



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20140115/AR

Date: 01/07/2014

To,

**BID DOCUMENT FOR HIRING OF SERVICES FOR OPERATION AND
MAINTENANCE OF TELECOM SYSTEMS AT BCPL LEPETKATA AND GDU
DULIAJAN**

LIMITED DOMESTIC COMPETITIVE BIDDING

*Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
“Admin Building”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel# +91-373-2914635/36*

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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 **HIRING OF SERVICES FOR OPERATION AND MAINTENANCE OF TELECOM SYSTEMS AT BCPL LEPETKATA AND GDU DULIAJAN**

, 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/20140115/ AR
1.2.3	Bid documents available on Website & BCPL office	From 1600 hrs on 01/07/2014 on www.bcplonline.co.in and www.gailtenders.in and CPP Portal
1.2.4	Contract Schedule	The duration of contract shall be 24 (Twenty Four) months from the date of commencement of the contract. The date of commencement of the Contract shall be reckoned to be the date of actual initial deployment of manpower for assistance services after intimation by the EIC.
1.2.5	Pre-Bid Meeting	08/07/2014 on 15.00 hrs (IST)
1.2.6	Last date and time for Submission of bid	22/07/2014 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un -priced bid at BCPL, Lepetkata	22/07/2014 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	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMIN BUILDING, C&P DEPARTMENT P.O. - BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Earnest Money Deposit / Bid Security (Refundable)	Rs 27,450/-
1.2.10	Security Deposit/CPBG	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5%

		of Annualized Contract Value excluding taxes & duties (valid up to 3 months beyond Contract Period) 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.
1.2.11	Tender Fees (non-refundable)	NA
1.2.12	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMIN BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.13	Contact Person	Amrisha Rajkhowa, Sr. Officer (C&P) E-mail: arajkhowa@bcplindia.co.in Ph. No. +91-373-2914635/36

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.**

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.

2) BIDDER'S EVALUATION CRITERIA:

2.1 Technical BEC:

2.1.1 The bidder should have executed at least one similar Single work order of value not less than Rs. 3.50 Lakhs (Rupees Three lakhs fifty thousand only) for providing operation & maintenance services of Telecom systems in any of the preceding seven (07) years reckoned from the last date of bid submission.

2.1.2 The bidder must submit client completion certificate towards the execution of the job as well as copy of the work order (Work Order value to be clearly mentioned) along with the un-priced bid.

Bidder must submit notarized / attested copies of relevant work order and its completion certificate issued by the end user in support of meeting the above experience. Copy of work order must indicate reference no. of work order/ date, scope of work, SOR items, contract value & contract period. Copy of completion certificate must indicate reference no. of work order/date, actual date of contract started & completed and actual executed value of work order.

2.1.3 For similar service contracts which are still running, if the actual executed value as on bid due date is equal to or more than the value indicated above, the same shall also be considered for meeting the single order value criteria.

A. Bidder must submit the following documents in support of meeting the experience criteria during the preceding 07 years as detailed above :-

- i) Copies of Work Order /Service orders issued by client duly certified/ Gazetted Officer /notarized by a Notary Public.
- ii) Completion/Execution Certificate in respect of work/service order mentioned above and it should clearly contain the work/service order reference no., executed value and quantity, actual date of completion etc. Also, the completion certificate /Client Certificate must clearly indicate Full address of Client officer issuing the certificate
- iii) Documentary evidence supporting BEC at B and C are to be submitted along with the bid, which should be duly attested by Gazetted Officer /notarized by a Notary Public.

NOTE:

a) Experience acquired by a bidder as a sub-contractor shall also be considered for qualifying the experience criteria of BEC. In such cases, bidder shall be required to furnish the following documents in support of meeting the BEC:

i) Copy of work order along with SOR issued by main contractor.

ii) Copies of Completion Certificates from the end User/ Owner and also from the main contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.

b) A Job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for 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 payments 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 to meet BEC above.

c) However, Bids of Joint Venture/ Consortium not acceptable.

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

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

NOTE:

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

3) EARNEST MONEY DEPOSIT / BID SECURITY:

Rs 27450 /-. For details refer point no. 6 of General Condition of Contract -**SECTION IV** of tender

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

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

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished

must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids will not be considered/opened.
- The format of Bank Guarantee for earnest money should be as per 'Format-F4' of Instruction to bidders –SECTION IIB.

4) EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

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

5) SERVICE TAX: -

- *While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.*
- *Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.*
- *Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.*
- *Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.*
- *The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.*
- *Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the*

service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.

- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.
- The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.
- Also the following must be ensured on the part of bidders :
 1. The vendors are required to submit a copy of the service tax registration certificate while submitting the bids wherever service tax is applicable.
 2. The vendors charging service tax have to issue bills/invoices in accordance with rule 4A of the Service Tax Rules, 1994.
 3. Payment of service tax is released to the vendor after submission of the above documents.
 4. Vendors are asked to submit copies of challan and certificate from Chartered Accountant for deposit of service tax collected from BCPL on need basis.

The bidder is required to mention the applicable rate of Service Tax and cess thereon as on the final due date of bid submission. Service Tax and Cess thereon shall be paid as per the rate mentioned by the bidder in their offer on submission of documentary evidence/invoice(s) as per rule 4 of service tax rule. In the event of statutory variation on account of service tax and cess thereon within the contract period) except on account of variation in the turnover of contractor), the same shall be paid by BCPL. A

The Contractors liable to pay Service Tax for the work / services rendered to BCPL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s). The service provider shall submit proper invoice as required under the Service Tax Law. At present Rule 4 A of service tax Rules provides the relevant provisions for issuance of proper invoice by the service providers. In case any other particulars of BCPL as receiver of services are required to be mentioned, if any, under Service Tax Law and / or/ CENVAT Credit Rules, on the date of providing of Services to BCPL, the same shall also be mentioned on the invoice.

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

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

The above details are required to enable BCPL to avail Cenvat credit for the service tax payments.

It shall be the responsibility of the contractor to pass on the CENVAT Credit benefit to BCPL, wherever applicable. In case BCPL loses any benefit / amount of CENVAT Credit, due to any fault of the bidder (i.e. non submission of proper invoice timely), which could otherwise have been availed by BCPL as per rules, the same shall be recoverable from the contractor / not paid to the contractor

In case of Foreign bidder (Foreign bidder here means a person from country other than India or a person who has established a business or has a fixed establishment from which the service is provided or to be provided or has his permanent address or usual place of residence in a country other than India) the applicable amount of Service Tax and cess thereon (as applicable on the last due date of bid submission) will be specified by bidder and will be accordingly loaded on the quoted rates for the purpose of evaluation of bid. The applicable service tax and cess thereon shall be paid by BCPL, as a recipient of taxable services, directly to the service tax department as per the applicable provisions of service tax law in India.

The rate of service tax as stipulated in offer/schedule of rates shall be considered as the prevailing present rate on the due date of submission of the bid and same shall be considered

for price comparison as well as for ordering. Any error of judgment on part of the bidder in identifying the present applicable rate shall not be admitted by owner. The present rate of service tax as indicated by the bidders shall be considered as the maximum payable by owner in the event no statutory variations take place and any remainder/balance service tax, if payable, beyond the indicated rates shall be borne by the bidder.

However, in the event of any statutory variations in the service tax, if the quoted rates are found erroneous then the base rates for calculation of statutory variation for the purpose of reimbursement of service tax shall take into account either the rate actually prevalent on the due date of submission of bid or the erroneous rates indicated by the bidders whichever is beneficial to owner. Consequently, any difference in service tax if it becomes payable to the authorities shall be borne by the bidder.

The bid rates should be inclusive of all taxes & duties applicable during the contract period except Service Tax and Education Cess thereon. Service Tax and Education Cess thereon to be quoted separately in percentage as well as its total amount in SOR and same shall be payable extra wherever service provider is liable to pay service tax as per Rule 4A of Service Tax Rule, 1994.

However, where GAIL as a service receiver is liable to pay service tax, in such case also bidder shall quote applicable Service Tax and Education Cess thereon both in percentage as well as its total amount in SOR and shall also submit proper invoice as per Rule 4A of Service Tax Rules, 1994 in order to ascertain the amount of service tax payable by GAIL.

A. In case a bidder does not indicate the rate & amount of service tax in the SOR or makes any other statement (e.g, "NIL", "Inclusive", "Kept as Blank" etc.), their quoted price shall be considered inclusive of service tax at the rate applicable at the time of bid opening (i.e. presently @ 12.36 %) and the job shall be awarded accordingly to the L-1 bidder after reduction of the applicable service tax amount ascertained in this regard.

B. In case a bidder indicates the rate & amount of service tax in the SOR as "Extra at Actuals" their quoted price shall be evaluated after loading of service tax at the rate applicable at the time of bid opening without any abatement (i.e. presently @ 12.36%)

6) 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) 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 L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 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 non-availability of MSEs owned by SC/ST entrepreneurs.
- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under 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 Enterprises.

- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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.

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.

In case of MSEs, Tender fees & EMD/Bid Security is not applicable.

- c) 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 of invoice/Bill.
- d) Implementation of above provision is at the discretion of BCPL.

7) PRE-BID MEETING:

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

8) PERIOD OF CONTRACT

The duration of contract shall be 24 (Twenty Four) months from the date of commencement of the contract. The date of commencement of the Contract shall be reckoned to be the date of actual initial deployment of manpower for assistance services after intimation by the EIC.

9) VALIDITY PERIOD OF OFFER:

Offer should be valid for 90 days from the date of unpriced bid opening.

10) VAT / CST No.:

Please provide VAT/CST no.

11) 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 BCPL's or BCPL's website. In that case bidder must furnish the tender fees in the form of DD along with the un-priced bid.
- Bid document is non -transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.

- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

12) TERMS OF PAYMENT:

Please refer Special Condition of Contract (Part -B).

13) PRICE REDUCTION SCHEDULE :

14.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand. The decision of the ENGINEER-IN-CHARGE in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

14.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

15 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.

16 JURISDICTION OF COURT:

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

17 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.

18 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.

19 REJECTION CRITERIA:

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

- i) Firm Price
- ii) EMD/Bid Bond
- iii) Scope of work
- iv) Specifications
- v) Price Schedule
- vi) Delivery / Completion Schedule

- vii) Period of Validity of bid
- viii) Price Reduction Schedule
- ix) Performance Bank Guarantee / Security Deposit
- x) Guarantee of material/work
- xi) Arbitration / Resolution of Dispute
- xii) Force Majeure
- xiii) Applicable Laws
- xiv) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

20 ORDER OF PRECEDENCE:

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

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

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

22 DEBARRING AN "ERRANT" BIDDER(S) FROM TENDERING PROCESS:

In case after price bid opening, the lowest evaluated bidder (L-1) is not awarded the job for any mistake committed by him in the bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit earnest Money paid by the bidder and such bidders shall be debarred from participation in re-tendering of the subject job(s)/item(s).

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

Consignee Address:

Office of the Dy. General Manager (C&P)
Admin Building

**Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District – Dibrugarh, Assam, India PIN – 786006
Tel-0373-2914635/36**

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

Yours faithfully,

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

**Amrisha Rajkhowa
Sr. Officer (Contracts & Procurement)
E-Mail: arajkhowa@bcplindia.co.in
Ph no: 0373-2914635/36**

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140115/AR

Item: BID DOCUMENT FOR HIRING OF SERVICES FOR OPERATION AND MAINTENANCE OF TELECOM SYSTEMS AT BCPL LEPETKATA AND GDU DULIAJAN

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 22/07/2014

Date and time for opening of bids: 15.00 hrs (IST) on 22/07/2014

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMIN BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN - 786006 ASSAM PH NO.:0373-2914635/36
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(To be pasted on the outer envelope containing envelopes Part -I, Part-II)

CUT-OUT SLIP

(Unpriced Bid – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20140115/AR

Item: BID DOCUMENT FOR HIRING OF SERVICES FOR OPERATION AND MAINTENANCE OF TELECOM SYSTEMS AT BCPL LEPETKATA AND GDU DULIAJAN

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 22/07/2014

Date and time for opening of bids: 15.00 hrs (IST) on 22/07/2014

From:

to:

	OFFICE OF THE DY. GENERAL MANAGER(C&P) M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMIN BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN - 786006 ASSAM PH NO.:0373-2914635/36
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(To be pasted on the outer envelope containing envelopes Part -I)

CUT-OUT SLIP

(Price Bid– Do Not Open)

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

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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

Please refer clause 2.0 of RFQ.

4. One Bid per bidder

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

5. Cost of Bidding

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

6. Site Visit

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

6.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express

condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

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

7. Service Tax

Please Refer Clause No 5 of RFQ

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query

but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

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

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

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

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

vi) Copies of documents as required in F-3

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

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

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

x) F 10, formats for BEC evaluation - A, B, C, D **(Not applicable)**

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

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

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

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

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

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

xvii) Organization details:

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

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

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

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

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

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

Part-II price Bid

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

13. Bid Prices

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

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

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

13.4 All duties and taxes including excluding Service tax payable by the Contractor under the Contract, or for any other cause, shall. Be included in the rates and prices and the total bid price submitted by the bidder.

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

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

13.7 Alternative bids shall not be considered.

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

In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder

emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

14. Bid Currencies

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

15. Bid Validity

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

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

16. Bid Security

16.1 The bidder shall furnish, as part of his bid, bid security in the amount specified in Request of Quotation (RFQ).

16.2 The bid security is required to protect BCPL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause- I6.7

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

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

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

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

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

16.7 The bid security may be forfeited:

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

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

have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee) .

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

17. Pre-Bid Meeting

Already stated in RFQ

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Non-compliance to BEC

19.2.3 Scope of Work.

19.2.4 Technical Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

19.2.8 Price Reduction Schedule/ Compensation for Delay/ Demurrages/Penalty

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

19.2.14 EMD

19.2.15 Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of the bid

19.3 In case Bidder stipulate deviations, Owner have the right to reject such bid at its absolute discretion without giving any opportunity for such Bidders to make good such deficiency

20. E-Payment

Applicable.

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

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

Part II - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

25.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex

or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

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

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

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

- (c) meets the Bid Evaluation Criteria;
- (d) has been properly signed;
- (e) is accompanied by the required securities;
- (f) is substantially responsive to the requirements of the bidding documents; and

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

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

A material deviation or reservation is one

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

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

30. Correction of Errors

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

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

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

30.3 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be

considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

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

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

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

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in Instruction to Bidder (ITB) F-12 of this standard bidding document on non-judicial paper of

appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security

40.1 Within 15 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 9 of Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

40.2 The Bank Guarantee/DD/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in

the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Article-24 of General Conditions of The Contract.

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

41. Corrupt or Fraudulent Practices

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

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

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

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

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

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

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

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

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

a) Further, such bidder/vendor/contractor shall be put on Blacklist/Holiday List of BCPL debarring them from future business with BCPL.

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.

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

1-1 Bidder Name: _____

1-2 Number of Years in
 Operation: _____

1-3 Address of Registered
 Office: _____

City _____ District _____

State _____ PIN/ZIP _____

1-4 Operation Address
 if different from above: _____

City _____ District _____

State _____ PIN/ZIP _____

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

City _____ District _____

State _____ PIN/ZIP _____

1-6 Telephone Number: _____

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

1-7 E-mail address: _____

1-8 Website: _____

1-9 Fax Number: _____

(Country Code)
 Number)

(Area Code) (Telephone

1-10 ISO Certification, if any

{If yes, please furnish details}

Bid Currency

1-11

1-12 Place of dispatch _____

1-13 Whether Supplier /
Manufacturer _____
Dealer/Trader/Contractor _____

1-14 Type of Material Supplies : _____

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

1-19 Excise Registration number : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether NSIC Registrant Or
not : _____

Place: [Signature of Authorized Signatory of Bidder]

Date

:

Name:

Designation:

Seal:

BID FORM

F2

To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +91 373 2914611/609

Dear Sir,

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

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

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

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

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

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

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES

F3

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

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No.

Date: _____

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

Ref: No.

Date:

To,
Brahmaputra Cracker & Polymer Ltd.
“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:	Yours faithfully,
Date:	(Signature of Authorized Signatory of Bidder)
	Name:
	Designation:
	Seal:

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

F-6

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:
Bidder)
Date:

(Signature of Authorized Signatory of

Name:
Designation:
Seal:

BIDDER'S QUERIES FOR PRE BID MEETING

To,
 Dy. General Manager (C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam (India)
 Phone: +91 373 29146135/36

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Description of the Work	Date of Commencement of Work	Scheduled Compo. Period	%Age Completion as on Date	Expected Date of Completion	Remarks

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

SEAL AND SIGNATURE OF BIDDER

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

To:

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

Dear Sirs,

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s ----- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on your under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs----- (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s -----and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

_____ Bank
By its Constituted Attorney

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

DECLARATION

To
Brahmaputra Cracker & Polymer Ltd.
“Main Fire Station 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 / BCPL (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,
Dy. Manager (C&P)
BRAHMAPUTRA CRACKER & POLYMER LTD.
"ADMIN BUILDING", P.O.LEPETKATA
DIBRUGARH, ASSAM, PIN - 786006

SUBJECT:

Dear Sir,

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

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

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

(i) Postal Address	:	_____

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

B) Details of Contact person:

(i) Postal Address	:	_____

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

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

Reasons for non-submission of bid :

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

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

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

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

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

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

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

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(NAME OF THE CONTRACTOR)

Date : _____

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		Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3		Confirm that the offer shall remain valid for acceptance up to 3 (Three) months from Final Bid Due Date /Date of Opening of Bids	
4		Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5		Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).	
6		Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	
7		Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
8		Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	
	a	Bid Security No. & Date	
	b	Value & validity	
	c	Name & address of Bank Issuing Bid Security	
9		Provide PAN number.	
10		Provide Service Tax Registration number.	
11		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
12		Confirmation towards submission of duly signed &	

		stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
13		Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
14		Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit ,Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
15		Confirmed that all terms and conditions of the tender are acceptable in totality	
16		Confirm that the prices are quoted as per clause 13.0 of ITB.	
17		Bidder's name and address	
18		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
19		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
20		Confirm quoted prices will remain firm and fixed till complete execution of the order. Letter of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
21		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	Iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/ attachments of Bid Document	
22		Indicate Name & Contact EMail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
23		Mentioned the Service Tax Registration No. &PAN No.	
	23.1	Mentioned the applicable rate of Service Tax % (Both in word &Figures).	
	23.2	In case the rate provided at 23.1 above is lower than prevailing maximum rate (presently 12.36%) due to abatement /exemption/valuation then indicate the relevant notification/ clause	
	23.3	of service tax Act/Rules for such abatement/exemption /valuation.	
	23.4	(Refer clause no. 44 of ITB)	
	23.5	Confirmation towards compliance of conditions towards	

		such abatement /exemption/ valuation. (Yes/No) Whether liable to pay Service Tax as service provider. (Yes/No) Whether liable to pay Part of Service Tax as service provider. If yes than specify percentage.	
24.	24.1 24.2	Are you mico/small/medium enterprises development act 2006 If yes, indicate your registration no. and submit proof of registration no. Copy of registration certificate MSMED Act submitted	

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

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

SPECIAL CONDITIONS OF CONTRACT [SCC]

SPECIAL CONDITIONS OF THE CONTRACT SCC: Part -A

JOB: HIRING OF SERVICES FOR OPERATION AND MAINTENANCE OF TELECOM SYSTEMS AT BCPL LEPETKATA AND GDU DULIAJAN

TENDER NO: BCPL/DIB/C&P/SER/20140115/AR

1.0 GENERAL:

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

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

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

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

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

2.0 LOCATION:

Refer SCC-Part B

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

As per (SCC) **Part-B.**

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

5.0 TERMS OF PAYMENT:

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

6.0 EARNEST MONEY:

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

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

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

7.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

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

9.0 SECURITY DEPOSIT:

9.1 Security deposit @ 7.5% of Annualized Contract Value excluding taxes & duties has to be deposited within 15 (FIFTEEN) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.

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

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

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

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

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

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

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

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

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

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

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

12.0 MEASUREMENT OF WORK:

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

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

13.0 DEFECT LIABILITY PERIOD:

Not Applicable.

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

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

14.3 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

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

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

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

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.0 SCHEDULE OF RATES:

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

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

21.0 COMPENSATION FOR DELAY:

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

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

22.0 TERMINATION OF CONTRACT:

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

23.0 CONTRACT AGREEMENT:

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

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

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

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

25.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as

incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.0 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

31.0 ARBITRATION CLAUSE:

31.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.

31.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.

31.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to

communicate his choice for appointment of and Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

31.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.

31.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.

31.6 The venue of arbitration shall be Guwahati.

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

31.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

32.0 JURISDICTION:

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

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

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

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

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

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

34.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

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

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

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

35.0 AFFIDAVIT:

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

SPECIAL CONDITIONS OF CONTRACT -PART B

SPECIAL CONDITIONS OF CONTRACT [SCC]

1. GENERAL

- a) 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 contract whatsoever context so requires.
- b) Where any portion of the General Condition Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- c) Wherever it is mentioned in the specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- d) The intending Bidder shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.
- e) The work executed shall be to the satisfaction of Engineer In-Charge/ OWNER and contract rates shall include any Incidental and Contingent works charges so as to compete the work in all respect in prompt, efficient and workman like manner.
- f) The Contractor/contracting firm shall obtain comprehensive insurance 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. The proof of the same shall be submitted time to time to the EIC.
- g) 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, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities. The proof of the same shall be submitted to the EIC.

2. DEFINITIONS

- a) The expression “Vendor / Contractor / Bidder” shall mean the Agency selected by the employer for the execution of the subject work and shall include the legal heirs, successors and permitted assignees of the said Agency..
- b) The “Engineer-in-Charge” shall mean the personnel of M/s BCPL, who is deputed as In-charge for this Contract and shall include any person acting as in-charge on his behalf.
- c) The “Authorized Representative” shall mean any personnel of M/s BCPL, authorized to administer the said contract as per laid down terms and conditions.

3. SERVICE JURISDICTION :

Jurisdiction of Telecom operation and maintenance services shall be primarily in all plant Units, process units, SV stations and residential township of BCPL. At present BCPL plant units are located at Lepetkata, Duliajan, Lakwa, 02 SV Stations along Lepetkata-Duliajan and 04 SV stations along Lepetkata-Lakwa Pipeline, Naptha Despatch Terminal in Railway Siding at Ghurania, Raw water dispatch terminal at Burhi dihing River.

LEPETKATA:

- Nearest Airport: Dibrugarh, Mohanbari Airport / 25 km.
- Nearest Railway station: Dibrugarh/15 km.
- Nearest National Highway: NH37.

DULIAJAN:

- Nearest Airport: Dibrugarh, Mohanbari Airport / 50 km.
- Railway station: Tinsukia/25 km & Duliajan / 2.6 km
- Nearest National Highway: NH37.

LAKWA:

- Nearest Airport: Jorhat, Mohanbari Airport / 110 km.
- Nearest Railway station: Simaluguri/25 km.
- Nearest National Highway: NH37.

4. PERIOD OF CONTRACT:

The duration of contract shall be 24 (Twenty Four) months from the date of commencement of the contract. The date of commencement of the Contract shall be reckoned to be the date of actual initial deployment of manpower for assistance services after intimation by the EIC. The payment for the same will be done on pro rata basis on production of RA bills.

The Contract may further be extended for a period of maximum three months on same rates, terms and conditions at the sole discretion of BCPL.

BCPL can increase or decrease the manpower for operation services during the contract period based on requirement and on same terms and conditions and payment will be done accordingly on pro rata basis.

5. PRE BID

Bidder should assess the actual work properly during pre bid meeting, to be held at site seven days prior to submission of the bid document date. Any change / deviation at later stage are not acceptable.

6. EVALUATION OF BIDS

Bidders must quote for all the items of schedule of Rates, failing which bid shall be liable for rejection.

For the purpose of evaluation of bid, total amount of SOR items based on the estimated quantity of one year (as indicated in SOR) shall be considered.

Any deviation from the terms and conditions in the tender may result in the bid being summarily rejected.

7. PRICE BASIS

a) The quoted rate shall be firm and valid for the complete duration of the Contract. No escalation what-so-ever on any account shall be payable under the contract. Therefore the Contractor while submitting the bids against the subject contract should quote accordingly, to offset any future increase in the minimum wages of the labour/for assistance services engaged during the period of the Contract. No reimbursement/refund whatsoever shall be given to the contractor on account of upward or downward revision in the minimum wages payable against different category of manpower assistance services deployed under the subject contract.

b) In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take into their account this liability while quoting service charges. BCPL will have no responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor.

c) The rates should be quoted in the schedule of rates as enclosed.

d) Bidders are advised in their own interest to visit office/site and ascertain the conditions and quantum of work before quoting.

e) Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax to be charged.

f) The services not provided during the month against each category shall be recovered proportionately on pro-rata basis for particular category from the monthly bills of the contractor.

g) The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full, in accordance with the Terms & Conditions of the Bid Documents.

8. MOBILIZATION PERIOD

Mobilization period of TEN days (10) days shall be permissible for the start of work at BCPL Premises as per scope of work under this contract on intimation from EIC. No mobilization advance shall be payable by BCPL on this account. All expenses towards mobilization and demobilization of work force shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

In case, contractor fails to mobilize required resources within the mobilization period or delay in completion of work in all respects, a penalty shall be imposed at the rate of 0.5% per week or part thereof limited to 5% of the total contract value

9. ENGINEER-IN-CHARGE'S STATUS

The Engineer in charge shall look after general supervision and direction of the work. He shall be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all work, which does not conform to the tender document. The Engineer in charge reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute, the contractor may appeal to the Engineer-In-Charge whose decision shall be final and binding. He shall also be authorized to remove any person employed by contractor on disciplinary ground & if not found competent for the job.

10.A. WORKING AREAS

10.1 All the Plant/Unit areas of upstream, downstream and offsites at Lepetkata and GDU, Duliajan.

10.2 Product Warehouse, Central Control Room, Utility Control Room, Satellite Rack Rooms-1,2,3, Central Workshop, Auxiliary Fire Station Building, Main Fire Station Building, Central Warehouse, Lab Building and any other Administrative and Utilities Buildings of BCPL, Lepetkata including GDU Duliajan.

10.3 Raw Water Intake facility, Naphtha Loading Railway Siding facility of BCPL Lepetkata including GDU Duliajan and its associated control room and unit areas.

10.4 In addition to above areas, if required and instructed by EIC, contractor has to work in other areas of BCPL Lepetkata Plant locations in the state of Assam, as and when required.

10.5 The EIC may interchange or shift services of assistance from Duliajan to Lepetkata and vice versa as per site requirement.

11.B. WORKING HOURS

Normal working hours will be from 8.30 A.M. to 5.30 P.M. in a day for general shift with a break of half an hour for lunch. Further services will required be carried out in case of exigencies. However working hours can be changed as per requirement of work as decided by EIC.

12.Deliverables :

A. By BCPL:

- Spares and consumables which will be required for operation and maintenance of the system.
- Entry Pass to enter into the permissible area inside BCPL premises.
- Conveyance inside BCPL premises in normal circumstances. However, in case of work exigencies contractor has to arrange vehicle of their own for operational requirement.
- Paid food, tea snacks in BCPL Canteen.
- Register's, Stationary's for maintain Log's, & Reports preparation.

B. By Contractor:

- Minimum 03 nos skilled manpower having min. qualification 1st class Diploma in Engineering in Electronics/Electrical/Instrumentation or 1st class in B.SC/BCA/MCA. The minimum work experience required would be 2 years in a Telecom/Fertilizer/Petrochemical/refinery/Chemical/power/metal/Hydrocarbon and preference will be given to person who is having higher technical qualification and experience.
- Telecom Tool Kit consisting of Pliers, Wrenches, Screw Driver sets, Cable Cutter, Cable Stripper, RJ45 Crimping Tool, Digital Multimeter, E1 Tester, Loop-Break plug for Krone DDF, Electrical Insulation Tape, Cable Ties, Screws and Lock-nuts for 19 inch ETSI racks.
- Lap Top/ Notebook PC integrated with LAN Port, Serial port, USB Port with connecting cables.
- Soldering – de soldering Iron.
- Drill Machine, Megger Meter, Rodometer, etc.
- PPE's (Personnel Protective Equipments).

13. JOB EXECUTION AND RECORDING METHOD:

- a. The job shall be carried out as per instruction of Engineer-in-Charge. The information shall be issued to the contractor by the designated BCPL Engineers only.
- b. All the jobs are to be carried out under "Permit system" on receipt of the information from designated BCPL engineers; the contractor has to obtain the necessary "Safety work permit" before starting the jobs.
- c. The "Safety work permit" has to be returned to Designated engineers of BCPL after completion of the jobs.
- d. Contractor to maintain an attendance register in the control room, depicting daily availability of manpower for assistance services.

14. THE GENERAL REQUIREMENTS FOR ASSISTANCE:

The contractor shall deploy the required number of qualified and experienced personnel to discharge the contractual obligations efficiently and manpower for operation & maintenance services deployed shall be well conversant with the hazardous industrial culture.

Experience & Qualification:

Services for Telecom Operation & Maintenance Work: Minimum 03 nos skilled manpower having min. qualification 1st class Diploma in Engineering in Electronics/Electrical/Instrumentation or 1st class in B.SC/BCA/MCA. The minimum work experience required would be 2 years in a Telecom/Fertilizer/Petrochemical/refinery/Chemical/power/metal/Hydrocarbon and preference will be given to person who is having higher technical qualification and experience.

15. WORK PERMIT SYSTEM

Work permits have to be taken from the prescribed authorities before start of job.

16. QUALITY

The material, design and workmanship shall satisfy the relevant Indian standards/recommended practices. Work completion and satisfaction certificate shall be issued for each job with jobs under performance test as per discretion of Engineer in Charge.

17. GENERAL PRACTICE, DISCIPLINE AND CONDUCT

a. Contractor shall ensure that cleanliness of the site, equipment and instruments is being maintained.

b. All assistance workmen deployed by the contractor shall wear a standard uniform with badge indicating the name of contractor.

c. All assistance workmen, contractor shall behave properly with BCPL's employees, for any kind of misbehave the person shall be removed from the site immediately.

d. Contractor shall abide by all rules and regulations of safety practiced in BCPL.

18. CALIBRATION AND TESTING

Calibration and testing of the instruments shall be done on BCPL's prescribed procedure and format.

19. The Contractor shall get the contractual jobs done through his own personnel who are skilled and efficient in execution of the contract.

20. SAFETY OF CONTRACTUAL DEPUTED MANPOWER FOR ASSISTANCE SERVICES

Contractor shall provide Personal Protective Equipments (PPE) such as Helmet, Safety shoes, Cotton Uniform (Dungaree), safety belts etc. positively within 15 days of award of contract. Contractor shall provide at least two sets of Cotton Uniform, two pairs of cotton socks and one pair Safety shoes, safety helmets as per requirement per service personal every year to all his employees at his own cost during the contract. Same is to be replenished as & when required. No technician, helper will be allowed on duty without wearing the uniform and necessary safety wears. However, any specialized safety gear will be provided by BCPL. Contractor will be responsible for accounting of the same from time to time.

All jobs are to be carried out under "Permit system" on receipt of the intimation from S/I or site engineer. The contractor has to cross check for ensuring availability of "Safety work permit" duly signed by BCPL process/safety personnel with S/I or site engineer before starting the jobs. Contractor shall intimate the concerned S/I or site engineer after completion of job. Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.

21. PAYMENT OF WAGES TO DEPUTED CONTRACT EMPLOYEES

Contractor has to disburse the wages to their employees through e-Banking / account payee cheque within the stipulated time period i.e. latest by 7th of subsequent month, at the rates as per the Minimum Wages Act and as notified by the Regional/ Assistant Labour Commissioner (Central), Guwahati, Assam from time to time. Contractor shall ensure that all their employees have running savings bank account. Contractor has to submit monthly

statement, certified by bank, in line with wage sheet along with name of the employee, account no. , amount & any other column as required and same to be submitted along with next month's RA Bill.

The contractor shall ensure and will be solely responsible for the payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the owner against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

22. IDENTITY CARD/ GATE PASS FOR WORKMEN

Contractor shall arrange to provide photo identity card /Gate Pass to all deployed personnel along with the proof of residence of the personnel by him for entry into the plant premises for safety and identification purpose only. No extra payment shall be made on this account as the quoted rates is deemed to include the same.

23. TERMINATION OF CONTRACT

No additional charges, other than the quoted rates and applicable taxes, shall be paid to the contractor during the contract period except statutory variation in service tax during the contract period. The service contract will be for a period of Two year & BCPL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof. Engineer – In-Charge shall in such an event give thirty (30) day's notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice will discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

24. TERMS OF PAYMENT:

24.1 Contractor is required to submit monthly RA bills before 7th of every month in triplicate in hard copy and one no. in soft copy to the Engineer-in-charge for Certification along with relevant documents such as summary of bill, Invoices, measurement sheets, attendance details, wage sheet, proof for payment of wages through E- Banking/account payee cheques, PF related documents in original duly verified and certified, etc. in support of the claims as specified at Clause 39 of the Special Conditions of the Contract herewith. All Invoices are to be raised in accordance with various provisions under service tax rules as BCPL is intended to avail benefits under various statutes in force.

24.2 Payment shall be made by Finance Department, BCPL, LEPETKATA within 15 days of receipt of final bills as per GCC. The contractor is required to deposit PF contribution @25.61% (12% towards employee's a/c and 13.61% towards employers account, i.e 12% towards employer contribution and 1.61% (or as applicable at the time of bill payment) as administrative/ EDLI contribution of wages paid to work force every month to the PF authority. A copy of challan towards PF deposited by the contractor for the bill period month shall be submitted by the contractor failing which an amount say 26% of the quoted prices shall be retained from the due payment of the contractor. The retained amount shall be released in the subsequent month/s on receipt of challan towards proof of having deposited the amount to the PF authority. The contractor shall maintain an Inspection Book containing the details of Provident Fund Deductions in respect of each work force and the contractor's contribution. The record should be up-to-date and accurate. This should be readily available for inspection.

24.3 The contractor/bidder shall ensure payment of the minimum wages to the manpower for assistance services deployed by them during the entire contract period. The quoted

rates shall include minimum wages payable to service manpower with provision for escalation (if any) towards minimum wages, PF Contribution, Overheads & profits, provision of safety gears to contract employees, compliance to statutory obligations, bonus etc.

24.4 Final Bill should be presented with No Claim Certificate, No Dues Certificate, Site Clearance and Deviation statement.

25. PENALTY:-

BCPL will impose Penalty to the contractor under following circumstances:

- Consecutive absence from the services in any of the BCPL process plants for every absence days. In such condition, amount equivalent to absent days will be deducted on pro rata basis from the quarterly Invoice.
- If the contractor perform any critical activity without the consent or not in accordance to the direction of Engineer-In-charge.
- Intentional damage of BCPL equipments, assets etc. In such condition amount equivalent to the damaged property or 5% of total contract value whichever is less will be deducted from quarterly invoices. If overall penalty amount is more than the 50% amount of quarterly Invoice, than amount will be deducted from subsequent Invoices on equal installment.
- Violation of safety norms inside BCPL process area.

Decision of Engineer-In-Charge on imposing penalty to the contractor shall be final

26. COMPLETION CERTIFICATE

Within 15 days of the completion of the work in all respect, the contractor shall be furnished with a certificate by the EIC of such completion but no certificate shall be given nor shall the work be deemed to have been executed until the work shall have been measured by the EIC whose measurement shall be binding and conclusive.

27. DEFENSE OF WORK

If any action in court brought against 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 injury caused by the alleged omission or negligence on the part of the contractor, his agent, representative of his sub-contractor or in connection with any claim based on lawful demand of sub-contractor's workmen supplier or employee, the contractor shall in such cases indemnify and keep the owner and /or their representative harmless from all lesson, damages, expenses decreases arising out of such action.

28. OWNER NOT BOUND BY PERSONAL REPRESENTATION

The contractor shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representations, explanations, statements or alleged representation, promise or guarantee given or called to have been given to him by any person.

29. CLEARANCE OF SITE

29.1 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.

29.2 The works will not be considered as complete and taken over by the owner, until all the temporary works and the work site cleared to the satisfaction of the Engineer-in-charge 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.

30. ACTS OF NUISANCE

30.1 The Contractor shall not at any time do cause or permit any nuisance in area of work in BCPL at its different plants and locations or do anything which shall cause unnecessary disturbance or inconvenience to owners and BCPL officials or the tenants or occupants of other properties near the works area and to the public in general. The Contractor shall deal with all labour union(s) and the labour dept. should the labour/workers etc. individually or collectively stage an obstruction or any other nuisance inside or outside of the BCPL Premises.

30.2 Further BCPL may take action of restricting the entry of Contractor and its employees from indulging in public nuisance, violent activity causing damages to BCPL personnel or its property.

30.3 The Contractor in addition shall bear all cost of keeping law and order situation under control.

31. FORCE MAJEURE

31.1 In the event of either party being rendered unable by Force Majeure to perform any obligation as required under this contract, the relative obligation of the party affected by such force majeure shall, after notice under this article be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fires, floods and notices, acts and regulations of the Government of India or State Government of any of statutory agencies

31.2 Upon the occurrences of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty four (12) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

31.3 During the period, the obligations of the parties are suspended by force majeure; the Contractor shall not be entitled to payment at any rate. In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, BCPL shall have the option of terminating the contract agreement by giving seven (7) days' notice thereof to the Contractor. If this agreement is so terminated, both parties shall pay to the other party, the amount payable up-to the date of occurrence of such force majeure.

TECHNICAL DETAILS AND SCOPE OF WORK

PART-A: INTRODUCTION:-

Brahmaputra Cracker & Polymer Ltd., (BCPL) is an upcoming petrochemical industry in Lepetkata, Dibrugarh, Assam. The project was conceived during the year 1997 and now it is under commissioning stage. M/s GAIL India Limited is major promoter of BCPL having 70% stake along with 03 other stake holders i.e. NRL, OIL and Govt. of Assam with 10% equal share.

Hydrocarbon & Naptha will be used as feed stock and processed in Lepetkata plant to produce major petrochemical products i.e. LLDPE, HPDE, Polypropylenes and other by products of natural gas.

There are two plant sites located in Duliajan and Lakwa as Gas dehydration Unit and C2+ recovery unit respectively. 02 nos gas pipelines are laid from Lepetkata to Duliajan (18") of length 47.05 km and Lepetkata to Lakwa (4.5") of length 49.6 km for transportation of Natural Gas to Lepetkata Plant. Sectionalize Valve stations are built along these pipelines for operation of Gas pipeline.

Fibcom SDH system over Optical Fibre Network is deployed along these pipelines for Tele communication services and Honeywell SCADA system is deployed for remote operation and monitoring of pipeline parameters.

Other telecommunication system like EPABX for Intercom Services, CCTV system, Plant communication system, VHF Walki-Talkie services, BSNL WLL sets are also deployed for strengthening the Telecom Services in BCPL Plants.

PART-B: Brief of Telecommunication system:-

I. Pipeline Communication system:-

Integrated pipeline communication system in BCPL has been provided by M/s Fibcom India Limited, Gurgaon. This Integrated system consists of following telecom sub systems which are operational in 02 locations of BCPL i.e. Lepetkata, Duliajan. Lakwa unit is expected to be completed within next 06 months time.

- i. SDH Network.
- ii. MITEL IP EPABX.
- iii. CCTV surveillance system along pipeline (sv stations).
- iv. Video Conferencing system.

II. Plant Communication system :-

Public address system has been installed in all units of BCPL Lepetkata and GDU, Duliajan. Public announcing system from CCR, UCR and other control room to the field stations and vice versa are configured for operational ease. General call, General Alarm, Voice over Alarm etc and other required features are configured for operational requirement. The system is

supplied by Industronics, Germany and Indian counterpart is Indcom Engineers, New Delhi. 03 nos Central exchange units are placed in CCR, UCR and SRR-II.

OF cable has been laid for interconnectivity of Central exchange units and copper cable has been laid for connecting field stations from the respective Central exchange cabinets. Total 220 nos of FCS (Field Call Station), 25 nos OCS (Operator Call Station) and 06 Nos MCS (Master Call Station) are provisioned in Lepetkata plant. In GDU Duliajan, there are 20 Nos FCS, 02 Nos MCS and 02 Nos FCS are available. Detail deployment is given below:

S.No.	Make/Model	Capacity	Location	
			Lepetkata	Duliajan
1	MSCR-Ex-801	250 station	1	1
2	MSCR-Ex-802	150 station	1	0
3	MSCR-Ex-803	100 station	1	0
4	FCS-WP/FLP	3 keys	220	20
5	Loudspeaker (outdoor)	25 watt	220	20
6	MCS	64 keys	6	2
7	OCS	16 keys	25	2
8	Loudspeaker (Indoor)	6 watt	15	0

III. VHF Walki-Talkie Radio Sets:

69 nos of hand held radio Walki-Talkie sets (Make- Motorola, model- GP 328), 06 nos base stations and 01 repeater station are deployed in BCPL out of which 10 nos hand held radio Walki-Talkie sets and 01 base stations are deployed in GDU, Duliajan and remaining sets are deployed in Lepetkata for operational requirement.

The Repeater station are installed in CCR building, Lepetkata and base stations are installed in UCR, SRR,s, Fire control room in Lepetkata and control room of Duliajan.

IV. RF Radio Links for CCTV/LAN/Internet System:

Wireless radio links are being used for point to point communication between various office buildings. These links are exclusively used for LAN/Internet network. A few RF links are also being used for connectivity of CCTV camera for security surveillance in 02 nos CISF security gates. Total 08 nos of wireless HOP are operational in BCPL plant Lepetkata working in frequency band 2GHz and 5 GHz.

V. Intercom Telephone Service:

NEC SV8300 IP EPABX is installed in BCPL Administrative building for intercom services in Administrative building, Security Gate, CWH and Main Fire stations. This EPABX is interconnected with the other EPABX system of BCPL through OF Cable and numbering plan has been done as per in house plan.

The EPABX has got scalable features and at present capacity of the system is 4 port GSM gateway as Trunk interface, 112 analog lines and 15 nos IP interface, 4 nos trunk lines. Based on additional requirement the system will be upgraded in due course of time.

Copper cable has been laid all around the BCPL plant for extending intercom facility to the various office building and process units. These intercom services will be provided from another central Exchange server of MITEL make, which is installed in CCR and supplied by M/s Fibcom.

VI. CCTV surveillance System:

Total 26 Nos of Industrial CCTV camera are installed in process area of BCPL Lepetkata for surveillance of activity in these locations. The LCD monitor of these camera's are installed in all the control rooms and will be monitored continuously by operation group. The cameras and

Junction boxes are connected through OF cable from respective area's to control panels installed at each control room.

The units covered by these cameras are CPP, GSU, ECU, PPU, LLDPE/HDPE, Flare area, Warehouse, Loading gantry in Lepetkata.

VII. BSNL WLL services:

WLL handsets are being subscribed in BCPL as an alternative of P&T Telephones. Total 80 Nos of WLL connections have been taken and these are installed in various office premises inside the plant and township. 10 nos of WLL telephones are also subscribed and installed in GDU Duliajan and BCPL, Lakwa plant.

In addition to the BSNL WLL services a few nos broadband connections have been subscribed for internet data usage.

PART-C: Scope of Works:-

Scope of works under hiring of telecom operation and maintenance services shall be primarily to ensure the smooth operation of all telecom systems mentioned herein and regular preventive maintenance of these system as per laid down guideline. Corrective maintenance, if so desired, shall be done strictly under the close supervision of BCPL Engineer-In-Charge.

Activity wise operation and maintenance services in details, but not limited to, are given below:

Intercom Telephone System:

- Daily login of EPABX system for checking functionality of all intercom extension.
- Maintaining e-register of fault logs, system rectification, schedule of preventive maintenance etc.
- Physical inspection of all Telephone Cables, IDF's, TJB's and proper routing and tagging, wherever necessary.
- Fault identification and rectification of telephone cables, which will include cable laying, routing, installation, jointing etc. If excavation of earth, dismantling of concrete, cutting of bitumen layer etc for rectification/restoration of telephone cables/systems then it has to be brought to the notice of BCPL before execution of said Job. The same shall be carried out by contractor with prior permission of BCPL authority.
- Repairing of Telephone instruments for faults, if so necessary, shall be done by contractor personnel inside BCPL premises. If such rectification requires support from outside vendor, then cost of workmanship will be incurred by the Contractor.
- Dust Cleaning of EPABX, MDF's, IDF's, TJB's and other associated equipments shall be carried out by contractor in regular intervals.
- Liasioning with users to train them for proper operation of Telephone instruments.
- Liasioning with BSNL and other private agencies for works related to complaints, billings, payments etc. This might require personal visits by the contractor engineer to their offices.

CCTV:

- Monitoring of system functionality by doing ping operation, checking of RF links for measuring losses/noise factors by monitoring latency in ping operation.
- Laying, routing, installation of CAT5/6, power cable. Termination of CAT5/6 cable with RJ45 connectors, termination of power cable with lugs, 2/3 pin plugs. Cable tagging.
- Earthing of cameras.
- Installation/de-installation of CCTV Cameras. This might require working at heights.

- Software installations and configurations. Prior in house training for such activity shall be provided to contractor engineers.
- Periodic dust cleaning of Cameras, Hub's, NVR's UPS's and associated equipments.
- Periodic inspection of the NVR to check whether recordings of the footage are being performed or not.

PA SYSTEMS:

- Daily monitoring of Central Exchange Server's by login the system to ascertain the functionalities of all connected FCS, OCS & MCS.
- Alarm monitoring and corrective measures for clearing such alarms. Reporting should be done to BCPL Engineer's for critical alarms.
- Maintaining e-register for complaints logs, rectification instances, spare used etc.
- Preventive maintenance of Public addressing system server, Field call station, master call station, operator call station, outdoor loudspeaker, indoor loudspeaker and other associated equipments.
- On-site repairing of fault of call stations and Loudspeakers. If such repairing requires support of OEM/outside agencies then cost of the same shall be borne by BCPL. However, in such cases coordination activity shall be done by contractor engineer.
- Shifting of service connection from one location to another shall be done as per advice of BCPL.
- Pictorial representation of cable layout for each PAJB and PA system should be prepared and pasted adjacent to each PAJB.
- Coordination activity with other department and any third party agency for proper functioning of public addressing system shall be done by Contractor Personnel.
- Maintenance and repair service on holidays and weekends also in case of emergency.
- Proper fixing of cables wherever loose or not in order. The cables should be properly fixed using channels or conduit as per requirement.
- Fixing and replacement of cable/material etc., for existing connections as per requirement.
- The breakdown maintenance call shall have to be attended as per policy.
- Maintain a proper log of complaint register, attending and closure.
- Apart from attending any breakdown call on requirement basis, service engineer should visit the site once in a day for effective maintenance.
- Maintain proper record for faulty assets.
- Maintain RMA record for OEM and other third party.
- Maintain inventory record and review every month, if replace/change any assets/cables from existing location without approval/permission, it will report to telecom department immediately.
- Prepare daily report for all active services and report to department.
- Prepare report for faulty equipment and dispatch the equipment to OEM for repairing.
- Maintain record returnable material/nonreturnable material/repairable material/beyond repairable and replacement material.
- Adjust the volume for call station and control noise through adjusting volume control of call station as per requirement of user department.
- Adjusting the sensitivity of call station as per requirement of user department.

- Frequently site visit for releasing call station keys which is press by any unauthorized person, due to this activity system show an alarm.
- Check the LED status for PA system and field call station for smooth operation of PA system.
- Frequently check the sound pressure level (SPL) for speaker.
- Maintain the SPL as per required by user for particular area/units.
- Check the fuse of all call station, if any fuse not working than change the fuse.

SDH System:

- Remote Login of SDH Mux and checking of Alarms, if any.
- Daily monitoring of electronic modules status installed in Mux.
- Tx/Rx Level of optical transceiver's.
- Proper routing of patch chord's in SDH panels.
- Replacement of faulty patch chord, optical attenuator/adaptors wherever required.
- Installation & De Installations of SFP's.
- Periodic Cleaning of SDH equipments in Lepetkata, Duliajan, Lakwa, Railway Siding and SV stations.
- Register to be maintained in all station describing schedule maintenance activity.

Walki-Talkie:

- Laying, routing, installation of Co-axial cable, power cable for base Stations and Repeater. Termination of Co-axial cable with BNC connectors, termination of power cable with lugs, 2/3 pin plugs. Cable tagging.
- Programming of Base Stations, Repeater, Walki-Talkie. Prior training shall be provided by BCPL.
- Outdoor antenna installation with cable routing. This might require working at heights and also drilling job.
- Liasioning with users to train the user for operation of Walki-Talkie.
- Charging of spare batteries, replacement of faulty helical antenna, cleaning of Hand held radio's, base stations, repeater stations etc should be done in regular interval.

RF Radio Links:

- Laying, routing, installation of CAT5/6, power cable. Termination of CAT5/6 cable with RJ45 connectors, termination of power cable with lugs, 2/3 pin plugs. Cable tagging.
- Earthing of Radios.
- Installation/de-installation of Radios. This might require working at heights (occasionally on Towers).
- Software installations and configurations. Prior training will be provided by BCPL.
- Daily inspection of the Radio performance.

BSNL WLL Services:

- Regular checks of all WLL telephones to ensure proper functioning of WLL telephones in BCPL Premises. On receipt of user complaint, attend the problem on priority and liasioning with BSNL officials, if required, for timely restoration.
- Maintain a separate register for recording the complaint pertaining to BSNL WLL/Broadband services.

- Visit BSNL offices for various bill payment and maintaining records.
- Installation of outdoor antenna with cable routing for WLL system wherever necessary to improve the received signal. This might require working at heights and drilling job.

In addition to above, any other activity which is necessary for smooth operation and maintenance of BCPL Telecommunication systems, Contractor has to perform such activity as per direction of BCPL Engineer-In-Charge. Contractor shall assign duties of supervisor to one of their Engineer who shall oversee the entire activity of operation & maintenance services inside BCPL on behalf of the Contractor apart from his normal responsibilities.

Onsite training/familiarization program will be conducted for the contractor personnel to get acquainted with BCPL Telecom system operation and maintenance process, before they get into the routine operation and maintenance activity. Periodic reviews of contractor's performance will be done and based on the assessment, requirement of additional resources will be decided. However, decision of Engineer-In-Charge in this regards shall be final.

SCHEDULE OF RATES

SCHEDULE OF RATES [UN-PRICED BID]

Sl No	Description of Item	Unit	Qty	Unit Rate (Rs.)		Total Amount (Rs.)	
				In figures (Rs)	In Words (Rs.)	In figures (Rs)	In Words (Rs.)
1	Lump Sum Charges towards hiring of Operation & Maintenance services of Telecommunication systems & infrastructures in all process units of BCPL (defined in Point 3 of SCC-B) and as per scope of work (but not limited to) defined in PART-C of the tender documents	Month	24	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE	DO NOT QUOTE

The above price is inclusive of all taxes, duties, levies, and any other charges but excluding service tax.

SERVICE TAX (EXTRA) = _DO NOT QUOTE_____ %

GRAND TOTAL : DO NOT QUOTE

Cenvat benefit will be provided by bidder: Yes/No

If yes, confirm the percentage of cenvat benefit passed onto BCPL=

SCHEDULE OF RATES [PRICED BID]

Tender No.: BCPL/DIB/C&P/SER/20140115/AR

Sl No	Description of Item	Unit	Qty	Unit Rate (Rs.)		Total Amount (Rs.)	
				In figures (Rs)	In Words (Rs.)	In figures (Rs)	In Words (Rs.)
1	Lump Sum Charges towards hiring of Operation & Maintenance services of Telecommunication systems & infrastructures in all process units of BCPL (defined in Point 3 of SCC-B) and as per scope of work (but not limited to) defined in PART-C of the tender documents	Month	24				

The above price is inclusive of all taxes, duties, levies, and any other charges but excluding service tax.

SERVICE TAX (EXTRA) = _____ %

GRAND TOTAL :

Cenvat benefit will be provided by bidder: Yes/No

If yes, confirm the percentage of cenvat benefit passed onto BCPL=