



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

TENDER NO.: BCPL/DIB/C&P/SER/20150146/SD

LIMITED DOMIESTIC COMPETITIVE BIDDING

FOR

NAME OF : ANNUAL MAINTAINANCE CONTRACT FOR HORTICULTURE & LANDSCAPING WORK AT BCPL TOWNSHIP, SIVSAGAR FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.

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

CUT-OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN

NAME OF WORK: ANNUAL MAINTAINANCE CONTRACT FOR
HORTICULTURE & LANDSCAPING WORK AT BCPL
TOWNSHIP, SIVSAGAR FOR M/s. BRAHMAPUTRA
CRACKER & POLYMER LIMITED, LEPETKATA –
DIBRUGARH.

TENDER NO. : BCPL/DIB/C&P/SER/20150146/SD

SUBMISSION DUE DATE : 21/08/2015 at 1430 Hrs.
& TIME

FROM:

Name:
Address:

TO:

DY. GENERAL MANAGER (C&P)
ADMINISTRATIVE BUILDING
BCPL PROJECT SITE, LEPETKATA
DIBRUGARH-786006
ASSAM

(To be pasted on the outer envelope containing “Priced”, “Unpriced” bids

MASTER INDEX

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REQUEST FOR QUOTATION (RFQ)

(Tender no. .) BCPL/DIB/C&P/SER/20150146/SD

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

A)	NAME OF WORK	:	ANNUAL MAINTAINANCE CONTRACT FOR HORTICULTURE & LANDSCAPING WORK AT BCPL TOWNSHIP, SIVSAGAR FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.
B)	CONTRACT PERIOD	:	24 MONTHS
C)	BIDDING DOCUMENT ON SALE	:	NA
D)	BIDDING DOCUMENT FEE (NON REFUNDABLE)	:	NIL/- (in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam) However, PSUs are exempted from payment of tender fee.
E)	EARNEST MONEY DEPOSIT	:	₹. 43,000/- (in favour of “Brahmaputra Cracker & Polymer Ltd.”, payable at Dibrugarh (Assam) However, PSUs are exempted from payment of tender fee.
F)	PRE-BID CONFERENCE	:	AT. 15.00 Hrs on 11/08/2015, at ADMINISTRATIVE BUILDING BCPL office at Dibrugarh.
G)	DATE & TIME FOR RECEIPT OF BID	:	21/08/2015 up to 14.30 Hrs.
H)	DATE & TIME FOR OPENING OF BID	:	21/08/2015 at 15.00 Hrs. in the presence of bidder’s representatives.
I)	PLACE & SUBMISSION OF BID	:	DY. GENERAL MANAGER (C&P), BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, BCPL PROJECT SITE, PO – BARBARUAH, LEPETKATA-786006 DIBRUGARH, ASSAM

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 Brahmaputra Cracker & Polymer Limited, payable at State Bank of India, 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 ₹. 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.

The complete bidding document is also available on the website of GAIL (www.gailtenders.in) and BCPL (www.bcplonline.co.in), bidders and desirous to submit their bid on the basis of downloaded document shall pay cost of bidding document by crossed demand draft in favour of **Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh (Assam)** along with the Techno-Commercial Bid, failing which their bid shall not be considered for opening/evaluation.

SUBMISSION OF BIDS:

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

a) PART – I : TECHNICAL AND UNPRICED COMMERCIAL PART

b) PART – II: PRICE PART

PART – I of the bid shall contain the following:

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

PART – II of the bid shall contain the following:

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

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

The bidders are required to submit the copies of all certificates/documentary evidences as mentioned above duly **attested by as specified in BEC** towards the proof of meeting the Bid Evaluation Criteria (BEC) as stated above:

- **Attested copies of all the relevant documents viz. Work Order(s), Execution Certificate(s), Annual Report / Balance Sheet and Profit & Loss Account and other documents as mentioned in Exhibit 'A'.**
- **Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.**
- **Attested copy of P. F. certificate**
- **Attested copy of PAN Card**
- **Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 38.2 of Special conditions of Contract Part–A.**
- **An undertaking (by the bidders who quotes by down loading the tender from web site) on their letter head stating that “The contents of the Tender Document have not been modified or altered by M/s (Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s (Name of the bidder) shall be liable for rejection”.**

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

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

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

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

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

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

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

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

GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (iv) In case it is observed that any bidder has not quoted for any item in the Schedule of Rates (Such unquoted item not being in large numbers), shall be considered as quoted price for the purpose of evaluation as the maximum rate quoted by the remaining bidder for such items.

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

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

SERVICE TAX: -

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 reimbursed wherever service provider is liable to pay service tax on submission of documentary evidence/invoice(s) as per Rule 4A of Service Tax Rule, 1994.

The contract is treated as Service contract and value of Service portion is determinable, therefore, applicable rate of Service Tax is 14 % which has been indicated in Schedule of Rates (SOR). However, the bidder is free to quote any other rate of service Tax provided the same must be in line with the provisions of Service Tax Law in India. However, the bidder is requested to ensure applicability of quoted Service Tax as per payable on account of wrong Service tax rate, shall be on the scope of the bidder.

If bidder wants to quote rate of Service other than 14 % on service portion, then below mentioned provision will be applicable and the same has to be confirmed by the bidder in Agreed Terms and Conditions.

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 @ 14%) 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 indicate 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 @ 14 %), which will be completely sole discretion of BCPL.

(c) In case the bidder quotes any other rate which is less than prevailing rate as per service tax rules by virtue of any abatement/ exemption then the bidder shall make note of such abatement/ exemption in SOR, else their quoted price shall be evaluated after loading of service tax at the rate applicable without any abatement (i.e. presently @ 14 %), at the time of bid opening instead of lower rate of service tax as quoted by the bidder, which will be completely sole discretion of BCPL. However reimbursement of service tax will be restricted to the rates as quoted by bidder in percentage as well as its total amount in SOR, and contractor shall be liable to pay differential service tax at its own to government department. During the execution of the contract, BCPL may ask for copy of challan to ensure the payment by contractor of such differential service tax.

(d) In case, rate of service tax quoted by bidder is higher than maximum applicable rate as per prevailing service tax rules, it shall be restricted to the prevailing maximum rate (i.e. presently @ 14 %), for reimbursement purpose, and in the same line for evaluation purpose also the prevailing maximum rate (i.e. presently @ 14 %) shall only be considered. The Higher rate of service tax quoted by bidder as stated above in percentage as well as its total amount in SOR shall be termed as void, and not be considered in any case, which will be completely sole discretion of BCPL. The bidder who is exempted to pay Service Tax and Education Cess thereon due to annual turnover at the time of bid submission and later on if it becomes applicable, evaluation shall be made based on information available in their bid. Further, after placement of order/contract, if Service Tax and Education Cess thereon due to increase in annual turnover become leviable, BCPL shall not reimburse Service Tax & Education Cess thereon and contractor shall be liable to pay Service Tax & Education Cess thereon to Government department during the execution of the contract.

The bidder shall indicate in its bid the Service Tax Registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with

a copy of application for registration. The Service Provider 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). In addition to above invoice / bill shall be serially numbered 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.

CENVAT CREDIT – (NOT APPLICABLE IN THIS TENDER)

- (i) Bidders shall provide required documents for availing Cenvat Credit applicable on Service Tax as per prevailing rules.
- (ii) If bidder is not a manufacturer, then if awarded, the bidder shall arrange documents so that CENVAT benefit towards supply of material is availed by BCPL. In such cases, material (as defined in SCC, if any) shall be consigned directly to BCPL.
- (iii) For the tendered service, BCPL is entitled to avail the cenvat credit of service tax. Hence, owner (BCPL) will reimburse the service tax to the contractor at actual against the submission of cenvatable service issued in accordance with the service tax rule as owner (BCPL) to claim cenvat credit.
- (iv) The benefit of cenvet credit to service tax quoted shall be considered for evaluation of bids.

INCOME TAX & OTHER TAXES:

Income tax deduction shall be made from all payments of the contractor as per rules and regulation in force in accordance with the income tax act prevailing from time to time. Further, WCT if applicable shall be deducted.

Public Procurement Policy for Micro and Small Enterprises (MSEs)

1.0 Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services (not applicable for Works Contracts) from Micro and Small Enterprises (MSEs) by all Central Ministries/ Departments/ PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions shall be incorporated in all tenders:

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

In case tendered item is non-splitable or non-dividable, MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price.

The MSEs owned by SC/ST entrepreneurs shall mean:

a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.

v) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

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

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.

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

COMPARISION OF BIDS:- Bids will be evaluated by considering the unit rates excluding the service tax.

Thanking you,

SAMRAT DUTTA
DY. MANAGER (CONTRACTS & PROCUREMENT)
For **BRAHMAPUTRA CRACKER & POLYMER LIMITED,**
sdutta@bcplindia.co.in
0373-2914635

NOTE:

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

SPECIAL NOTE:- % quoting is only for subhead A & B. From subhead C, its on unit rate basis.

BID EVALUATION CRITERIA (BEC)

The bidder shall meet the following Experience and Financial Criteria.

a) Experience Criteria:

TECHNICAL:

- i) **Bidder should have successfully completed / executed a single “maintenance contract for horticulture / horticulture job / Maintenance of Lawn / Garden Maintenance / Landscaping job” of value not less than ₹. 5.38 lakh during one year in the previous seven years to be reckoned from the due date of submission.**

The bidders are required to submit the copies of work orders and it's completion/ execution certificate from the client in support of meeting the experience criteria. The documents must clearly indicate the following:

a) Reference to relevant work order.

b) Actual value of executed work.

c) Actual date of completion.

NOTE:-

In case the bidder is executing a rate/ maintenance contract which is still running and the contract value/ quantity executed till one day prior to the due date of submission is equal to or more than the minimum prescribed value/ quantity as mentioned in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work/ supply execution certificate to this effect issued by the end user/owner.

All the requisite documents for meeting technical criteria of BEC are required to be certified / attested by gazette officer.

However, Bids of Joint Venture/ Consortium not acceptable.

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

- **However bids of Joint venture / consortium not acceptable.**

BCPL reserves the right to complete the evaluation based on the details furnished without seeking and additional information.

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

NAME OF WORK	:	ANNUAL MAINTAINANCE CONTRACT FOR HORTICULTURE & LANDSCAPING WORK AT BCPL TOWNSHIP, SIVSAGAR FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.
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TENDER NO: BCPL/DIB/C&P/SER/20120120/SD

SN	TENDER REQUIREMENT	BIDDER'S REPLY / CONFIRMATION
1	<u>Bidder should have successfully completed / executed a single "maintenance contract for horticulture / horticulture job / Maintenance of Lawn / Garden Maintenance / Landscaping job" of value not less than ₹. 5.38 lakh during one year in the previous seven years to be reckoned from the due date of submission.</u> <u>The bidders are required to submit the copies of work orders and it's completion/ execution certificate from the client in support of meeting the experience criteria. The documents must clearly indicate the following:</u> <u>a) Reference to relevant work order.</u> <u>b) Actual value of executed work.</u> <u>c) Actual date of completion.</u>	Reference of attested copies of documents furnished: 1. 2.
2	The bidder should have valid E.P.F. Registration no. / Certificate and copy (duly attested) of the same should be submitted along with their un-priced offer at the time of submission of bid.	Reference of attested copies of documents furnished: 1.
3	Affidavit duly notarized, as per clause no. 38.2 of Special conditions of Contract Part-A	Reference of document furnished
4	<u>Power of Attorney</u> in favour of person who has signed the offer in stamp paper of appropriate	Reference of document furnished

5	An undertaking by the bidders (who quotes by down loading the tender from web site) as instructed in the Page no.5 of RFQ.	Reference of document furnished 1.
6	Attested copy of PAN Card	
7	TURN OVER FY 14-15 (Audited balance sheet to be enclosed)	
	TURN OVER 13-14 (Audited balance sheet to be enclosed)	
	# Trailing format from CA may be submitted.	

Note:

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

Date:

Bidder's signature _____

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 2 YEARS:

YEAR	AMOUNT(CURRENCY) Rs.
Year1: 2014-15	
Year2: 2013-14	

Name of Audit Firm:
Authorized Signatory]
Chartered Accountant
Date

[Signature of

Name:
Designation:
Seal:
Membership no.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the Audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document .(i)Annual Turnover shall be “sale value/Operating Income “
4. For above requirement of “Annual Turnover”: In case, the due date for bid submission is up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years. Similarly, for above requirement of “Financial Situation”: In case of tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of immediate preceding financial year is not available, in such a case the audited financial results of the year immediately prior to that relevant financial year will be considered as last financial year for “Net Worth” and “Working Capital” calculations as specified in Financial BEC. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate preceding financial year
5. If bidder not submitting financial results of the immediate preceding financial year here the bid due date is up to 30th September, must confirm following:

“Audited financial results of immediate preceding financial year is not available”.	Confirmed { }
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CHECK LIST FOR SUBMISSION OF DOCUMENTS

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

Please tick the box and ensure compliance:

SL. NO.	DETAILS OF DOCUMENTS	BIDDER'S CONFIRMATION
01.	EMD OF REQUISITE AMOUNT IS SUBMITTED IN THE FORM OF DD/BG FROM ANY SCHEDULED BANK AS MENTIONED IN RFQ.	EITHER DEMAND DRAFT DD NO. _____ DATED: _____ DRAWN ON: _____ OR BANK GUARANTEE BG NO. _____ DATED: _____ VALID UPTO: _____ (BG VALID UPTO 06 MONTHS FROM THE DUE DATE OF SUBMISSION OF BID)
02.	SUBMISSION OF DOCUMENTS AS PER EXHIBIT 'A' DULY FILLED IN SUBMITTED.	
03.	VALIDITY OF OFFER IS UP TO FOUR (04) MONTHS FROM THE DATE OF SUBMISSION OF TECHNO-COMMERCIAL PART.	YES VALID UPTO: _____
04.	POWER OF ATTORNEY IN FAVOUR OF PERSON WHO HAS SIGNED THE OFFER IN STAMP PAPER OF APPROPRIATE VALUE.	
05.	PARTNERSHIP DEED IN CASE OF PARTNERSHIP FIRM AND ARTICLES OF ASSOCIATION IN CASE OF LIMITED COMPANY.	
06.	COPY OF THE P. F. REGISTRATION CERTIFICATE ISSUED BY THE P. F. AUTHORITIES.	YES EPF REGISTRATION NO: _____
07.	ORIGINAL BIDDING DOCUMENT ALONG WITH BLANK (UN-PRICED) COPY (2 NOS) OF PRICE BID (SCHEDULE OF RATES) AND ADDENDUM, IF ANY.	
08.	NO DEVIATION CONFIRMATION IN THE PROFORMA ENCLOSED.	
09.	AFFIDAVIT DULY NOTARIZED, AS PER CLAUSE NO. 38.2 OF SPECIAL CONDITIONS OF CONTRACT PART – A.	
10.	ALL PAGES / DOCUMENTS ARE STAMPED AND SIGNED BY THE AUTHORIZED SIGNATORY OF THE BIDDER TOWARDS ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER.	
11.	COPY OF PAN CARD DULY ATTESTED.	
12.	VAT RESISTRATION CERTIFICATE.	

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

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
Dy. Manager (C&P)
ADMINISTRATIVE BUILDING
BCPL Project Site
Lepetkata-786006
Dibrugarh, Assam

SUBJECT: TENDER NO.: BCPL/DIB/C&P/SER/20150146/SD

Dear Sir,

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

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

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

(i) Postal Address with PIN Code :

.....

.....

(ii) Telephone Number :

(iii) Telefax Number :

(iv) Contact Person :

(v) E-mail Address :

(v) Mobile Number :

B) Details of Contact person:

(i) Postal Address with PIN Code :

.....

.....

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

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

Reasons for non-submission of bid:

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

INSTRUCTIONS TO BIDDERS

NAME OF WORK: ANNUAL MAINTAINANCE CONTRACT FOR HORTICULTURE & LANDSCAPING WORK AT BCPL TOWNSHIP, SIVSAGAR FOR M/s. BRAHMAPUTRA CRACKER & POLYMER LIMITED, LEPETKATA – DIBRUGARH.

(TENDER NO. BCPL/DIB/C&P/SER/20150146/SD)

1.0 BIDDING DOCUMENT, CLARIFICATION AND ADDENDUM

1.1 BIDDING DOCUMENT:

1.1.1 One set of bidding document (Tender document) are issued. Bidder shall submit the Tender document duly signed & stamped on each page of tender in token of his acceptance along with his bid.

1.1.2 Transfer of bidding document issued to one intending bidder to another is not permissible.

1.1.3 Bid shall remain valid for 120 days from the date of submission of Bid.

1.2 CLARIFICATION REQUESTS BY BIDDER:

1.2.1 Although the details presented in this Bidding document consisting of conditions of contract, scope of work, technical specifications and drawings have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

1.2.2 Bidder shall examine the bidding documents thoroughly in all respect.

1.2.3 Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement.

1.3 AMENDMENT OF BIDDING DOCUMENT:

1.3.1 BCPL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of Bidding document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance.

1.3.2 For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.

1.4 CONFIDENTIALITY OF DOCUMENT:

1.4.1 Bidder shall treat the Bidding document and contents thereof as confidential.

1.5 ACKNOWLEDGEMENT & CONFIRMATION OF BID:

1.5.1 Within 7 days of receipt of bidding document, Bidder shall acknowledge the receipt and confirm his intention to Bid for the Bidding work.

2. EARNEST MONEY DEPOSIT:

- 2.1 The bid must be accompanied by earnest money (interest free) for the amount indicated in 'Request for Quotation' in the form of a Demand Draft drawn on any Nationalized/Scheduled Bank in favour of M/s. Brahmaputra Cracker & Polymer Limited payable at DIBRUGARH, ASSAM or in the form of Bank guarantee issued by Nationalized Bank for an equal amount valid for six (06) months from the due date of submission of bid as per the format enclosed in bidding document. Bid not accompanied by earnest money will not be considered unless the same is exempted as per 'Letter Inviting Tender'. Bank guarantee shall be revalidated for extended period as required by BCPL in writing.
- 2.2 If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where the BCPL has given opportunity to do so, the earnest money submitted by Bidder will, in such case, not be refunded to him.
- 2.3 BCPL may at any time cancel or withdraw the invitation to bid without assigning any reason and the earnest money submitted by Bidder will in such case be refunded to him.
- 2.4 The successful Bidder shall be required to deposit within 10 days of acceptance of his bid, security deposit / Initial Security Deposit with the BCPL in the manner indicated in General Conditions of Contract / Special Conditions of Contract. Should the successful Bidder fail or refuse to sign the agreement or furnish the security deposit / initial security deposit within the period fixed by the BCPL as indicated above, the earnest money shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence by the BCPL.
- 2.5 Earnest money shall be returned to the successful Bidder after the security deposit / initial security deposit has been furnished by him to the BCPL.
- 3.0 **SCHEDULE OF RATES:**
- 3.1 The schedule of Rates shall be read in conjunction with all other sections of bidding document.
- 3.2 The rates quoted by the bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise. The rates quoted by the Bidder shall include all taxes, duties & levies except Service Tax and any cess thereon. Service Tax and cess thereon shall be paid by BCPL extra at actual against CENVAT invoice to be submitted by the bidder.
Notwithstanding the instructions given above, in case any bidder(s) mention the terms such as "Inclusive" or "Included" in respect of Service Tax, their bids will still be evaluated considering the prices exclusive of Service Tax. However, in the event of such bidder emerging as the lowest bidder based on this evaluation, the award shall be made considering the service tax included in the quoted rates and the same will be conclusive and binding on the bidder. Further, the bidder will be required to submit Cenvat invoice to enable BCPL to avail Cenvat benefit.
- 3.3 Rates must be filled in format for 'schedule of rates' enclosed as part of bidding document. If quoted in separate typed sheets and any variation in description, unit is noticed, the bid is liable to be rejected. In any case bidder shall be presumed to have quoted against the description of work and the same shall be binding on the bidder.
- 3.4 In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special condition of

contract or any other part of bidding document, the quoted rates will be deemed to be inclusive of cost incurred for such activity.

3.5 The rates shall include all expenditure incurred towards mobilization and demobilization.

3.6 Rates quoted shall be in Indian Rupees Only.

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

4.0 DOCUMENTS COMPRISING THE BID:

4.1 Bidder is advised that BCPL intend to fully evaluate the technical and un-priced commercial submissions.

4.2 It is important that Bidder clearly demonstrates his experience and capability, giving to BCPL a high level of confidence that if awarded, the Bidder will be able to perform the works within the stipulated Time Schedule and quoted price and meeting all other requirements listed in the Bidding document.

4.3 Bidder is requested to furnish the complete and correct information required for evaluation of his Bid. If the information with regard to resources and concurrent commitments or any other information / documentation forming basis of evaluation is found incomplete / incorrect the same may be considered adequate ground for rejection of the bid.

4.4 Bidder shall arrange his bid in the following order:

i) PART-I TECHNICAL AND UN-PRICED COMMERCIAL PART (TECHNO-COMMERCIAL BID) :

Technical and un-priced commercial part shall comprise the attachments, specifying attachment number arranged in the order as follows:

- a) Submission of bid letter along with Bidding document (Tender document), Earnest Money Deposit and its details.
- b) Attested copies of documents as mentioned in Request for Quotation
- c) Copy of tender document duly signed and stamped towards acceptance to terms and conditions of the tender.
- d) Power of Attorney in favour of authorized signatory of the Bidding document.
- e) Organization details
 - In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm'.
 - In case Bidder is a partnership firm, certified copy of the partnership deed.
 - In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association.
- f) Copy of "Schedule of Rates" without any prices (which will be left blank) duly signed and stamped.
- g) Technical offer if any, required as per Bidding document.
- h) Check list (Exhibit-A)
- i) Any other relevant document, Bidder desires to submit.

ii) **PART-II PRICED COMMERCIAL PART (PRICE BID):**

- a) Priced commercial Part shall contain "Schedule of Rates" duly filled in .Two copies i.e. one ORIGINAL COPY and one DUPLICATE copy of "Schedule of Rates" shall be submitted.
- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. BCPL shall not take cognizance of any such statement and may at their discretion reject such price bids.

5.0 SUBMISSION OF BID:

5.1 SUBMISSION IN TWO SEPARATE ENVELOPS:

5.1.1 Un-priced and priced part must be submitted in separate sealed envelopes in following 2 parts:

i) **PART-I – TECHNICAL AND UN-PRICED COMMERCIAL PART**

- a) This part shall contain technical and commercial (Un-priced) bid. This envelope shall comprise the signed copy of Bidding document (Tender document), drawings, addendum (if any), one original and 1 copy of the information listed for submission in Part –I under Para 4.4. above. Techno-commercial bid containing prices shall be summarily rejected.
- b) The envelope shall have following information clearly written on the outside of the envelope, failing which BCPL will assume no responsibility for the misplacement or premature opening of the bid.

Part-I Technical and Un-priced Commercial Part.

Name of Work: _____

Bidding document No.: _____

Due date & time of Opening: _____

From : [Name & Address of Bidder]: _____

- c) Original earnest money deposit (EMD shall also be enclosed in this part.

ii) **PART-II SEALED PRICED COMMERCIAL PART:**

- a) This part of the bid shall contain the Schedule of Rates, duly filled in all respects and other information specifically requested for submission in price part under Para 4.4 ii) above. The envelope shall have the following information clearly written on outside of the envelope, failing which BCPL will assume no responsibility for the misplacement or premature opening of the bid.

PART-II – PRICE PART

Name of Work : _____

Bidding document No. : _____

From :[Name & Address of Bidder] : _____

- b) This part of Bid will be submitted in original plus one copy.

5.2 DATE, TIME & PLACE OF SUBMISSION:

5.2.1 Bid must be submitted by the due date and time mentioned in the Letter Inviting Tender or any extension thereof as duly notified in writing by BCPL at the following address:

DEPUTY GENERAL MANAGER (C&P), ADMINISTRATIVE BUILDING, BCPL PROJECT SITE, LEPETKATA-786006, DIBRUGARH, ASSAM INDIA.

5.2.2 Bid received after the time and date fixed for receipt of bid is liable for rejection.

5.3 CHECK LIST FOR SUBMISSION OF BID:

5.3.1 To assist bidder in ensuring the completeness of bid, a checklist for submission of various documents / details in 'technical & un-priced commercial part of bid has been enclosed to "INSTRUCTIONS TO BIDDERS". Bidder, in his own interest, is requested to fill the checklist and submit along with his bid for ready reference.

5.3.2 In case of incomplete submissions, BCPL will not be under any obligation to give the bidder an opportunity to make good such deficiencies and BCPL may at its discretion treat such bids as incomplete and not consider for further evaluation.

6.0 BID OPENING AND EVALUATION:

6.1 OPENING OF TECHNO-COMMERCIAL PART OF BID

6.1.1 On the date and time mentioned in 'Letter Inviting Tender' (if specified), Part-I i.e. Technical and un-priced commercial Part will be opened in the office of BCPL, ADMINISTRATIVE BUILDING, BCPL Project Site, Lepetkata-786006, Dibrugarh, Assam.

6.1.2 In the event, the specified date of bid opening is declared a holiday for BCPL, the bid shall be opened on the next working day at the specified time and location.

6.2 CLARIFICATION & ADDITIONAL INFORMATION:

During evaluation, BCPL may request Bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents in one original and one copy. However, seeking clarification shall be on sole discretion of BCPL.

6.2 TECHNO-COMMERCIAL DISCUSSIONS:

6.3.1 Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation.

6.3.2 Techno-commercial discussions with bidder shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussions shall produce authorization from his organization to attend the discussions and sign the minutes of meeting on behalf of his organization. The authorized representatives must be competent and empowered to settle all technical and commercial issues.

6.4 BID EVALUATION CRITERIA:

6.4.1 Bid is the responsibility of bidder and no relief or consideration can be given for errors and omissions made by the bidder inadvertently or adherently. Bid with incomplete information is liable for rejection.

6.4.2 The techno-commercial part of bid shall be evaluated as per bid evaluation criteria, wherever indicated in the bidding document.

6.4.3 Non-submission of details / documents as per Para (4.4.) above may lead to rejection of bid.

6.4.4 **REJECTION CRITERIA:**

I) **Bidders are advised to strictly confirm compliance to tender condition and not to stipulate any deviation / condition in their offer. Bids received with deviation to tender condition especially to the following clauses shall be considered non-responsive and shall be summarily rejected:**

- I. Firm Price
- II. EMD / Bid Bond
- III. Scope of Work
- IV. Specification
- V. Price Schedule / Schedule of rates
- VI. Delivery / Completion Schedule
- VII. Period of Validity of Bid
- VIII. Price Reduction Schedule
- IX. Performance Bank Guarantee / Security Deposit
- X. Guarantee
- XI. Arbitration / Resolution of Dispute
- XII. Force Majeure
- XIII. Applicable Laws
- XIV. Penalty/Compensation for delay
- XV. Termination
- XVI. Non quoting of rates as specified (i.e, in percentage.)
- XVII. Non submission of balance sheet as per BEC.

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

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

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

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

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

ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

6.4.6 DETERMINATION OF RESPONSIVENESS:

- i) Prior to the financial evaluation of bids, the BCPL will determine whether each bid is substantially responsive to the requirements of the Bidding document.
- ii) For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, in consistent with the bidding document, the employer's rights of contractor's obligation would affect unfairly the competitive position of bidders presenting substantially responsive bids.
- iii) If a bid is not substantially responsive to the requirements of the Bidding documents, it may be rejected by the BCPL.

6.4.7 Bidders must submit the bid in line with bid stipulations without taking any deviation. However, in case it becomes unavoidable and the Bidder seeks some clarifications / queries with respect to technical / commercial part, the bidder may stipulate the same strictly as per Annexure-I for the technical and commercial part.

6.4.8 UNSOLICITED POST BIDDING MODIFICATIONS:

Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations / exceptions. Once quoted, the bidder shall not make any subsequent changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the bid. Any proposal price change is likely to render the bid liable for rejection.

6.4.9 Bidders must ensure that complete bid along with all details as sought are submitted as per provisions of the bidding document. The checklist has been provided in the bidding document to ensure that any required details are not missed by the bidders while submitting their offer.

6.4.10 Proposed deployment of resources like manpower, equipment, tools and tackles shall be looked into to ensure performance of work within stipulated time period.

6.4.11 The concurrent commitments of Bidder on various jobs under execution by the bidder will be taken into account to assess the spare capacity available with the Bidder.

6.4.12 Performance of bidder on work executed / under execution shall be taken into consideration before selecting the bidder for opening of his price bid.

6.4.13 MECHANIZED CONSTRUCTION:

- i) Bidder shall furnish construction methodology based on mechanized construction techniques for execution of work along with details of plant & machinery to be deployed. The bidder shall assess the number and type of plant and machinery for the scope of work and the completion schedule.
- ii) Bidder will deploy the required numbers and types of plant & machinery applicable for different activities in consultation with the Engineer-In-Charge after award and during execution of work with respect to actual mobilization required.

6.5 OPENING OF PRICE PART OF BID:

Priced commercial part of only those bidder, whose bids are considered techno-commercial acceptable, shall be opened.

6.6 EVALUATION OF PRICES:

As per SCC PART – B

6.7 BLANK:-

6.8 PROCESS TO BE CONFIDENTIAL:

Information related to the examination, clarification, evaluation and comparison of bids recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence the BCPL processing of bid or award decisions may result in rejection of such Bids and the owner may initiate action against such bidders, as deemed fit, including putting them on "HOLIDAY LIST".

6.9 OWNER'S RIGHT TO ACCEPT OR REJECT A BID:

6.9.1 BCPL reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, to annul the bidding process or to reject all bids with or without notice or reasons. Such decisions by BCPL shall bear no liability whatsoever consequent upon such decisions.

7.0 AWARD OF WORK AND CONTRACT DOCUMENT:

7.1 AWARD OF WORK:

7.1.1 The bidder whose bid is accepted by BCPL shall be issued Letter of Intent / fax of Intent (LOI/FOI) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOI / FOI.

7.1.2 BCPL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards non acceptance of their bids. Except for refund of EMD to unsuccessful bidder, BCPL shall correspond only with the successful bidders.

7.2 CONTRACT DOCUMENT:

7.2.1 The successful bidder shall be required to execute a formal agreement in accordance with the 'Form of Contract' (Annexed to General Condition of Contract (GCC)), within 10 days of receipt of LOI/FOI/Detailed Letter of Award specified period.

7.2.2 Contract Documents to be signed between BCPL & selected bidder shall consist of the following:

- i) Agreement on stamp paper of appropriate value.
- ii) Letter of Intent / Fax of Intent
- iii) Detailed letter of award / acceptance along with agreed variation and other enclosures.
- iv) Original bidding document along with set of drawings
- v) Addendum/Corrigendum issued to bidder, if any.

7.2.3 Stamp paper of appropriate value shall be provided by the successful bidder after ascertaining its value.

7.2.4 The statement of Agreed variation prepared based on the deviation if any, finally retained by the bidder and accepted by BCPL, shall form part of detailed letter of award.

7.2.5. The information required in FORM 32 must be submitted to EIC within 15 days from the date of placement of Letter of award.

7.2.6. Bidders if so desires, may seek in writing the reason for rejection of their bid, to which BCPL shall respond quickly.

8. ERRANT BIDDER:-

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit Earnest Money paid by bidder & such bidder shall be debarred from participation in re-tendering of the same job(s)/item(s).

9. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

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

A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

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

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

After conclusion of process, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be

forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

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

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

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

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

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

B.2.2 Period of Banning

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

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

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

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

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

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

10 Performance Rating & Evaluation:

BCPL follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of BCPL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be banned/put on holiday for future business with BCPL.

All the suppliers and contractors working with BCPL will be evaluated based on the Parameters defined in the performance Rating Data Sheet as Format-15.

The evaluated rating may be falling in any of the following category depending upon the scoring of points in various parameters.

Very good
Good
Fair
Poor

In case, a vendor/contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating shall be put on "HOLIDAY" for a period of 1 to 3 years depending upon the nature of failure on their part in performance and such vendors and contractors will not be allowed to participate in business with BCPL for the Holiday period.

The vendors and contractors will be banned for submitting forged documents in respect of experience, turnover and any other requirements forming the basis for prequalifying/ eligibility criteria irrespective of their rating in the past. Such vendors & Contractors will be debarred from having business with BCPL in future.

FORMAT

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE

40 Marks

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

1.2 QUALITY PERFORMANCE

40 Marks

For Normal cases: No defects / No deviation / No failure
Marks 40

i. Rejection / Defects Marks Marks to be allocated on prorata basis for 10

acceptable quantity as compared to total quantity for normal cases.

ii. When quality failure endanger Marks Failure of severe nature 0

system integration & safety of the Marks - Moderate nature 5

system. marks - Low severe nature 10-25

iii. Number of deviation marks 1. No. deviation 5

2. No. of deviation < 2 2 marks

3. No. of deviation > 2 0 marks

1.3 RELIABILITY OF PERFORMANCE 20 Marks

A.FOR SUPPLIES:

(i) Submission of order acceptance, PBG, drawings & other documents within time.	5 Marks
(ii) Attending complaints & requests for after sales service / warranty repairs and / or query / advice (up to the evaluation period)	5 Marks
(iii) Response to various correspondence and conformance to standards like ISO	5 marks
(iv) Submission of all required documents including test certificates at the time of supply	5 marks

SPECIAL CONDITIONS OF THE CONTRACT

PART-A

DESCRIPTION:

**NAME OF WORK: ANNUAL MAINTAINANCE CONTRACT FOR HORTICULTURE & LANDSCAPING WORK
AT BCPL TOWNSHIP, SIVSAGAR FOR M/s. BRAHMAPUTRA CRACKER & POLYMER
LIMITED, LEPETKATA – DIBRUGARH.**

TENDER NO: BCPL/DIB/C&P/SER/20150146/SD

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 override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5 The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a

reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

2.0 LOCATION:

BCPL-LEPETKATA, Dibrugarh, Assam.

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

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

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

5.0 TERMS OF PAYMENT:

Payment will normally be made within 30 days of submission of R.A. bills to Engineer-in-charge after applicable deduction of Income Tax and any other taxes and duties.

Other terms and conditions related to Payment terms are specified in 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 **(6) SIX MONTHS** from the date of opening of tender.

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

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

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

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

The bidder shall indicate in its bid the Service Tax registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

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

For payment of service tax, serially numbered invoice / bill shall be issued by the service provider and should also specify following as per rate 4A of service tax Rules:

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

In case of non-compliance to the above, BCPL is not liable to reimburse any claim of contractor in respect of service tax. Further service tax invoices are to be raised keeping in view the new rules of service tax w.e.f. 01.07.2012.

9.0 SECURITY DEPOSIT:

9.1 Security deposit @ 7.5% of contract value has to be deposited within ten days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.

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

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

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

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

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

- 11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.
- 11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.
- 11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.
- 11.7 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

12.0 MEASUREMENT OF WORK:

- 12.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.
- 12.2 Wherever details are not available or inadequate in the execution drawings, physical measurements will be taken by the contractor in the presence of the representative of the Engineer-in-Charge. In such cases payment will be made on actual measurements.

13.0 DEFECT LIABILITY PERIOD:

The defect liability period shall be as per Special Conditions of Contract of Part-B.

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

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.

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.

20.00 SCHEDULE OF RATES:

- 20.1 The quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.
- 20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

21.00 COMPENSATION FOR DELAY:

No compensation for extended stay is payable to contractor.

22.00 TERMINATION OF CONTRACT:

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

23.00 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 ₹. 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.

24.00 SUPERVISION OF WORK:

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

25.00 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 one observed at all times during the execution of the job.

27.00 NUISANCE:

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

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 lesson, damages, expenses or decrease arising out of such action.

31.0 RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:

31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.

31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.

- 31.3 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
- 31.4 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 31.4.1 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 31.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 31.7 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 31.8 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 31.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 31.10 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 31.11 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.
- 31.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.

- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 31.20 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 31.22 All types of transport connected with the work shall be in the scope of the contractor.
- 31.23 Suitable site office space may be provided by BPC, BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 31.25 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 31.28 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.

33.0 ARBITRATION CLAUSE:

- 33.1 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.
- 33.2 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.

- 33.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.
- 33.4 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.
- 33.5 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.
- 33.6 The venue of arbitration shall be Guwahati.
- 33.7 The award of the Arbitrator shall be final and binding on both the parties.
- 33.8 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.

34.0 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.

35.0 PRICE PREFERENCE:

Price Preference to Central/State Government/Public Sector Enterprises (PSEs), Public Sector Construction and Services Enterprises or joint ventures with PSEs shall be applicable as per directives of Government of India.

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

- 36.1 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.
- 36.2 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.
- 36.3 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.
- 36.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

- 37.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises.
- 37.2 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.
- 37.3 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.
- 37.4 Non-submission of the attested copies of the certificates/documents will render they bid non-responsive and liable for rejection.

38.1 SUB LETTING OF WORK:

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

38.2 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".

38.3 PF REGISTRATION:

Bidder must have their own Valid P.F. account / code no. from Regional PF commissioner and attested copy of the same are to be submitted along with the technical bid.

- 39.0 The deployed labour by the contractor shall be directly controlled / supervised / directed by the contractor himself or his representatives.

40.0 PENALTY AGAINST VIOLATION OF SAFETY, HEALTH AND ENVIRONMENT RELATED NORMS:

- 40.1 Against Violation of applicable Safety, Health and Environment related norms, a penalty of ₹. 5,000.00 per occasion.
- 40.2 Violation as above resulting in:
- 40.3 Any physical injury, a penalty of 0.5% of the contract value (maximum of ₹. 2, 00,000.00) per injury in addition to ₹. 5,000.00 as in para 40.1.
- 40.4 Fatal accident, a penalty of 1% of the contract value (maximum of ₹. 10, 00,000.00) per fatality is addition to ₹. 5,000.00 as in para 40.1.

41.0 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.

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

42.0 PRICE REDUCTION SCHEDULE:

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 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.

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

43. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

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

A2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

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

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

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

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

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit an undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

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

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

45 PERFORMANCE RATING & EVALUATION:

BCPL follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of BCPL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be banned/put on holiday for future business with BCPL.

All the suppliers and contractors working with BCPL will be evaluated based on the Parameters defined in the performance Rating Data Sheet as Format-15.

The evaluated rating may be falling in any of the following category depending upon the scoring of points in various parameters.

Very good
Good
Fair
Poor

In case, a vendor/contractor is not able to achieve a minimum scoring of 60% points in the given parameters individually and collectively for all parameters i.e. with poor rating shall be put on "HOLIDAY" for a period of 1 to 3 years depending upon the nature of failure on their part in performance and such vendors and contractors will not be allowed to participate in business with BCPL for the Holiday period.

The vendors and contractors will be banned for submitting forged documents in respect of experience, turnover and any other requirements forming the basis for prequalifying/ eligibility criteria irrespective of their rating in the past. Such vendors & Contractors will be debarred from having business with BCPL in future.

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE

40 Marks

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

1.2 QUALITY PERFORMANCE

40 Marks

For Normal cases: No defects / No deviation / No failure		40
Marks		
i. Rejection / Defects	Marks to be allocated on prorata basis for	10
Marks	acceptable quantity as compared to total quantity for normal cases.	
ii. When quality failure endanger	Failure of severe nature	0
Marks		
system integration & safety of the	- Moderate nature	5
Marks		
system.	- Low severe nature	10-25
marks		
iii. Number of deviation	1. No. deviation	5
marks		
	2. No. of deviation < 2	2 marks
	3. No. of deviation > 2	0 marks

1.3 RELIABILITY OF PERFORMANCE

20 Marks

A.FOR SUPPLIES:

(i) Submission of order acceptance, PBG, drawings & other documents within time.	5 Marks
(ii) Attending complaints & requests for after sales service / warranty repairs and / or query / advice (up to the evaluation period)	5 Marks
(iii) Response to various correspondence and conformance to standards like ISO	5 marks
(iv) Submission of all required documents including test certificates at the time of supply	5 marks

NO DEVIATION CERTIFICATE

**BRAHMAPUTRA CRACKER & POLYMER LIMITED
LEPETKATA, DIBRUGARH, ASSAM**

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 agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

NAME : _____

BIDDER'S NAME : _____

COMPANY SEAL : _____

BRAHMAPUTRA CRACKER & POLYMER LIMITED LEPETKATA, DIBRUGARH, ASSAM

A: CONTRACTOR'S SAFETY RECORD IN LAST ASSIGNED JOB: -

- Total nos. of employees =
- Working hours / day =
- Nos. of days worked =
- Total man hours worked =
(total nos. of employees X
working hrs / day X no. of days
worked)
- No. of fatalities =
- No. of major injuries =
- No. of three days injuries =
- Nos. of minor injuries =
- Total nos. of occupational Diseases / illness =

B: SAFETY INFORMATION TO BE SUBMITTED BY CONTRACTOR:

Following information to be submitted at the end of the every month to the, office of In-charge (F&S) directly with copy to Engineer-In-Charge.

- A. - Total nos. of employees =
- Working hrs / days =
- Duration of contract (in days) =

B. STATUS OF SAFETY – GADGETS

- Nos. of helmets =
- Nos. of safety belt =
- Nos. of goggles =

Welding Goggles =	Grinding Goggles =	General Goggles =
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- Nos. of hand gloves =
- No. of safety shoe / gum boot =
- Length of barricading tapes =
- Status of warning tags (like radiography, road blocking, no entry etc. use) =

C. INCIDENT STATUS

- Name of safety representative =
- Nos. of minor injuries =
- Nos. of three days injuries =
- Nos. of major injuries =

- Nos. of fatalities (if any) =

D. INSPECTION RECORD

- Gas cutting set & welding =

Machine inspected on & by

- List of hand tools updated on =

- Hand tools inspected on & by =

- Ladders & lifting tools inspected
on & by =

SIGNATURE OF SITE IN-CHARGE

Contractor's Signature_____

SPECIAL CONDITIONS OF CONTRACT PART - B

SUB: ANNUAL MAINTENANCE CONTRACT OF HORTICULTURE WORKS AT BCPL TOWNSHIP, SIVASAGAR FOR M/s BRAHMAPUTRA CRACKER & POLYMER LIMITED.

1.0 SPECIFICATIONS:

- 1.1 The specifications for the entire work shall be in accordance with latest CPWD specifications, MORSTH specifications, Latest IS codes and manufacturer's specification.
- 1.2 Whenever these codes are silent, the same shall be governed by sound engineering practice and the decision of the Engineer-In-Charge in matter of interpretation shall be final and binding on the contractor.
- 1.3 GCC/CPWD Specifications are kept in Civil Department at and tenderer are advised to inspect and read carefully before submitting their quotation. It shall be presumed as fully read and understood by the tenderer irrespective of the fact whether they have done so or not and no claim on this account shall be entertained at a later date. It is deemed Under stood that the tenderer has thoroughly read the GCC before filling in the rates.
- 1.4 In case of ambiguity in Schedule Of Rates (SOR), general conditions, specifications, drawings the following order of precedence will prevail:

2.0 ORDER OF PRECEDENCE

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

- (a) Telex/Telegram/Fax of intent, detailed letter of intent along with statement of agreed variations and its enclosures and any corrigendum/addendum.
 - (b) Schedule of Rates (SOR)
 - (c) Special /Additional conditions of contract.
 - (d) Specifications/Special notes regarding specifications / drawings in conjunction with each other.
 - (e) General conditions of contract.
- 3.0** The work is required to be done **primarily** at **BCPL Township, Sivasagar, Assam**. Depending upon exigencies of work and as per instruction of EIC, the work may require to be executed out side also such as BCPL Plant etc.

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

The various items to be operated has been dealt in schedule of rates attached with tenders documents. **The rates should include supply of all materials, man power, equipments, consumables, taxes, duties, royalties, profits and overheads like**

PF/Labour License, Insurance, labour gate passes etc. required for the job as per specifications and Schedule of Rates (SOR).

4.0 SUBLET OF WORK

The contractor shall not sublet the contract, except with the written consent of the BCPL. See the relevant clause in GCC for details.

5.0 LOCATION AND SITE CONDITIONS

- 5.1 BCPL Township, Sivasagar and its associated facilities are in Laxminagar locality approx. 01km from Sivasagar Railway Station.
- 5.2 The contractor deemed to have inspected the site thoroughly and acquainted himself with the site conditions, availability of storage for materials, work areas available for construction, disposal / stacking of surplus earth from excavation of all kinds of soil/ rocks and acquainted himself with the general nature of the site, sub soil water table and its other features likely to affect his tender and the construction of the works. No claim/ extension of time whatsoever shall be entertained on account of prevailing site conditions.

6.0 TIME SCHEDULE

Total period of contract for this work will be for 24 months, reckoned from the date as mentioned in letter of award. Time is the essence of the contract and as such every effort should be made to complete the work within prescribed time period for the execution of the work as contemplated under this contract. **The contract may be extended for further period beyond 24 months (maximum 6 months) if required / desired by BCPL. In this regard, the decision of Engineer-In-Charge shall be final and binding on the contractor.**

BCPL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days notice to the contractor.

7.0 SCOPE OF WORK

The scope of work shall be generally as per Schedule of rates, drawings etc for the subject work which are self-explanatory but not limited to the quantities and specifications indicated therein. However, it is understood that the scope of work shall include interallia, the carrying out of any and all works and providing any and all facilities, as required for completing the works as per terms and conditions of Contract Document. Contractor's scope of work shall include but not limited to the following :-

A. PLANTATION OF LAWN:

- 1. Digging the soil up-to 60 Cms. depth and disposing rubbish from the premises to outside at designated place.
- 2. Back filling the excavated area with Good Garden earth and manure in 3:1 (3 parts earth : 1 part manure) ratio and leveling the area & giving proper slopes for drainage.
- 3. Flooding the area with the water, removing weeds after 10 to 15 days and then fine dressing.

4. Planting of selection no 1 type grass with 15 cm spacing on either side including watering the lawn as required, (during initial development of 15 days, watering is to be done every day).
5. Any other job pertaining to initial development but not covered above & which in the opinion of BCPL is necessary for proper plantation of lawn, will be carried out by the Contractor at no extra cost.

B. PLANTATION OF SHRUBS AND TREES :

1. In the case of plantation of shrubs in already prepared bed, saplings of specified variety having a minimum height 1.5 feet shall be planted after necessary excavation & backfilled.
2. In the case of areas where plantation bed is not prepared/available, pit of size 60 cm dia and 60 cm deep for shrubs and 1.20 M dia and 1.20 M deep for trees shall be excavated in all type of soils, and disposing rubbish from the premises to outside designated place directed by Engineer-in-Charge. The excavated pits shall be backfilled with good garden earth and manure as specified in the item.
3. Saplings of the shrubs/trees of minimum 1.5 feet shrubs and 3.5 feet for trees/plants shall be planted in the prepared pits.
4. The saplings shall be supported with bamboo sticks and watered properly to ensure proper growth of plants.
5. With regard to the different varieties of the shrubs/trees, the decision of EIC shall be final and binding on the contractor.
6. Any other jobs related to plantation of shrubs/trees not covered above but which in the opinion of Engineer-in-Charge are necessary for proper plantation of the same, will be carried out by the contractor at no extra cost.

C. PLANTATION OF HEDGE

1. In the case of plantation of hedge in already prepared bed, saplings of specified variety having a minimum height 1.5 feet shall be planted after necessary excavation & backfilled.
2. In the case of areas where plantation bed is not prepared/available, excavation of trench of size 45 cm wide and 60 cm deep in all type of soils and disposing rubbish from the premises to outside the plant at designated place or as directed by Engineer-in-Charge. The excavated pits shall be backfilled with good garden earth and manure as specified in the item.
3. Planting of specified hedge @ 30 cm C/C in the prepared trench.
4. The height of plants (if supplied by contractor) should be of 45 cm minimum.
5. Any other job pertaining to initial development but not covered above & which in the opinion of BCPL is necessary for proper plantation of hedge, will be carried out by the contractor at no extra cost.

D. MAINTENANCE SPECIFICATION FOR LAWN, GARDEN (Flower Beds) :-

Following operations are to be done:

1. Watering the lawn every day for first 15 days after initial development and thereafter minimum once in a week during winter and thrice in a week during summer or more if required during monsoon as & when required as per site condition.
2. Removal of weeds from lawn minimum twice or more in a month to keep the lawn area free from weeds.
3. Rolling/mowing the lawn area & hoeing of beds minimum twice in a month or more as per site requirements.

4. Application of sweet sandy soil of approved quality @ 0.5 Cum. per 100 Sqm of lawn area once in a year (preferably during Dec-Jan) from the stack inside the plant area, however, the cost of sweet sandy soil shall be paid for separately.
5. Spraying of pesticides, DAP, Urea etc. as per requirement, in flower beds & other ornamental plants and the lawn area.
6. Removal of dead leaves, sweeping the lawns, gardens, flower beds etc. as and when required and disposing of the rubbish etc. at a suitable place outside the premises or as directed by Engineer-in-Charge.
7. Any other job related to maintenance of lawns, gardens, flower beds etc. not covered above but which in the opinion of EIC are necessary for proper maintenance of lawn/garden will be carried out by the contractor at no extra cost.
8. The contractor will have to replace at his own cost any grass planted/maintained within the contract period which dies for any reason whatsoever during contract period.
9. Suggested periodically of lawn mowing and grass cutting is as detailed below

	Lawn mowing	Grass Cutting
Winter/Summer seasons	- Once in 10-12 days	Once in three weeks
Monsoon season	-Once in 7 days	Thrice in a month.

The above periodicity is suggestive only and may vary depending on actual climatic conditions and work requirement, as per the decision of EIC.

E. MAINTENANCE OF SHRUBS / TREES:-

1. Watering the shrubs/trees & in lawn area: Twice in a week during winter and four times a week during summer season and during monsoon as and when required.
2. Providing bamboo supports to the plants wherever required.
3. Removal of weeds from the bed of trees and earthing up the soil so that only one sapling grows up from each pit.
4. The beds of the trees/shrubs should be dug up for moisturizing every fortnightly or more if required.
5. Application of manure once in a six months @ 1.0 Cu.M for every 100 shrubs/plants from the manure stacked in the plant area. However, the cost of manure shall be paid for separately.
6. Shaping of the trees/shrubs as and when required for proper crown and height for healthy growth (at least once in a month for shrubs and once in a three months for trees).
7. All trees/shrubs are to be kept healthy and free from diseases, insect infection and nutrient deficiency.
8. Spraying of pesticides, DAP, Urea etc. as per requirement, in flower beds & other ornamental plants and the lawn area.
9. The contractor will have to replace at his own cost any shrubs/trees planted/maintained within the contract period which dies for any reason whatsoever during contract period.
10. Any other job related to maintenance of trees/shrubs not covered above but which in the opinion of EIC is necessary for proper maintenance of the trees/shrubs will be carried out by the contractor at no extra cost..

8.0 DEFECT LIABILITY PERIOD

There shall be no defect liability period for the subject work and the SD amount shall be released after 90 days of completion of the contract period and after submission of an Indemnity Bond by the contractor to the effect that he/they has/have paid wages in full & final to the workers engaged from time to time, fulfilled all labour law provisions in

letter & spirit to Govt./Autonomous Body and also do not owe any amount to vendor/supplier/party in connection with the said work and they shall also indemnify BCPL from any future dispute /claim /litigation.

9.0 MEASUREMENTS AND PAYMENT

The payment shall be made for the actual work done as per the running account bills & final account bill raised by the contractor on the standard pro-forma prescribed by BCPL and duly certified by Consultant & Engineer-In- Charge. The payment shall be released as per the stages mentioned in the contract. The measurements shall be done as per CPWD/IS specifications failing which as per standard engineering practice shall be followed.

The bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to ENGINEER-IN-CHARGE.

10.0 MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

All materials, manpower, equipments and consumables shall be in the scope of supply of contractor and the quoted rates shall be inclusive of all necessary input to complete the job. All **tools and tackles** including lawn mower (vertical/horizontal), hose pipe, sickles, spade, small spade, pick axe tagari, Pruning saw, hand trolley etc, required to execute the work as per satisfaction of EIC, are in the scope of contractor. A List of minimum number of tools and tackles to be maintained at all times during the execution of the work is attached at **Annexure I.**, All consumable are in the scope of contractor including diesel, lubricants etc.

11.0 SAMPLES FOR APPROVAL

The contractor shall furnish to the Engineer-In-Charge for approval samples of all material to be used in the item/work. Such samples shall be submitted before item/work is commenced in advance. It is the responsibility of the contractor to arrange for tests as required by Engineer-In-Charge at his own cost. The material representing approved samples shall only be used at site.

12.0 SUPERVISION OF WORK AND CONTRACT MANPOWER

Contractor or his authorized representative shall be available at site during the progress of the work. The contractor shall deploy one experienced supervisor at BCPL township site at his own end for daily job supervision, maintenance of records, job cards, registering the complaints over phone or in person, handling of stores etc. & for any other work assigned by EIC.

The supervision/Mali cost is included in the SOR items/bid value and no extra payment shall be admissible on this account.

In case contractor fails to deploy 01 supervisors for supervision of work as mentioned in the SOR then an amount of Rs. 10000/- per month per supervisor may be deducted from the bills of the contractor at BCPL discretion.

Monthly Retainership Charges for providing "Mali"/worker on daily basis so as to ensure high quality maintenance services/jobs of various natures as detailed in relevant SOR item no.1, wherein minimum 08 (Eight) nos. Mali/worker (or more, if required for a

particular day, as per site condition) will be provided by the contractor during the entire contractual period on all working days.

In case, any of the Mali/worker out of minimum requirement as given above does not report on the work in particular day, a suitable replacement i.e. another Mali/worker will be provided by the contractor so as to ensure efficient & smooth services of the horticulture works.

If the contractor fails to perform any activity of the scope of the maintenance services or in case of poor performance under this contract, due to absence of any of the minimum manpower (i.e. 08 nos. Mali/worker), a penalty @ Rs. 500/-per day per Mali/worker (for absence of each working day) will be deducted from the contractor's RA/ Final bill. For February month, total working days shall be 24 days and for the remaining 11 months of a calendar year, total working days shall be 26 days. Decision of the EIC shall be final & binding to the contractor in this regard.

13.0 VARIATION IN QUANTITIES OF ITEMS DURING EXECUTION

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

14.0 COMPLETION CERTIFICATE

- 14.1 Within one month of the completion of work(s)/Part(s) in all respect, the contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all surplus materials and rubbish is cleared off the site completely nor until the work shall have been measured by the Engineer-In-Charge whose measurement shall be binding and conclusive. The works will not be considered as complete and taken over by the owner, until all the temporary works, labour and store and colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-In-Charge.
- 14.2 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the works, the Engineer-In-Charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off.
- 14.3 Such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any such actually realized by the sale thereof.

15.0 TERMS OF PAYMENT:

(A) PAYMENT OF RUNNING BILLS:

100% payment shall be released on completion of item / work as certified in the R.A bills.

(B) PAYMENT OF FINAL BILL:

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

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

16.0 EVALUATION OF PRICE BIDS AND AWARD OF WORK

- 16.1 The price bid may consist of one or more parts/sub-heads depending upon the nature of work (s). The bidders are required to quote rates in figure as well as words for each part/sub-head as far as possible, BCPL intends to award the entire work to a single bidder on overall lowest cost basis, therefore, overall lowest bidder comprising of all the parts/sub-heads shall be considered for award. The rates quoted differently for similar items in each part/ sub-head shall be considered as is for evaluation purpose. For award of work and payment thereafter, the lowest of the rates quotes for similar items in different parts/ sub-heads shall be considered.
- 16.2 Based on the past experience of BCPL, the execution of item no. 1 of SOR requires deployment of **08 (Eight) persons for sub head A and 1(One) person for sub head B** per day on daily basis (**for 26 days** in a month) in regular shift. The scope explained under sub heads A & B of SOR shall be executed by unskilled & skilled labor respectively.
- 16.3 The bidder has to quote the rate of **item no.1 (sub head A) & 1 (sub head B) of SOR** in such a way so that payment of minimum wages, provident fund and compliance to other statutory obligations /requirements etc. is ensured for the engaged manpower for the item during the entire contract period. In case the quoted rate of the bidder for **item no.1 (sub head A) & 1 (sub head B) of SOR** is found to be less than the rate worked out on the basis of the applicable minimum wages as on the date of the price bid opening including contribution of PF by the employer (including administrative charges) on prevailing rate, then the offer of the bidder shall be liable for rejection at the sole discretion of BCPL. Bidders are therefore, advised to quote the rates after going through all the prevalent provisions in this regard.
- 16.4 The minimum wages to be considered for payment shall be as per category "C" under Area "C" (for employment in construction & maintenance activities) as per the notification issued from time to time by the office of the Dy. Chief Labour Commissioner, Guwahati, Assam

17.0 ESCALATION

- 17.1 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period and during the extended period (if any).

18.0 CONSTRUCTION WATER AND POWER:

Water & power supply shall be provided by the owner free of cost at the nearest available point. The contractor has to arrange flexible cables to draw power from the nearest power point to lawn mower. Similarly, the contractor has to arrange flexible pipes for drawing water from the nearest available point. The cost towards power cables / pipes shall be borne by the contractor.

19.0 EXTRA ITEM /SUBSTITUED ITEMS

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

- a) If the item of work is similar to the item for which, the bidder has quoted rates in SOR, the quoted rate shall be applicable.
- b) If the rate for the item does not appear in the SOR , the rate shall be derived from similar items of work indicated in SOR
- c) The rates for those items of work which cannot be derived from quoted rates in the SOR shall be derived from the prevailing market rates of material and labour plus 10% towards contractor's overheads and profits. The opinion of the Engineer in charge as to the current market rates for materials and the quantum of labour and material involved per unit shall be final and binding on the contractor.

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

20.0 REGISTRATION WITH PF AUTHORITIES

Intending bidders must furnish the proof of having valid PF code and valid registration with regional provident fund authorities along with their tenders. Proof of challans/receipt with regional PF authorities shall be submitted from time to time for verification of ENGINEER-IN-CHARGE.

21.0 PHOTOGRAPHS / LABOUR PERMISSION/VEHICLE PERMISSION:

The contractor shall arrange to make photo gate passes/labour permissions/vehicle passes etc. for his persons/labors/vehicles for working in site township premises at his own cost as rules of the company.

22.0 SPECIAL NOTE FOR BIDDERS

- 22.1 The contractor should take all necessary care while working that no trap, pipeline, item get choked / damaged. In case the traps, pipelines get choked or anything gets damaged during working then the retainer shall have to replace/ rectify the same at his risk and cost. Further any damage / loss in the contractor / retainer's workshop/office/ store/custody or during lifting or transportation shall be promptly repaired/replaced as the case may be by the retainer on his cost & risk.
- 22.2 Since this is a maintenance work, which is generally of urgent nature and required as and when need basis, therefore the contractor/retainer may be required to attend the work

on holidays including Saturdays and Sundays and on late hrs. Nothing extra will be paid for working during the late hrs. and on holidays. Retainer will have to make all necessary arrangements for security and safety of his persons and work place like providing safety belts, shoes, helmets, proper illumination of work place etc.

- 22.3 The contractor shall abide all the rules, regulations, laws & safety aspects applicable including minimum wage act in respect of the staff engaged by him and the contractor shall be wholly responsible for his employees, their safety, the applicability of PF, gratuity, medical, insurance etc. and any other statutory provisions that may be enforced from time to time. BCPL will not be responsible in any way for payment on these accounts. Any labour or staff related points, problems, and disputes if any will be the sole responsibility of contractor and he has to indemnify BCPL & its persons from above claim or fine etc., imposed by any Private or government body / person. All the labour and employee laws should be complied by the contractor at his own cost & risk.
- 22.4 The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and shall give suitable direction to his workmen deployed for undertaking contractual obligations.
- 22.5 **The contractor will provide cotton dress/ dangri to all their staff and workers in addition to PPEs, as per safety norms** at his own cost and no extra charges shall be payable by BCPL.
- 22.6 In case of any accident, injury, death caused to the any **employee** of contractor while executing the work under the contract, the contractor shall solely be responsible to pay the adequate compensation, insurance money etc. to the next kith & kin of that injury or dead taken. The contractor undertakes and Indemnify owner from such liabilities.
- 22.7 The contractor also **undertakes** to obtain insurance cover policies covering all risks which may **arise** out of the execution of work under the contract. The contractor will pay the insurance premium to the insurance company from time to time against the insurance cover policy taken for his employees including third party.

23.0 VAT REGISTRATION

Bidder must submit wherever necessary attested copy of registration certificate on prescribed pro-forma under the Assam VAT Act at the time of submission of bid.

24.0 LABOUR LICENSE

Contractor shall obtain an appropriate license from concerned authority under the contract labour (abolition and regulation) Act 1970 and furnish copy of the same to owner. Contractor shall also be responsible for its validity and for complying with provisions of all applicable Acts, rules & regulation in force at the site of work.

25.0 GENERAL INTERPRETATION:

- 25.1 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.

- 25.2 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 override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 25.3 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.
- 25.4 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.
- 25.5 The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

26.0 INCOME TAX/ SALES TAX / WORKS CONTRACT TAX:

Income tax deductions as per Income Tax rules shall be made from CONTRACTOR's running account bills unless specific exemption has been obtained by the CONTRACTOR from the Income Tax Dept. and documentary evidence to this effect has been submitted to the EMPLOYER.

Tenderer should quote all inclusive prices including the liability of all types of taxes, duties and sales tax on works contract tax (if any) imposed by State/Central/Local Government bodies from time to time. Sales tax on works contract if applicable will be deducted at source as per the rules.

27.0 TECHNICAL SPECIFICATION:

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

28.0 SCHEDULE OF RATES:

- 28.1 The quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will be assumed to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.

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

28.3 In case of any variation in rates quoted for similar items in different sub heads of work for the same package/work , the lowest of the rates quoted shall be payable irrespective of the sub heads.

29.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

30.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

31.0 CLEARANCE OF SITE:

31.1 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.

31.2 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.

31.3 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, 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.

32.0 ADHERENCE TO SAFETY REGULATIONS:

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

33.0 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.

34.0 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.

35.0 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.

36.0 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 subcontractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all lesson, damages, expenses or decrease arising out of such action.

37.0 COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:

1. 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.
2. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities.
3. The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
4. No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
5. The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.

6. The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
7. The persons to be deployed should be on rolls of the contractor/contracting firm.
8. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
9. The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.
10. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
11. The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner Guwahati/Dibrugarh, Assam if he engages 20 or more workmen/labours.
12. The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner Guwahati, Assam from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer-In-Charge (EIC). The Engineer Incharge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.
13. The contractor/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The contractor must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to the concern contract workers deployed by him for the assigned job and submit the copy of monthly chalaan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer Incharge.
14. The contractor/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount

equivalent to such deductions along-with penalty as per the provisions of the applicable Act.

15. The contractor/contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.
16. The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other labour legislations as in existence (at present in India) and as amended from time to time and also point no. 13.
17. The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto every month along with the monthly bills to the Engineer –In- Charge. The checklist- is indicative for monthly bills only and other forms/returns as required under various acts shall be required to be filed/maintained by the contractor himself regularly.
18. No accommodation will be provided to the contractor/contracting firm as per guidelines of BCPL.

SIGNATURE AND SEAL OF THE CONTRACTOR

LIST OF HORTICULTURE TOOLS AND TACKLES

S.No.	Name	Nos.
1	Petrol operated Lawn mower.	02
2	Petrol Operated Grass cutting machine	02
4	Hedge cutter	03
5	Pruning Secateurs	5
6	Khurpa	10
7	Phawra (Spade)	4
8	Sickle (Darati)	5
9	Axe (Kulari)	8
10	Weeding Trowel (Falcon or equivalent make)	5
11	Pruning Saw (Falcon or equivalent make)	5
12	Hand spray Machine	2
13	Watering can	4
15	Rubber hose pipe for watering	100 (RM)

- The contractor will ensure the availability of above tools (minimum as per above make) at site within a 01 month after awarding of the job/ or as per requirement from time to time.

PART – B

SCHEDULE OF RATES

SPECIAL NOTE:- % quoting is only for subhead A & B. From subhead C, its on unit rate basis.

Sl. No.	DESCRIPTION OF ITEMS	Unit	QTY	Rate in Figures (Rs.)	Rate in Words (Rs.)	Amount (Rs.)
	SUB HEAD A- MONTHLY RETAINERSHIP	A	B	C	D	E=BXC
1.0	Providing services for horticulture works at BCPL Township, Sivasagar for following works on Lump Sum Monthly basis.					
1.a	Maintenance of lawn, Shrubs and flower bed including , rolling watering, deweeding, mowing, hoeing, cutting & disposal of lawn rubbish out side the area and applying of fertilizer, insecticide/ pesticide.					
1.b	Maintenance of existing trees/shrubs(approx. 500 Nos.) planted in different location including regular watering, deweeding, earthing up, pruning/shaping and applying of fertilizer, insecticide/pesticide etc.					
1.c	Regular maintenance of the existing playground including, rolling, watering, deweeding, mowing, hoeing, cutting to the satisfaction of EIC.					
1.e	Maintenance/shifting of indoor/outdoor pot plants in different buildings at BCPL Township including watering, deweeding, hoeing, repotting of plants etc.					
1.f	Maintenance of Hedge including watering, Pruning /shaping etc. complete.					
1.g	Uprooting rank vegetation and weeds by digging the area to a depth of 60 cm removing all weeds and other growth with roots by forking repeatedly breaking clods, rough dressing, flooding with water, uprooting fresh growth after 10 to 15 days and then fine dressing for planting new grass, including disposal of all rubbish with all leads and lifts.					
1.h	Cleaning & Cutting of Jungle grass at various location within BCPL township as per instruction of EIC.					
1.i	Development/ renovation of new/existing lawns at various locations in BCPL township as per instruction of EIC.					
1.j	Preparation of flower beds at various locations as directed by EIC for hedging & seasonal flower and shrubbery by excavating 60 cm deep and trenching the excavated base to a further depth of 30 cm, refilling the excavated earth after breaking clods and mixing with sludge or manure in the ratio of 8:1 (8 parts of stacked volume of earth after reduction by 20 % : 1 part of stacked volume of sludge or manure after reduction by 8 %), flooding with water, filling with earth if necessary , watering and finally fine dressing, levelling etc.including stacking and disposal of materials declared unserviceable and surplus earth by spreading and levelling as directed, within a lead of 50m lift up to 1.5 m complete (cost of sludge, manure or extra earth to be paid separately)					
1.k	Providing & operating 2 nos. petrol/diesel operated lawn mower and grass cutting machine on daily basis including the cost of fuel, lubricants etc. and maintenance on daily basis complete at site as directed EIC.					
1.l	Any other job as instructed by EIC i.e cutting of grass on pathways, road edges, along Kerb stone etc.					
1.m	Monthly Retainership Charges: Monthly Retainership Charges for providing a team of eight workers on daily basis so as to ensure high quality maintenance services of the above mentioned jobs. Note: The team for the above item shall be allowed one weekly off as decided by EIC depending upon work environment. Estimated Rate(A)= (8nos. x Rs.233)x 26 days	Per month	24.00	48464.00	FORTY EIGHT THOUSAND FOUR HUNDRED SIXTY FOUR ONLY.	1163136.00
	Add applicable PF rate (B) (13.61%) on (A)					158302.81

Sl. No.	DESCRIPTION OF ITEMS	Unit	QTY	Rate in Figures (Rs.)	Rate in Words (Rs.)	Amount (Rs.)
	SUB HEAD A- MONTHLY RETAINERSHIP	A	B	C	D	E=BXC
	Add percentage (8.33 %) (C) as quoted on SOR price on (A) towards Ex gratia for workers.					96889.23
	Add percentage (1.2%)(D) on (A) against reimbursement of cost of insurance coverage obtained under Employee's compensation Act, 1923 up to Rs. 10.86 lacks per contract workers					13957.63
	Total(E) =(A+B+C+D)					1432285.67
	Add percentage (_ %)(F) as quoted on SOR price on (E) <u>above</u> towards profit & over heads to be quoted by contractor(Value in INR to be quoted)	LS	1.00	_____% (in figure)	_____% (in words)	
Grand Total (I) = (E+F)						
SUB HEAD B - SUPERVISION						
1	Providing services of 01 nos of experienced skilled Horticulture supervisor on 08 hrs. per day basis for supervision of above mentioned works. Estimated Rate(A)= (1nos. x Rs.328)x 26 days.	Month	24.00	8528.00	EIGHT THOUSAND FIVE HUNDRED TWENTY EIGHT ONLY	204672.00
	Add applicable PF rate(B)(13.61%) on (A)					27855.86
	Add percentage (8.33 %)(C) as quoted on SOR price on (A) towards Ex gratia for workers.					17049.18
	Add percentage (1.2%)(D) against reimbursement of cost of insurance coverage obtained under Employee's compensation Act, 1923 up to Rs. 10.86 lacks per contract workers					2456.06
	Total(E) =(A+B+C+D)					252033.10
	Add percentage (_ %)(F) as quoted on SOR price on (E) towards profit & Over heads to be quoted by contractor(Value in INR to be quoted)	LS	1.00	_____% (in figure)	_____% (in words)	
Grand Total (II) = (E+F)						
SUB HEAD C- ITEMS						

Sl. No.	DESCRIPTION OF ITEMS	Unit	QTY	Rate in Figures (Rs.)	Rate in Words (Rs.)	Amount (Rs.)
	SUB HEAD A- MONTHLY RETAINERSHIP	A	B	C	D	E=BXC
1	Earth: Supplying, stacking, filling and levelling of good earth at site as directed including royalty and carriage (earth measured in stacks will be reduced by 20% for payment)	M ³	100			
2	Grassing: Supplying and dibbling of selected lawn grass {Doop Grass (Cynodon Dactylon), Carpet Grass (Axonopus Affinis} after preparing the land by ploughing/working to a depth of 40-45 cm, removing of all unwanted debris (rubbles,pebbles,plant root etc.), mixing of organic manure, levelling the surface including watering and maintenance of the lawn for 30 days or more till grass formss a thick lawn free from weeds and for mowing.					
(a)	By Doob/Carpet Grass	M ²	2000			
3	Hedge Planting: Supplying and planting of suitable plant materials for preparation of protective/external hedge (50 cm wide) including the preparation of ground by mixing organic manure and fertilizers as per specification.					
(i)	With Duranta/Chinese Bamboo etc.	RM	300			
4	Pot Planting: Supplying & planting of seasonal flower(with pots) to keep the plants in healthy and good condition including filling the pot to the top surface with appropriate soil media made of garden soil , river sand, cow-dung, leaf mould, fertilizer, pesticides.The item includes the cost of plants & pots with necessary transportation charges & painting charges and cost of plastic base plates, moss sticks with all other required materials/ consumables etc. complete, but excluding the cost of Labour (Mali), which shall paid separately under relevant SOR item.					
(i)	Using earthen pot of 30 centimeter diameter.	Nos.	50			

Sl. No.	DESCRIPTION OF ITEMS	Unit	QTY	Rate in Figures (Rs.)	Rate in Words (Rs.)	Amount (Rs.)
	SUB HEAD A- MONTHLY RETAINERSHIP	A	B	C	D	E=BXC
5	Pot Planting: Supplying and planting of palms with required size of pot including filling the pot to the top surface with appropriate soil media made of garden soil, river sand, cowdung etc. complete as specified and directed.					
A.	With Bottle Palm					
(i)	Using earthen pot of 30 centimeter diameter.	Nos.	20			
B.	With Erica Palm/Kentia Palm					
(i)	Using earthen pot of 30 centimeter diameter.	Nos.	30			
C.	With Chinese Palm					
(i)	Using earthen pot of 30 centimeter diameter.	Nos.	20			
6	Tree Planting: Supplying and planting of ornamental trees (plant sapling height 1'-0") including pit making (60cmX60cmX60cm), filling the pit with appropriate soil media, manure and fertilizers as per specifications.					
(a)	Shade Tree:					
(i)	Mahaneem/Bakul/Bottle Brush/Debadaru/Weeping Willow	Each	20			
(b)	Flowering Tree:					
(ii)	Krishnachura/Radhachura/Korobi/Kanchan	Each	20			
©	Fruit Tree					
(i)	Mango/Litchi/Amla/Guava	Each	20			
7	Shrub Planting: Supplying and planting of ornamental shrub (below 1'-0" height) including pit making (60cmX60cmX60cm), filling the pit with appropriate soil media, manure and fertilizers as per specifications.					
(a)	Radhachura/Krisnachura/Rat ki rani/Ixora/Jetuka	Each	50			
(b)	Allmanda/khorika zai/May flower/Kamini/Togor/Nilkanta/Mussaenda/bougainvillea	Each	50			
©	Thuja/korobi/azalea/cycus	Each	50			

Sl. No.	DESCRIPTION OF ITEMS	Unit	QTY	Rate in Figures (Rs.)	Rate in Words (Rs.)	Amount (Rs.)
	SUB HEAD A- MONTHLY RETAINERSHIP	A	B	C	D	E=BXC
8	Bed Planting: Supplying & planting of seasonal flowers Dahlia/Chrysanthemum/Gladiolus/rose/salvia/inca/calendula/petunia/sunflower/celosia/zinnia/vinca/gerbera/hibiscus on the ground (bed planting, bed size 45cmx45cmx45cm) including the preparation of the soil, providing organic manure and fertilizer, pesticides as per specification and necessary maintenance for a period of 4 months from the date of planting complete as specified and directed.	Each	4000			
9	Edging with brick works: Edging with bricks laid dry length wise including excavation, refilling., consolidating with hand packing and spreading neatly surplus earth within a lead of 50 m 75 class designation	R.M	200			
10	Dump manure: Supply & stacking of dump manure at site including royalty & carriage with all required leads & lifts etc. complete, as per site requirement & as directed by the EIC. (Manure measured in stakes will be reduced by 8% for payment).	M ³	50			
11	Supply of whole length 'Bholuka' bamboo at site including carriage.	Nos.	40.00			
12	Disposal of township grass/vegetation/rubbishes etc. from time to time by tractor mounted trolley including supplying labour for loading and uploading , necessary operators and fuel etc. for tractor trolley to any place outside of BCPL Township.	Per Day	120.00			
	Total III(1 to 12)					
13	GRAND TOTAL (IV)= (I+II+III)					
14	GRAND TOTAL IN WORDS					

NOTE:- % quoting is only for subhead A & B. From subhead C, its on unit rate basis.