 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, shall be initialed by the person or persons signing the bid.
- 11.3 The complete bid shall be without alterations, interlineations or erasures, except necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

12.0 ARTICLE - 12: PREPARATION & SUBMISSION OF BIDS

- 12.1 A set of Bid Document consisting of two copies of Bid Document marked "ORIGINAL" and "BIDDER'S COPY" including Bid form shall be issued to the Bidders. One set of above documents, marked "BIDDER'S COPY", shall be retained by the Bidder for reference and the other set of the bid document, marked "ORIGINAL", shall be submitted duly signed and stamped along with the bid. Documents mentioned in the Bid document shall be submitted along with the bid by the Bidders.
- 12.2 Addenda/Corrigenda to this Bid document, if issued, must be signed and submitted along with the Bid Document.
- 12.3 Bidders are advised to submit quotations based strictly on the terms & conditions and specifications contained in the Bid Document and not to stipulate any deviations.
- 12.4 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected. Alternative bids will not be accepted.
- 12.5 Bid shall be submitted in the following manner separately sealed in envelope(s) duly superscribed as below :

Part-A: Techno-commercial/un-priced Bid

Part-B: Priced Bid

12.5.1 PART-A: TECHNO-COMMERCIAL/ UN-PRICED BID

- 12.5.1.1 **Part-A : Un-priced Bid** shall contain original and one copy of UN-PRICED BID complete with all technical and commercial details with Bid Form & Price Schedule identical to Part-B with Prices blanked out. The original and copy of un-priced bid shall be completely identical in all respects including enclosures and shall be enclosed in separately sealed envelope duly superscribed with Bid Document No., Item Details, Bid due date & time etc. and "UN-PRICED BID - DO

NOT OPEN". The envelope shall also indicate the name and address of the bidder.

This is the "Techno-Commercial Bid". All the technical details of the project shall be given in this part of the offer.

The details submitted, shall include but not be limited to the following:

1. Bidder's Profile
2. Power of Attorney for the authorized signatories
3. Work Scheduling and Staffing with Phasing of Activities, Timelines and Milestones with detailed bar charts including details of measurable milestones
4. Commercial Terms and Conditions
5. Details of Bidders' infrastructure in India as well as internationally.
6. Details of local support office in India, if any.
7. Summary of Experience as per format in **Annexure F**.
8. Profile of consulting resources, which CONSULTANT plans to associate with BCPL's project, shall be made available to BCPL.
9. Stamped and signed copy of BCPL Bid Document.
10. Declaration that Bidder has not been banned/ de-listed.
11. Bidder's testimonials. Any other document as may be required to substantiate the suitability of Bidder / CONSULTANT for BCPL.

12.5.2 **PART- B: PRICED BID**

- 12.5.2.1 **Part-B: Priced Bid** shall be submitted in duplicate with FULL PRICE DETAILS duly sealed in a separate envelope duly superscribed with Bid Document No., Item Detail, Bid Due Date & Time etc. and "PRICED BID - DO NOT OPEN."

Priced Bid shall contain only the prices duly filled in as per the format given in Schedule of Rates given in the Bid Document. Price bid should not have any Commercial and/or Technical stipulation in addition to, what is already given in Part A – Un-priced bid.

12.6 **SEALING & MARKING OF BIDS**

- 12.6.1a) The inner and outer envelopes shall be addressed to BCPL at the following address:

BRAHMAPUTRA CRACKER AND POLYMER LIMITED
Main Fire Station Building, P.O. Lepetkata,
Dibrugarh - 786006 Tel: 0373- 2914611

- b) Bear the words "Invitation of Bids for BRAHMAPUTRA CRACKER AND POLYMER LIMITED." the Bid Document No., and the words 'DO NOT OPEN BEFORE _____ HRS. ON (BID DUE DATE).

- c) in addition to the information required in sub-clause (a) and (b) above, the inner envelopes shall also indicate the name and address of the Bidder.

- 12.7 If the outer envelope is not sealed and not marked as required by para 12.6, the BCPL will assume no responsibility for the Bid's misplacement or premature opening.

13.0 ARTICLE - 13: BID DUE DATE

- 13.1 Bids must be received at the address specified in the Invitation for Bids (IFB) not later than the date and time specified in the Bid Document.
- 13.2 BCPL may, at its discretion, on giving reasonable notice by fax, telex or cable or any written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of BCPL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

14.0 ARTICLE - 14: LATE BIDS

- 14.1 Any bid received by BCPL after the bid due date and time prescribed in Invitation For Bids shall be rejected.
- 14.2 Telegraphic/Fax/E-mail offers whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

15.0 ARTICLE -15: MODIFICATION AND WITHDRAWAL OF BIDS, AWARD CRITERIA, QTY. VARIATION ETC.

- 15.1 The bidder may modify or withdraw his bid after the bid submission, provided that the modification/withdrawal notice is received by the BCPL prior to the bid due date & time. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Article 12.6. A withdrawal notice may also be sent by e-mail or Tele-fax but must be followed by a signed confirmation copy dated not later than the deadline for submission of Bids.
- 15.2 Subject to Article-17.4, no bid shall be modified subsequent to the deadline for submission of bids.
- 15.3 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.
- 15.4 The OWNER will award the contract to the successful bidder whose bid has been determined to be the lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.
- 15.5 The OWNER reserves the right at the time of award of contract to increase or decrease the quantity specified in the scope (in respect of each item of scope), without any change in unit price and other terms & conditions.
- 15.6 OWNER 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 the OWNER'S action.

16.0 ARTICLE - 16: OPENING OF BIDS BY BCPL

- 16.1 The bids will be opened by the BCPL at their office at BRAHMAPUTRA CRACKER & POLYMER LIMITED ,Main Fire Station Building, P.O. Lepetkata, Dibrugarh - 786006 Tel: 0373- 2914611 India in the presence of

bidders' representatives (duly authorized by a competent person and having the Letter of Authority as per Performa), who choose to attend, on date, time and venue as mentioned in the Invitation For Bids (IFB). The bidders' representatives, who are present, shall sign a register evidencing their attendance.

- 16.2 The bidder(s) names, modifications, bid withdrawals and such other details as BCPL, at its discretion, may consider appropriate will be announced at the opening & recorded at the time of opening of **un-priced bid**.
- 16.3 The Bidder's names, prices of Bids, all discounts offered, modifications and Bid withdrawals and such other details as BCPL, at its discretion, may consider appropriate, will be read out at the time of opening of **priced bids** of technically and commercially acceptable bidders.

17.0 ARTICLE - 17: BIDDER'S ELIGIBILITY CRITERIA (BEC)

Technical:

1. Bidder must have completed at least one work of similar nature involving Engineering & Project Management Consultancy for construction of buildings in preceding last 05 years reckoned from due date of submission of bids having minimum total consultancy fee received not less than Rs. 18.0 lac. in a single order.
2. Bidders should have valid registration with Council of Architects.
3. The evaluation of all the responsive bids shall be done on overall lowest techno-commercially acceptable basis.
4. A job executed by a bidder for its own in-house purpose / sister concern / subsidiary cannot be considered as experience for the purpose of meeting BEC.

Financial:

The minimum annual turnover of the bidder should be Rs. 18.0 Lac. in any of the preceding 03 (three) financial years (FY 2009-10, 2010-11 & 2011-12).

To comply the above BEC, bidders must submit the copies of all relevant certificates / documentary evidences like client certificate towards execution of job along with copy of the work order, Audited profit & Loss Account and Balance Sheet etc. All documents must be duly **attested by Gazetted Officer / notary public**.

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES:

The bidder are requested to submit the copies of all certificates / documentary evidences duly attested by Gazetted Officer / Officer of Public Sector Enterprises / Notary Public towards the proof of meeting the stated Bidder's Eligibility Criteria:

- Attested copies of all the relevant documents viz. Work Order, execution certificate and all the documents as mentioned in BEC under head Technical.
- Attested copies of audited Balance Sheet and Profit & Loss account in support of Annual Turnover Criteria as mentioned in BEC under head Financial.

- Attested copy (ies) of partnership deed (in case of partnership firm) and Article of association in case of limited company and power of attorney.
- An undertaking (by the bidders who quotes by downloading the tender from website) on non judicial stamp paper of appropriate value 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”.

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

Please note that this is a zero deviation tender. Bidders are advised to strictly confirm compliance to tender conditions and not to stipulate any deviation / conditions in their offer. Subsequent to bid submission, BOP 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 in the tender document.

17.4 TECHNO-COMMERCIAL EVALUATION OF BIDS

- 17.4.1 Bids will be evaluated in accordance with the Bid Evaluation Criteria. The price bid of only those bidders, who meet the Evaluation criteria and their bids, are found responsive, shall be opened.
- 17.4.2 Bids will be evaluated as received and no query will be asked from the bidders. To assist in the examination, evaluation and comparison of bids if it becomes absolutely necessary, BCPL may, at its discretion, ask the bidder for a clarification of its bid. The request for such clarification and the response shall be in writing and no change in the price or substance of bids shall be sought, offered or permitted.
- 17.4.3 Prior to the evaluation and comparison of bids pursuant to Article-19, BCPL will determine the substantial responsiveness of each bid to the bidding documents. For purpose of this Article a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations or reservations. BCPL’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.
- 17.4.4 A bid determined as substantially non-responsive will be rejected by BCPL and may not subsequently be allowed by the BCPL to be made responsive by the bidder by correction of the non-conformity.
- 17.4.5 Bidder’s Bid shall be considered non-responsive and rejected, if deviations are taken to the under mentioned provisions of Bid Documents by the Bidder:-
 - i) **Period of validity of bids as per Article - 10 Instructions to Bidders (ITB).**
 - ii) **Force Majeure as per Article 3.19 of General Conditions of Contract (GCC)**
 - iii) **Resolution of Dispute/Arbitration as per Article-3.9 of GCC**

- iv) **Firm Price.**
- v) **Completion Period of total scope of work**
- vi) **Termination of Contract as per Article-3.16 of GCC**
- vii) **Payment Terms as specified in the Bid document at Section – 4 (Scope of Work & Deliverables).**
- viii) **Any advance sought by the bidder.**
- ix) Bids not confirming to technical specification/requirements **(Refer to Scope of works)** as mentioned in Bid Document will be rejected.
- x) Conditional Bids will be liable for rejection.

17.4.6 BCPL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

17.4.7 Once quoted, bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid within the scope of work, even if any deviation or exclusion may be specifically stated in the bid. Such price change shall render the bid liable for rejection. All responses to request for clarifications shall be in writing.

17.4.8 Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.

18.0 ARTICLE - 18: OPENING OF PRICE BIDS

The price bids of the substantially responsive bidders will be opened in public. The price bids of those bidders determined to be not substantially responsive will be rejected.

19.0 ARTICLE - 19: COMPARISON OF BIDS

19.1 The BCPL will evaluate and compare bids previously determined to be substantially responsive pursuant to Article-17.

19.2 Arithmetical errors will be rectified on the following basis: -

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

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

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

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

19.3 To facilitate evaluation and comparison, BCPL will convert all bid prices expressed in US\$ or home currency of the bidder to the Indian currency, i.e. Indian Rupees, at Bill Collection selling market rate of foreign exchange declared by the State Bank of India prevailing one day prior to the date of Opening of price Bids.

19.4 The evaluated price of the bidders shall include total price inclusive of all taxes, duties, levies etc. as applicable under this contract.

19.5 Comparison of Bids will be on the basis of overall lowest cost to BCPL for all the items clubbed together.

19.7 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

20.0 ARTICLE - 20: CONTACTING BCPL

20.1 Subject to Article 17.2, 17.3 & 17.4.2 no Bidder shall contact BCPL on any matter relating to its Bid, from the time of Bid opening to the time the CONTRACT is awarded.

20.2 Any efforts by a bidder to influence BCPL in BCPL's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

21.0 ARTICLE - 21: AWARD CRITERIA

BCPL will award the contract to the successful Bidder whose Bid has been determined to be the lowest evaluated, responsive Bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the Contract.

22.0 ARTICLE - 22: BCPL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

23.0 ARTICLE - 23: NOTIFICATION OF AWARD

- 23.1 Prior to the expiration of period of bid validity BCPL will notify the successful bidder in writing or by fax, e-mail or telex to be confirmed in writing, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract with the issuance of Fax of Intent (FOI).
- 23.2 Completion Period shall be counted from the date of Fax of Intent. The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to Article - 24.

24.0 ARTICLE - 24: ACCEPTANCE OF ORDER

- 24.1 After the successful Bidder has been notified that his Bid has been accepted, BCPL will send to such bidder a Letter of Acceptance (LOA) incorporating the terms and conditions agreed between the parties.
- 24.2 BCPL will send the LOA to the successful bidder, who, within 7 days of receipt of the same, shall sign and return it to BCPL, in token of acceptance of the contract.

25.0 ARTICLE-25: INCOME TAX LIABILITY

The bidder will have to bear all income tax liability, both Corporate as well as for their personnel, pursuant to award of contract against this tender.

26.0 ARTICLE-26: AGREEMENT TO BE FILLED, DULY SIGNED AND SUBMITTED ALONGWITH THE UN-PRICED PART OF THE BID

It is expressly understood and agreed by and between(the Company) and BRAHMAPUTRA CRACKER AND POLYMER LIMITED (BCPL), that BCPL is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that BCPL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The (Company) expressly agrees, acknowledges and understands that BCPL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly..... (Company) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

27.0 ARTICLE-27: INVOICE AND PAYMENT

All payments against the contract shall be released by BCPL, Dibrugarh, Assam, India. The invoices must be addressed to:

Chief Manager (F&A)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
Main Fire Station Building, P.O. Lepetkata,
Dibrugarh - 786006 Tel: 0373- 2914611

POST ORDER CORRESPONDENCE:

All post order correspondence should be addressed to:-

Engineer In Charge (EIC)
Mr. A K Jha, Sr Manager (PE)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
Main Fire Station Building, P.O. Lepetkata,
Dibrugarh - 786006 Tel: 0373- 2914611

28.0 ARTICLE-28: BCPL'S BANKERS

BCPL's Bankers: STATE BANK OF INDIA, DIBRUGARH,
 BRANCH CODE:0071

29.0 *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".*

SECTION - 3

GENERAL CONDITIONS OF CONTRACT (GCC)

ARTICLE 3.1: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

AGREEMENT means the agreement concluded on non-judicial stamp paper between BCPL and Consultant for Services as per this Bid document.

BCPL/OWNER shall mean BRAHMAPUTRA CRACKER & POLYMER LIMITED

BCPL'S REPRESENTATIVE means the person appointed or authorized from time to time by BCPL for execution of the contract.

CONSULTANT'S REPRESENTATIVE means the person appointed from time to time by CONSULTANT for execution of the Contract.

ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE shall mean the person designated from time to time by the BCPL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

SIGN OFF means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by BCPL.

CONTRACT shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

SERVICES mean the duties to be performed and the services to be rendered by Consultant according to the terms and conditions of the Contract.

HEADINGS the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

SINGULAR AND PLURAL WORDS importing the singular only also include the plural and vice-versa where the context requires.

ARTICLE 3.2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

3.2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work. Consultant shall in all professional matters act as a faithful advisor to BCPL, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

- 3.2.2 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of BCPL.

ARTICLE 3.3: BCPL'S REPRESENTATIVE

3.3.1 BCPL shall nominate its Representative(s) who shall be entitled to act on behalf of BCPL with respect to any decision it is empowered to make. The bill / invoice of Consultant will be certified for payment by such representatives.

ARTICLE 3.4: CONSULTANT'S REPRESENTATIVE

3.4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between BCPL and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify BCPL in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with BCPL's consent after getting approved his CV's from BCPL.

BCPL shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to BCPL.

3.4.2 Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

ARTICLE 3.5: PAYMENT TERMS

3.5.1 BCPL shall pay for the services rendered as per stipulation in the tender through Cheque. All Bank charges of consultant's Bankers shall be to the consultant's account.

3.5.2 Consultant will invoice BCPL according to the terms and conditions provided in the tender.

3.5.3 Payment terms will be as follows:

3.5.3.1 **For all consultancy jobs for preparation of reports**, payment terms will be as follows:

- 60 % on submission & acceptance of Draft report.

Where outsourcing will be required, payment will be released on the basis of Milestones achieved within 60% such as submission of report for market survey, etc. The payment for such milestones will be restricted to actual payment made to outsourced agency/ies subject to 40% within 60% limit.

- 40% on submission & acceptance of final report.

Where EMP/EIA/RRA is involved, the 40% payment will be divided as follows:-

- 20% on submission and acceptance of final DFR/Report
- 20% on submission and acceptance of EMP/EIA/RRA

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

3.5.3.2 **For Acquisition/Due diligence consultancy cases;** the payment terms will be as follows:

Stages	Payment (%age of lumpsum price)
a) On submission and acceptance of draft report	40%
b) On submission and acceptance of Final report by BCPL	20%
c) On formulation and submission of Bid	15%
d) On negotiations, deal finalization and deal execution	25%

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

BCPL reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.

3.5.3.3 **FOR PMC JOBS/ PROJECT QUALITY CONSULTANTS,** payment terms shall be as follows :

- On completion of Milestones against each activity of Project as identified in the scope of work progressively based on Fortnightly invoices 95%
- After close out of Project on completion 5%
Of job in all respects

3.5.3.4 **For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Man-day Rate (per diem)**

3.5.4 In case of disputes concerning invoice(s), BCPL shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.

- BCPL shall pay the undisputed amount of the invoice(s) according to Article - 3.5.3 hereof.

- The disputed amount, if any, shall be paid after mutual settlement between BCPL and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

ARTICLE 3.6: CONFIDENTIALITY

- 3.6.1 Consultant/BCPL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by BCPL/Consultant without the prior written consent of the latter.
- 3.6.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 3.7: TAXES AND DUTIES

- 3.7.1.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.
- 3.7.1.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by BCPL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 3.7.1.3 Consultant will not claim from BCPL any taxes paid by him.
- 3.7.1.4 BCPL shall deduct Income tax at source at applicable rates.

ARTICLE 3.8: RESOLUTION OF DISPUTES / ARBITRATION

- 3.8.1 BCPL and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 3.8.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

BCPL shall suggest a panel of three independent and distinguished persons to the other party (Consultant) to select any one among them to act as the sole Arbitrator.

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and BCPL shall have discretion to proceed with the appointment of the sole Arbitrator. The

decision of the BCPL on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the PARTIES. The arbitration proceeding shall be in English language and the venue shall be at Guwahati, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Assam, Guwahati (India).

3.8.3 Consultant may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

ARTICLE 3.9: LEGAL CONSTRUCTION

3.9.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at Guwahati.

ARTICLE 3.10: SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

3.10.1 BCPL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days notice.

3.10.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

3.10.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

3.10.4 By fifteen days prior notice, BCPL may request Consultant to resume the performance of the services, without any additional cost to BCPL.

3.10.5 In case of suspension of work by consultant on BCPL's request for more than 30 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.

3.10.6 3.11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 3.16 hereunder.

ARTICLE 3.11: PRICE REDUCTION SCHEDULE (PRS)

- 3.11.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 3.19 hereinafter or due to BCPL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.
- 3.11.2 BCPL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and BCPL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which BCPL would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of BCPL in the matter of applicability of price reduction shall be final and binding.

ARTICLE 3.12: ASSIGNMENT

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of BCPL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

ARTICLE 3.13: INDUSTRIAL AND INTELLECTUAL PROPERTY

- 3.13.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep BCPL harmless and indemnify BCPL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights. All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to BCPL will be property of BCPL.
- 3.13.2 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by BCPL for carrying out of any services with any third parties.
- 3.13.3 Consultant shall not without the prior written consent of BCPL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 3.14: LIABILITIES

- 3.14.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.
- 3.14.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

3.14.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 3.15: TERMINATION OF CONTRACT

3.15.1 Termination for Default

BCPL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as BCPL may authorise in writing) after receipt of the default notice from BCPL.

3.15.2 Termination for Insolvency

BCPL may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BCPL.

3.15.3 Termination for convenience

BCPL may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by BCPL till the date upon which such termination becomes effective.

ARTICLE 3.16: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 3.17: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value of _____ as per proforma (**Annexure – B**) within 10 days from the date of receipt of LOI, the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 3.18: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.

- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

CONSULTANT shall advise BCPL by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, BCPL reserves the right to cancel the Contract and the provisions governing termination stated under Article 3.16 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither BCPL nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Consultant 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, Consultant or the BCPL shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

ARTICLE – 3.19: Rectification Period

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without BCPL'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by BCPL) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

ARTICLE – 3.20: Sub Contract

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by BCPL. Upon the request of BCPL, the consultant shall submit for BCPL's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE – 3.21: Notices

3.22.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

3.22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

ARTICLE – 3.22: Acquisition of Data

If required, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. BCPL, if requested in writing by CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.

SCOPE OF WORK & DELIVERABLES

+1. SCOPE OF WORK:

STRUCTURAL DESIGNING, PROVIDING DETAIL ENGINEERING INCLUDING COST ESTIMATION, ARCHITECTURAL PLANNING, CONSTRUCTION PLANNING, PROJECT MANAGEMENT SERVICES FOR CONSTRUCTION OF ADDITIONAL INFRASTRUCTURE AT CISF TOWNSHIP, COMPRISING 60 QUARTERS (44-A TYPE, 12-B TYPE & 4-C TYPE), SUBORDINATE OFFICER'S BARRACK (FOR 14 PERSONNEL), QUARTER MASTER STORE, STAFF WELFARE CENTRE, RECREATION ROOM, PARK & PLAYGROUND ALONG WITH RELATED FACILITIES AT LEPETKATA DIBRUGARH, ASSAM FOR CISF PERSONNEL.

Based on the details received from the consultant (Architect/Planner) and after approval of the same by BCPL, the construction works will be subsequently done by tendering.

1.1 CONSULTING SERVICES TO BE RENDERED BY THE CONSULTANT:

1.1.1 PART – I: DESIGN SERVICES

- i. Visiting the site i.e. CISF Township, Lepetkata, discussing details with BCPL and attending necessary meetings as per requirement of BCPL (At least 5 visits comprising of minimum 2 visits before preparation of drawing and 3 visits after preparation of drawings for freezing of final tender drawings), up to start of execution of construction work i.e. during planning stage.
- ii. Preparation of Layout showing infrastructural facilities for the additional infrastructure works at CISF Township as per requirements of BCPL. The existing facilities in CISF Township are 1 no. CISF Barrack, 1 no. armoury Block, 1 no. Dry & Wet canteen and 56 nos. staff quarters (A Type-36, B Type-12 and C Type-4). The layout plan submitted by the existing Architect for CISF Township may be considered for development of final layout/ Planning.
- iii. Preparation of Layout and detailed plans for construction of the aforementioned scope of work including architectural layout plan and elevation showing all required sections & detailing, proper setback and approach avenues as per latest building bye-laws, landscaping and horticultural drawings, rainwater, sewer and water supply line networks and structural drawings complete in all respect as per BCPL requirement.
- iv. Preparation of preliminary & detailed cost estimate and tentative bar chart for the time schedule fixed by BCPL.
- v. Preparation of relevant drawings, design calculations (wherever required), detailed estimate (with detailed measurements and rates from standard schedule including proper calculation of escalation as on the date of estimate and market rates for non schedule items), providing methodology of construction with detailed specifications, list of approved make of materials, tender documents etc.
- vi. Supplying ten sets of tender drawings and documents for inviting the tender from the Contractors, along with one CD as soft copy (in editable version of AutoCAD).
- vii. Technical scrutiny/analysis of offers received from bidders and submission of the recommendation thereof.
- viii. Supplying four sets of "GOOD FOR CONSTRUCTION" drawings for execution of the work, along with one CD as soft copy (in editable version of AutoCAD).
- ix. Preparation of three sets of "AS BUILT DRAWINGS" after completion of work, along with one CD as soft copy (in editable version of AutoCAD).
- x. Assist BCPL in coordinating the activities with Statutory Authorities in obtaining clearances / priorities to meet the construction requirements.

1.1.2 **PART-II: CONSTRUCTION/ PROJECT MANAGEMENT**

The consultant appointed shall be nominated as Engineer in-charge (EIC) during the construction stages. Construction Management and complete supervision of all the activities shall be done by placement of a full time qualified Engineer by the consultant and services required during execution of the work shall include the following:

- i) Deployment of experienced personnel for day to day supervision and ensuring quality of work. The minimum requirement is as below.

Sl. No.	Manpower	Minimum No. of persons to be deployed	Deployment schedule	Qualification	Experience
1.	Project Manager	01	Immediately after issue of LOA till the completion of work.	B.E/B.Tech (Civil)	10 years
2.	Civil Engineer	01	Within one week after the issue of LOA till the completion of work.	B.E/B.Tech (Civil)/ or Diploma (Civil)	1 years(for B.E/B.Tech)/5 years(for Diploma)
3.	Planning Engineer	01	Within one week after the issue of LOA till the completion of work.	B.E/B.Tech (Civil)/ or Diploma (Civil)	1 years(for B.E/B.Tech)/5 years(for Diploma)
4.	Electrical Engineer	01	Before the commence- - ment of electrical works till the completion of work.	B.E/B.Tech (Civil)/ or Diploma (Civil)	1 years(for B.E/B.Tech)/5 years(for Diploma)
5.	Safety Officer	01	From the commence - - ment of construction works till the completion of work.	As per requirement	As per requirement

In addition to the above, periodic visit of the architect, at least once a month is mandatory. Further, there must be a periodic site visit of a senior executive from the office of the consultant (minimum 2 times per month) for ensuring progress and quality of work. The stage payment shall be released according to the No. of visit complied as stated above. Fortnightly review meetings will be held at BCPL / Site office which will be attended by the consultant's senior executives visiting the site. No extra charges are payable against these visits to the site.

- ii) The consultant has to submit daily, weekly and monthly reports as desired by BCPL and issue clarifications on various issues during execution of work. Any discrepancies during execution shall be submitted along with proposed action plan by the consultant.
- iii) The consultant must maintain standard Quality Assurance/Quality Control procedures and maintain the proper documentation of reports.
- iv) The consultant must assure that proper safety and environmental norms are followed during the Construction phase.
- v) Scrutinizing measurements & Certification of running account bills and final bill of the Contractors engaged for the job by EIC and forwarding the same to BCPL.
- iv) Issue Completion Certificates and finalization of final bill.

- v) Identification of any defects during the period of DLP (01 year from the date of completion of the construction package) and necessary rectification to be completed through the contractor and issue of the final completion certificate.
- vi) Ensuring the submission of Warranties / Guaranty where applicable pertaining to the materials used in the construction.
- vi) Assisting in Arbitration and Litigation cases (if required) for providing required inputs (if any), including assisting in replying audit queries.

2.0 DELIVERABLES

2.1 TIME SCHEDULE

2.1.1 BCPL intends to obtain all the necessary details for invitation of the tender for the construction work from the consultant within an overall time period of three months from the date of appointment of the consultant. The tentative Time Schedule for the design services shall be as under:

- i) Site visit of the architect to site, within one week from the date of issue of confirmation of appointment of the architect i.e. after issue of LOI/FOI.
- ii) Submission of sketches for the concept design and discussion of the same with the designated representative of BCPL, within two weeks after preceding activity.
- iii) Submission of Plans, elevations, estimates etc. for approval (if required) of BCPL management at Lepetkata within three weeks from the date of approval of sketches submitted to BCPL after preceding activity.
- iv) Presentation with detailed cost estimates, drawings, finishing materials to BCPL Management (if required) at Lepetkata, within three weeks from the date of submission of details in preceding activity or formal communication from BCPL for the presentation.
- v) Submission of final tender drawings, detailed specifications, BOQ, detailed estimate, list of finishing material etc. in required sets for invitation of tender, within three weeks from the date of Presentation to BCPL Management.

2.1.2 After obtaining the necessary details from the consultant for invitation of tender for execution of the work, BCPL may take a time of three to four months for award of separate work packages for award to the contractors with the assistance of the consultant's office at required stages.

2.1.3 A tentative time period as fourteen months is planned for execution of the project. Accordingly, services of construction management shall be required for a period of fourteen months and a further time period of minimum four months may be required for final measurements, checking of final bill etc. of the work executed by the executing contractors.

2.1.4 Bidder while quoting the design fee and construction management fee for the consultancy services shall take into account the above time schedule. However, reasons for delay shall be examined and approved based on submissions by the consultant with the documentary proof.

2.1.5 The Project Management Fees in the extended period (if any) due to the delay happens for the reasons not attributable to the consultant shall be reimbursed on the mutual agreement within the consultant and BCPL. The actual supervision cost will be worked out based on the wages of the management / supervisory staff and pro-rata establishment cost of the consultant's office.

2.2 SCHEUDLE OF PAYMENT

The design fee and construction management fee will be paid to the consultant based on the awarded cost of construction (not the estimated cost) as accepted by BCPL for the award of the works. The design fee and construction management fee shall be paid in stages as follows:

2.2.1 DESIGN FEE

After completion of indicated stage below, % fee shown against the stage shall be released to be consultant.

S.NO.	DESCRIPTION	% OF FEES
1	Preparation of sketch design/drawing on the basis of instruction & details obtained from BCPL and presentation to Management (If required) including preparation of preliminary cost estimate (if required) and submission of two sets of relevant documents to BCPL.	15% of design fee
2	Preparation of final plans/ drawings (including all services like internal electrification, sanitary, water supply, TV cables, phone lines, HVAC etc) and detailed estimate including submission of measurements, rates, design calculations etc. and submission of two sets of relevant documents to BCPL.	25% of design fee
3	Preparation of detailed tender drawings and tender documents including detailed material specifications, BOQ for invitation of tender and submission of two sets to BCPL.	25% of design fee
4	Submission of specified tender sets including all required details for invitation of tender, evaluation of bids of contractors and submission of recommendations to BCPL for award of work to successful bidder.	15% of design fee
5	Periodic site visits (minimum once in a month) during execution of construction work from the office of the consultant for providing clarifications etc. (if required) incorporating changes as per site requirement and issue of revised drawings and successfully completion of work by the contractor. Consultant to submit one copy of original drawings (tracing), one copy of drawings in electronic form and specified copies of "As built drawings" after completion of the construction work.	20% of design fee.

Notes:

- Design Fee to be released shall be based on preliminary estimated cost / detailed estimated cost as may be the case up to the award of the works.
- Design Fee paid on estimated cost to be adjusted with Tendered cost after the award of the work.

2.2.2 CONSTRUCTION MANAGEMENT FEE

The Construction Management Fee will be worked out on awarded packaged cost and shall be paid as under :

- 85% of the construction management fee shall be payable in Running Account (R.A) Bills based on the executed value /cost of the construction work e.g
$$\text{R.A. Bill amount of consultant} = \text{Construction Management Fee in (\%)} \times \text{Executed Value/Cost of works till date of measurement} \times 85\%$$
- 10% shall be paid after recording of Completion Certificate and finalization of the final bill for the package work .
- 5% shall be payable after the completion of Defect Liability Period of the completed package work after a certificate is submitted by the consultant stating that no defects are pending.

2.2.3 The consultant shall neither be paid any extra fee nor will the fee be deducted up to a variation (plus or minus) of 5% of the tendered cost (i.e. awarded cost of the package work). However, if the executed cost of the work excluding the following cost at (a), (b) & (c) has a variation from the tendered cost by 5% (plus or minus), the consultant would be paid on the basis of executed cost beyond or within the 5% (plus or minus) variation. However, increase or decrease in the overall cost of the work on any other account except changes in specifications and scope of work will not be taken into consideration.

- a) The amount of any liquidated damages and/or the amount of any deductions from the bill (s) of the contractor on account of defective work or for other reasons.
- b) Cost of any anfractuious work or demolition etc. ordered by the consultant.
- c) Cost of any extra items necessitated due to any faulty planning and/or designs of the consultant.

2.3. EXPENSES FOR EXTRA VISITS OF CONSULTANT

2.3.1.1 The expenses incurred by the consultant on the visits made for the following reasons shall only be reimbursed as per actual cost after production of documentary evidence(s) :

2.3.1.2 Visiting BCPL, Lepetkata (the site of work) after the initial visits before the start of execution of the work by the contractor (cost of minimum five visits are included in the fee).

2.3.1.3 Visiting BCPL, Lepetkata (the site of work) after the required visit in a month i.e. two visits a month(one mandatory visit and one emergency visit if required) during execution of the work by a senior executive from the office of the consultant (cost of maximum two visits per month during execution of the work are included in the fee).

2.3.1.4 The cost to be reimbursed to the Consultant for the extra visits (if required) beyond the specified number of visits shall include the reimbursement of return train fare restricted to IInd AC for Engineer/Architect and Air Fare in case of Head/Director of the appointed consulting company, local transportation, and accommodation charges @3000/- per day plus food charges as actual. Nothing extra shall be paid other then the items included herein.

2.3.1.5 Any extra visit under taken beyond the specified number of visits shall be with the written consent of BCPL through letter/fax/E-Mail.

2.4 TERMS OF PAYMENT:

(A) PAYMENT OF RUNNING BILLS:

The payment shall be released to the Consultant as per stages indicated.

(B) PAYMENT OF FINAL BILL:

(i) Consultant must submit his final bill within sixty days of completion of the service contract and payment of the final bill shall be made to the Consultant within 120 days of the submission of the bill and after completion of all obligations under the service contract.

(ii) **No Demand Certificate:** The Consultant shall submit No Demand Certificate (NDC) for the net payment as finalized in the final bill before release of payment. The final bill shall be paid only on submission of NDC, otherwise final bill will be paid only after one year of submission of the same, as per BCPL's records and no claim of contractor shall be entertained thereafter.

(C) All the payments shall be released through cheque.

- (D) The bills shall be submitted in a printed form in quadruplicate. Taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the consultant within 15 days of the submission of the bill to BCPL.

2.5 RECOVERY/PENALTY:

As mentioned in Clause No.:1.1.2(i), of "Scope of works & Deliverables", the consultant has to deploy the minimum no. of specified manpower, failing which grade wise recovery will be made from the running account bill of the month of non-compliance as follows:

Sl. No.	Designation	Recovery for non-compliance with minimum requirement
1.	Architect	Rs. 10,000/- per day/visit
2.	Project Manager	Rs.35,000/- per month
3.	Civil Engineer	Rs.25,000/- per month
4.	Planning Engineer	Rs.25,000/- per month
5.	Electrical Engineer	Rs.25,000/- per month
6.	Safety Engineer	Rs.20,000/- per month

3.0 FEE TO BE QUOTED FOR CONSULTING SERVICES

The bidder/Consultant shall be required to quote fee for rendering consulting services on percentage basis (....% of tendered cost (not the estimated cost) as accepted by BCPL for award of the works) for the scope of work and terms and conditions mentioned in the bid document. The quoted fee shall be inclusive of expenses/charges for specified visits to site , local transportation, boarding and lodging expenses and all type of taxes except service tax as applicable.

The bidder is required to send a sealed quotation **(PART-B)** as per procedure outlined elsewhere in the bid document for quoting the fee for the above scope of work & terms and conditions mentioned in the bid document.

4.0 EVALUATION OF BIDS FOR CONSULTING SERVICES

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

In the price bid document for the present bid, bidder has to quote % fee for two sub-heads i.e. i) design fee and ii) construction management fee. Service contract shall be awarded to a single bidder who is overall lowest after adding for % fee of above two heads and the de-mobilization/re-mobilization cost. . The BCPL's estimated cost of the construction is approximately **Rs. 13.0 Crs.** The total consultancy fees will be evaluated considering this estimated cost plus the de-mobilization / remobilization cost.

If more than one bidder happen to be the overall lowest bidder, then BCPL shall award the work to the bidder having lowest quoted design fee. In the unlikely eventuality of more than one bidder having same overall lowest fee and same design fee also, then BCPL may decide to award the service contract after having Presentation of the works completed by the bidder etc.

5.0 SERVICE TAX

- 5.1 The quoted rates of the bidder for consulting services should be inclusive of all the taxes, duties, except service tax and education cess thereon. The present applicable rate towards Service Tax is @12.36% including cess. However, Service Tax shall be applicable at actual during release of payments as per their invoice and submission of documentary evidence towards payment of service tax. The bidder shall indicate in its invoice the Service Tax registration no.

The bidders who are 'non resident' or are from outside India are requested to clearly state whether they have office in India or not. If they have any office in India, they are requested to give the address of their office situated in India.

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

For payment of service tax, serially numbered invoice bill shall be issued by the service provider and should also specify the following:

1. The name, address and registration no. of the service provider.
2. The name, address of the recipient of the taxable service.
3. Description, classification and value of taxable service provided and the Service tax payable on such services.

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

6.0 BOARDING, LODGING AND OFFICE ARRANGEMENTS

- 6.1 BCPL will book boarding and lodging arrangements for the consultant on request basis at Dibrugarh (subject to availability); however, expenses for the same shall be borne by the consultant.
- 6.2 Consultant shall make its own arrangement for the residential accommodation of the engineers / staff to be deployed during execution of the works; however, BCPL at its discretion and subject to availability may provide suitable bachelor accommodation on chargeable basis as per applicable rentals.
- 6.3 BCPL shall arrange to provide temporary furnished office space to the consultant during planning stage in the existing BCPL office (subject to availability) till the readiness of office at BCPL Township.
- 6.4 BCPL shall arrange to provide temporary furnished office accommodation to the engineers of consultant during execution of the work which will be put in the scope of executing agency of the Additional works of CISF Township.

7.0 LIABILITIES

The consultant shall be responsible for any discrepancies, errors or omissions in the drawings, prepared and supplied by them whether the same shall have been approved by BCPL or not. Upon BCPL's request, consultant shall promptly rectify the deficiency by amending / replacing / supplementing the deficient drawings / documents as appropriate at their own expense.

8.0 LEGAL CONSTRUCTION

Court of Law as indicated in ARTICLE 3.10 of GCC shall be Guwahati.

9.0 COMPLETION CERTIFICATE

After the completion of the work packages by the executing contractor, BCPL shall issue suitable completion certificate to the consultant for rendering satisfactory services to BCPL.

10.0 Removal of Workmen:

The consultant shall employ in and about the execution of the works only such persons as are experienced in their trades and BCPL shall be at liberty to object to and require the consultant to remove from the works any person employed by the consultant in or about the execution of the works who, in the opinion of BCPL, misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without the permission of the BCPL.

11.0 SPECIAL NOTE TO BIDDERS

The provisions mentioned above shall supersede the relevant clauses of General Conditions of Contract (GCC).

SCHEDULE OF RATES

NAME OF WORK: TENDER FOR CONSULTANCY SERVICES FOR ARCHITECTURAL AND ENGINEERING DESIGN & CONSTRUCTION MANAGEMENT SERVICES FOR CONSTRUCTION OF TOWNSHIPS (PHASE-II) FOR BCPL EMPLOYEES AND CISF PERSONNEL AT LEPETKATA, DIBRUGARH, ASSAM.

PERSONNEL EMPLOYMENT, DISCOVERY, RESEARCH				
Sl. No.	Description	% in Figure	% in Words	Evaluated cost (Rs.) based on the estimated cost of Rs.13.0 Crores
A.1	Architectural fees in %age of awarded value Of work as per the scope, terms & conditions and details laid down in the tender document. (% in Figure)	DONOT QUOTE HERE		
A.2	Construction Management & Supervision Fee in %age of awarded value of work for Deploying technical Manpower and to ensure quality of the work as per the drawings and specification and Monitoring The works at various stages as laid down in the tender document.			
Sub Total A 1+A2 =A				
B	Demobilization & Remobilization charges as per GCC	Lumsum	In Word	In Figure (Rs)
			DONOT QUOTE HERE	
Grand Total (A+B)=C				
Grand Total in Word:_____				

Applicable % of Service Tax _____

- The BCPL's estimated cost of construction of the Project is approximately **Rs.13.0 Crores**.

NOTE:

- Quoted Fee shall be inclusive of all taxes excluding Service Tax which will be paid as per REVERSED CHARGE MECHANISM w.e.f. **01/07/2012**. **Bidder must indicate the applicable of Service Tax in the Schedule of Rates.**
- The architectural consultancy, Construction management & supervision fees shall be paid on quoted percentage of awarded value of construction package for additional infrastructure works of CISF Township.
- The work shall be awarded to overall lowest bidder as per Pt. No. C (adding all the costs at A&B)**

PLACE :

DATE :

(SEAL & SIGNATURE OF ARCHITECT)

PART –B

SCHEDULE OF RATES

STRUCTURAL DESIGNING, PROVIDING DETAIL ENGINEERING INCLUDING COST ESTIMATION, ARCHITECTURAL PLANNING, CONSTRUCTION PLANNING, PROJECT MANAGEMENT SERVICES FOR CONSTRUCTION OF ADDITIONAL INFRASTRUCTURE AT CISF TOWNSHIP, COMPRISING 60 QUARTERS (44-A TYPE, 12-B TYPE & 4-C TYPE), SUBORDINATE OFFICER'S BARRACK (FOR 14 PERSONNEL), QUARTER MASTER STORE, STAFF WELFARE CENTRE, RECREATION ROOM, PARK & PLAYGROUND ALONG WITH RELATED FACILITIES AT LEPETKATA DIBRUGARH, ASSAM FOR CISF PERSONNEL

SCHEDULE OF RATES

NAME OF WORK: TENDER FOR CONSULTANCY SERVICES FOR ARCHITECTURAL AND ENGINEERING DESIGN & CONSTRUCTION MANAGEMENT SERVICES FOR CONSTRUCTION OF TOWNSHIPS (PHASE-II) FOR BCPL EMPLOYEES AND CISF PERSONNEL AT LEPETKATA, DIBRUGARH, ASSAM.

Sl. No.	Description	% in Figure	% in Words	Evaluated cost (Rs.) based on the estimated cost of Rs.13.0 Crores
A.1	Architectural fees in %age of awarded value Of work as per the scope, terms & conditions and details laid down in the tender document. (% in Figure)			
A.2	Construction Management & Supervision Fee in %age of awarded value of work for Deploying technical Manpower and to ensure quality of the work as per the drawings and specification and Monitoring The works at various stages as laid down in the tender document.			
Sub Total A 1+A2 =A				
B	Demobilization & Remobilization charges as per GCC	Lumsum	In Word	In Figure (Rs)
Grand Total (A+B)=C				
Grand Total in Word:_____				

Applicable % of Service Tax _____

- The BCPL's estimated cost of construction of the Project is approximately **Rs.13.0 Crores**.

NOTE:

- iv) Quoted Fee shall be inclusive of all taxes excluding Service Tax which will be paid as per REVERSED CHARGE MECHANISM w.e.f. **01/07/2012**. **Bidder must indicate the applicable of Service Tax in the Schedule of Rates.**
- v) The architectural consultancy, Construction management & supervision fees shall be paid on quoted percentage of awarded value of construction package for additional infrastructure works of CISF Township.
- vi) **The work shall be awarded to overall lowest bidder as per Pt. No. C (adding all the costs at A&B)**

PLACE :

DATE :

(SEAL & SIGNATURE OF ARCHITECT)

Bid Form

To: BRAHMAPUTRA CRACKER & POLYMER LIMITED
Main Fire Station Building, P.O. Lepetkata,
Dibrugarh - 786006 Tel: 0373- 2914611

Dear Sir,

Having examined the Bid document No. **BCPL/DIB/C&P/SER/20120114/MD** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide consultancy services in conformity with the terms and conditions of bid document.

We undertake, if our bid is accepted, to complete entire work as specified in the tender document within the completion schedule specified therein.

We agree to abide by this bid for a period of four months from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ Day of 2012

Date:

Place:

Signature of authorized signatory
Name: -----

Designation:

Seal:...

Contract Agreement Form

AGREEMENT for “_____” (hereinafter called the "Job") made on _____ day of _____, 2009 between M/s _____, hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the BRAHMAPUTRA CRACKER & POLYMER LIMITED hereinafter called “BCPL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

BCPL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the LOA including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in Bid Document of BCPL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in LOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The LOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

BCPL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by BCPL upon the terms and subject to the conditions of Agreement.

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

- 1. In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONTRACTOR hereby covenants with BCPL that the CONSULTANT shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.
- 2. In consideration of the due provision execution and completion of the said Job, BCPL does hereby agree with the Agreement that BCPL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by BCPL at the amount specified in this LOA, such payment to be made at such time in such manner as provided for in the Agreement and LOA.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for
for
And on behalf of BCPL

M/s BRAHMAPUTRA CRACKER & POLYMER LIMITED

Signed and Delivered
and on behalf of

M/s _____

Date: _____

Date: _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

BRIEF SUMMARY OF AGREED TERMS AND CONDITIONS

Bidder's Name M/s.....

Bid Document No. BCPL/DIB/C&P/SER/20120114/MD

Offer Ref.....

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

S. 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.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the Bid document.	
3.	Ensure & confirm that quoted prices are inclusive of all taxes, duties, levies etc. as applicable under this contract including all costs towards carrying out any surveys, travel to India, site visits by it's personnel, stay in India, boarding, lodging, incidental expenses etc. required for Project work.	
4.	Confirm that the offer shall remain valid for acceptance up to 4 months from Final Bid Due Date/Date of Opening of Bids.	
5.	Bidder's name and address	
6.	Confirm that quoted prices shall remain firm till Completion of Project.	
7.	Please confirm the quoted prices are in Indian Rupees / US \$ / Home Currency of the bidder.	
8.	Confirm acceptance of Completion period as per requirement Specified in Bid Document (to be reckoned from date of Fax of Intent)	
9.	Confirm complete technical literatures/ catalogues and Users reference list submitted along with offer.	

S.No.	Description	Bidder's Confirmation
--------------	--------------------	------------------------------

- | | | |
|-----|--|--|
| 10. | Confirm acceptance of Price Reduction Schedule (PRS) for delay in completion beyond contractually agreed completion schedule as specified in the Bid Document. | |
| 11. | Confirm in case of delay in completion beyond contractual completion date, any new or additional taxes and duties imposed shall be to Consultant's account. | |
| 12. | Confirm acceptance of relevant Terms of Payment as specified in the Bid Document. [Payment terms indicated in Bid Document do not provide for any advance payment to be made to the bidder(s)]. | |
| 14. | Confirm acceptance in toto of the Terms & Conditions contained in- <ul style="list-style-type: none"> i) Instructions to Bidders ii) General Conditions of Contract (GCC). iii) Scope of work & Deliverables. iv) All other commercial documents/ attachments of Bid Document. | |
| a) | In case of reservations, confirm that clause wise comments have been specified as annexure to this format. | |

S.No.	Description	Bidder's Confirmation
--------------	--------------------	------------------------------

- | | | |
|-----|--|--|
| | b) All the terms & conditions have been indicated in this format (including annexure, if any) and have not been repeated in the bid elsewhere. It is noted that Terms & Conditions indicated elsewhere including any printed Terms & Conditions, shall not be considered by Owner. | |
| 15. | The bidder is required to state whether any of the Directors of bidder is not a relative of any Director of Owner or the Bidder is a firm in which any Director of Owner or his relative is a partner or the Bidder is a private company in which any Director of Owner is a member or Director. | |
| 16. | All correspondence must be in English Language only. | |
| 17. | Indicate Name & Contact No. (Telephone/Fax No.) of person(s) to whom queries, if any, are to be addressed against your bid. | |
| 18. | Owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete. | |
| 19. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder. | |

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

Signature	_____
Name	_____
Designation	_____
Office Stamp	_____
Tel No.	_____
Fax No.	_____

ANNEXURE - D

**Performa of Letter of Authority for Attending the
Bid Opening / Signing the Agreement**

Date:

BRAHMAPUTRA CRACKER & POLYMER LIMITED
Main Fire Station Building, P.O. Lepetkata,
Dibrugarh - 786006 Tel: 0373- 2914611

Sub: Tender No. **BCPL/DIB/C&P/SER/20100114/MD**

Dear Sirs,

We.....do hereby confirm that Mr.
..... is/are authorized to represent us for bid opening and
signing of the Agreement on our behalf with you against your above cited tender
for.....

We confirm that we shall be bound by all and whatsoever our representatives shall commit.

Yours faithfully

Signature

Name and Designation
For & on behalf of BIDDER

Note:

This letter of Authority should be on the letterhead of the Bidders and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind the bidder.

ANNEXURE - E

BIDDER'S EXPERIENCE

Sl. No.	Experience in similar jobs	Company Name	Contract Number & Year	Fee received in an executed single order (Rs.)

Signature _____

Name _____

Designation _____

Office Stamp _____

DISCLAIMER

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify BCPL immediately at the following address:

BRAHMAPUTRA CRACKER & POLYMER LIMITED
Main Fire Station Building, P.O. Lepetkata,
Dibrugarh - 786006 Tel: 0373- 2914611

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.

BCPL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding documents.

