



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20160101/AS

Date: 30.04.2016

To,

**ANNUAL MAINTENANCE CONTRACT FOR FIRE AND GAS DETECTORS
INSTALLED IN LEPETKATA, DULAI AJAN, LAKWA, RAILWAY SIDING
PIPELINE TERMINALS AND SV STATION OF BCPL FOR A PERIOD OF ONE
YEAR.**

LIMITED DOMESTIC COMPETITIVE BIDDING

Contact Person:

Avanti Sharma

SO(C&P)

0373-2914609/635/636

Email-avanti@bcplindia.co.in

**If tender is to be hand dropped, for entry into BCPL Premises you may please contact
in the IntercomNo. of Avanti Sharma from the CISF gate**

Intercom No-1387

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

Project Site Office: Main Fire Station Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam.

Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)

Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

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SECTION IA**REQUEST FOR QUOTATION (RFQ)**

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for Annual Maintenance Contract for Fire and Gas Detectors Installed in Lepetkata, Duliajan, Lakwa, Railway Siding, Pipeline terminals and SV station of BCPL for a Period of one year as detailed below in complete accordance with enclosed tender document.

1) SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20160101/AS
1.2.3	Bid documents available on Website & BCPL office	From 11.00hrs on 30/04/2016 on www.bcplonline.co.in and www.gaitenders.in & CPP portal
1.2.4	Period of Contract:	REFER SPECIAL CONDITION OF CONTRACT-PART B of SECTION III of tender
1.2.5	Pre-Bid Meeting	09/05/2016 on 15.00 hrs (IST)
1.2.6	Last date and time for Submission of bid	20/05/2016 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un-priced bid at BCPL, Lepetkata	20/05/2016 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days
1.2.8	Place of submission of bid	BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Earnest Money Deposit / Bid Security (Refundable)	Rs. 40,000/- (Rupees Forty Thousand Only)
1.2.10	Tender Fees (non-refundable)	Not Applicable in this tender.
1.2.11	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt. Departments.

1.2.12	Venue for Opening of Un-priced bids	CONTRACT & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.13	Contact Person	Avanti Sharma, SO(C&P) E-mail: avanti@bcplindia.co.in Ph. No. +91-373-2914609/35

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

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

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

i) EMD/Bid security.

ii) Power of Attorney.

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

2) EARNEST MONEY DEPOSIT/BID SECURITY:Rs. 40,000/-

[Refer clause no. 16 of Instruction to bidders (ITB) of Tender Document]

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

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

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

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

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

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

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

3.0 BID EVALUATION CRITERIA (BEC):

3.1 Technical BEC:

- i) The bidder should have experience of testing and calibration of Gas Detectors in Petrochemical/Fertilizer/Oil & Gas industry in India against a single order of a minimum value worth Rs 9, 45,000/- (excluding taxes and duties) in any of the preceding 7 years period to be reckoned from the due date of submission of bid.
- ii) Along with the techno-commercial bid, the bidder must submit documentary evidence i.e. copies of work order/agreement along with detailed Schedule of rates and its completion certificate/ execution certificate/Client certificate
The completion certificate/Execution certificate /Client certificate must clearly indicate the following:
 - a) Full address of Client, officer issuing certificate
 - b) Reference of relevant work order
 - c) Actual value of executed work
 - d) Date of actual completion, successful execution of works.
- iii) For running similar service contracts, if the actual executed value up-to one day prior to un-priced bid opening date, is more than the value indicated above, then the same shall also be considered as meeting the single order value criteria

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

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

NOTE TO BEC-BCPL may or may not seek any clarifications regarding documents against BEC after Technical bid opening, hence bidder must submit proper/relevant documents against BEC , failing of which offer is liable for rejection.

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

- **Attested copies of all the relevant documents viz. Work Order(s), Execution/completion Certificate(s), Annual Report / Balance Sheet and Profit & Loss Account and other documents as mentioned in BEC(NOT APPLICABLE)**

- Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney
- Attested copy of P. F. certificate.
- Attested copy of sales tax registration certificate(Not mandatory)
- Attested copy of service tax registration certificate
- Attested copy of PAN Card.
- Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 36 of Special conditions of Contract Part-A.
- Relevant documents in support of SSI, MSE unit certified by chartered accountant/statutory auditor and Notary Public as per Clause 5.

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

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

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

4) EARNEST MONEY DEPOSIT / BID SECURITY:

- **Rs. 40,000/-.** For details refer clause-16 of Instruction to bidders.
- The format of Bank Guarantee for earnest money should be as per 'Format-4' of Instruction to bidders –SECTION IIB.

5) PRE-BID MEETING:

Refer Clause-17 of Instruction to bidders.

6) PERIOD OF CONTRACT:

Period of contract will be 01 (One) year from date of LOA/LOI with a provision for extension up-to three months or part thereof at the same rates terms and conditions.

7) VALIDITY PERIOD OF OFFER:

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

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

9) GENERAL:

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- **Tender Fee: NIL**
Bidder may download the tender documents from GAIL's or BCPL's website. Bid document is non –transferable.

- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

10)TERMS OF PAYMENT:

Please refer Clause No 5.0 of Special Condition of Contract (Part –B) of SECTION-III.

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

12)FIXED PRICE:

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

13)ARBITRATION:

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

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

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator

14)FORCE MAJEURE:

Shall mean and be limited to the following:

- (a) War/Hostilities

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

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

15) REJECTION CRITERIA:

Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Bank Guarantee / Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, (Not Applicable).
- (m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

16) ORDER OF PRECEDENCE:

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

- i) RFQ Covering Letter
- ii) Instruction to Bidders
- i) Special conditions of contracts (Part B)
- ii) Special conditions of contracts (Part A)
- iii) General conditions of contracts

- 17) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-1 “Acknowledgement Cum Consent Letter” attached in the tender along-with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

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

Consignee Address:

**If you require any further information, feel free to contact us.
For Brahmaputra Cracker and Polymer Limited,
(A Government of India Enterprise)**

**Avanti Sharma
SR. OFFICER (Contracts & Procurement)
E-Mail: avanti@bcplindia.co.in
Ph no: 0373-2914609/635**

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document No.: BCPL/DIB/C&P/SER/20160101/AS

**SUB: ANNUAL MAINTENANCE CONTRACT FOR FIRE AND GAS DETECTORS
INSTALLED IN LEPETKATA, DULAI AJAN, LAKWA, RAILWAY SIDING
PIPELINE TERMINALS AND SV STATION OF BCPL FOR A PERIOD OF ONE
YEAR.**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on **20/05/2016**

Date and time for opening of bids: 15.00 hrs (IST) on **20/05/2016**

From:

To:

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

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INSTRUCTIONS TO BIDDERS

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A. General

1. Scope of Bid

- 1.1 The Employer, as defined in the General Conditions of Contract, hereinafter "the Employer", Bid wishes to receive bids for the Services as described in Section IV, Special Conditions of Contract, hereinafter referred to as "the Services".
- 1.2 The successful bidder will be expected to complete the Works within the period stated in Special Conditions of Contract.
- 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/ tenderer", "bid/ tendered", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. Eligible Bidders

2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/Fraudulent/Collusive/Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 41" (Action in case Corrupt/Fraudulent/Collusive/Coercive Practices).

2.2 The Bidder is not put on 'Holiday' by BCPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on 'Holiday' by BCPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

2.4 Bidder shall not be affiliated with a firm or entity:

- (i) That has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) That has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

3.0 Bid Evaluation Criteria:

Please refer clause 3.0 of NIT.

4.0 One Bid per bidder

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

5.0 Cost of Bidding

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

6.0 Site Visit

- 6.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
- 6.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 6.3 The Employer may conduct a Site visit concurrently with the pre-bid meeting.

7.0 SERVICE TAX:

Bidders are required to submit a copy of the Service Tax Registration Certificate while submitting the bids wherever service tax is applicable.

7.1 Quoted prices should be inclusive of all taxes and duties and excluding Service Tax. Service tax shall be quoted separately as per format of SOR. In case bidder does not mention applicable rate of service tax, his bid will be evaluated considering highest rate of service tax applicable as on date.

7.2 Please note that the responsibility of payment of Service Tax lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule 4A of service tax rules, 1994. The invoice shall also contain the following:

- (a) Name, Address & Registration No. of such Person/Contractor
- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) Service Tax Amount, if any.

Payments to Service Provider for claiming Service Tax amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of Service Tax collected from Owner.

In case CBEC (Central Board of Excise and Customs) brings to the notice of BCPL that the contractor has not remitted the amount towards service tax collected from BCPL to the government exchequer, then, that contractor shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

7.3 In case of statutory variation in Service Tax during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / Statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears. The Bidder shall submit Service Tax Registration Certificate along with their Bid. The following may also be noted:-

- a) Any increase in the rate of non-cenvatable service tax beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of service tax shall be passed on to the Employer.
- b) The base date for the purpose of applying statutory variation shall be the bid closing date.

7.4 SERVICE TAX IN CASE OF WORKS CONTRACT

7.4.1 While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e. either on actual service portion or deemed service portion.

7.4.2 Wherever Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.

Wherever Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40% or 70%) of the gross works contract value on which Service Tax is applicable.

- 7.4.3 Wherever the bidder opts for paying Service Tax on deemed service portion, the gross works contract value for the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract. The fair market value of Free Issue Material (FIM) and services, wherever applicable, to be mentioned in the Bidding Documents.
- 7.4.4 Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax in Form F-10 'Agreed terms & conditions'.
- 7.4.5 This is clearly stipulated that in case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax on total value of works contract.

7.5 Where BCPL is entitled to avail the cenvat credit of service tax:-

- 7.5.1 Owner/BCPL will reimburse the service tax to the Contractor at actuals against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case of any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.
- 7.5.2 The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

7.6 Where BCPL is not entitled to avail/take the cenvat credit of service tax:

- 7.6.1 Owner/BCPL will reimburse the service tax to the Contractor at actuals against documentary evidence subject to the ceiling amount of Service Tax as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which service tax is applicable will be modified on pro-rata basis.
- 7.6.2 The bids will be evaluated based on total price including applicable service tax.

7.8 In case of non-corporate entities, bidder is required to pay certain portion of applicable service tax and remaining portion shall be deposited by BCPL directly as per service tax act. However, in SOR, entire applicable rate/amount of service tax to be indicated by bidder.

7.9 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.

If CENVAT credit with respect to service tax is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse service tax charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such service tax together with all penalties and interest if any, against any amounts paid or payable by BCPL to Contractor.

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

8.0 Abnormally High Rates (AHR)

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

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

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

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

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

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

- 8.3.** Road Permit: NOT APPLICABLE

B. BIDDING DOCUMENTS

9. Content of Bidding Document

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

Section I. Notice Inviting Tender (NIT)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The Notice Inviting Tender (NIT) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders. Failure to

furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of his bid.

9.2 Clarification of Bidding Document

A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on BCPL's tendering web site [www.bcplonline.co.in/ <http://gailtenders.in> and Government Website] / communicated to prospective bidders by e-mail/ fax.

10. Amendment of Bidding Document

- 10.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 10.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on BCPL's tendering website [www.bcplonline.co.in/ [GAIL website http://gailtenders.in](http://gailtenders.in) and Government Website www.eprocure.gov.in] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 10.3 The Employer, if considered necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

- i) Covering Letter as per format "Submission of tender" enclosed with GCC
- ii) Bidder's general details/information as per format F-1.
- iii) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- iv) A Bid Form as per format F-2.

- v) Copies of documents as required in F-3
- vi) A confirmation that prices in requisite formats, strictly complying with the requirement, are in envelope number II "Price Bid".
- vii) Documents establishing the eligibility and conformity to the Bid Documents services, which the bidder proposes to provide.
- viii) Bid security in accordance with Clause no 2 of NIT& Clause 16 of ITB to be furnished either in the form of Banker's cheque / Bank Draft payable to BCPL at Lepetkata / Bank Guarantee as per format F-4/ Letter of Credit as per format.
- x) F 10, Declaration.
- xi) Letter of authority in favour of anyone or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-7.
- xii) Confirmation of no deviation as per Format F-8.
- xiii) Specific Experience and other details as called for in qualifying requirements. Copy of work order and completion certificates should be enclosed.
- xiv) Present commitments strictly as per format F-10.
- xv) Agreed Terms & Conditions duly filled-in at F-15.
- xvi) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
- xvii) Organization details:
 - (a) In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm' .
 - (b) In case Bidder is a partnership firm, certified copy of the partnership deed.
 - (c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association
- xvii) Any other information/details required as per bid document.

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

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

Part-II price Bid

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

13. Bid Prices:

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

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

13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract,

Special Condition of Contract or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.

- 13.4 All duties and taxes excluding Service tax payable by the Contractor under the Contract, or for any other cause, shall be included in the rates and prices and the total bid price submitted by the bidder. Service tax has to be quoted separately as per Format.
- 13.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 13.6 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words.
- 13.7 Alternative bids shall not be considered.
- 13.8 Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- 13.9 In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

14. Bid Currencies:

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

15. Bid Validity:

- 15.1 Bids shall be kept valid for 3 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

16. Bid Security:

- 16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' [in favor of **Brahmaputra Cracker & Polymer Limited (BCPL)**], payable at Dibrugarh **I** or '**Banker's Cheque**' or '**Bank Guarantee**' or '**Letter of Credit**' as per the format given in Form -4/4A of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the

Bidding Document. Bid not accompanied with Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

- 16.2 The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7".
- 16.3 BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 40 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-40"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 Bid Security should be in favor of Brahmaputra Cracker & Polymer Limited and addressed to BCPL. In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.

16.9 Wherever applicable, MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security in accordance with the provisions of PPP-2012 and Clause 44 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.

17. Pre-Bid Meeting:

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on BCPL website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18. Format and Signing of Bid:

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid and subsequent amendment/clarification (if any) shall be initialed by the person or persons signing the Bid.

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

19. Zero Deviation:

Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BCPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, to the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

20. E-Payment:

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

21. Agent/consultant/Representative/ Retainer/Associate:

Not applicable

D. SUBMISSION OF BIDS:**22. Sealing and Marking of Bids:**

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

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

Part II - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids:

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

23.2 BCPL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have been issued the bid documents, extend the deadline for submission of bids, in which case all rights and obligations of BCPL and the bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Any bid received by BCPL after the deadline for submission of bids prescribed on main body of NIT will not be considered and returned unopened to the bidder.

24. Late Bids:

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

25. Modification and Withdrawal of Bids:

- 25.1 The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal is received by BCPL prior to the deadline for submission of bid.
- 25.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 22 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 25.3 No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB.
- 25.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 25.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

E. BID OPENING AND EVALUATION:

26. Bid Opening:

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential:

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

28. Contacting the Employer:

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

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

29. Examination of bids and Determination of Responsiveness:

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

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

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

A material deviation or reservation is one

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

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

30. Correction of Errors:

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

- a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- b) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- c) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

- d) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- e) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (such unquoted item not being in large numbers), the quoted price for the purpose of evaluation shall be considered as the maximum rate quoted by the remaining bidders for such items. If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.
- f) The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31. Conversion to Single Currency for Comparison of Bids:

Not Applicable. All bids submitted must be in the currency specified at Clause 14 of ITB.

32. Evaluation and Comparison of Bids:

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

33 Preferences for Domestic Bidders:

NOT APPLICABLE

34. Purchase Preference:

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

35. Compensation for extended stay:

NOT APPLICABLE

F. AWARD OF CONTRACT:

36. Award of work:

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

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

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

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

38. Notification of Award:

- 38.1 Prior to the expiration of period of bid validity BCPL will notify the successful bidder in writing by fax, cable or telex to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Intent will constitute the formation of the Contract.
- 38.2 Delivery shall be counted from the date of notification of award / Fax of Acceptance.
- 38.3 The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause 39 of ITB.

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

39. Signing of Agreement:

- 39.1 BCPL will award the Contract to the successful bidder, who, within 15 days of receipt of the same, shall sign and return the acceptance copy to BCPL.
- 39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in Instruction to Bidder (ITB) F-14 of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security:

- 40.1 Within 30 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Article 24 of General Conditions of Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 40.2 The Bank Guarantee/DD/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Article-24 of General Conditions of The Contract.
- 40.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event BCPL may award the order to the next lowest evaluated bidder or call for new bids.

41. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

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

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

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

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

42 Misc:

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

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

44. PUBLIC PROCUREMENT POLICY (PPP), 2012:

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

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

- a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
 - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
 - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- vi) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- viii) If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.
- ix) In accordance with the provisions of the said Policy, HOD (C&P) shall be the Nodal Officer for implementation of the Policy and for redressing grievances as notified vide Gazette of India No. 502 dated 26.03.2012.
- x) If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission

Annexure-I

PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

1.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with BCPL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of BCPL.

v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three years as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**

- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- (iv) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

- (B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valuated items.

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non-performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

- 5.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 **EFFECT OF HOLIDAY**

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a

case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

6.3. Effect on other ongoing tendering:

6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

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

6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of Holiday order.

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

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Managing Director.

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER & POLYMER LIMITED
ADMINISTRATIVE BUILDING
BCPL PROJECT SITE,
LEPETKATA-786006, DIBRUGARH ASSAM, INDIA
WEBSITE: www.bcplonline.co.in

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}

13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	Service Tax No.	[Enclose copy of Service tax Registration Certificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	ESI code No.	[Enclose copy of relevant document]
22	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
23	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified it ITB)
24	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

To,
M/s BRAHMAPUTRA CRACKER & POLYMER LIMITED
ADMINISTRATIVE BUILDING
BCPL PROJECT SITE,
LEPETKATA-786006, DIBRUGARH ASSAM, INDIA
WEBSITE: www.bcplonline.co.in
SUB:
TENDER NO:

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of
“_____ including
"Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of
Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly
acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in
conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period of "three [03] months" from the date of opening of
"Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by
any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" equal
to "_____ of the Contract Price" or as mentioned in Tender Document for the due
performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including
addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement
between us.

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

To,
M/s BRAHMAPUTRA CRACKER & POLYMER LIMITED
ADMINISTRATIVE BUILDING
BCPL PROJECT SITE,
LEPETKATA-786006, DIBRUGARH ASSAM, INDIA
WEBSITE: www.bcplonline.co.in

SUB:
TENDER NO:

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. Bid Security/EMD
7. Tender Fee
8. Power of Attorney
9. Duly certified document from chartered engineer and or chartered accountant.

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with the Stamp Act)

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)
 (NAME) :
 (OFFICIAL ADDRESS):

(SIGNATURE)
 (NAME)
 Designation with Bank Stamp
 Attorney as per _____

Power of Attorney No.
 Date: _____

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION,
COURT RECEIVERSHIP

To,
M/s BRAHMAPUTRA CRACKER & POLYMER LIMITED
ADMINISTRATIVE BUILDING
BCPL PROJECT SITE,
LEPETKATA-786006, DIBRUGARH ASSAM, INDIA
WEBSITE: www.bcplonline.co.in

SUB:
TENDER NO:

Dear Sir,

We hereby confirm that we are not on 'Holiday' by BCPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt & fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL or the Ministry of Chemicals and Fertilizer(MoCF).

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

In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by us.

Place:	[Signature of Authorized Signatory of Bidder]
Date:	Name:
	Designation:
	Seal:

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,
M/s BRAHMAPUTRA CRACKER & POLYMER LIMITED
ADMINISTRATIVE BUILDING
BCPL PROJECT SITE,
LEPETKATA-786006, DIBRUGARH ASSAM, INDIA
WEBSITE: www.bcplonline.co.in

SUB:
TENDER NO:

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “
_____”, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer 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 Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:
 Bidder)
 Date:

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

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

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:
Date:

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

BIDDER'S QUERIES FOR PRE-BID MEETING

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

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

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

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

SEAL AND SIGNATURE OF BIDDER

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

To:

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

Dear Sirs,

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

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

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

Yours faithfully,

 Bank
 By its Constituted Attorney

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

DECLARATION

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

Dear Sir,

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
SENIOR OFFICER(C&P)
BRAHMAPUTRA CRACKER & POLYMER LTD.
"ADMINISTRATIVE BUILDING", P.O.LEPETKATA
DIBRUGARH, ASSAM, PIN - 786006
FAX: 0373 - 2914611 / 2914609

SUBJECT: ANNUAL MAINTENANCE CONTRACT FOR FIRE AND GAS DETECTORS INSTALLED IN LEPETKATA, DULAIAJAN, LAKWA, RAILWAY SIDING PIPELINE TERMINALS AND SV STATION OF BCPL FOR A PERIOD OF ONE YEAR

Dear Sir,

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

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

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

(i) Postal Address	:	_____

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

B) Details of Contact person:

(i) Postal Address	:	_____

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

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

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

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used. AND WHEREAS The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT and
3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said

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

BRAHMAPUTRA CRACKER & POLYMER LIMITED (NAME OF THE CONTRACTOR)

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1 . _____

2. _____

2. _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s.

Offer Ref.

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

Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1	It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2	Please confirm the currency of quoted prices is in Indian Rupees.	
3	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Service Tax & Edu. Cess thereon	ST:% Edu. Cess:% thereon
5	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8	Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
9	Confirm that the offer shall remain valid for acceptance up to 3 (Three) months from Final Bid Due Date /Date of Opening of Bids	
10	Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally	

		responsible for the damages or loss to BCPL	
11		Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).	
12		Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	
13		Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
14		Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	
	a	Bid Security No. & Date	
	b	Value & validity	
	c	Name & address of Bank Issuing Bid Security	
15		Provide PAN number.	
16		Provide Service Tax Registration number.	
17		Provide Sales Tax (VAT / CST) Registration number.	
18		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
19		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format clearly mentioned as quoted.	
20		Confirmed that all terms and conditions of the tender are acceptable in totality	
21		Bidder's name and address	
22		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
23		Confirm acceptance in totality of the Terms & Conditions contained in:	
	i	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	iii	Special Conditions of Contract (SCC)	
	iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
24		Confirm that Annual Reports for the last three financial years are furnished along-with the Un-priced Bid.	NOT APPLICABLE
25		Confirm that, in case of contradiction between the confirmations provided in this format and terms &	

		conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
26		Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
27		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Format-16.	NOT APPLICABLE
28		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
29		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
30	a	MSME Clause/PPP relevant document (If applicable)	
	i	SC/ST along with proof	
	ii	Chartered Accountant /Statutory Auditor Certificate	
	iii	Proof of nature of firm	
	b	Confirm that Enterprise Memorandum (EM)-II has been submitted in case of MSE covering the item/service quoted for	
	c	Bidder hereby confirms that we are registered under MSME and registered for the service covered under this tender AND any wrong declaration would be dealt by BCPL as per provision of tender	YES/NO
31		All items of each SOR has been quoted	
32		Confirmation of compliance for Period of Contract	

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

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

Office Stamp -----

NOT APPLICABLE IN THIS TENDER

F-16

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

(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dibrugarh-786006

Dear Sir,

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

It is confirmed that against tender No: _____ dated.....
..... for
....."name of job/supply) ,
M/s.....(Name of the Bank with address) confirms
availability of line of credit to

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

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

Yours truly

For.....

(Authorized signatory)

Name of the signatory :

Designation :

**REQUEST FOR RECEIVING E-PAYMENTS FROM BCPL DIRECTLY IN THE BANK
ACCOUNT OF THE VENDOR/CONTRACTOR**

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

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

Dear Madam/ Sir,

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

Thanking You,
Yours truly,

(Signature of vendor/contractor)

Name: _____

Address: _____

Encl: Cancelled Cheque

CERTIFICATE FROM BANK

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

(Signature with Seal of Bank)

Branch Manager/ Authorised Signatory

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

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

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

SUB:

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

(Please put a tick in the appropriate box)

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

Place:

Date:

NOTE-

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

Brahmaputra Cracker & Polymer Limited
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)

- i) Project/Site office :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

Sl. No.	Range (Marks)	Rating	Signature of Authorized Signatory:
1	60 & below	POOR	
2	61-75	FAIR	Name:
3	76-90	GOOD	
4	More than 90	VERY GOOD	Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
---	-----------------------	--------------

a) Upto 3 months	Before CDD	40	
	Delay upto 4 weeks	35	
	" 8 weeks	30	
	" 10 weeks	25	
	" 12 weeks	20	
	" 16 weeks	15	
	More than 16 weeks		0
b) Above 3 months	Before CDD	40	
	Delay upto 4 weeks	35	
	" 8 weeks	30	
	" 10 weeks	25	
	" 16 weeks	20	
	" 20 weeks	15	
	" 24 weeks	10	
	More than 24 weeks		0

1.2 QUALITY PERFORMANCE

40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects Marks to be allocated on 10 marks
prorata basis for acceptable
quantity as compared to total
quantity for normal cases

ii) When quality failure endanger
system integration
- low severe nature 10-25 marks
and safety of the
system

iii) Number of
deviations

Failure of severe nature 0 marks
- Moderate nature 5 marks

1. No deviation 5 marks
2. No. of deviations ≤ 2 2 marks
3. No. of deviations > 2 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks

iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

Brahmaputra Cracker & Polymer Limited
PERFORMANCE RATING DATA SHEET
(FOR O&M)

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING ()**

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure: 40 marks

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

1.3 RELIABILITY PERFORMANCE**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

**CONSENT LETTER ON ACCEPTANCE OF GENERAL CONDITIONS OF CONTRACTS
(GCC)/GENERAL PURCHASE CONDITION (GPC)**

NIT/RFQ NUMBER:

Dated:

Dear Sir,

In reference to the Tender number _____, Dated _____, I/we have read the following Conditions of Contract which is available in the BCPL website.

I/ we further confirm that we have agreed to all the conditions as printed/available in the Documents in BCPL website in entirety and unconditionally.

1. General Conditions of Contract.

(http://www.bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf)

Thanking you,

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

Name:

Designation:

Company Seal:

BRAHMAPUTRA CRACKER AND POLYMER LIMITED
 (□□□□ □□□□□ □□ □□□□□□)/ (A Govt. of India Enterprise)

FOR GENERATION OF VENDOR CODE

1) VENDOR TYPE	MATERIAL(PMAT) / SERVICE (PSER)
2) ACCOUNT TYPE	Z001 Vendor for Raw Material Z002 Supplier/Contractor-Local Z003 Supplier/Contractor-Foreign Z004 Supplier/Contractor-Capital-Lo Z005 Supplier/Contractor-Capital-Fo Z006 Consultants - Local Z007 Consultants - Foreign Z008 Fright, Hand & clearing charge Z009 Government Payment Z010 Employee Vendor Z012 Employees on Secondment Z013 Rent Vendors Z014 Bank Loan
3) TITLE	Company / MR. / MR. & MRS. / Ms.
4) NAME	
5) ADDRESS	
6) DISTRICT	
7) PIN CODE	
8) CITY	
9) COUNTRY *	
10) REGION *	
11) TELEPHONE - MOBILE	
12) FAX	
13) CONTACT PERSON	
14) E-MAIL ID	
15) Under SSI / NSIC or other	
16) TIN NO./CST NO./VAT NO.	_____ / _____ / _____
17) PAN NO.	
18) SERVICE TAX NO.	

19) ECC NO.	
20) EXCISE RANGE	
21) EXCISE DIVISION	
22) EXCISE COMMISSIONATE	
23) BANK ACCOUNT NO. With Scan copy of chq.	
For country & region may please refer the next page	

NAME SIGN & SEAL

SPECIAL CONDITIONS OF CONTRACT [SCC]

SUBJECT: ANNUAL MAINTENANCE CONTRACT FOR FIRE AND GAS DETECTORS INSTALLED IN LEPETKATA, DULAIJAN, LAKWA, RAILWAY SIDING PIPELINE TERMINALS AND SV STATIONS OF BCPL FOR A PERIOD OF ONE YEAR.

The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, Specifications, Drawings and any other documents forming part of the contract, wherever the context so requires.

1.0 INTRODUCTION:

1.1.0 M/s. Brahmaputra Cracker and Polymer Limited (BCPL), a joint venture of M/s GAIL(India) Ltd, M/s OIL India Ltd. (OIL), M/s Numaligarh Refineries Ltd. (NRL) and Assam Govt., has been set up as a grass-root petrochemical project in Assam. The project involves setting up Petrochemicals Complex at Lepetkata, Dist. Dibrugarh, Assam, comprising of a Gas Sweetening unit, C2+ Liquid recovery unit, Ethylene Cracker Unit, LLDPE/HDPE unit and PP unit. Apart from the process units, the complex has integrated Utility Generation and Offsite Storage Facilities along with various infrastructure facilities. The capacity of the Ethylene Cracker unit is 2, 20,000 TPA of ethylene and about 60,000 TPA of propylene. The feed source for the Cracker complex is primarily gas available at OIL's gas gathering facilities at Dulaijan, ONGC's gas available at Lakwa and naphtha from NRL which is being unloaded at Railway Siding, about 7 Kms from Lepetkata.

There is one gas compression, dehydration and dispatch facilities at Dulaijan (about 60kms from Dibrugarh) including rich gas pipeline to transport gas to petrochemical complex at Lepetkata. A lean gas pipeline will transfer the lean gas from Lepetkata to Dulaijan for returning lean gas to Dulaijan after recovery of C2+ liquid at Lepetkata complex. There are two sectionalizing valve stations SV-1(16 km from Lepetkata) and SV-2(32 Km from Lepetkata) in the above said pipeline.

In addition there is one Gas Sweetening Unit and C2+ Liquid Recovery unit at Lakwa (80 km from Lepetkata) including C2+ liquid pipeline from Lakwa to Lepetkata. There are four sectionalizing valve stations SV-1, SV-2, SV-3 and SV-4 in the above said pipeline.

1.2.0 The contractor should be familiar to work in any Hydrocarbon related industry.

1.3.0 At BCPL approximately 700 nos. of Gas and Fire Detectors at Lepetkata, Lakwa, Dulaijan, Railway Siding, Pipelines as per follows:

Lepetkata: 540 No's

Dulaijan: 40 No's

Lakwa: 80 No's

Railway Siding: 20 No's

Pipeline & Terminal: 20 No's

These quantities are tentative and actual quantity may vary. These Gas Detectors are to be calibrated to minimum twice yearly. Ensure proper functioning / safety of the systems.

Types of Detectors to be calibrated are as follows:

1. Hydrocarbon Detector.
2. Fire Detector

3. Hydrogen Detector
4. Oxygen Detector
5. Chlorine Detector
6. H₂S Detector
7. Line of Sight (LOS) Detector

2.0 SCOPE OF WORK:

2.1.1 The contractor has to execute the calibration, testing and certification of Gas Detectors at BCPL, as per SOR items and as per instructions of EIC. The scope will include but not limited to the following:

- Alarm Setting of Gas Detectors.
- Changing the Orientation of Gas Detectors if Required.
- Replacement of Faulty Parts with Spares (Spare will be supplied by BCPL)
- Resolving communication issue with DCS, PLC.
- Cleaning of parts if required
- Calibration & Generation of Report as per BCPL approved Format
- Resolving problems with Detection Panel/Indicator

2.1.2 Normally contractor is required to work between 8:30 am to 6:00 pm, excluding Sundays / GH / Holidays. However, if required due to urgency of jobs, contractor has to arrange to carry out the jobs overnight to finish the job at the earliest possible time without any extra charge.

2.1.3 During shutdown contractor has to gear up his team to work round the clock. Hence, adequate, additional manpower and tools should be made available, as per the instruction of EIC.

ROLE OF SUPERVISOR/SITE INCHARGE DEPLOYED BY CONTRACTOR

It is mandatory to depute minimum one qualified supervisor at site for all working days. The supervisor should be able to manage site activities while executing job at site, guide his personnel to carry out the work with proper safety and as per the instructions of the Engineer-In-Charge. The contractor has to provide the contact details of the supervisor including mobile no. to the EIC.

All the personnel engaged by the contractor shall report to the Contractor's supervisor daily for allocation of job.

Supervisor must be capable to arrange crews in case of emergency, immediately at site.

He will have full authority and will supervise and coordinate the jobs envisaged here safely as per Industry standard and ensure safety of work, receive instructions, correspondence letters, etc. from Engineer-In-Charge and ensure satisfactory performance of all works and services as per the scope of work of the subject contract.

The major responsibilities shall be as follows:-

- a) Reporting to EIC in General shift at 08:30 Hrs. on all working days.
- b) Taking Work Permit (Hot Work Permit/Cold Work Permit/Work at Height) from Shift-In – Charge to carry out any job in the plant.
- c) Maintaining Attendance Register of all employees/manpower deployed under the contract on daily basis and submission of attendance report to the EIC on daily basis.
- e) Arrangement of gate passes in time for all workers.

- f) Arrangement of resources and follow up for issuance of material from C&P store or any other location within plant as per directions of the EIC.
- g) Submission of computerized annual wage sheet chart, attendance chart etc or any other such report as desired by EIC from time to time.
- h) Arrangement of manpower for assistance services during emergencies or for extra/contingent jobs.
- i) Any other duty for smooth operation of contract as per instructions of the EIC.

2.1.4 Detailed job description of SOR items is given below:

SOR No. 1:

Maintenance/Testing/Calibration of Gas Detectors including supply of zero, calibration Gas and all necessary consumables as per **OISD-153, IS/IEC 60079-29 and OEM guidelines.**

The calibration and testing will be witnessed by the Engineer –in – Charge (EIC)/ Site – in – Charge or his authorized representative.

Generation of Calibration Report in BCPL approved format for all the Gas Detector should include general data including Gas Detector serial number, date of calibration, next due date as per standard.

The contractor shall arrange tagging of Gas Detectors after calibration in aluminum tag plates with minimum details as below:

- a. Tag No:
- b. Date of Calibration:
- c. Next due Date:

Frequency of Calibration will be normally once in six months

3.0. TIME OF COMPLETION / CONTRACT PERIOD

3.1 The initial period of the annual maintenance contract shall be one year i.e. 12 months from the date of issuing the TOI / LOI/W.O which is further extendable to another 03 months based upon the performance of contractor and the job requirement on same rates, terms and conditions.

3.2 The decision of the “EIC” regarding extension of the contract shall be final and binding on the contractor.

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

4.0 MOBILIZATION PERIOD

The contractor shall mobilize the manpower etc. for undertaking the contractual obligation at the commencement of the contract, within **two weeks** period after call notice is given by BCPL.

5.0 TERMS OF PAYMENT

- 5.1 Contractor is required to submit running bills quarterly in quadruplicate to EIC by first week of every month for the jobs carried out in previous month for certification and payment.
- 5.2 In case of any damage to BCPL’s property during the work of the contractor or his employees, deduction will be made from the total claims according to the total evaluated cost

of the damaged article. The evaluation of the damage will be done at the sole discretion of BCPL as decided by the EIC.

- 5.3 The quoted rate shall remain firm during the contract period and no escalation will be granted on whatsoever ground including among others increase in cost of labour, consumables etc.

6.0 DEFECT LIABILITY PERIOD:

The Contractor shall guarantee the work done (Testing & Certification Validity) for a period of 6 months from the date of calibration and Installation. Any damage or defect which may arise due to defective or negligence on the part of contractor shall be rectified within defect liability period free of cost.

7.0 FACILITY TO BE PROVIDED BY BCPL FREE OF COST.

- 7.1 The spares required for maintenance of the Gas Detectors will be provided by BCPL free of cost depending on the availability. But all necessary consumables for conductance of said job will be under scope of Bidder

8.0 BIDDER'S SCOPE OF SUPPLY:

- 8.1 Supply of Zero and Calibration Gas for all types of Gas Detectors will be under bidder's scope. Specification of Zero and Calibration Gas will be as per OEM (Original Equipment Manufacturer) or as per BCPL instruction. All gas cylinders to have valid certificate and fitted with necessary accessories. The Gas Cylinder should be kept properly with safety.
- 8.2 Tools, tackles, measuring instruments, cylinder trolley and any other instruments required for calibration will be in the scope of the bidder.

9.0 SPECIFIC INSTRUCTIONS TO CARRY OUT THE JOB.

In case it is found that terms and conditions of the contract are not being followed fully, then BCPL will send notice to contractor to take remedial measures within 24Hrs. and in case of neglect of the notice, suitable action shall be taken against the contractor at his / her risk & cost which may include termination of contract.

The jobs shall only be carried out as per instruction of "EIC".

- 9.1 The contractor has to comply all safety requirements for the execution of the job, as per instructions of Plant Safety Officer / "EIC".
- 9.2 The Contractor has to ensure cleanliness of area under the rule of safety and good housekeeping.
- 9.3 The contractor shall ensure uninterrupted services for carrying out all SOR items by providing sufficient resources etc. as per instructions of EIC.
- 9.4 The contractor shall employ such workers who are above 18 years of age. All personnel employed by the contractor shall have sound health, good character and conduct. They shall be medically fit and fully competent to perform the work.
- 9.5 The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton uniforms embroidered with company's/ agency's name and shall be polite decent and courteous to all officers /

employees / workmen of BCPL and shall maintain high standard of discipline, decency and decorum.

- 9.6 Contractor shall maintain first aid facility for his employees. However first aid, as available with BCPL, will be provided and also ambulance up to nearest hospital will be provided by BCPL, if available. Remaining expenditure will have to be borne by the contractor.
- 9.7 The workforce deployed by the contractor must have required experience of the job.
- 9.8 BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline. If any replacement is sought by EIC, the same shall have to be arranged by the contractor within 24 Hours or as per instruction of EIC. In case of any dispute the decision of EIC shall be final and binding.
- 9.9 All personnel, deployed at site by the contractor, shall be familiar with the working culture and standards, safety norms prevailing in petrochemical / chemical processing plants. All jobs are to be carried out under the proper supervision of contractor.
- 9.10 Transportation of Bidder's manpower to the site and back and their accommodation shall be the responsibility of the Bidder. BCPL shall have no obligation in this regard.
- 9.11 Transportation of Bidder's manpower along with tools, tackles, calibration gas etc. to different sites like Lepetkata, Lakwa, Duliajan, Railway Siding, Pipelines shall be the responsibility of the Bidder. BCPL shall have no obligation in this regard.
- 9.12 Fooding, Lodging, Boarding, Travelling, Local conveyance of Bidder's manpower shall be the responsibility of the Bidder. BCPL shall have no obligation in this regard.
- 9.13 Normally the work shall be carried out on working days. But due to the exigencies, it may so happen that work may be required to be taken up Sunday, holiday or Second Saturday, which will be treated at par with normal working days. No emergency charges/overtime shall be paid for providing services on above occasions.
- 9.14 The manpower deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of this contract.
- 9.15 The Contractor shall employ Engineers/technicians having sufficient experience and exposure to working on Gas Detectors of different makes like Honeywell, Detronics, Oliver, Crowcone Net Safety etc. Bio-data of the technician shall be produced before deployment of execution of the contract
- 9.16 The Contractor is responsible for obtaining labour license from appropriate authorities if required.

10.0 SAFETY OF MANPOWER:

The Contractor shall perform the work under this contract observing all relevant safety rules and regulation safety rules and regulation safety devices/PPEs such as helmet, safety shoes, asbestos gloves, suitably rated safety belts etc. shall always be available with the staff and their use shall be enforced. Besides, any specific instruction by the Engineer-in-charge or his representative shall be followed strictly.

11.0 RIGHT TO GET SERVICES THROUGH OTHER AGENCIES

- 11.1 Nothing contained herein shall restrict the owner from accepting similar services from other agencies at its discretion.
- 11.2 In case of non-availability of the services by the contractor on any day, BCPL has the right to get the same done by any other agency at the risk, cost and responsibility of the contractor. In addition 10% of the service charges will be deducted from the contractor's dues.

12.0 PENALTY CLAUSE FOR NON PERFORMANCE

- 12.1 In case of failure on the part of the contractor causing safety problem or production loss or mechanical damage to any property belonging to BCPL, Contractor shall be penalized at a flat rate 5% of amount bill in that particular month subject to maximum penalty of 25% of amount billed in that month plus actual cost of equipment damaged as per the discretion of the "EIC".
- 12.2 The contractor shall ensure the proper handling of facilities provided by BCPL. In case of any damage, the cost, as decided by the EIC shall be back charged to the contractor from his Running bills.
- 12.3 Nothing, contained herein, shall restrict the owner from accepting similar services from other agencies, at its discretion.
- 12.4 If the contractor fails to mobilize the required resources within reasonable time as decided by EIC, BCPL MAY GET THE WORK DONE THROUGH OTHER Agency at the risk and cost to the contractor and the security deposit of the contractor is liable to be forfeited. **Penalty @ Rs.500** per Gas Detector per day including Sundays & Holidays will be levied, if Gas Detectors calibration jobs are kept pending due to absence of manpower / tools etc. from scheduled date of calibration.

13.0 INSURANCE & DAMAGE TO PROPERTY:

Contractor will be responsible for insurance coverage of his personnel and BCPL will have no liability what so ever, on this account. Damage, if any to roads / building / structures equipment, property during execution of work will be made well by the contractor.

14.0 SCHEDULE OF RATES & QUANTUM OF JOBS:

- 14.1 The quantities shown in schedule of rates are for a period of one year only. SOR rate will be same for all locations of BCPL and rate will remain firm and fixed for all locations.
- 14.2 Payment shall be made only for the actual jobs carried out, duly certified by the EIC. BCPL does not give any guarantee regarding quantum of jobs. The decision of EIC regarding operating the schedule of quantities shall be final and binding to the contractor.
- 14.3 The rates quoted by the contractor shall remain firm throughout the period of the contract. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind required to execute the work.

- 14.4 The owner reserves the right to interpolate or extrapolate the rates for any new items of work not covered in schedule of rates, from the similar items already available in schedule of rates. All the works, item wise, shall be measured upon completion and paid for, at the rates quoted and accepted in the SOR. For any activity, which is not specifically covered in the SOR description, but is covered under Special condition of contract /Scope of work /Specification / Drawing etc., no extra claim shall be entertained, since SOR is to be read in conjunction with other documents forming part of the tender.
- 14.5 All temporary and ancillary works including enabling works connected with the works shall be the responsibility of the contractor and the price quoted in the SOR by them shall be deemed to have included the cost of such works.

15.0 MINIMUM GUARANTEED AMOUNT:

The minimum guaranteed amount is not applicable for this contract.

16.0 TERMINATION OF CONTRACT:

- 16.1 Notwithstanding anything contained elsewhere, the BCPL may at any time its discretion terminate the contract or part of the contract after giving 15 days' notice in writing to the contractor without assigning any reason and upon such termination the BCPL shall have the right to remove bidder's materials from site and the contractor shall be paid price of the work satisfactorily completed in accordance with the provisions of this contract.
- 16.2 If BCPL considers that the performance of the contractor under the contract is unsatisfactory or not up to the expected standard, then BCPL shall notify the contractor in writing and may specify in details the cause of its dissatisfaction. The BCPL shall have requisition contained in the said written notice issued by the BCPL to the contractor within 10 days of the receipt thereof.

17.0 COMPLIANCE WITH LAWS:

- 17.1 The contractor (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour laws legislations including Labour license from the competent authority under the Contract Labour (Regulation & Abolition) Act. 1970 and rules made thereafter.
- 17.2 The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Act. 1952, the ESI Act., 1948, the Contract Labour (Regulation and Abolition) Act., 1970, the Minimum Wages Act., 1948, the Payment of Wages Act., 1936, the Workmen's Compensation Act. , 1923, and other relevant Acts, Rules & Regulations in force from time to time.
- 17.3 The Contractor shall exclusively be liable for noncompliance of the provision of any acts, laws, rules and regulations having direct or indirect application for the persons engaged under this contract. The Contractor shall indemnify BCPL against all actions, suits, proceedings, claims losses, damages etc. which may arise under Minimum Wages Act, Payment of Wages Acts, Workmen Compensation Act, Personal Injury

(Company Insurance) Act, ESI Act, Fatal Accident Act, Family Pension and Deposit Linked Insurance Scheme, Motor Vehicles Act 1988, Motor Vehicle Rules as framed by various State Governments, Central Excise or any other Act or Statutes not herein specifically mentioned.

18.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:

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

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

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

19.0 TESTS AND INSPECTION:

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

20.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

21.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

22.0 MISCELLANEOUS:

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

23.0 SCHEDULE OF RATES:

- 23.1 The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.
- 23.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

24.0 COMPENSATION FOR DELAY:

- 24.1 In case of delay in mobilization or in completion of work in all respects and to the full satisfaction of Engineer-In-Charge, the Engineer-In-Charge may at his discretion impose a penalty at the rate of 0.5% per week or part thereof limited to 5% of the contract value.
- 24.2 Alternatively, in case the Engineer-In-Charge feels that the progress of work is dissatisfactory and the work may be delayed beyond the scheduled or contractual completion date, he may at his discretion get the work done through other agency at the risk and cost of the contractor without prejudice to other rights available to owner under the contract. The decision of the Engineer-In-Charge shall be final and binding in this regard.

25.0 SUPERVISION OF WORK:

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

26.0 CLEARANCE OF SITE:

- 26.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by Engineer-in-charge.
- 26.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.
- 26.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

27.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

28.0 CARE OF WORKS:

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

29.0 DEFENCE OF SUITS:

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

30.0 SUB-LETTING OF WORK:

No contractor shall sublet or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd., Company, Proprietorship firm etc without the prior written permission of BCPL. In case the contractor sublets or assigns the contract in part or whole without the prior written permission of BCPL and any claim referred by any firm / individual to BCPL stating that the main contractor has not paid his or their dues/ payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub-contractor/ individual/ vendor (s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub-contractor jointly submits a joint written settlement to BCPL.

31.0AFFIDAVIT:

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

37.0 Other Guidelines for adherence to various labour legislations towards the contract

- A) The Contractor shall have his own PF code no. with the RPFC as required under EPF Misc. Provisions Act, 1952.
- B) The Contractors shall periodically submit the proof of depositing PF contribution with RPFC.
- C) The Contractor is responsible for obtaining the labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the Office of ALC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- D) The Contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
- E) The Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, , the payment of Wages Act, 1936, the Workmen Compensation Act, 2010 and other relevant Acts, Rules and Regulations enforced from time to time.
- F) The Contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- G) The Contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- H) The Contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- I) The Contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- J) The Contractor is required to maintain registers and records as required under different laws.
- K) The Contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the work place and injury sustained out of and in course of and out of employment in respect of personnel deployed by the contractor as per Workmen's Compensation Act, 1923 and rules framed there under.
- L) The Vendor shall take care of the health insurance of all their employees and workmen deputed for this work.
- M) The party will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.

COMPLIANCE TO STATUTORY AND LEGAL REGULATIONS:

1. The Contractor/contracting firm shall obtain comprehensive insurance policy (CAR policy) covering all risks such as accidents, injuries and death likely to be caused to his workers or to a

third person including loss to the properties of Owner/BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.

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

with PF Authorities for the contract workers engaged by him in BCPL while submitting monthly bills.

13. No contract worker/manpower/labour below the age of 18 years shall be deployed on work at BCPL site.
14. While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated the contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any Act rules and regulations of center/state/local statutory authorities.
15. The Contractor and the manpower/workers deployed by him, have to strictly comply and adhere to the fire prevention/protection, safety rules, regulations and policies of BCPL in force from time to time.
16. No accommodation will be provided to the Contractor/contracting firm by BCPL.

SECTION-IV

**GENERAL CONDITION OF CONTRACT
(ATTACHED SEPARATELY)**

SCHEDULE OF RATES

SCHEDULE OF RATES [UN-PRICED BID]

BIDDER TO MENTION AS “QUOTED” IN UN-PRICED SOR

**ANNUAL MAINTENANCE CONTRACT FOR FIRE AND GAS DETECTORS INSTALLED IN
LEPETKATA, DULAI AJAN, LAKWA, RAILWAY SIDING PIPELINE TERMINALS AND
SV STATION OF BCPL FOR A PERIOD OF ONE YEAR**

TENDER NO: BCPL/DIB/C&P/SER/20160101/AS

SL No.	Description of Items (Model)	Unit	Qty.	Unit Rate (Rs) (In figure)	Unit Rate (Rs) (In words)	Total Amount(Rs) (In figure)	Total Amount (In words)
		A	B	C	D	E=(BXC)	
1	Maintenance, Testing, Calibration of all types of Gas detectors including supply of Zero and Calibration Gas as per Scope of Work and SCC	EA	1400	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE
GRAND TOTAL: DO NOT QUOTE						DO NOT QUOTE	DO NOT QUOTE

SERVICE TAX = _____ DO NOT QUOTE

GRAND TOTAL IN WORDS- DO NOT QUOTE

Note :

1. Quoted rates should be as per Scope of Work.
2. Bidders are required to quote the rates strictly as per the above SOR and not to use any other format.
3. Rates should be quoted including all taxes & duties except Service tax. Service tax shall be quoted separately as per Format.
4. Quantities shown in the SOR is tentative which may increase or decrease.
5. Bidders are advised not to mention rebate/ discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any rebate / discount, they should include the same in the item rate(s) itself under the "SCHEDULE OF RATES (SOR)" and indicate the discounted unit rate(s) only.
6. In case, it is observed that any of the bidder(s) has/have mentioned discount/ rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the discount/ rebate offered by the bidder shall be considered for award of work and the same will be conclusive and binding on the bidder.

Date:	<i>Name of authorized person submitting the tender on behalf of the Bidder :</i>	
	<i>Designation of authorized person:</i>	
	<i>Name of firm / Contractor:</i>	
	<i>Address of firm / Contractor:</i>	
	<i>Date:</i>	

SCHEDULE OF RATES [PRICED BID]

BIDDER TO MENTION PRICE IN PRICED SOR

**ANNUAL MAINTENANCE CONTRACT FOR FIRE AND GAS DETECTORS INSTALLED IN
LEPETKATA, DULAIJAN, LAKWA, RAILWAY SIDING PIPELINE TERMINALS AND SV
STATION OF BCPL FOR A PERIOD OF ONE YEAR**

TENDER NO: BCPL/DIB/C&P/SER/20160101/AS

SL No.	Description of Items (Model)	Unit	Qty.	Unit Rate (Rs) (In figure)	Unit Rate (Rs) (In words)	Total Amount(Rs) (In figure)	Total Amount (In words)
		A	B	C	D	E=(BXC)	
1	Maintenance, Testing, Calibration of all types of Gas detectors including supply of Zero and Calibration Gas as per Scope of Work and SCC	EA	1400				
GRAND TOTAL:							

SERVICE TAX = _____

GRAND TOTAL IN WORDS-

Note :

1. Quoted rates should be as per Scope of Work.
2. Bidders are required to quote the rates strictly as per the above SOR and not to use any other format.
3. Rates should be quoted including all taxes & duties except Service tax. Service tax shall be quoted separately as per Format.
4. Quantities shown in the SOR is tentative which may increase or decrease.
5. Bidders are advised not to mention rebate/ discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any rebate / discount, they should include the same in the item rate(s) itself under the "SCHEDULE OF RATES (SOR)" and indicate the discounted unit rate(s) only.
6. In case, it is observed that any of the bidder(s) has/have mentioned discount/rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the discount/ rebate offered by the bidder shall be considered for award of work and the same will be conclusive and binding on the bidder.

Date: *Name of authorized person submitting the tender on behalf of the Bidder* :

Designation of authorized person:

Name of firm / Contractor:

Address of firm / Contractor:

Date: