



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150173/BB

Date: 06.10.2015

To,

BID DOCUMENT FOR HIRING OF PERIPHERAL & SUPPORT SERVICES FOR BCPL, LEPETKATA AND GUWAHATI OFFICE FOR A PERIOD OF 2 YRS FOR BCPL.

LIMITED DOMESTIC COMPETITIVE BIDDING

*Prepared & Issued By
Contract & Procurement Department
M/s. Brahma Putra Cracker & Polymer Ltd.
“Admin. Building”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel# +91-373-2914635*

Contact Person:
B J BARMAN
SO(C&P)
0373-2914609/635/
Email-bhaskar.barman@bcplindia.co.in

If tender is to be hand dropped, for entry into BCPL Premises you may please contact in the Intercom No of B J Barman from the CISF gate.

Intercom No-1386

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

Project Site Office: Main Fire Station Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)

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

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REQUEST FOR QUOTATION (RFQ)

Sealed Bid under Two stage system is invited for the following works for Brahmaputra Cracker and Polymer Limited, Lepetkata, Dibrugarh, Assam

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd, stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for HIRING OF PERIPHERAL & SUPPORT SERVICES FOR BCPL, LEPETKATA AND GUWAHATI OFFICE FOR A PERIOD OF 2 YRS FOR BCPL as detailed below in complete accordance with enclosed tender document:

1) SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20150173/BB
1.2.3	Bid documents available on Website	From 15.00hrs on 06/10/2015-26/10/2015 (14-30 Hrs) on www.bcplonline.co.in and www.gailtenders.in & CPP portal Corrigendum(s)/Amendment(s) and record notes of pre-bid, if any, shall be available on the referred websites only and the bidders shall be responsible to check websites regularly.
1.2.3	BIDDING DOCUMENT ON SALE	NOT APPLICABLE.
1.2.4	Pre-Bid Meeting	13.10.2015 on 15.00 hrs (IST). Bidders are requested to attend the pre-bid meeting and scope of work can be addressed during meeting.
1.2.5	Last date and time for Submission of bid	26.10.2015 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un –priced bid at BCPL, Lepetkata	26.10.2015 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working day.
1.2.7	Place of submission of bid	CONTRACT AND PROCUREMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM

1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs 3,38,000/-
1.2.10	Tender Fees (non-refundable)	NOT APPLICABLE
1.2.11	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of annualized contract value to be deposited in the form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance BG .There is no exemption of Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments.
1.2.12	Venue for Opening of Un-priced bids	CONTRACT & PROCUREMENT. BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMIN. BUILDING, C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	BHASKAR BARMAN E-mail: bhaskar.barman@bcplindia.co.in Ph. No. +91-373-2914609/636

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

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 ALONG WITH EMD**
- b) **PART – II: PRICE PART(CONTAINING PRICED BID)**

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)
- d) Power of Attorney

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.

- i) **Tender Fee/bid document fee: (Non-refundable)-NOT APPLICABLE**

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.

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

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

3.0 BID EVALUATION CRITERIA (BEC):

3.1 TECHNICAL BEC:

1. Bidder must have executed successfully at least one(1) single service order valuing not less than Rs 42.00 Lakhs (Rs. Forty Two only) for providing Support/Peripheral services for at least proceeding 03 (Three) years which shall be reckoned from the scheduled date of tender opening.
2. For similar service contracts which are still running, if the actual executed value as on bid due date is equal to or more than the value indicated above, the same shall also be considered for meeting the single order value criteria.
3. Bidder must submit the following documents in support of meeting the experience criteria during the preceding 03(Three) years as detailed above:-
 - a. Copies of Work Order/Service orders set (including scope of work, SCC, SOR etc. which should be sufficient to ascertain experience) issued by client duly certificate/attested by Chartered Engineer and Notary Public with legible stamp.
 - b. Completion/Execution Certificate in respect of work/service order mentioned above and it should clearly contain the work/service order reference number, executed value and quantity, actual date of completion etc. Also, the completion certificate/Client Certificate must clearly indicate Full address of Client officer issuing the certificate.

Note 1: Experience acquired by a bidder as a Sub-Contractor shall not be considered for qualifying the experience criteria of BEC.

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

- 3.2 A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- 3.3 Bids of Joint Venture/Consortium are not acceptable. The cut-off date for meeting the technical criteria of BEC of the tender shall be the due date for submission of bids.

3.4 **FINANCIAL BEC:**

- a. The annual turnover of the bidder should be minimum **Rs. 42 Lakhs** in any of the preceding three financial years (FY 2012-13, 2013-14, 2014-15).
- b. The Financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2014-15.
- c. The bidder should have minimum working capital of **Rs. 4.2 Lakhs** as per the last audited financial year i.e. FY 2014-15. If the bidder's working capital is inadequate, the bidder shall supplement this with a letter issued by their Banker having net worth not less than **Rs. 100 Crore** or US\$ 22 million conforming the availability of line of credit to meet the above specified working capital requirement. (As per format specified in Tender).

All documents furnished by the bidders in compliance of Financial Criteria of BEC shall be submitted with "Details of financial capability of bidder" in prescribed format duly signed and stamped by a chartered accountant. Further copy of audited annual financial statements including balance sheets, Profit & Loss Account for last three preceding financial years submitted in bid shall be duly certified/attested by notary public with legible stamp.

Note to BEC (for *strict* compliance):

- a) Bidders must furnish all relevant documents/information in support of their credentials to the above eligibility criteria along with the offer, failing which their offer shall be summarily rejected.
- b) Bidders not meeting any of the above-mentioned criteria shall be rejected without assigning any reason.

3.5 **BID EVALUATION METHODOLOGY**

The 'total quoted price' in "Schedule of Rates [SOR]" of all the 'Techno-Commercially Acceptable Bidders' shall be evaluated to arrive at the 'Lowest Offer. However, BCPL reserves the right to accept or reject any or all the bids without assigning any reason whatsoever. Bidders are required to quote for complete scope of services. If any bidder quotes for partial scope/quantity against , their bid shall be considered incomplete and shall not be evaluated.

In case of tie between bidders, job shall be awarded to the bidder having higher turnover in FY 2014-15.

4) EARNEST MONEY DEPOSIT / BID SECURITY: Rs 3,38,000/-

For details refer Point no 6 of General Condition of Contract -SECTION IV of tender. In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall be treated as non responsive & shall be rejected.

- However, PSUs and SSI are exempted from payment of EMD. SSI are exempted, provided they are registered under Single Point registration scheme. Entrepreneurs Memorandum/Store details to be submitted at the time of un-priced bid opening, clearly mentioning that bidder is registered for Housekeeping services. Claim of EMD exemption without submission of EM (Store details) at the time of un-priced bid is not permitted.
- The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.
- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids will not be considered/opened.
- The format of Bank Guarantee for earnest money should be as per 'Format-4' of Instruction to bidders –SECTION IIB.

5) PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) DELETED
- iv) In case tendered item is non-splittable or non-dividable, MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price
- v) The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
 - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
 - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.

- vi) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium .
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard. Duly certified by Statutory auditor/Chartered Accountant.

Claim for MSE owned by SC/ST entrepreneur will not be entertained if documentary proof towards the same is not submitted during un-priced bid opening.

- vii) The above documents submitted by the bidder shall be duly Notarized and also certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- viii) If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.
- ix) In accordance with the provisions of the said Policy, HOD (C&P) shall be the Nodal Officer for implementation of the Policy and for redressing grievances as notified vide Gazette of India No. 502 dated 26.03.2012.
- x) If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission
- xi) Implementation of above provision is at the discretion of BCPL.
- xii) **Entrepreneurs Memorandum (Store details) has to be submitted along with the NSIC certificate which should clearly mention that vendor is SSI for Housekeeping services. No provision under this clause will be applicable if EM (Store details) is not submitted at the time of unpriced bid submission and the same will not be sought after bid submission. No request for availing of benefits under PPP 2012 will be entertained if EM is not submitted at the**

time of unpriced bid opening. Further bids of such bidders will not be evaluated if EMD is not submitted.

6) PRE-BID MEETING:

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

7) PERIOD OF CONTRACT

AS PER SPECIAL CONDITION OF CONTRACT-PART-B of **SECTION III** of tender document.

8) VALIDITY PERIOD OF OFFER:

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

9) VAT / CST No.: Please provide VAT/CST no.

10) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- Bidder may download the tender documents from GAIL's or BCPL's website. In that case bidder must furnish the tender fees in the form of DD along with the un-priced bid.
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

11) TERMS OF PAYMENT:

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

12) PRICE REDUCTION SCHEDULE: As per GCC Clause no-27

13) FIXED PRICE:

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

14) JURISDICTION OF COURT:

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

15) ARBITRATION:

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

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

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

16) FORCE MAJEURE:

Shall mean and be limited to the following:

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

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

17) REJECTION CRITERIA:

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

- i) Firm Price
- ii) EMD
- iii) Scope of work
- iv) Special Conditions of Contract
- v) Price Schedule
- vi) Period of Contract
- vii) Period of Validity of bid
- viii) Price Reduction Schedule/ Demurrages /Penalty
- ix) Performance Bank Guarantee / Security Deposit
- x) Force Majeure
- xi) Applicable Laws
- xii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

18) OTHER TERMS AND CONDITIONS RELATED TO SERVICE TAX (The provision of Service tax under this clause over rules all other clauses related to service tax at other portions of tender)

18.1 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. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion. Bidder must ensure that cenvatable invoice towards Service tax must be submitted timely.

18.2 Contractor shall indicate total service tax percentage payable under the contract in the format shown in SOR. However, if the services fall under the list of services defined

in reverse charge mechanism, then the liability of deposition of service tax to the tax authority by the contractor and the owner shall be dealt in accordance with Notifications issued by Government of India from time to time.

- 18.3 The tender is for “HIRING OF PERIPHERAL & SUPPORT SERVICES FOR BCPL, LEPETKATA AND GUWAHATI OFFICE FOR A PERIOD OF 2 YRS FOR BCPL” 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 nature of job before submitting their offer. Any difference payable on account of wrong Service tax rate shall be on the scope of the bidder.
- 18.4 If bidder wants to quote rate of Service other than 14%, then below mentioned provision will be applicable and the same has to be confirmed by the bidder in Agreed Terms and Conditions
- 18.5 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.
- 18.6 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 GAIL.
- 18.7 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.
- 18.8 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.
- 18.9 **NOTE: “In case Service Tax department brings to the notice of BCPL that a Contractor has not paid to the credit of the Government the Service Tax collected**

from BCPL, then suitable penal action against the Contractor will be initiated which will include putting the contractor on holiday list”.

- 18.10 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, GAIL 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.
- 18.11 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.
- 18.12 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
- 18.13 Bidders are advised to ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.
- 18.14 If CENVAT credit with respect service tax is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse service tax charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such service tax or excise duty together with all penalties and interest if any, against any amounts paid or payable by BCPL to bidder.”
- 18.15 In view of the obligations and restrictions prescribed in respect of Service Tax payable under reverse charge, the following provision will be applicable.

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

19) Bidders if so desire, may seek in writing the reasons for rejection of their bid, to which BCPL respond quickly

20) ORDER OF PRECEDENCE:

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

- i) RFQ Covering Letter.
- ii) Schedule of Rates (SOR)
- ii) Special conditions of contracts (Part B)
- iii) Special conditions of contracts (Part A)
- iv) General conditions of contracts.

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

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

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

Yours faithfully,

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

B J BARMAN

Sr. Officer(Contracts & Procurement)

E-Mail: bhaskar.barman@bcplindia.co.in

Ph no: 0373-2914609/635

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES:-

- **Copy of partnership deed (in case of partnership firm) and power of attorney.**
- **Copy of PAN Card.**
- **Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 35.00 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”.**

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.

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 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm/
Signatory]
Chartered Accountant
Date:

[Signature of Authorized

Name:
Designation:
Seal:
Membership no.

INSTRUCTIONS:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
3. For the purpose of this Tender document, (i) Annual Turnover shall be "Sale value/Operating Income" (ii) Working Capital shall be "Current Assets less Current liabilities" and (iii) Net Worth shall be "Paid up share capital and Free Reserves & Surplus."

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150173/BB

BID DOCUMENT FOR HIRING OF PERIPHERAL & SUPPORT SERVICES FOR BCPL, LEPETKATA AND GUWAHATI OFFICE FOR A PERIOD OF 2 YRS FOR BCPL.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 26/10/2015

Date and time for opening of bids: 15.00 hrs (IST) on 26/10/2015

From:

to:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150173/BB

BID DOCUMENT FOR HIRING OF PERIPHERAL & SUPPORT SERVICES FOR BCPL, LEPETKATA AND GUWAHATI OFFICE FOR A PERIOD OF 2 YRS FOR BCPL.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 26/10/2015

Date and time for opening of bids: 15.00 hrs (IST) on 26/10/2015

From:

to:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150173/BB

BID DOCUMENT FOR HIRING OF PERIPHERAL & SUPPORT SERVICES FOR BCPL, LEPETKATA AND GUWAHATI OFFICE FOR A PERIOD OF 2 YRS FOR BCPL.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 26/10/2015

Date and time for opening of bids: 15.00 hrs (IST) on 26/10/2015

From:

to:

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

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 NIT.	DD REF NO-
02.	SUBMISSION OF DOCUMENTS AS PER EXHIBIT 'A' DULY FILLED & 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	
05.	PARTNERSHIP DEED IN CASE OF PARTNERSHIP FIRM AND ARTICLES OF ASSOCIATION IN CASE OF LIMITED COMPANY.	
06.	VALIDITY OF RATES FOR A PERIOD OF 12 MONTHS FROM THE DATE OF LOA.	
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. 35 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.	
12.	SERVICE TAX RESISTRATION CERTIFICATE.	

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

INSTRUCTIONS TO BIDDERS
(TENDER NO. BCPL/DIB/C&P/SER/20150173/BB)

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A. General

1. Scope of Bid

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

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

Please refer clause 3.0 of RFQ.

4. One Bid per bidder

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

5. Cost of Bidding

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

6. Site Visit

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

6.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

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

7. Service Tax

Service Tax is payable extra on submission of proper cenvatable invoice as per Service Tax Rules.

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Notice Inviting Tender (NIT)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

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

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

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

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

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

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

vi) Copies of documents as required in F-3

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

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

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

x) F 10, Declaration.

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

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

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

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

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

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

xvii) Organization details:

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

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

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

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

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

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

Part-II price Bid

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

13. Bid Prices

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

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

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

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

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

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

13.7 Alternative bids shall not be considered.

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

In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

14. Bid Currencies

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

15. Bid Validity

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

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

16. Bid Security

16.1 Pursuant to Clause-12, the bidder shall furnish, as part of his bid, bid security in the amount specified in NIT.

16.2 The bid security is required to protect BCPL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause- 16.7

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

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

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

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

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

16.7 The bid security may be forfeited:

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

16.8 The Bid security shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at State Bank of India, Dibrugarh. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee).

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

17. Pre-Bid Meeting

Refer Clause no 6 of NIT --**SECTION IA** of tender document.

18. Format and Signing of Bid

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

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

20. E-Payment

Applicable. Vendor has to submit their bank details certified by bank in a format as per Annexure-II, after receipt of order.

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

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

Part II - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

25.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 22, with the outer and inner envelopes additionally marked "modification" or "withdrawal", as appropriate. A withdrawal notice may also be sent by telex or cable, but followed by a signed confirmation copy post marked not later than the deadline for submission of bids.

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

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

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute

their authorized representative to attend the opening. The bidders' representatives, who are present, shall sign a register evidencing their attendance.

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

(c) meets the Bid Evaluation Criteria;

(d) has been properly signed;

(e) is accompanied by the required securities;

(f) is substantially responsive to the requirements of the bidding documents; and

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

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

A material deviation or reservation is one

(a) that affects in any substantial way the scope, quality, or performance of the Works;

(b) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or

(c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

30. Correction of Errors

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

(a) Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(b) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.

(c) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

(d)When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.

30.2 In case it is observed that any bidder has not quoted for any item in the Schedule of Rates , the bid of such a bidder will be rejected after Priced bid opening.

30.3 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

NOT APPLICABLE

35. Compensation for extended stay: NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

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

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

39.2 The successful bidder shall be required to execute an AGREEMENT in the proforma given in Instruction to Bidder (ITB) F-12 of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

40. Contract Performance Security

40.1 Within 30 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 33 of Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

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

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

41. Corrupt or Fraudulent 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 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.

42 Misc.

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

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

43. Errant Bidder

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

44. In case L1 bidder backs out, BCPL reserve the right to re-tender.

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 Marks

Delay in Weeks

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

30	Delay up to 8 weeks
25	Delay up to 10 weeks
20	Delay up to 16 weeks
15	Delay up to 20 weeks
10	Delay up to 24 weeks
0	More than 24 weeks

1.2 QUALITY PERFORMANCE

Marks

40

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

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

1.3 RELIABILITY OF PERFORMANCE

Marks

20

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

SECTION-IIB

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

1-1 Bidder Name:	_____	(Country Code)
1-2 Number of Years in Operation:	_____	
1-3 Address of Registered Office:	_____	

	City_____ District _____	
	State _____ PIN/ZIP_____	
1-4 Operation Address if different from above:	_____	

	City_____ District _____	
	State _____ PIN/ZIP_____	
1-5 Address where order Is to be placed/ issued:	_____	

	City_____ District _____	
	State _____ PIN/ZIP_____	
1-6 Telephone Number:	_____	
	(Country Code) (Area Code)(Telephone Number)	
1-7 E-mail address:	_____	
1-8 Website:	_____	
1-9 Fax Number:	_____	
1-10 ISO Certification, if any	{If yes, please furnish details}	
1-11 Bid Currency	_____	
1-12 Place of dispatch	_____	
1-13 Whether Supplier / Manufacturer Dealer/Trader/Contractor	_____	
1-14 Type of Material Supplies :	_____	

1-15 Banker's Name : _____

1-16 Branch : _____

1-17 Branch Code : _____

1-18 Bank account number : _____

ONLY FOR INDIAN BIDDERS

Excise Registration number
1-19 : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or not : _____

1-27 Present Status of Firm/ Bidder:

Sl. No.	Type of Firm/ Bidder	Yes/No	Name of Owner/Partners/Director
1	Proprietorship		
	LLP		
	Private Limited		
	Public Limited		
	PSU/ Govt. depart.		Not required.
	Any other		

1-28 Bidder must submit relevant document in support viz Copies of Partnership deeds (in case of Partnership /LLP Firm), Affidavit or self declaration on letter head (In case of Proprietorship firm) , Memorandum and Article of Associations & Certificate of Incorporation (in case of Private/Public Limited Company) and certificate from Competent person on their letter head (in case of PSU/Govt. depart.) etc.

Submitted the following documents:

i) _____

ii) _____

iii) _____

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

BID FORM

F2

To,
Dy. General Manager (C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +91 373 2914609/635

Dear Sir,

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

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

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

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

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

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

SEAL AND SIGNATURE
DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

Brahmaputra Cracker and Polymer Limited,
Central Warehouse Building”,
NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**(To be stamped in accordance with the Stamp Act)****Ref.:**-----**Bank Guarantee No.:**-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per

Power of Attorney No.

Date: _____

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:
 Bidder)
 Date:

Yours faithfully,
 (Signature of Authorized Signatory of

Name:
 Designation:
 Seal:

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

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:
Bidder)
Date:

(Signature of Authorized Signatory of

Name:
Designation:
Seal:

BIDDER'S QUERIES FOR PRE BID MEETING

To,
 Dy. General Manager (C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam (India)
 Phone: +91 373 291461

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

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

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

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

SEAL AND SIGNATURE OF BIDDER

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

To:

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

Dear Sirs,

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

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

1. We _____ hereby undertake and agree with you that if default shall be made by M/s ---- in performing any of the terms and conditions of the tender or in payment of any money payable to Brahmaputra Cracker & Polymer Limited, we shall on demand pay to you in such manner as you may direct the said amount of Rupees----- only or such portion thereof not exceeding the said sum as you may from time to time require.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on your under the contract with the said -----and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said -----which under law relating to the sureties would but for provision have the effect of releasing us.
3. Your right to recover the said sum of Rs----- (Rupees -----) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s ----- and/or that any dispute or disputes are pending before any officer, tribunal or court.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the save said but shall in all respects and for all purpose be binding and

operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto-----If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.
6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated ----- granted to him by the Bank.

Yours faithfully,

Bank
By its
Constituted Attorney

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

DECLARATION

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

Dear Sir,

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

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

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

Place:
Bidder]
Date :

[Signature of Authorized Signatory of

Name:
Designation:
Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

SENIOR OFFICER (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMIN. BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914609 / 2914635

SUBJECT: HIRING OF PERIPHERAL & SUPPORT SERVICES FOR BCPL, LEPETKATA AND GUWAHATI OFFICE FOR A PERIOD OF 2 YRS FOR BCPL.

Dear Sir,

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

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

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

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

B) Details of Contact person:

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

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

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

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

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

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

the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. and

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

on behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED (NAME OF THE CONTRACTOR)

Date :_____

Place:_____

Date :_____

Place:_____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1 . _____

2. _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

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

Clauses confirmed hereunder should not be repeated in the Bid.

SI. No.		Description	Bidder's Confirmation
1		It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2		Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3		Confirm that the offer shall remain valid for acceptance up to 04 (Four) months from Final Bid Due Date /Date of Opening of Bids	
4		Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5		Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).	
6		Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	
7		Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
8		Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	
	a	Bid Security No. & Date	
	b	Value & validity	
	c	Name & address of Bank Issuing Bid Security	
9		Provide PAN number.	
10		Provide Service Tax Registration number.	
11		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
13		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
14		Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
15		Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
16		Confirmed that all terms and conditions of the tender are	

		acceptable in totality	
17		Confirm that the prices are quoted as per clause 13.0 of ITB.	
18		Bidder's name and address	
19		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
20		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
21		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
22		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	Iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
23		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Format-A	
24		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
25		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
26		SOR has been signed & filled up as quoted exactly in the same format of RFQ	
27		All items of each SOR has been quoted	
28		Confirmation of compliance for Period of Contract: Period of contract shall be 02 (Two) years from the date of commencement of job. BCPL reserves the right to extend the Period of contract at the same prices, terms and conditions at its sole discretion.	

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

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

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

(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To
Brahmaputra Cracker and Polymer Limited
Lepetkata , Dibrugarh-786006

Dear Sir,

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

It is confirmed that against tender No: _____
dated.....2013 for

....."name of
job/supply) , M/s.....(Name of the
Bank with address) confirms availability of line of credit to
M/s.....(Name of the bidder) for at least an amount of
Rs.....Lakh.

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

Yours truly

For.....

(Authorized signatory)

Name of the signatory :

Designation :

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

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

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

Dear Madam/ Sir,

This is to confirm that I, Shri/ Smt./ Ms.

(Name of vendor/contractor) have Savings /Current a/c No

with _____ (Name of the Bank)
at _____ (Branch Name and Address), whose code
no is

(Branch Code) and IFSC code is _____ (IFSC Code)

to which payments can be released through NEFT/RTGS by M/s BCPL.

Thanking You,

Yours truly,

(Signature of vendor/contractor)

Name: _____

Address: _____

CERTIFICATE FROM BANK

This is to certify that Savings Account No. _____ is maintained by
Shri/ Smt /Ms. _____ (Name of
vendor/contractor)

with _____ (Name of the
Bank), _____ (Branch Name and
Address), _____ (Branch Code), _____ (IFSC Code), to which
payments can be

Released through NEFT/RTGS by M/s BCPL

(Signature with Seal of Bank)

Branch Manager/ Authorised Signatory

ANNEXURE-I

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

SR NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No
		YES	NO	
1.	Have you enclosed the duly certified by Statutory Auditor the Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.			
2	Have you enclosed the duly certified by Chartered Accountant “ ANNEXURE-A1 ” towards details of financial capability of bidder.			
3	Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker’s Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of “BCPL.” Payable at Dibrugarh.			
4	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
5	Have you enclosed No deviation form, duly filled signed & stamped.			
6	Have you enclosed complete tender duly signed & stamped.			
7	Have you enclosed Copy of PAN card			
8	Do you confirm that you will submit the cenvatable invoice if you get order.			
9	Have you submitted Corrigendum /Pre-bid queries			
10	Confirm if the following are submitted			
	Confirmation that the contents of the tender document bid document has not been modified or altered. In case it is found that the tender document has			

	been modified /altered by bidder , the bid submitted by us shall be liable for rejection (In case of downloading from website).			
11	Confirm that the following document is submitted depending on bidder's nature of firm: 1. Copies of partnership deed(in case of partnership/LLP firm) 2. Affidavit or self declaration on letter head (in case of Proprietorship firm) 3. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) 4. Certification from competent person on their letter head (in case of PSU/Govt. Department) 5. Documentary evidence towards MSME .			

FORMAT - 15 (A)

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

SUB:

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

- | | | | |
|----|--------------------------|---|--------|
| a. | Micro Enterprise | - | [] |
| b. | Small Enterprise | - | [] |
| c. | Medium Enterprise | - | [] |

(Please put a tick in the appropriate box)

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

Place

:

Date:

Signature of Authorized Signatory

Name:

Designation:

Seal:

Note: In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in

Offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.

SPECIAL CONDITIONS OF THE CONTRACT
PART-A

NAME OF WORK: HIRING OF PERIPHERAL & SUPPORT SERVICES FOR BCPL, LEPETKATA AND GUWAHATI OFFICE FOR A PERIOD OF 2 YRS FOR BCPL.

TENDER NO: BCPL/DIB/C&P/SER/20150173/BB

1.0 GENERAL:

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 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 and BCPL-Guwahati.

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:

As per SCC Part-B

6.0 EARNEST MONEY (If any):

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 5%) and issue necessary certificate to this effect.

8.0 SERVICE TAX:

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.

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @ 7.5% of contract value has to be deposited within 30(Thirty) 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: NOT APPLICABLE

11.0 MEASUREMENT OF WORK:

- 11.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.
- 11.2 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.

12.0 DEFECT LIABILITY PERIOD:

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

13.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

14.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

15.0 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.

16.0 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.

17.0 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.

18.00 SCHEDULE OF RATES:

- 18.1 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.
- 18.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

19.00 TERMINATION OF CONTRACT:

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

20.00 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 15 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.

21.00 SUPERVISION OF WORK:

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

22.00 CLEARANCE OF SITE:

- 22.1 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.
- 22.2 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.
- 22.3 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.

23. ADHERENCE TO SAFETY REGULATIONS:

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

24.00 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.

25.00 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.

26.0 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.

27.0 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.

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

- a. The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
 - b. The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 28.1 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. The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 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.
- 28.6 All personnel deployed by the contractor should be on the rolls of the contractor.
- 28.7 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.

- 28.8 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.
- 28.9 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.
- 28.10 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.
- 28.11 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.
- 28.12 All existing and amended safety / fire rules of BCPL are to be followed within the BCPL plant or service center.
- 28.13 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.
- 28.14 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.
- 28.15 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 28.16 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 28.17 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.
- 28.18 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 28.19 All types of transport connected with the work shall be in the scope of the contractor.
- 28.20 Suitable site office space may be provided by , BCPL if required and available.
- 28.21 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 28.22 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.

- 28.23 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 28.24 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.
- 28.25 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.

29 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.

30 ARBITRATION CLAUSE:

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.6 The venue of arbitration shall be Guwahati.

- 30.7 The award of the Arbitrator shall be final and binding on both the parties.
- 30.8 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.

31 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.

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

- 32.1 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.
- 32.2 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.
- 32.3 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.
- 32.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.

33 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

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

34.0 SUB LETTING OF WORK:

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

35.00 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”.

36.0 PF REGISTRATION (if applicable):

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.

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

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

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

40.0 PRICE REDUCTION SCHEDULE:AS PER GCC CLAUSE NO-27

SPECIAL CONDITION OF CONTRACT (PART-B)

HIRING OF PERIPHERAL & SUPPORT SERVICES FOR BCPL, LEPETKATA AND GUWAHATI OFFICE FOR A PERIOD OF 2 YRS FOR BCPL.

1 GENERAL:

- 1.1. Special conditions of contract shall be read in conjunction with the general conditions of contract, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 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, then unless a different intention appears, the provision(s) of the special conditions of contract shall be deemed to override the provision(s) of general conditions of contract only to the extent that such repugnancies of variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.
- 1.3. The intending tenderer shall be deemed to have visited the site and gone through the general conditions of contract (GCC). Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.
- 1.4. The work executed shall be to the satisfaction of Engineer In-Charge/ OWNER and contract rates shall include any Incidental and Contingent works charges so as to compete the work in all respect in prompt, efficient and workman like manner.

2 DEFINITIONS:

- 2.1 The expression 'Vendor / Contractor' shall mean the bidder selected by the employer for the execution of the subject work and shall include the successors and permitted assigns of the vendor.
- 2.2 The 'Engineer-in-Charge' means the Engineer-In-charge' of **BCPL** for this project and shall include any person acting as in charge on his/her behalf.
- 2.3 'Authorized Representative' shall mean any Officer/Supervisor/consultant/staff of **BCPL** authorized by the Head of Department.
- 2.4 Where any portion of the general conditions of contract is repugnant to or at variance with any provision of special conditions of contract, the provision of Special Conditions of contract shall be deemed to over ride the provisions of general conditions of contract and shall to the extent of such repugnancy of variation prevail.

3 LOCATIONS:

- 3.1 The services are required to be carried out **BCPL Project Site, Lepetkata & Guwahati** and/or other operational locations surrounding Lepetkata & Guwahati.

- 3.2 The services will be provided based on the organizational requirement as assessed and identified from time to time.

4 TERMINATIONS:

- 4.1 No additional charges, other than the quoted rates and applicable taxes, shall be paid to the contractor during the contract period except statutory variation in service tax during the contract period. The rate of contract will be for a period of two years & **BCPL** reserves the right to **terminate** the Contract either in part or in full without assigning any reason thereof. Engineer – In-Charge shall in such an event give thirty (30) days notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.
- 4.2 Contractor shall in no case lease/transfer/sublet/appoint caretaker for services and the personnel to be deployed for carrying out the contractual job.
- 4.3 No other person except Contractor's authorized representative shall be allowed to enter **BCPL** premises. Contractor shall also not entertain any outsider or extend any service beyond **BCPL**/ premises.
- 4.4 Within the **BCPL** premises, the Contractor's personnel shall not do any private work other than their normal duties. In case the deployed contract labour of the Contractor is absent for more than continuous three days in a month, the replacement should be provided. The attendance and leave record of the contract labour deployed by the contractor shall be maintained by the designated supervisor of the Contractor whose contact details like mobile phone no, office address shall be communicated by the contractor to Engineer In-charge of the Contract. The Supervisor should visit the **BCPL** premises regularly to attend to the contractual obligations and interact with the personnel deployed by the Contractor. It is the sole responsibility of the supervisor to manage the workforce of contractor deployed in the contract e.g. the monthly attendance, leave details, Identity cards, police verification of contract labourer etc.
- 4.5 Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep **BCPL** indemnified against all loses, damages and claims arising thereof.
- 4.6 The personnel engaged by Contractor shall be subject to security check by the CISF/BCPL security staff while entering/leaving the premises.
- 4.7 Contractor shall have to submit police verification of all the personnel to be deployed in **BCPL**.
- 4.8 Contractor shall be solely responsible for payment of wages/remuneration including allowances to his/its personnel that might become applicable under any new act or order of Government. **BCPL** shall have no liability whatsoever in this regard.
- 4.9 Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his/its staff.

- 4.10 Lists of persons employed by Contractor for the subject work mentioning qualifications, experience and residential address shall be submitted to **BCPL**. In case of any change, the same shall be informed to **BCPL** from time to time. The Contractor must get the police verification of its entire contract labourer deployed in **BCPL** premises.
- 4.11 **BCPL** reserves the right to obtain Contractor's services on holidays as well as beyond the specified working hours, by giving prior notice of one day.

5 PRICES BASIS:

- 5.1 The quoted rate shall be firm and valid till the complete execution of the order. No escalation on what-so-ever account shall be paid under this contract. However, reimbursement/refund for variation in rate due to increase/decrease in the minimum wages of labourers shall be payable as per the following clause.

Reimbursement/Refund on Variation in Price:

- For the purpose of this Contract the minimum wages of unskilled, semi-skilled and skilled labour on the date of submission of the tender shall be taken. If on account of any legislation, notification, or award, the minimum wages and/or DA of **highly skilled, skilled, semi-skilled** labour including **secretarial** services (Graduate and Non-Graduate) etc. are increased beyond the wage structure defined at **Annexure - A**, at any time or times after the date of submission of the tender, the Contractor has to pay the increased wages. Thereafter, the rate per person per day of service will be increased in order to compensate the differences on submission of duly supported documents by the contractor. Further, "The wages will be revised as and when the revision is effected by Central Govt. from time to time if rate surpasses the amount given in Annexure-A. Percentage increase in notified minimum wages of Govt. will be taken as percentage increase in the existing rate of wages and fixed accordingly
 - The contractor shall within 30 days of becoming aware of any revision in wages shall inform in writing to BCPL stating that the same is given pursuant to this condition together with all information relating there-to, which he may be in a position to supply.
- 5.2 All charges such as wages and other statutory payments admissible to the Contract laborers, as defined in Annexure-A, should be considered while quoting the service charge.
- 5.3 In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take into their account this liability while quoting service charges. BCPL will have no responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor.
- 5.4 The rates should be quoted in the schedule of rates as enclosed.
- 5.5 Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.

- 5.6 Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax to be charged.
- 5.7 The services not provided during the month against each category shall be recovered proportionately on pro-rata basis for particular category from the monthly bills of the contractor.
- 5.8 The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the Terms & Conditions of the Bid Documents.
- 5.9 **Contract Period:** The Contract period shall be **valid** for TWO years from the date of issue of LOI/LOA. The period of contract may be extended on the same terms and conditions as per requirement of BCPL.

BCPL can increase or decrease the manpower during the contract period based on same terms and conditions.

6 TIMES FOR START AND MOBLISATION:

After award of work, **BCPL** shall give 7 days period for initial mobilization. Contractor/Agency shall ensure mobilization within the given time with the manpower required for smooth execution of job as specified by **BCPL** and no mobilization advance shall be paid. In case the bidder is not able to mobilize within the time specified above, a penalty @Rs 5000/- per day shall be raised on the bidder.

7. COMPLIANCE WITH STATUTORY REGULATIONS:

- 7.1 The contractor/Agency shall have its own staff for the contractual jobs. The Contractor/Agency shall be responsible for strict compliances of all statutory provisions of the relevant labour laws applicable from time to time. If due to any reason whatsoever **BCPL** is made liable to meet any obligation under any of the said laws and enactments etc. for any reason whatsoever, the same shall be recovered from the security deposit of the contractor lying with **BCPL** or from the bills payable to him.
- 7.2 The contractors shall have a separate PF-Account Code No. allotted by RPFC (Regional Provident Fund Commissioner) and ensure the extension of PF EDLI & EPS benefits to its employees engaged by him for execution of this contract, as provided under Employees Provident Fund & Miscellaneous Provision Act-1952, and the schemes framed there under. The contractor shall have an ESI code and ensure coverage of all its workmen.
- II. Contractor must have ESIC Registration in its name. Wherever, ESIC is not available, the same shall be governed by "Workmen's Compensation Act, 1923" for which bidder must obtain a suitable Employees Compensation Insurance Policy. The premium amount against Employees' Compensation Policy shall be reimbursed to the Bidder by BCPL. However, the estimated contribution against ESIC shall not be paid in case of non applicability of ESI Act.

- 7.3 The Contractor shall comply with provision of the Payment of Wages Act- 1936, the Minimum Wages Act 1948, the Employees **Provident** Fund & Misc. Provision Act-1952, the ESI Act-1948, the Employees Liability Act-1938, the Employee's compensation Act-2010, the ID Act-1947, the maternity Benefit Act 1961, the **Contract labour (Regulation & Abolition) Act 1970**, or any modification thereof or any other law relating to rules made there under from time to time.
- 7.4 The Contractor shall make payments of wages to his employees on or before the specified dates as per the relevant law, in presence of an authorized representative of **BCPL**. The Contractor will be required to comply with all statutory provisions contained in Labour Legislations in general and Contract Labour (R&A) Act, 1970; Minimum Wages Act, 1948 and Payment of Wages Act, 1936 in particular and amended from time to time.
- 7.6 The Contractor shall issue wage slip to each personnel deployed as per format given under The **Contract Labour (Regulation & Abolition) Central Rules, 1971**.
- 7.7 The Contractor will obtain a license under CL(R&A) Act, 1970 and submit a copy to EIC within 15 days of start of work.
- 7.8 Contractor shall not deploy any personnel below the Age of 18 years in any day during the tenure of contract.

8 PENALTY CLAUSES:

- 8.1 Contractor has to submit a valid PF Code no. , computerized ESI card and valid labour license (if applicable) within a maximum time period of THREE months from the date of LOA failing which a penalty of Rs.10000/- shall be deducted from the service charges of the contractor per month ONWARDS apart from penalty as per provisions of the statutory legislations.
- 8.2 If the timely payment is not made to the Contract workmen by 7th of each month, Rs.5000/- per day shall be deducted from the services charges of the Contractor.
- 8.3 Contractor has to submit proper PF challan containing names of each of the Contract workmen along with reimbursement schedule or else BCPL is not liable to release the payment to the contractor.

9 INCORPORATION CLAUSES:

BCPL can incorporate any condition, which is not envisaged here at the time of agreement which can be of sole interest/advantages to **BCPL**

Interpretation of terms and conditions of the document as confirmed by **BCPL** shall be final and binding on the contractor/agency.

10 RESOLUTION OF DISPUTES/ARBITRATION

- 10.1 All dispute, controversy, or claim between the parties which can not be mutually resolved within a reasonable time shall be referred to arbitration by Sole Arbitrator. The owner (**Brahmaputra Cracker and Polymer Ltd.**) shall suggest a panel of three independent and

distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator. In the event of failure of the bidder to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by bidder shall stand forfeited and the OWNER (**BCPL**) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of owner on the appointment of the sole arbitrator shall be final and binding. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be (State), India. Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this agreement is subject to the exclusive jurisdiction of the court situated in **Dibrugarh**. Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976”

11 PAYMENT TERMS:

The contractor has to submit RA bills on monthly basis before 07th of the month, enclosing therein the attendance details, wage sheet, the requisite employees wise PF deposition details (duty verified/certified) and summary of the bill, to the Engineer-in-Charge of the Contract.

11.1. Contractor has to submit the following documents to Executive-In-Charge as per the schedule given below:

- i) Copy of wage register latest by 10th of every month showing disbursement in the presence of authorized representative of **BCPL** with certification (rule 73 of Contract Labour (R&A) & Central Rules 1971 monthly.
- ii) Copy of PF challan along with statement of contract labour with breakup of contribution by 26th of every month.
- iii) Half yearly return under Contract Labour (R&A) Act 1970 within 30 days from close of half year.
- iv) Copy of Labour License.
- v) Statement of disbursement of annual bonus/ex gratia.
- vi) ESI challan,
- vii) Annual /Half yearly return of PF & ESI respectively.
- viii) PL encashment details etc.
- ix) Copy of Employee Insurance Policy
- x) Copy of Group Medical Insurance Policy

Invoices are to be raised in accordance with various provisions under service tax rules as **BCPL** is intended to avail benefits under various statutes in force.

The payment shall be processed within 15 days of placement of the bill. Necessary statutory levies such as TDS will be affected as per the rules existing and in vogue then and there. PAN of the vendor also may be intimated along with 1st invoice.

11.2 In case of award of work, the bidder has to give details of their bank account to facilitate payment through e-banking on him.

12 SERVICE TAX / REVERSE CHARGES:

The Quoted Rates should be inclusive of all taxes and duties but excluding Service Tax and Education Cess thereon. The bidder is required to mention the applicable rate of Service Tax and cess thereon as on the final due date of bid submission. Service Tax and Cess thereon shall be paid as per the rate mentioned by the bidder in their offer on submission of documentary evidence/invoice(s) as per rule 4 of service tax rule. In the event of statutory variation on account of service tax and cess thereon within the contract period (except on account of variation in the turnover of contractor), the same shall be paid by BCPL. The bidder shall mention the amount and rate of Service Tax, if applicable, in the price bid separately and clearly. If the same is not mentioned in the price bid, the quoted price shall be deemed to include the applicable Service Tax (as on the date of bid submission).

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). The service provider shall submit proper invoice as required under the Service Tax Law. At present Rule 4 A of service tax Rules provides the relevant provisions for issuance of proper invoice by the service providers. In case any other particulars of BCPL as receiver of services are required to be mentioned, if any, under Service Tax Law and / or/ CENVAT Credit Rules, on the date of providing of Services to BCPL, the same shall also be mentioned on the invoice.

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

- The name, address and registration number of the service provider
- The name and address of the recipient of the taxable service
- Description, classification and value of taxable service provided and
- The service tax payable on such services

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

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

The rate of service tax as stipulated in offer/schedule of rates shall be considered as the prevailing present rate on the due date of submission of the bid and same shall be considered for price comparison as well as for ordering. Any error of judgment on part of the bidder in identifying the present applicable rate shall not be admitted by owner. The present rate of service tax as indicated by the bidders shall be considered as the maximum payable by owner in the event no statutory

variations take place and any remainder/balance service tax, if payable, beyond that indicated rates shall be borne by the bidder.

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

Applicable Service Tax/Reverse Charge is to be stated by the bidder in Section -6 Schedule of Rates. Contractor shall indicate total applicable service tax amount payable under the contract in the Section 6 (Schedule of Rates). However, if the services fall under the list of services defined in reverse charge mechanism, then the liability of deposition of service tax to the tax authority by the Contractor and the Owner shall be dealt in accordance with Notifications issued by Government of India from time to time.

Please note that responsibility of payment of Service tax lies with service provider only.

The bidder shall furnish copy of service tax registration along with the offer wherever service tax is applicable. Alternatively, bidder shall furnish the same within one month from the date of issue of Letter of Award or along with first Invoice. In case service tax is applicable for the tendered work, contractor shall claim the service tax indicating rate of abatement/deduction allowed as per service tax act in the first invoice itself. Invoices are to be raised as per rule 4 A of service tax rules

In case of statutory variation in service tax/statutory variation in service tax, should be raised subsequent months from the date of issue of Govt. Notification for payment of differential service Tax. In case such claim is not raised within specified period of two months, claim shall not be entertained for payment of arrear.

13. SECURITY DEPOSIT:

13.1 Within 15 days of the receipt of the notification of award / fax of intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Article 24 of General Conditions of the contract in the form provided in the bidding documents. The contract performance security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the contract.

The contract performance security for an amount equal to 7.5% of the annualized value of the contract towards faithful performance of the contractual obligations and performance of equipment. This bank guarantee/DD/Letter of credit shall be from Any Indian scheduled bank or a branch of an international bank situated in India and registered with reserve bank of India as scheduled foreign bank. However in case of bank guarantees from banks other than the nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs. 100 crores and the declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Article 24 of General Conditions of the Contract.

- 13.2 Security deposit will be forfeited in case of termination of contract due to poor performance by the contractor.

14 NUISANCES:

- 14.1 The Contractor shall not at any time do cause or permit any nuisance in area of work in **BCPL, Lepetkata and Guwahati** or do anything which shall cause unnecessary disturbance or inconvenience to owners and **BCPL** officials or tenants or occupants of other properties near the works area and to the public in general. The Contractor shall deal with all labour union(s) and labour dept. should the labour/workers/cleaners individually or collectively stage an obstruction other nuisance in front of **BCPL** colony.
- 14.2 Further **BCPL** may take action of restricting the entry of Contractor and its employees from indulging in public nuisance, violent activity causing damages to **BCPL**'s person or property.
- 14.3 The Contractor in addition bear all cost of keeping law and order situation under control.

15 OTHER CONDITIONS:

- 15.1 The Contractor shall obtain all necessary insurance policy covering all risks such as accidents, injuries, death caused to his employees or labourers or to third person including loss to the properties of owner/**BCPL** or to some other agency. The contractor shall submit the proof that he has purchased an insurance policy as mentioned above.
- 15.2 The contractor shall not employ or permit to be employed any persons suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees/workers through a Govt. doctor/ Registered practitioner and produce the fitness certificate before deployment, if asked for.
- 15.3 The contractor has to comply and adhere with the fire prevention/ protection, safety rules, regulations and policies of the Company.
- 15.4 No employee or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the office premises. If found under the influence of above, the contractor shall have to change/replace him failing which **BCPL** may terminate the contract.
- 15.5 The contractor hereby agrees to indemnify owner/**BCPL** and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority/statutory authorities against any act or acts of the contractor or his workers.
- 15.6 The contractor should get the police verification of the character and antecedents of workers to be deployed done, by him from the place of present residence/domicile. In case any worker is found having criminal record, he shall have to be immediately replaced immediately without assigning any reasons.
- 15.7 Contractor shall not sub-let or assigns any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd. Company, Proprietorship firm etc. without the prior written permission of **BCPL**. In case the contractor sub lets or assigns the contract in part or whole without the prior written permission of **BCPL** and any claim preferred by any firm/individual to **BCPL** 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**

- 15.8 On the absence of deputed manpower, the contractor has to provide substitute manpower as a replacement of the same.
- 15.9 Contractor have to maintain separate register for attendance, leave, wages and penalty (if any). The same have to be submitted with RA bills to HR Department, BCPL on 2nd working day of every month.

16. FORCE MAJEURE:

- 16.1 In the event of either party being rendered unable by Force Majeure to perform any obligation as required under this contract, the relative obligation of the party affected by such force majeure shall, after notice under this article be suspended for the period during which such cause lasts. The term “Force Majeure” as employed herein shall mean acts of God, wars (declared or undeclared), riots or civil commotion, fires, floods and notices, acts and regulations of the Government of India or State Government of any of statutory agencies. Upon the occurrences of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby shall notify the other party in writing immediately but not later than twenty four (12) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. During the period, the obligations of the parties are suspended by force majeure; the Contractor shall not be entitled to payment at any rate. In the event of force majeure conditions continuing or reasonably expected to continue for a period more than fifteen (15) days, **BCPL** shall have the option of terminating the contract agreement by giving seven (7) days notice thereof to the Contractor. If this agreement is so terminated, both parties shall pay to the other party, the amount payable upto the date of occurrence of such force majeure.

Scope of Work

1. The scope of work includes providing manpower services at various work points of **BRAHMAPUTRA CRACKER AND POLYMER LIMITED (BCPL)**, including its registered office in Guwahati. The services will be provided based on the organizational requirement as assessed and identified from time to time.
2. The Contractor/Agency shall provide the following services:
 - (i) Secretarial Service
 - (ii) Office Management
 - (iii) Documentation & Filing of papers
 - (iv) Record Keeping
 - (v) Reception Management
 - (vi) Messenger Service
 - (vii) Drive facilities
3. The personnel providing Support & DEO Services should have command over both written and spoken English and should be a Graduate and conversant with the operation of Computers/Lap Top.
4. The personnel providing Internal Peripheral services should have minimum qualification of matriculation.

SCOPE OF WORK

Broadly the scope of work of these services are included but not limited into the following groups:

Sl. No.	Service Required	Competency	Details of work
1	Secretarial Staff	Graduate (Highly Skilled)	1. Expert Secretarial Service
			2. Office Management
			3. Tele – Calling/Talking in English/Hindi
			4. Record Keeping, Recording Minutes of Meeting & Documentation
			5. Coordination & Arrangement of Meetings
			6. Computer work in MS Office, Excel & PowerPoint
			7. Sorting/Distribution/Delivery/Record keeping of internal Dak/Files
			8. Computer typing/drafting
			9. Courier related jobs
			10. Any other related day-to-day jobs as assigned for smooth functioning of the office
2	Data Entry Operator (DEO)	Graduate (Semi - Skilled)	1. Management of internal dak
			2. Record Keeping & Proper documentation
			3. Secretarial assistance
			4. Computer typing/drafting
			5. Computer work in MS Office, Excel & PowerPoint
			6. Office management
			7. Tele – Calling/Talking in English/Hindi
			8. Courier related jobs
			9. Any other related day-to-day jobs as assigned for smooth functioning of the office
3	Data Entry Operator (DEO)	Under-graduate (10+2 passed) (Skilled)	1. Management of internal dak
			2. Record Keeping & Proper documentation
			3. Computer typing/drafting
			4. Computer work in MS Office, Excel & PowerPoint
			5. Office management
			6. Courier related jobs
			7. Any other related day-to-day jobs as assigned for smooth functioning of the office
4	Driver	Posses with minimum 3 years old professional valid driving license	1. Driving of LMV
5	Peripheral Service	Unskilled (Matriculation)	1. Peripheral assistance & attending service
			2. Dak distribution
			3. Attending day-to-day miscellaneous jobs in the

			designated area
			4. Internal/External delivery of Dak/documents etc.
			5. Services of official meetings/occasions
			6. Caretaking of company's accommodation
			7. Any other related day-to-day jobs as assigned for smooth functioning of the office

Details of Monthly Wages, Perks, Benefits & Other statutory payments admissible for Office Support Services.

Sl. No.	Particulars/ Estimate	Secretaria l Staff	DEO (Graduate)	DEO (Under- Graduate)	Driver	Peripheral Service Staff
		(Average wages considering yearly increases)	(Average wages considering yearly increases)	(Average wages considering yearly increases)	(Average wages considering yearly increases)	(Average wages considering yearly increases)
1	Basic	13819	9698	8073	9698	6942
2	PF@12% of basic wages	1658	1164	969	1164	833
3	EDLI charges.@1.61 % of basic wages	222	156	130	156	112
4	ESI@4.75% of gross wages	656	461	383	461	330
5	Bonus /Ex-Gratia @8.33% of basic wages	1151	808	672	808	578
6	Privilege Leave Amount @1.25 days of basic wages	576	404	336	404	289
7	Group Personal Accident Insurance for a sum of Rs. 2 lakhs per Person.	35	35	35	35	35
	Total payable for services	18118	12725	10599	12725	9119
	Months	24	24	24	24	24
	Units	2	30	2	1	15
A	Total payable for services in two year	869668	9162345	508755	305412	3282865
	Extra duty per unit per month	1000	1000	1000	1000	1000
	No. of extra duty	2	30	2	1	15
	Month	24	24	24	24	24

B	Total for extra duty in a year	48000	720000	48000	24000	360000
	Grand Total (in 2 years) ‘ A+B ‘	917668	9882345	556755	329412	3642865

- The personnel providing Support & DEO Services should have command over both written and spoken English and should be a Graduate and conversant with the operation of Computers/Lap Top.
- The personnel providing Peripheral services should have minimum qualification of matriculation.
- The contractor is required to pay monthly wages/ benefits for support, DEO and peripheral services as per details given below :

Sl. No.	Particulars/ Estimate	Secretarial Staff	DEO (Graduate)	DEO (Under-Graduate)	Driver	Peripheral Service Staff
		(Average wages considering yearly increases)	(Average wages considering yearly increases)	(Average wages considering yearly increases)	(Average wages considering yearly increases)	(Average wages considering yearly increases)
1	Basic	13819	9698	8073	9698	6942
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7	Group Personal Accident Insurance for a sum of Rs. 2 lakhs per Person.	35	35	35	35	35
	Total payable for services	18118	12725	10599	12725	9119

*Service Tax as applicable is payable and the Contractor is required to quote the service charge only.

8. The Contractor/Agency shall quote service charges for the services provided.
9. The contractor is required to provide manpower as required by BCPL, as per the direction of EIC for deployment at BCPL, Lepetkata & Dibrugarh.

GENERAL CONDITIONS OF CONTRACT

(ATTACHED SEPARATELY)

PREAMBLE TO SCHEDULE OF RATES

- 1) The Contract shall be for complete scope of services as described in Bidding Document, based on the unit rates and prices submitted by the Bidder and accepted by the EMPLOYER.
- 2) Prices must be filled in format for “Schedule of Rates” available and any variation in item description, unit or quantity is noticed; the bid is liable to be rejected.
- 3) Bidder shall quote rates only in Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under “Schedule of Rates” but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.
- 4) All duties and taxes including Excise duty, Sales tax, VAT, Entry tax, Custom duty, CVD, additional CVD, Work Contract tax, Turnover Tax and other levies or any other statutory payments payable under the Contract or for any other cause by the Contractor except Service Tax and Cess shall be included in the rates / in total bid price submitted by the bidder. Bidders are required to mention Service Tax extra in SOR
- 5) Item wise rates for SOR Items should be quoted including all taxes & duties (including WCT if any as per applicable rules) except Service tax.
- 6) Bidders are advised not to mention rebate/discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any rebate / discount, they should include the same in the item rate(s) itself under the "SCHEDULE OF RATES (SOR)" and indicate the discounted unit rate(s) only. In the un-priced bid, bidder must mention as “QUOTED” in the SOR.
- 7) In case, it is observed that any of the bidder(s) has/have mentioned discount/rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the discount/ rebate offered by the bidder shall be considered for award of work and the same will be conclusive and binding on the bidder.

**UNPRICED SOR (BIDDER NEED TO MENTION
'QUOTED' IN UNPRICED SOR)**

SCHEDULE OF RATE

To: (Name and Address of OWNER)

Date:

Gentlemen,

Having examined the Conditions of Contract and Specifications including Addenda Nos.(Insert Numbers) the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and delivery (Description of Goods and Services) in conformity with the said Drawings, Conditions of Contract and specifications for the same.

We undertake, if our bid is accepted, to complete entire work as specified in the Contract within 01 years. If our bid is accepted we will obtain the guarantee of a Bank in accordance with special condition of the contract for the due performance of the Contract.

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

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

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

Dated this Day of 200

Signature

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SCHEDULE OF RATES

Sl No.	Item Description	Per month charge in percentage (%)	Per month percentage (%)charge in Words
1	Bidder to quote per month service charges towards rendering the services as defined in the Annexure-A of Special conditions of contracts (SCC) of the tender document to be valid during the currency of contract.		

Note:

Service tax shall be payable extra at actual against documentary evidence. However indicate the prevailing rate of service tax ==%.

Bidder's signature :

Seal :

**PRICED SOR
(BIDDER NEED TO QUOTE PRICE IN PRICED
SOR)**

SCHEDULE OF RATE

To: (Name and Address of OWNER)

Date:

Gentlemen,

Having examined the Conditions of Contract and Specifications including Addenda Nos.(Insert Numbers) the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and delivery (Description of Goods and Services) in conformity with the said Drawings, Conditions of Contract and specifications for the same.

We undertake, if our bid is accepted, to complete entire work as specified in the Contract within 01 years. If our bid is accepted we will obtain the guarantee of a Bank in accordance with special condition of the contract for the due performance of the Contract.

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1	Bidder to quote per month service charges towards rendering the services as defined in the Annexure-A of Special conditions of contracts (SCC) of the tender document to be valid during the currency of contract.		

Note:

Service tax shall be payable extra at actual against documentary evidence. However indicate the prevailing rate of service tax ==%.

Bidder's signature :

Seal