



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20130147/AS

Date: 12.03.2014

To,

BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR REPAIR AND MAINTENENECE OF MOTORS AND MAINTENENECE OF LIGHTING SYSTEM FOR BOUNDARY/WATCH TOWERS/PWH/WORKSHOP ETC AT BCPL, LEPETKATA FOR A PERIOD OF ONE YEAR.

LIMITED DOMESTIC COMPETITIVE BIDDING

Prepared & Issued By
OFFICE OF THE DY. GENERAL MANAGER (C&P)
M/s. Brahma Putra Cracker & Polymer Ltd.
"Central Warehouse", Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel#+91-373-2914609

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

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd. stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under two bid system for Annual Maintenance Contract for Repair and Maintenance of Motors and Maintenance of Lighting System for Boundary/Watch towers/PWH/workshop etc at BCPL, Lepetkata for a period of One year and extendable for further period of 3 months or part thereof 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/20130147/ AS
1.2.3	Bid documents available on Website & BCPL office	From 17.00hrs on 12/03/2014 on www.bcplonline.co.in and www.gaintenders.in & CPP portal
1.2.3	Delivery schedule	REFER SPECIAL CONDITION OF CONTRACT-PART B of SECTION III of tender
1.2.4	Pre-Bid Meeting	20/03/2014 on 15.00 hrs (IST)
1.2.5	Last date and time for Submission of bid	01/04/2014 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un-priced bid at BCPL, Lepetkata	01/04/2014 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days
1.2.7	Place of submission of bid	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, CENTRAL WARE HOUSE, C&P DEPARTMENT P.O. - BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	Rs 1,60,000/- (Rupees One lakh Sixty thousand Only)
	Tender Fees (non-refundable)	Not Applicable in this tender
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance .There is no exemption Security Deposit to Micro and Small Enterprises (MSME) and SSI units registered with NSIC under single point registration scheme and PSU/Govt Departments.
1.2.10	Venue for Opening of Un-priced bids	OFFICE OF THE DY. GENERAL MANAGER (C&P) BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMIN. BUILDING, C&P DEPARTMENT P.O. - LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	AVANTI SHARMA E-mail: avanti@bcplindia.co.in Ph. No. +91-373-2914635

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

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

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

- i) EMD/Bid security.
- ii) Power of Attorney.

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

2) EARNEST MONEY DEPOSIT/BID SECURITY

[Refer clause no. 5 of RFQ of Tender Document]

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

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

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

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

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

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

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

3) BID EVALUATION CRITERIA (BEC):

3.1 Technical BEC:

- a) Bidder must be a Class A/Class I Electrical contractor and must be having valid license for Electrical Class A/Class I contractor ship. Copy of valid license duly certified/ attested by Chartered Engineer and Notary Public with legible stamp must be submitted along with Technical Bid.
- b) Bidder should have executed at least one single work order for a value not less than 41.8 lacs towards rewinding and repair of motors.

OR

Bidder should have executed at least one work order for rewinding and repairing of LT motors having minimum rating of 110 KW, 440 Volt and at least one single work order of electrical maintenance/electrical construction work not less than 41.8 lacs in preceding seven years to be reckoned from final due date of bid opening.

- c) For running similar service contracts, if the actual executed value is equal to or more than the value indicated above as on un-priced bid opening date, the same shall also be considered as meeting the single order value criteria.
- d) Bidder must submit the following documents in support of meeting the experience criteria during the preceding 07 years as detailed above
 - i) Copies of Work Order /Service orders issued by client duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.
 - ii) Completion/Execution Certificate in respect of work/service order mentioned above. The completion certificate /Client Certificate must clearly indicate Full address of Client, officer issuing certificate
 - iii) End user certificate towards carrying out repair and rewinding of motors of minimum 110 KW, 440 V or above range along with other relevant documents as at (i) and (ii) to fulfill BEC criteria as per Clause 2.4.1(b)

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

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

- i) Copy of work order along with SOR issued by main contractor.
- ii) Copies of Completion Certificates from the end User/ Owner and also from the main contractor. The Completion Certificates shall have details like work order no. /date, brief scope of work, ordered & executed value of the job, completion date etc.
 - i. However, Bids of Joint Venture/Consortium not acceptable.
 - ii. 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.

All documents furnished by the bidders in compliance of Technical BEC shall necessary be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

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

3.2 Financial BEC:

- a) The annual turnover of the bidder should be minimum Rs 41.8 Lacs in any of the preceding three financial years (FY 2010-11, 2011-12 & 2012-13).

- b) The Financial Net Worth of the bidder should be positive as per the last Audited Financial Statement i.e. FY 2012-13.
- c) The bidder should have minimum working capital of Rs 8.3 lacs as per the last audited financial year i.e. FY 2012-13. 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, conforming the availability of line of credit to meet the above specified working capital requirement.

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 (Format A) duly signed and stamped by a chartered accountant. Further copy of audited annual financial statements submitted in bid shall be duly certified/attested by notary public with legible stamp.

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

4) EARNEST MONEY DEPOSIT / BID SECURITY:

Rs 1, 60,000/-. 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 & SSI are exempted from payment of EMD.
The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.
- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids will not be considered/opened.
- The format of Bank Guarantee for earnest money should be as per 'Format-4' of Instruction to bidders - SECTION IIB.

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

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

submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.

6) SERVICE TAX: -

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable.
- Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.
- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 12.36%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.
- The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

7) PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.
- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir

Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

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

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

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

- c) If against an order placed by BCPL ,successful bidder(s)(other than Micro/Small Enterprise)is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No ,Address, Contact No. details of material & value of procurement made, etc of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- d) Implementation of above provision is at the discretion of BCPL.

8) 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.

9) PERIOD OF CONTRACT

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

10) VALIDITY PERIOD OF OFFER:

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

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

12) GENERAL

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

13) TERMS OF PAYMENT:

As per SCC

14) PRICE REDUCTION SCHEDULE: As per GCC.

15) FIXED PRICE:

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

16) JURISDICTION OF COURT:

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

17) ARBITRATION:

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

18) FORCE MAJEURE:

Shall mean and be limited to the following:

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

The SELLER shall advise OWNER by a registered letter duly certified by the local Chambers of Commerce or Statutory Authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force majeure, OWNER reserves the right to cancel the order and provisions governing termination shall apply. For delays arising out of Force majeure, the SELLER

shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor SELLER shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. SELLER shall categorically

specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, the SELLER or the OWNER shall not be liable for delay in performing their obligations under this order and the delivery dates will be extended to the SELLER without being subject to price reduction for delayed deliveries, stated elsewhere.

19) REJECTION CRITERIA:

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

- i) Firm Price
- ii) EMD
- 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.

20) ORDER OF PRECEDENCE:

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

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

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

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

Consignee Address:

Office of the Dy. General Manager (C&P)
Central Ware House Building
Brahmaputra Cracker and Polymer Limited,
PO: Lepetkata,
District - Dibrugarh, Assam, India PIN - 786006
Tel-0373-2914611/609

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

Yours faithfully,

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

Avanti Sharma
Sr. Officer (Contracts & Procurement)
E-Mail: avanti@bcplindia.co.in
Ph no: 0373-2914635

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20130147/AS

ITEM: BID DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT FOR REPAIR AND MAINTENENECE OF MOTORS AND MAINTENENECE OF LIGHTING SYSTEM FOR BOUNDARY/WATCH TOWERS/PWH/WORKSHOP ETC AT BCPL, LEPETKATA FOR A PERIOD OF ONE YEAR.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 01/04/2014

Date and time for opening of bids: 15.00 hrs (IST) on 01/04/2014

From:

to:

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

CUT-OUT SLIP

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

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

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40. Contract Performance Security
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42. Misc.

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

Please Refer Clause No 6 of RFQ

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

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

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

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

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

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

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

vi) Copies of documents as required in F-3

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

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

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

x) F 10, formats for BEC evaluation

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

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

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

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

13.7 Alternative bids shall not be considered.

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

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

14. Bid Currencies

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

15. Bid Validity

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

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

16. Bid Security

16.1 Pursuant to Clause-12, the bidder shall furnish, as part of his bid, bid security in the amount specified in Request of Quotation (RFQ).

16.2 The bid security is required to protect BCPL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause- 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 9 of RFQ --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

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

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

Part II - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

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

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

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

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

A material deviation or reservation is one

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

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

30. Correction of Errors

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

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

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

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

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

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

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

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

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

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

40. Contract Performance Security

40.1 Within 15 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause no 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

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

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

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

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

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

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

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

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

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

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

42 Misc.

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

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

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

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

1-1 Bidder Name: _____

(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

1-19 Excise Registration number : _____

1-20 Excise Range : _____

1-21 Excise Division : _____

1-22 Excise Collectorate : _____

1-23 Local ST No. : _____

1-24 CST No. : _____

1-25 PAN No. : _____

1-26 Whether SSI Registrant Or not : _____

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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

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):

Power of Attorney No.

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

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:

Date:

Yours faithfully,

(Signature of Authorized Signatory of Bidder)

Name:

Designation:

Seal:

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

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:

(Signature of Authorized Signatory of Bidder)

Date:

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.	Page	Clause No.	Subject		

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

SIGNATURE OF BIDDER: _____ NAME OF BIDDER : _____

PRESENT COMMITMENTS OF THE BIDDER

Full Postal Address and phone nos of Client & Name of Officer-in-Charge	Description of the Work	Date of Commenceme nt of Work	Schedule d 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 BIDDE

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

To:

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

Dear Sirs,

M/s _____ have been awarded the work of _____ for Brahmaputra Cracker & Polymer Limited, Dibrugarh - 786006, Assam. The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default. The said-----has approached us and at their request and in consideration of the premises we having our office at ----- have agreed to give such guarantee as hereinafter mentioned.

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

Yours faithfully,

 Bank
 By its Constituted Attorney

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

DECLARATION

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

Dear Sir,

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

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

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

Place:

Date :

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

"CENTRAL WAREHOUSE BUILDING", P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN - 786006

FAX: 0373 - 2914611 / 2914609

SUBJECT:

Dear Sir,

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

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

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

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

B) Details of Contact person:

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

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

Reasons for non-submission of bid :

Agency's Name : _____

Signature : _____

Name : _____

Designation : _____

Date : _____

Seal/Stamp : _____

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

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

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

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

on behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED

(NAME OF THE CONTRACTOR)

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1 . _____

2. _____

2. _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s .

Offer Ref .

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

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

13		Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
14		Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
15		Confirmed that all terms and conditions of the tender are acceptable in totality	
16		Confirm that the prices are quoted as per clause 13.0 of ITB.	
17		Bidder's name and address	
18		Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
19		Confirm acceptance of Terms of Payment as specified in the Bid Document.	
20		Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'.	
21		Confirm acceptance in totality of the Terms & Conditions contained in:	
	I	Instructions to Bidders	
	ii	General Conditions of Contract (GCC)	
	Iii	Special Conditions of Contract (SCC)	
	Iv	Scope of Work	
	v	All other commercial documents/attachments of Bid Document	
22		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Annexure-A	
23		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	

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 :

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/:
Chartered Accountant
Date:

[Signature of Authorized Signatory]

Name:
Designation:
Seal:
Membership no.

INSTRUCTIONS:

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

ANNEXURE-I

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

SL 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	Proof of annual turnover as per BEC. Duly Certified by Chartered Engineer and Notary Public. Have you enclosed Annexure-A			
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 .			

SPECIAL CONDITIONS OF CONTRACT [SCC]**SCC: Part -A**

JOB: ANNUAL MAINTENANCE CONTRACT FOR REPAIR AND MAINTENENECE OF MOTORS AND MAINTENENECE OF LIGHTING SYSTEM FOR BOUNDARY/WATCH TOWERS/PWH/WORKSHOP ETC AT BCPL, LEPETKATA FOR A PERIOD OF ONE YEAR.

TENDER NO: BCPL/DIB/C&P/SER/20130147/AS

1.0 GENERAL:

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

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

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

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

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

2.0 LOCATION:

Refer SCC-Part B of SECTION III

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

The Time of Completion/Period of Contract shall be as per Special Conditions of Contract (SCC) **Part-B**. The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

5.0 TERMS OF PAYMENT:

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

6.0 EARNEST MONEY:

The bidder must deposit the earnest money as given in the letter/notice inviting tenders failing which the tender is liable to be rejected. Earnest Money can be paid by way of Demand Draft drawn on any

Scheduled/Nationalized Bank in favor of “**M/s. Brahmaputra Cracker & Polymer Limited**” payable at **DIBRUGARH, ASSAM.**

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

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

7.0 INCOME TAX/SALES TAX/WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

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

9.0 SECURITY DEPOSIT:

9.1 Security deposit @ 7.5% of Annualized Contract Value(7.5% of total contract value if the period is less than 1 year) has to be deposited within 10 (ten) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.

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

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

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

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

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

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

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

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

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

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

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

12.0 MEASUREMENT OF WORK:

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

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

13.0 DEFECT LIABILITY PERIOD:

The defect liability period shall be as per “SCC-Part B”

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

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

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

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.0 SCHEDULE OF RATES:

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

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

21.0 COMPENSATION FOR DELAY:

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

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

22.0 TERMINATION OF CONTRACT:

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

23.0 CONTRACT AGREEMENT:

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

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

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

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

25.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.0 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

31.0 ARBITRATION CLAUSE:

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

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

31.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

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

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

31.6 The venue of arbitration shall be Guwahati.

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

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

32.0 JURISDICTION:

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

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

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

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

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

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

34.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

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

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

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

35.0 SUB LETTING OF WORK:

No contractor shall sub let 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 sub lets 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.

36.0 AFFIDAVIT:

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

37. Other Guidelines for adherence to various labour legislations towards the contract

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

- L) The Vendor shall take care of the health insurance of all their employees and workmen deputed for this work.
- M) The party will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.

COMPLIANCE TO STATUTORY AND LEGAL REGULATIONS.

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

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

SPECIAL CONDITIONS OF CONTRACT (Part B)

INTRODUCTION:

BCPL(Brahmaputra Crackers & Polymer Ltd.,Lepetkata) is situated at Lepetkata village in Dibrugarh district of Assam State and the nearest Railway Station is Dibrugarh which is around 14 km distance from BCPL,Lepetkata. This Unit is an upcoming Petrochemical Project engaged in the production of LLDPE / HDPE / PPU from natural gas which is being transported through the underground pipeline from Duliajan & Lakuwa. BCPL is only Gas cracker in North East India and which is the dream project for North Eastern Region. BCPL, Lepetkata Unit has captive generation of power through one Steam Turbine Generator of 15.31 MW Unit & two gas turbines of 22.47 MW each. It has approximately 1100 Nos. of motors of wide range sizes and types, small and big including HT and LT motors. Highest rating of motor installed in this plant is 8 MW Extruder Motor. Since this plant handles and processes highly inflammable and sensitive organic chemicals, the nature of equipments varies from simple to highly complex. Total plant is divided into three major unit's i.e. Upstream (Gas Sweetening Unit and Ethylene Cracker Unit), Downstream Unit (LLDPE/HDPE & PPU) and another is Integrated Off-site Plants(CPP/DM/Air/Nitrogen plant/Raw water/ETP).

a) SITE LOCATION

- Nearest Airport and Distance : Dibrugarh / 30 Km.
- Railway station and Distance : Dibrugarh/14 Km.
- Highway and Distance : NH-37/0 Km.
- Important Town and Distance : Dibrugarh/ 14 Km.

b) SITE CONDITION

The offered AMC shall be utilized for trouble free operation of lighting circuits and repair and maintenance of process Motors at the site for which details are as given below.

- c) The contractor shall be familiar to work for Repair and Maintenance of motors **AND** Street/ Boundary lighting/office lighting system, etc. at BCPL,Lepetkata
- d) The contract at BCPL shall be executed by single party only.
- e) In PRE-BID session, all participants should understand all terms/conditions/ scope of works and other statutory requirement and penalty clauses before submitting their offer.

2. BIDDERS TO CONFIRM

2.1) Bidders should carefully study the contract documents completely and clarify their doubts **before** quoting and filing the tenders. Later on, **no relaxation** or extra charges shall be permitted or payable for insufficient knowledge or misunderstanding. Therefore, tenderers should visit the site and get themselves acquainted with the operating system, size of the plant, location of equipment's etc. and quote accordingly.

2.2) Tenderers shall quote for each and every item, failing which BCPL reserves the right to summarily reject their tender without assigning any reason thereof.

2.3) Tenderers shall satisfy himself as regard to all the conditions of contract, Schedule of Rates contained herein and the General Conditions of Contract of BCPL.

- 2.4) Bidders must possess valid Class-A Electrical Contractor License issued by Assam Government/Central government and such license shall remain valid throughout the period of contract.
- 2.5) Bidder shall submit attested copy of valid "A" Class Electrical Contractor License along with the technical part of the bid document (Un priced bid).
- 2.6) BCPL shall reserve the right to accept or reject any or all the Tenders without assigning any reasons thereof.
- 2.7) Wherever it is mentioned that Contractor shall perform / provide or do certain works, it should be understood that the Contractor shall do so at his own cost and the Value of Contract shall be deemed to have included cost of such performance and provisions as mentioned.
- 2.8) The job under this contract shall not be sublet or sub-contracted to another party without the prior written permission of EIC.
- 2.9) The Contractor shall make his own arrangements for transportation and accommodation of his personnel during the period of the contract.
- 2.10) All the quantities of items given in the Schedule of Rates are indicative only and may increase or decrease depending on the actual requirement / failure rates
- 2.11) The Contractor shall make its own necessary arrangements for the transportation and accommodation at Lepetkata/ Dibrugarh for its persons deployed for the service of this contract so that they can attend the complaint at any time even in odd hours. The Contractor should have 24 hour telephone facility at their residence for contacting and making it practicable to attend the complaints at the earliest. Our motto is to make zero breakdowns for motor & lighting failure.
- 2.12) In case the company considers presence of any persons, engaged by the Contractor for execution of this service contract, undesirable for security and other reasons (misbehavior or cause of any nuisance), the Contractor shall be required to take immediate appropriate necessary action for removal of such persons from site.
- 2.13) The contractor shall have to provide safety gears such as one Helmet, one pair of Safety Shoe, two sets of Cotton shirts & trousers etc to each of his employees at his own cost every year. No personnel shall be allowed on duty without wearing all safety gears. If contractor fails to provide safety gears, then BCPL shall provide all these items and shall deduct cost of such items from the running bill of the contractor. However, safety equipments shall be provided by BCPL Contractor shall be responsible for accounting the same.
- 2.14) The Contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of any acts of its personnel, if any, deployed by him.
- 2.15) Contractor shall have to attend the complaints about motors/lightings as and when required, which shall be intimated by the EIC / Site-In-Charge of BCPL. All such complaints received shall have to be properly recorded in a register kept for such purpose, to be maintained by the Contractor.
- 2.16) The Contractor shall be solely responsible for making his own arrangements for removing of scraps, wastes etc., resulting from the execution of jobs, to the place indicated by EIC.
- 2.17) The Contractor shall ensure regular and effective supervision and controls of the personnel deployed by him and give suitable directions/ instructions for each and every job so as to make them understand and keep them aware of the contractual obligations and seriousness of the job. The contractor has to arrange training program for their workers time to time to mitigate the skill gap in their respective jobs and on electrical safety.

- 2.18) Rates quoted under this tender shall be firm and valid for the contract period and no price Escalation shall be permissible for any reason whatsoever, after award of contract. The contract shall sine die on the last day of contract otherwise further extended after review & performance of contract.
- 2.19) Only those tender, who fulfill all the required conditions, shall be acceptable. Any attempt for canvassing shall debar the offer, resulting into summarily rejection.
- 2.20) The area of work shall be within the premises of BCPL.
- 2.21) Loss / Damage: Contractor shall be responsible for all Acts of their workers and loss or damage caused on this account BCPL's property or to any third party in any form shall be chargeable to Contractor's account. All materials issued to the Contractor by the owner shall be preserved against deterioration while Under Contractor's custody any damage / losses suffered on account of non-compliance with the requirement stipulated herein, shall be considered as losses suffered due to willful negligence on part of the Contractor and he shall be liable to compensate BCPL for the losses suffered at penal rates to be determined by the Engineer-In-Charge with reference to the rates charged for the purpose of recovery and shall be final and binding on the Contractor.
- 2.22) The contractor has to provide original PF challan paper with each RA bill for bill processing. Again at the time of Annual return submission in the fag end of FY will be returned to contractor for submission of Form-3A, 6A, 23 etc.
- 2.23) At the end of FY Contractor has to submit Form-3A & 6A as per payment disbursed wage sheet by 30th April of every year. In case of failure total PF amount will be deducted from RA bill and after submission of document same will be disbursed to the party.
- 2.24) All the Job shall be carried out in safe manner. Workers engaged in unsafe work shall be removed immediately. Contractor shall comply with all applicable safety laws and he should be conversant with all statutory labour laws and regulations prevailing during the contract and ensure to comply with the same and shall keep the BCPL harmless and indemnified against any action brought against it for any violation and non-compliance of any act etc. Contractor should be registered with labor commissioner and such details to be submitted to BCPL at contractor's own cost. Failure to comply with statutory regulations would result in quantifiable deduction from running bill and / or cancellation of contract.
- 2.25) Contractor shall be responsible for all acts of their personnel and loss and damage caused to BCPL's property or to third party in any form due to any act or negligence of his personnel shall be chargeable to their account. If any liability is thrust upon BCPL which is attributable to contractor staff, it will be charged to contractor's account or recovered from contractor's bill.
- 2.26) The value of work under this contract shall be as per attached Schedule of Quantities. Actual work may vary to any extent plus or minus to the attached Schedule of rate. Minimum value of work is not guaranteed.
- 2.27) The rates quoted by the contractor in accordance with schedule of quantities / rates shall be inclusive of all taxes, duties and other monitory expenditure incurred by contractor.
- 2.28) The contractor shall deploy competent and suitable personnel for carrying out jobs as required under the contract. Contractor shall provide their staff with the appropriate tools / tackles and other resources required for proper execution of the job.
- 2.29) The terms and conditions mutually agreed upon with respect of this agreement shall be subject to force majeure. Neither the contractor nor the company shall be considered in the performance of its obligations hereunder if such performance is prevented or delayed because of epidemic, accidents, fire, wind, and flood or because of any law & order proclamation, regulation of ordinance of government or act of God should one or both parties be prevented from fulfilling their contractual obligations by state of

force majeure lasting continuously for a period of one week, the two parties should consult each other regarding future implication of contract.

2.30

.1) Motor Maintenance/Repairing/Rewinding shall be carried out by qualified and experienced teams to be deputed by the Contractor as per requirement.

2.30.2) The contractual firm shall have to maintain minimum indicative manpower along with one supervisor for Motor Maintenance/Repairing/Rewinding jobs.

2.30.3) The contractor should deploy manpower as per SOR against repair & maintenance of HM / street/boundary/building lighting etc.

2.30.4 Payment of wages to deputed contract employees.

2.30.4.1 Contractor has to disburse the wages to their employees including supervisor on or before 10th of each month. Contractor shall ensure that all their employees have account in Bank. Contractor has to submit a proof of payment to all his employees along with the RA bill of next month. In case of failure to do so, penalty will be imposed as per Clause no.16.1.2.

2.30.4.2. The contractor has to provide original PF challan paper along with each RA bill for bill processing.

2.30.4.3 At the end of FY, Contractor has to submit Form-3A & 6A as per payment disbursed wage sheet by 30th April of every year. In case of failure, equivalent total PF amount will be deducted from RA bill.

2.30.4.4. The contractual firm has to maintain following registers during contract running period ([Contract Labour \(Regulation & Abolition\) Act](#))

(1) FORM VI-A [See rule 25(2) (viii)] Notice of Commencement/Completion of Clerical Work

(2) FORM XIII [See rule 75] Register of workmen employed by contractor

(3) FORM XIV (See rule 76) Employment Card

(4) [FORM XIX [See rule 78 (1)(b)] Wage Slip

(5) FORM XVI ¹[See rule 78(1) (a) (i)] Muster Roll

(6) FORM XVII [See rule 78(1) (a) (i)] Register of Wages

(7) FORM XVIII (Contract Labour (Regulation & Abolition) Central Rules [See Rule 78(1) (a) (i)]
Form of Register of Wages-cum-Muster Roll

(8) FORM XX [See rule 78(1)(a)(i)] Register of Deductions for Damage or Loss

(9) [FORM XXI [See rule 78 (1)(a)(ii)] Register of fines

(10) FORM XXII ¹[See rule 78 (1) (a)(ii)] Register of Advances

(11) FORM XXIV [See Rule (1)] Return to be sent the Contractor to the Licensing Off

SCOPE OF WORK:

FOR MOTORS:

In reference to motor maintenance SOR covers all types of motors, such as Ex 'n', Ex'd', Ex 'e' of Indian and imported makes, LT / HT and AC/DC motors and shifting of motors from one site to another (i.e. different units of BCPL) Overhauling, Maintenance, Rewinding, of motors etc. at BCPL, Lepetkata. The execution of the work may entail working at the sites and under all weather conditions and no extra rate shall be payable on that account. The Contractor may have to carry out maintenance jobs on round the clock basis as per requirements and the Contractor is deemed to have taken this aspect into consideration. No extra claim/ overtime shall be paid on this account. All the maintenance jobs shall have to be carried out inside the work site except under special circumstances in which case prior permission of Engineer-In-Charge shall be necessary.

3.1.1 LIFTING AND SHIFTING (LT/ HT) MOTORS

3.1.1.1) Party shall deploy experienced riggers and semi-skilled persons within the premises of BCPL, Lepetkata to take up two jobs simultaneously for removing LT / HT motors from their locations and shifting to the workshop at BCPL, Lepetkata or another site and to place back at its location after necessary job as handed over by the Site-In-Charge. This includes Connection, disconnection of the motors but not include decoupling and alignment of the equipment. Fixing of the equipment on its foundation is included in the contractor's scope.

3.1.1.2) In addition to the general tools, lifting tools and tackles, slings, D-Shackles, tripods, chain, Pulley blocks (5T & 10T) etc. but not limited to these shall be in the scope of the Contractor. However, Hydra / Crane / Battery Trolley / Hand Trolley / Tractor-Trolley shall be supplied by BCPL, free of charge as per requirement, which is to be decided by the Site-In-Charge/EIC.

3.1.1.3) Contractor shall lift the motor within 4 hours of intimation from site to workshop or to other specified place. However, for the equipments which are placed at odd locations, 8 hours time period shall be given to the Contractor for lifting of motor etc.

3.1.1.4) During lifting/ shifting the contractor should ensure that the safety of the equipment and of the personnel involved. Contractor should bear the responsibility of any loss to equipment or personnel arising due to the same.

3.1.2 MOTOR OVERHAULING (LT/ HT MOTORS)

3.1.2.1) After shifting the motors to the Electrical Workshop this shall first be inspected by the Site-In-Charge of BCPL or his representative and after diagnosing the problems the same shall be handed over to the Contractor for overhauling which shall include cleaning / replacement of bearings and coupling, cleaning of motor, cooling ducts / tubes, fans, winding, varnishing of winding and reassembling. Stipulated time period shall start from the date and time of handing over the motor to the Contractor. This period shall also include the replacement of defective parts, if any, however supply of materials as copper wire, varnish, epoxy gel, thinners, hardeners, araldite etc which are mentioned in SOR shall be in the scope of the Contractor. During removal of bearing/ coupling requires heating, oxygen/DA ISI marked cylinders are to be provided by the contractor with NRV installed in the cylinders and handle torch. In case the vendor is not being maintained heating systems for executing the above mentioned running jobs, BCPL will be maintained as per SOR no 3 and 4 and the same amount shall be recovered from maintenance SOR RA BILL.

3.1.2.2) After boxing up of overhauled / repaired motors, Contractor has to arrange for no-load and load trials of the motors, in the presence of BCPL engineer, for satisfactory performance. Motor Testing skid with no load testing facility shall be provided by BCPL in the workshop free of charge, however if required testing may be carried out at site also by the contractor for which no extra claim shall be payable to the Contractor.

3.1.2.3 All the parameters before and after overhauling like resistance of winding, inductance of winding, phase-phase insulation, phase to earth insulation, phase currents on no-load and load etc. but not limited to these shall be recorded properly in the format to be provided by contractor with his measuring instruments at his own cost. Such instruments shall be timely calibrated and inspected by Govt. department

As per statutory requirement.

3.1.2.4) Any defect which may remain unnoticed during trial run after repair has to be made good by the Contractor at the risk and cost of the Contractor.

3.1.2.5) All the tools, tackles, bearing pullers etc and other arrangements required for motor over hauling, blowers etc. shall be in the scope of the Contractor. However, special tools like non-sparking tools, hydraulic pullers, etc, if required shall be provided by BCPL on the basis of job on daily returnable grounds.

3.1.2.6) The job of overhauling of motor may be done at BCPL workshop or at the site/ location of the motor itself, as decided by the EIC.

3.1.2.7) If necessary, Contractor shall also carryout repairs of motor shaft, end cover, footing of motor etc. after having prior approval of EIC. The cost of such job shall be decided on the basis of the manpower and labour / machining involved. EIC's decision in this regard shall be final and binding.

3.1.3 MOTOR MAINTENANCE

3.1.3.1) The job includes cleaning of motor, push button station, cooling ducts / tubes, fans etc. checking and tightening of all electrical connections including neutral terminals, earthing terminals, other nut bolts etc. wherever required and all other works related to overhauling of motor. Maintenance shall be carried out after removing the Non-Drive End Side Fan Cover and fan from the shaft and tightness of bearing cups bolts shall be checked and all other bolts shall be checked for tightness including earthing bolts and replacement of damage or missing parts such as nut / bolts / hardware shall be in the scope of Contractor.

3.1.3.2) All the manpower and other arrangements for motor maintenance shall be arranged by the Contractor at his own cost.

3.1.3.3) Contactor shall keep date wise record of all the motors maintained by the Contractor and all the records shall be daily submitted to the EIC for verification. All stationery required to keep such records shall be borne by the Contractor free of cost.

3.1.3.4) All the motor data like IR value, fuse rating, no load current ,load current, relay setting etc. shall be checked and recorded after the maintenance of motor. This document should be available at site anytime.

3.1.3.5) All the equipments repaired or maintained by the Contractor shall be jointly checked by the representatives of BCPL and Contractor and the cost of any additional damage to the motor or any other equipment connected with the motor shall be recovered from the Contractor.

3.1.4 MOTOR REWINDING

3.1.4.1 Contractor has to provide all the rewinding facilities inside the premises of BCPL, Lepetkata. For any special job, which is to be done outside, the Contractor shall have to take prior approval of the EIC.

3.1.4.2 All the materials supplied by the Contractor for rewinding shall be of reputed makes and qualities as given under the materials supply SOR Clause of Special Conditions of Contract named `Recommended

Makes of Winding Materials` and for any deviation of the material, the Contractor shall obtain the written approval of the EIC prior to rewinding of any burnt motor.

3.1.4.3 Specification and approved make of materials shall be in the scope of Contractor.

i) Copper winding wire for only polyester cased /super enameled copper A/E/B/F class insulation wire of ESS ELL/ Devi Dayal / Atlas make shall be used.

- ii) Varnish (F-50, EL1A FD) Dr Beck,
- iii) Epoxy Gel Coat Dr.Beck,
- iv) Thinners (234,221,205) Dr Beck,
- v) Hardeners (EH 411) Dr. Beck,
- vi) Nomex Paper (Eurotherm or equivalent),
- vi) Polyester paper (Eurotherm or equivalent)
- vii) Glass Paper (Eurotherm or equivalent),
- viii) Cotton Tape (Any reputed make),
- ix) Glass Tape (Any reputed make),
- x) High Temperature Glass Sleeve (Any reputed make)
- xi) Copper Lead for insulation (Any reputed make) Etc.

3.1.4.4 All scrap winding material removed from the burnt motors shall be the sole, property of the BCPL including the winding material supplied against SOR. Scrap shall be deposited in designated BCPL's store at Lepetkata by the contractor.

3.1.4.5 Winding of any burnt motor shall not be removed by burning with direct flame. All care shall be taken to prevent any damage to the stator / rotor slots. The slots shall be properly cleaned with non-metallic tools.

3.1.4.6 The form of the winding, the manner and other technical details such as number of turns, pitch etc. shall be exactly identical to that of the original motor and shall be recorded in the Performa to be supplied by BCPL.

3.1.4.7 The coil connections shall be made by brazing using Indian Oxygen make brazing wires. Tinning shall not be permitted for coil connections. However, for small motors soldering of higher grades of tin may be carried out but with the prior approval of the EIC/ Site-In-Charge. The leads of the coils shall be brought out to the terminal box correctly marked by Letters / Number ferrules, which includes, supply of flexible copper glass coated leads, Letters/ Number ferrules etc., but not limited to these, by the Contractor without any extra cost. Contractor has to keep his own soldering iron, solder wire of high quality & solder cream etc. The brazing job including material is in the scope of contractor.

3.1.5 REPAIRING JOBS ALONG WITH SUPPLY OF MATERIALS AS PER SOR CLAUSE NO- 8 AS AND WHEN REQUIRED BASIS

(i) Supply & fixing of magnetic wedges, glass fibber" wedges in HT motor

(ii) Supply & fabrication of gear OR spring shaft made of steel EN-24

(iii) Recasting of cover, cooling fan, TB Box, impeller with CI

(iv) Supply & fixing of oil seal, mechanical seal of reputed makes of Dewatering /STP

(v) All works shall be carried out inside the plant i.e. BCPL, Lepetkata. In special cases, where Motors are required to be taken out for Recasting / repair /rewinding, transportation charges shall be borne by the Contractor for to and fro transportation of burnt and rewound motors. Any damage during transportation shall be made good by the Contractor.

(vi) For smooth operation of the plant, any emergent spares / consumables like bearing etc. other than SOR items required shall be procured by the Contractor as directed by EIC. The Contractor shall be paid 5% over and above the purchase price of such item on presentation of bills from the authorized dealers.

(vii) Any job to be carried out outside BCPL premises such as recasting of fabrication of shaft, end cover; Junction Boxes, rotor rewinding, Repair of DG starter etc. should have prior approval of EIC. Contractor shall inform EIC the details of party through which BCPL job shall be carried out.

(viii) All other materials as specified elsewhere in the tender document shall be supplied by the Contractor at his own cost.

(ix) Contractor shall have to keep the minimum tools and tackles but not limited to those as per list provided at below clause no. 3.1.7 of this Special Conditions of Contract. However, special tools like Non-Sparking Tools etc. shall be supplied by BCPL.

(x) Replacement of damaged or missing hardware / parts found during maintenance /Overhauling / rewinding etc. shall be in the scope of Contractor.

(xi) All the supply items like bearing, winding wire, leak proof battery, capacitor fan motor, insulation material & other required items are to be purchased from approved vendor as per instruction of EIC and original bill with gate pass challan is to be submitted with RA bill for processing.

3.1.6 TIME STIPULATION

3.1.6.1 Stipulated time period for carrying out various motor maintenance activities shall be strictly adhered to by the Contractor as per Clause No: 3.1.6.2 named `Table for Time Stipulation` failing which penalty Clause No: 16 shall be imposed.

3.1.6.2 Table for Time Stipulation.

ACTIVITY			
Sr. No.	Rating of motor	Time period for Overhauling	Time period for Motor Rewinding
1	Motors up to 18.5KW	2 days	3 days
2	Motors above 18.5KW up to 55KW	2 days	5 days
3	Motors above 55KW up to 90KW	2 days	6 days
4	Motors above 90KW up to 125 KW	3 days	8 days
5	Motors Above 125 KW	3 days	8 days

3.1.7 MINIMUM TOOLS & TACKLES TO BE KEPT BY CONTRACTOR AT BCPL, Lepetkata

Contractor shall keep minimum of the following standard quality set of tools and tackles at the site of BCPL, Lepetkata for executing jobs at a minimum of two sites simultaneously.

Sr. No.	DESCRIPTION	Unit	Qty
1	INSULATION TESTER 500V (Megger)	EA	2
2	Bench vice	EA	1
3	MULTIMETERS (M/s Fluke make)	EA	2
4	TONG TESTERS (M/s Fluke make)	EA	2
5	ALLEN KEY SETS IN MM (Make:-Taparia)	EA	2
6	ALLEN KEY SETS IN INCH (Make:-Taparia)	EA	2
7	PIPE WRENCH 12" (Make:-Taparia)	EA	2

8	PIPE WRENCH 24" (Make:-Taparia)	EA	2
9	OPEN OR D-SPANNER set (Make:-Taparia)	SET	2
10	RING SPANNER set (Make:-Taparia)	SET	2
11	BOX RATCHET SPANNER set (Make:-Taparia)	SET	2
12	SCREW DRIVERS SET 4" TO 12" (Make:-Taparia)	SET	2
13	SCREW DRIVERS SET 4" TO 12" STAR TYPE (Make:-Taparia)	SET	2
14	SCREW DRIVERS SET 18" (Make:-Taparia)	EA	4
15	CUTTING PLIERS (Make:-Taparia)	EA	4
16	Insulated Combination Pliers (Make:-Taparia)	EA	4
17	NOSE PLIERS (Make:-Taparia)	EA	2
18	L" TYPE CIRCLIP PLIERS (Make:-Taparia)	EA	4
19	OUTER TYPE CIRCLIP PLIERS (Make:-Taparia)	EA	4
20	ADJUSTABLE WRENCH 12" (Make:-Taparia)	EA	2
21	CRIMPING TOOLS 2.5 SQ.MM TO 35 SQ.MM (Make:-JAINSION)	EA	2
22	CHAIN PULLEY BLOCKS 2.0 TONNE WITH TEST CERTIFICATE	EA	2
23	CHAIN PULLEY BLOCKS 5.0 TONNE WITH TEST CERTIFICATE	EA	2
24	CHAIN PULLEY BLOCKS 10.0 TONNE WITH TEST CERTIFICATE	EA	2
25	Slings 5.0 TONNE WITH TEST CERTIFICATE	EA	4
25	D Shackles WITH TEST CERTIFICATE	EA	4
26	File Set (Big) (Make:-Taparia)	EA	1
27	Needle File set (Make:-Taparia)	EA	1
28	Screw Driver(928,926,931,9281,PI864200,OGS1250,907,871) Make-Taparia	EA	9

As per above mentioned tools and tackles list the contractor have to be provided as per mentioned sets and these are to be maintained as a common tools for motor maintenance group. Any other tools and tackles are required for executing the AMC jobs the contractor must be provided on free of cost basis.

NOTE: Above equipment's should be available all the time throughout the contract. Meter Calibration Certificate shall be submitted by the Contractor. All the Instruments adequately re-calibrated after expiry date of certificate.

3.2 FOR LIGHTING:

3.2.1 Replacement of incandescent lamps HPMV lamps /HPSV lamps / Fluorescent tubes, of various ratings or any of its part / accessories of complete fitting of industrial, increased safety, FLP or decorative type lighting fixtures up to all the heights available in the plant. This includes removing, re-fixing, disconnection and connection of complete fitting or part thereof for its repair / maintenance and fault finding etc.

3.2.2 Cleaning of all types of lighting fixtures including reflectors / diffusers / lamps protective glass covers / wire guards etc., repair of switch, socket, MCBs, all type of junction boxes, fuse boxes, replacement of fuse / fuse base /fuse carrier etc.

3.2.3 Fault finding and repair of lighting / power circuits including repair/ replacement of sockets, MCBs, all types of junction boxes, fuse boxes, replacement of fuse / fuse base / fuse carriers of various types of ratings.

3.2.4 Fault finding and repair of PVC wiring of size 1.5 to 10 sq mm in concealed or surface conduit including earthing if required, termination, connection in the light fitting, LDBs etc.

3.2.5 Maintenance of the lighting panels / power panels having TPN isolator as incomer and MCBs of 6/10/16/32/63 Ampere for outgoing feeders, MDBs, LDBs of various ratings, Flameproof / increased safety junction boxes.

3.2.6 Replacing / removing burnt wires / cables, cable lugs overheated terminations, burnt terminal blocks, of all sizes re glanding of existing cable wherever required after cutting and removing the burnt out connections etc. this is applicable to all lighting and power circuits or its part coming under the scope of the contractor.

3.2.7 Rectification of faults in LDBs (SPN/TPN) of all ratings including tightening of all connections, including cleaning etc. as per the direction of EIC.

3.2.8 Rectification of faults in light point, fixture including replacement of holder, bracket, shade, switch and their rectification etc. wherever required.

3.2.9 Rectification of faults in high masts lights, street light fitting, tightening of connections, replacement of lamp, holder, choke, connectors, condenser fuse base, control gearbox, reflector etc. as required up to the height of 30 meters.

3.2.10 Rectification of fault in feeder pillars for service lines including connections of all incoming and outgoing cables / replacement of damaged burnt kit-Kat fuse or neutral link, complete rectification as required.

3.2.11 Cleaning/repairing or replacement of exhaust /ceiling/wall mounting fans up to 56# sweep and its switches, regulators in the process and non-process buildings, plant area, office buildings etc. this includes its general cleaning, greasing, removal, fixing connection and disconnection for the repair work.

3.2.12 Providing temporary 1phase/3 phase connections to portable electrical equipments in the plant. This includes FLP and non FLP type equipment's / extension boards.

3.2.13 Rectification of faults in fan point wiring including tightening of connection, replacement of switch, regulator and selector for speed variation etc.

3.2.14 Testing of Rubber Mats, 3-Phase and 1-Phase Energy Meters, Calibration of Multimeter / Meggars etc, testing of other electrical equipments.

3.2.15 LIST OF TOOLS TO BE PROVIDED BY THE CONTRACTOR

Sr. No.	DESCRIPTION	Unit	Qty
1	Insulated Combination Pliers, Make-Taparia	EA	8
2	Insulated Nose Pliers, Make-Taparia	EA	8
3	Insulated screw driver set 4" TO 12" Make-Taparia	SET	8
4	Insulation Cutter Pliers, Make-Taparia	EA	8
5	Line Tester, 500 Volt, Make-Taparia	EA	16
6	Test Lamp (60Watt GLS Lamp in holder along with 1Mtr lead wire)	EA	8

7	Multi Meters Make (Rishabh and AMCO)	EA	8
8	Crimping Tools 2.5 Sq. mm. to 16 Sq.mm Make Jainson	EA	8
9	ALLEN KEY SETS IN MM Make-Tapia	EA	8
10	ALLEN KEY SETS IN INCH Make-Tapia	EA	8
11	OPEN OR D-SPANNER Make-Tapia	SET	8
12	RING SPANNER Make-Tapia	SET	8
13	Tong Tester Make fluke	EA	8
14	BOX RATCHET SPANNER Make-Tapia	SET	2
15	Crimping Tools 16 Sq. mm. to 300 Sq.mm Make Jainson	EA	2
16	Insulation tester -500V (Magger)	EA	2
17	Tabular Spanner Set Make-Tapia	EA	2
18	PIPE WRENCH 12" Make-Tapia	EA	2
18	PIPE WRENCH 24" Make-Tapia	EA	2
19	Screw Driver(928,926,931,9281,PI864200,OGS1250,907,871) Make-Tapia	EA	9
20	A-Type Ladder to work in street lights etc.	EA	2

3.2.16) Cable fault repairing job will be executed in case of urgency, contractor will arrange fault locator for fault clearing within 48hours from the instruction of EIC and it will be adjusted against quoted SOR clause NO-21. In normal case contractor will call fault locator within seven days from the instruction issued from EIC end and it will be adjusted against quoted SOR clause NO-21.

3.2.17) As per above mentioned tools and tackles list, the contractor have to provide 03 number sets for 3 group and 02 number sets have to be maintained as a common tools for Lighting maintenance group. Any other tools and tackles are required for executing the AMC jobs the contractor must provide on free of cost basis.

NOTE:

Above equipments should be available all the time throughout the contract. Meter Calibration Certificate of all instruments shall be submitted by the Contractor. All the Instruments shall be re-calibrated after expiry date of certificate.

4. ENGINEER-IN-CHARGE'S STATUS:

4.1 The Engineer- In- Charge will be authorized to issue guidelines to the contractor for the execution of the work, whenever such stoppage may be necessary to ensure proper execution of the contract.

4.2 The Engineer-In-Charge shall look after general supervision and direction of the work. He shall be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all work, which does not conform to the specifications. The Engineer-In-Charge reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained.

4.3 He shall also have authority to reject all work which does not conform to the specification, the Engineer-In-Charge reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute, the contractor may appeal to the Engineer-In-Charge whose decision shall be final and binding. He shall also be authorized to remove any person employed by contractor on disciplinary ground & if not found competent for the job.

4.4 The contractor shall supervise the work and execution part under his guidance. The contractor shall ensure the proper supervision of work by continuously deploying one highly skilled person during whole period of contract and on his personnel activities within the premises or execution site.

5.0 SITE ESTABLISHMENT

Contractor is required to establish an office at site to administer, operate and maintain the contract in perfect working condition and ready for deployment. It should be noted that the plant is of paramount importance and the availability of tools and manpower is one of the critical factor for timely completion of the plant maintenance. Delay in completion will entail heavy financial burden on the owner.

Keeping the above in mind the contractor is required to maintain the following at site as a minimum requirement.

- i) Initial spares
- ii) Well equipped with trained personnel for maintaining the job and attending the breakdown.
- iii) Necessary experienced operating/ maintenance staff.
- iv) Tools, tackles as per above mentioned list.
- v) Proper maintaining the records of equipments health.

Owner will allocate a suitable space for above purpose within the property limit. It will be the responsibility of the contractor to construct facilities to accommodate above at his cost along with the required security arrangement.

6.0 UTILITY SUPPLY BY BCPL:

BCPL will provide electricity at suitable points on free of cost for undertaking the job.

7.0 TIME OF COMPLETION / CONTRACT PERIOD.

The initial period of the contract shall be **One year i.e. 12 months** from the date of acceptance of contract at site after mobilization which is further extendable to another 03 months based upon the performance of contractor and the job requirement on same rates, terms and conditions at the sole discretion of BCPL. The decision of the "EIC" regarding extension of the contract shall be final and binding on the contractor.

8. MOBILIZATION PERIOD

The contract mobilization period shall be 07 (Seven) days from the date of award of work /FOI and the following documents have to be submitted before starting the contract-

8.1 The contract agreement along with Insurance policy

8.2 The essential Qualification and experience certificate of deputed contract employees, for which Attestation must be done by Gazetted officer/ Officer of PSU/ Notarized by Notary public

8.3 All required documents have to be submitted for Gate Pass.

8.4 The contractor shall mobilize his crew, tools, materials, equipment, hard wares and soft wares etc. which have been mentioned above for undertaking the contractual obligation at the commencement of the contract within seven days period after placement of FOI by BCPL.

8.5 The services can be requisitioned any time round the clock as and when desired by the Site-In-charge. It will be obligatory on the part of the agency to provide hiring services any time and all days of the week as desired by. Any delay in mobilization shall attract penalty as per Tender conditions.

9.0 Scope of supply/services by Contractor for Motors

9.1) There are some items/services not covered in SOR and also not available in BCPL; the contractor shall provide those materials/services within 24 Hrs under intimation form EIC at BCPL, Lepetkata.

9.2) For above materials /services the rate will be calculate based on prevailing market rates of materials, machine and labor plus 10% to cover contractors supervision profit, over head & other expenses and also the bill/invoice value shall be paid to the contractor on submission of original bill of purchase through OEM/ Authorized Dealers/ Small scale industries/ Standard Make. Materials are to be replaced only after getting due permission from Engineer-in-charge. The damaged parts shall be deposited in the BCPL stores.

10.0) FACILITY TO BE PROVIDED BY BCPL FREE OF COST-

10.1) Space for office shall be provided by BCPL with electric power free of cost. However, after expiring of the contract the contractors shall demolish his office & clean the area to the satisfactions of EIC.

10.2) BCPL, at its own discretion may provide a space or a piece of land to the Contractor for building up a shed/ storage area for works related to this contract but all such facilities shall remain the property of BCPL and Contractor will not be paid any compensation for such expenses.

10.3) BCPL shall provide the facility of Electric Oven, Bearing Heater, and Motor Testing Arrangements, Work Benches etc. at BCPL,s workshop free of charge. .

11.0 DEFECT LIABILITY PERIOD.

11.1) For Motor:-

The Contractor shall guarantee the work done for a period of six months from the date of successful completion of work. Any damage or defect which may arise or remain unnoticed in any way, with the equipment or material maintained by him or in the workmanship shall be rectified or replaced by the Contractor at their own expense as deemed necessary by the Engineer-In-Charge or in default the Engineer-In-Charge may get the same to be made good by other agency and deduct expense (of which the certificate of Engineer-In-Charge shall be final) from any sums that are due or at any time thereafter becomes due to the Contractor or from the security deposit.

11.2) For Lighting:-

Defect liability period for the contract shall be six month, which shall be reckoned from the date of completion of the work. During defect liability period contractor stands responsible for rectifying all defects that may appear in the work executed by the contractor in pursuance of the contract and includes warranties against Manufacturing / Fabrication defects covering all materials supplied by the contractor, works executed against the defects in the workmanship.

12.0 TERMS OF PAYMENT

Contractor shall submit monthly RA bills in triplicate to the Engineer-in-charge for certification along with relevant documents such as measurement sheets; proof for wage slip, PF related documents in original, other documents as per BCPL finance Dept requirement etc. in support of the claims. Payment shall be made by Finance Dept, BCPL, and Lepetkata within 10 days of receipt of bills.

13.0 SPECIFIC INSTRUCTIONS TO CARRY OUT THE JOB.

13.1 Any person engaged by the Contractor for the service of this contract shall not enter into any of the units of the process areas such as GSU, ECU, Storage area, LLDPE, HDPE ,WWTP etc. without prior intimation to and permission from the respective Electrical Shift-In-Charge.

13.2 All the persons engaged by the Contractor for the service of this contract shall wear uniform pure cotton clothes only since this plant handles and processes highly flammable organic chemicals which are highly sensitive to the static charge developed by the polyester or nylon clothes. The contractor shall provide two sets of dun dry and one pair safety shoes per year. No extra charges in this respect shall be payable to the Contractor in any case.

13.3 Direct flame shall not be used for removing coils of the burnt motors which can damage the core permanently or increase the core losses resulting in heating of the motor and reducing the rated capacity.

13.4 Special care shall be taken for cleaning of the stator / rotor slots. Proper non- metallic Tools shall be provided and used by the Contractor personnel.

13.5 Special motors such as Non-Sparking Ex `n`, Explosion Proof Ex `d`, Increased Safety Ex `e` or Flame-Proof etc. shall be taken due care and necessary instructions shall be received from the Site-In-Charge/ EIC before taking up the job on such equipment's.

13.6 Workmanship, material, tools tackles etc. shall satisfy the relevant Indian/International Standards, Specifications, I.E. Rules, Code of Practice etc. contained herein. All the jobs shall be carried out as per the good engineering practices and experience.

13.7 Standard safety practices adopted in the installation of the nature like ours i.e. Petrochemicals shall be adhered to very strictly by the Contractor and the persons deployed by him for the service of this contract.

13.8 IDENTIFICATION BADGE FOR WORKMEN:

Contractor shall arrange to provide identity card to all the personnel deployed by him for entry into the plant premises for safety and identification purpose only.

TEST / INSPECTION / SPECIFICATIONS / DRAWING / ANY OTHER SPECIFIC REQUIREMENTS.

Contractor shall arrange for following tests in the presence of BCPL's representative after receiving the repaired, overhauled or rewound motor from the Contractor:

i) Measurement of resistance, inductance and insulation resistance. Phase to phase

Variation should not be more than 5% (compared to highest value) Meggar value must be above 100M Ohm.

ii) No load runs of motor. Variation of phase current should not be more than 10% (Compared to highest value).

After overhauling or rewinding of motor vibration monitoring levels at any axis (Vertical/Horizontal/Axial) should be satisfactory.

14.0 OTHER INSTRUCTIONS :-

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

14.2 In case of any dispute, the decision of the plant/ project head shall be final and binding on both the parties. All disputes arising out of this contract are to be settled within the courts of Guwahati, Assam only.

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

14.4 The contractor has to be complied all safety requirements for the execution of the job, as per instructions of Plant Safety Officer / "EIC".

14.5 The Contractor has to ensure cleanliness of area under the rule of safety and good house keeping.

14.6 The contractor shall ensure uninterrupted services for carrying out all SOR items by providing sufficient resources etc. as per instructions of EIC.

14.7 The contractor shall employ such workers who are above 18 years of age. All personnel employed by the contractor shall have sound health, good character and conduct. They shall be medically fit and fully competent to perform the work.

14.8 The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton uniforms embroidered with company's/ agency's name and shall be polite decent and courteous to all officers / employees / workmen of BCPL and shall maintain high standard of discipline, decency and decorum.

14.9 Contractor shall maintain first aid facility for his employees. However first aid, as available with BCPL, will be provided and also ambulance up to nearest hospital will be provided by BCPL, if available. Remaining expenditure will have to be born by the contractor

14.10 The workforce deployed by the contractor must have required experience of the job.

14.11 BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline. If any replacement is sought by "EIC", the same shall have to be arranged by the contractor within 24 Hours or as per instruction of "EIC". In case of any dispute the decision of "EIC" shall be final and binding.

14.12 All personnel, deployed at site by the contractor, shall be familiar with the working culture and standards, safety norms prevailing in petrochemical / chemical processing plants. All jobs are to be carried out under the proper supervision of contractor.

14.13 The Contractor is responsible for obtaining labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Assam.

14.14 Transportation of employees to the site and back shall be the responsibility of the contractor. BCPL shall have no obligation in this regard.

14.15 Normally the work shall be carried out on working days. But due to the exigencies, it may so happen that work may be required to be taken up Sunday, holiday or Second Saturday, which will be treated at par with normal working days. No emergency charges/overtime shall be paid for providing services on above occasions.

14.16 Contractor has to provide cotton cloth uniform with specific colour to his workmen along with safety shoes and helmet. The use of uniform protective clothing is a must for each workman and supervisor working on the roll of the contractor.

14.17 The manpower deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of this contract.

14.18 The Contractor/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.

14.19 In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities.

14.20 The contractor/contracting firm shall not employ any person suffering from any contagious/infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.

14.21 No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises or in duty hours. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.

- 14.22 The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.
- 14.23 The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
- 14.24 The persons to be deployed should be on rolls of the contractor/contracting firm.
- 14.25 The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
- 14.26 The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.
- 14.27 The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- 14.28 Sub letting of work without prior written permission of BCPL:
- 14.29 No contractor/contracting firm shall sub let or assign any work in part or whole to any individual, proprietorship firm, partnership firm, private ltd. company, etc. without prior written permission of BCPL.
- 14.30 The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner (Central), Dibrugarh if he engages 20 or more workmen/ labours.
- 14.31 The contractor/contracting firm shall pay the wages to the workers latest by 10th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/ Assistant Labour Commissioner ,Dibrugarh from time to time in the presence of authorized representative of the principal employer i.e. Engineer In charge (EIC). The Engineer In charge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time.
- 14.32 The contractor/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner. The contractor must ensure deduction of PF from the contract workers and deposit PF of employer contribution to the concerned contract workers deployed by him for the assigned job and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/ workers to the Engineer In charge.
- 14.33 The contractor/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.
- 14.34 The contractor/contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.

14.35 The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other labour legislations as in existence (at present in India) and as amended from time to time and also point no.13.

14.36 The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto every month along with the monthly bills to the Engineer -In- Charge. The checklist- is indicative for monthly bills only and other forms/returns as required under various acts shall be required to be filed/ maintained by the contractor himself regularly.

14.37 At the time of closing of contract/submission of final bill, the contractor shall be required to obtain unconditional NOCs from the concerned Labor Enforcement Officer (Central) and Assistant PF Commissioner/PF Enforcement Officer.

14.38 No accommodation will be provided to the contractor/contracting firm as per guidelines of BCPL, Lepetkata.

15.0 SAFETY OF MANPOWER:

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

16.0 PENALTY CLAUSE FOR NON PERFORMANCE, IF ANY (IF DIFFERENT FROM LD CLAUSE)

16.1 PENALTY CLAUSE:

16.1.1) In case the Contractor fails to complete the jobs within the stipulated completion period mentioned in the clause no. 3.1.6, penalty @0.5% per day's delay subject to maximum limit of 10 % of SOR value of that item will be recovered from their payments.

16.1.2)PENALTY FOR NON-PAYMENT OF MINIMUM WAGES.

Penalty of Rs. 1000 per day shall be imposed on monthly running bill in each of the following cases:

- (i) Delay in payment of wages by the stipulated time period i.e. latest by 10th of subsequent month.
- (ii) Nonpayment of minimum wages to each and every contract worker at the rates as per the Minimum Wages Act and as notified by the Regional/ Assistant labour Commissioner ,Dibrugarh from time to time

16.1.3) PENALTY FOR NOT PROVIDING UNIFORM OR SAFETY GEARS OR TOOLS AND TACKLES.

- i) Penalty of Rs 500.00 per manpower shall be imposed on monthly running bill in each case if the contractor fails to provide either uniform or safety gears to the persons employed by him for this contract as defined in Clause No: 2.13 for PART-A.
- ii) Penalty of Rs 1000.00 shall be imposed on monthly running bill in each case if the contractor fails to provide either tools & tackles to the persons employed by him for this contract as defined in Clause No: 3.1.7 for PART-A

17.0 INSURANCE & DAMAGE TO PROPERTY:

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

17.2 Cost of any damage / loss of the property of BCPL, by the contractor shall be recovered. BCPL's decision in this regard shall be binding and conclusive.

17.3 Contractor shall be responsible for safe custody of any equipment handed over to him. In case of loss, theft, the purchase cost of equipment plus 25% departmental charges shall be recovered from the contractor. BCPL's decision in this regard shall be final, binding and conclusive

17.4 The personnel deployed for providing services in carrying out the maintenance are not to be used for carrying out other jobs.

17.5 The job under this contract shall not be sub contracted to another party without prior permission of BCPL.

17.6 Rates quoted under this tender shall be firm and valid for one year and no escalation shall be permissible for any reason, whatsoever, after award of the contract.

17.7 Contractor shall arrange for full insurance of the workers, engaged on the job as per relevant act, rules and regulations etc. under workmen's compensation insurance.

17.8 Any expenses incurred by BCPL on account of a liability arising due to the contractor's workers shall be recovered from the contractor's bill.

18.0 SCHEDULE OF RATES & QUANTUM OF JOBS:

18.1 The quantities shown in schedule of rates are for a period of one year only.

18.2 Payment shall be made only for the actual jobs carried out, duly certified by the EIC. BCPL does not give any guarantee regarding quantum of jobs. The decision of "EIC" regarding operating the schedule of quantities shall be final and binding to the contractor.

18.3 The rates quoted by the contractor shall remain firm throughout the period of the contract. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind required to execute the work.

18.4 The owner reserves the right to interpolate or extrapolate the rates for any new items of work not covered in schedule of rates, from the similar items already available in schedule of rates. All the works, item wise, shall be measured upon completion and paid for, at the rates quoted and accepted in the SOR. For any activity, which is not specifically covered in the SOR description, but is covered under Special condition of contract /Scope of work /Specification / Drawing etc., no extra claim shall be entertained, since SOR is to be read in conjunction with other documents forming part of the tender.

18.5 All temporary and ancillary works including enabling works connected with the works shall be the responsibility of the contractor and the price quoted in the SOR by them shall be deemed to have included the cost of such works.

19.0 SAFETY AND SECURITY:

Contractor shall perform the work under this contract observing all relevant safety rules and Regulations. Contractor shall provide safety devices to the persons deployed by him such as safety gloves suitably rated for that voltage grade, safety belts, safety shoes, helmets, cotton clothes etc. at his own cost. No Contractor's personnel shall be allowed on duty without such safety gears. If Contractor fails to provide

the safety gears then BCPL shall provide all these items and deduct cost of such items from the running bill of Contractor. If any special safety equipment's are provided by BCPL for performance of any job, the Contractor shall be responsible for accounting of the same.

20.0 TERMINATION OF CONTRACT:

20.1 Notwithstanding anything contained elsewhere, the BCPL may at any time its discretion terminate the contract or part of the contract after giving 15 days notice in writing to the contractor without assigning any reason and upon such termination BCPL shall have the right to remove contractor's materials from site and the contractor shall be paid price of the work satisfactorily completed in accordance with the provisions of this contract.

20.2 BCPL considers that the performance of the contractor under the contract is unsatisfactory or not up to the expected standard, then BCPL shall notify the contractor in writing and may specify in details the cause of its dissatisfaction.

21.0 LEGAL AND ADMINISTRATION

1. The Contractor/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner / BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.

2. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured /next kith and kin of the deceased. Contractor shall indemnify BCPL from such Liabilities.

3. The contractor/contracting firm shall not employ any person suffering from any Contagious/infectious disease. The contractor/contracting firm shall get Examined his employees / workers through a Government Doctor before deployment.

4. No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.

5. The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.

6. The contractor/contracting firm shall deploy the workers after verification of their Character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.

7. The persons to be deployed should be on rolls of the contractor/contracting firm.

8. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his Authorized representative. The contractor/contracting firm shall also be responsible for Obtaining the gate passes from CISF in respect of all their personnel.

9. The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.

10. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in antisocial and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.

11. Sub-letting of work without prior written permission of BCPL:

No contractor/contracting firm shall sub-let or assign any work in part or whole to any Individual, proprietorship firm, partnership firm, private ltd. company, etc. without prior written permission of BCPL. In case the contractor/contracting firm 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 stating that the main contractor/contracting firm has not paid his or their dues /payments, then in those circumstances, BCPL shall without assigning any reasons, withhold the payments of contractor/contracting firm the amount equivalent to the claim amount of sub-contractor/contracting firm/individual/ vendor (s) etc. The same shall be released to the contractor/contracting firm after the contractor/ contracting firm and labour /supplier/sub-contractor/contracting firm jointly submit a joint written settlement to BCPL.

12. The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner, Dibrugarh if he engages 20 or more workmen/labours.

13. The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner, Dibrugarh from time to time. The Engineer In charge shall ensure that the contractor/contracting firm is making payment of Wages to its labours not less than the wages notified by the appropriate authority from Time to time.

14. The contractor/contracting firm shall have a separate Provident Fund Code allotted in his Name by the Regional Provident Fund Commissioner and submit the copy of monthly challan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer In charge.

15. The contractor/contracting firm shall be required to deposit contribution towards Provident Fund, Pension, ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.

16. The contractor/contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.

17. The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act. 1952, etc. and other labour legislations as in existence (at present in India) and as amended from time to time.

18. The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto every month along with the monthly bills to the Engineer -In- Charge. The checklist- is indicative for monthly bills only and other forms/returns as required under various acts shall be required to be filed/maintained by the contractor himself regularly.

19. At the time of closing of contract/submission of final bill, the contractor shall be required to obtain unconditional NOCs from the concerned Labour Enforcement Officer and Assistant PF Commissioner/PF Enforcement Officer.

20. No accommodation will be provided to the contractor/contracting firm as per guidelines of BCPL.

21. "PENALTY AGAINST VIOLATION OF SAFETY, HEALTH AND ENVIRONMENT RELATED NORMS:

Against Violation of applicable Safety, Health and Environment related norms, a penalty of Rs. 5,000.00 per occasion.

1. Violation as above resulting in:

- i) Any physical injury, a penalty of 0.5% of the contract value (maximum of Rs.2, 00,000.00) per injury
- ii) Fatal accident, a penalty of 1% of the contract value (maximum of Rs.10, 00,000.00) per Injury

The following documents shall be attached with monthly RA bills

Sl No.	Document	Periodicity
A	Copy of labour license (applicable, if contractor is engaging more than 20 workers)	With first bill
B	Copy of comprehensive insurance cover (CAR policy/Workmen's Compensation Policy, whichever is applicable)	With first bill
C	Copy of Contract Agreement	With first bill
D	Gate Pass Details	Every month
E	Copies of Forms under Contract Labour (R&A) Act, 1970	
E.1	Register of persons in Form XIII	Every month
E.2	Muster Roll in Form XVI	Every month
E.3	Register of Wages in Form XVII	Every month
F	Copies of Forms under Factories Act, 1948	
F.1	Form 11	Every month
F.2	Form 12	Every month
F.3	Form 13	Every month
F.4	Form 14	Every month
F.5	Form 15	Every month
F.6	Form 16	Every month
G	Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952	
G.1	PF Challan	Every month
G.2	Form 12A	Every month
G.3	Form 2 (for new joiners)	Every month
G.4	Form 11(Revised) - for new joiners	Every month
G.5	Form 3A	Every month
G.6	Form 5	Every month
G.7	Form 10	Every month
G.8	Form 5A	With first bill
G.9	Form 9	With first bill
G.10	Form 6A	At the end of financial year

The followings document shall be attached with Final RA Bills

Documents to be attached with Final RA Bills		
Sr. No.	Document	Periodicity
a	NOC from Labour Department	
b	NOC from EPFO	
c	Copy of Work Order	
d	Copy of Work Completion Certificate	
e	Gate Pass Details	Every month
Copies of Forms under Contract Labour (R&A) Act, 1970		
a	Register of persons in Form XIII	Every month
b	Muster Roll in Form XVI	Every month
c	Register of Wages in Form XVII	Every month
Copies of Forms under Factories Act, 1948		
a	Form 11	Every month
b	Form 12	Every month
c	Form 13	Every month
d	Form 14	Every month
e	Form 15	Every month
f	Form 16	Every month
Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952		
a	PF Challan	Every month
b	Form 12A	Every month
c	Form 2 (for new joinees)	Every month
d	Form 11(revised) - for new joinees	Every month
e	Form 3A	Every month
f	Form 5	Every month
g	Form 10	Every month
h	Form 6A	At the end of financial year

22. Contractor should produce necessary EPF code before commencement of work

23. Contractor should produce necessary ESIC code before commencement of work or workmen who are not covered under ESI Act,the contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to BCPL.

24. BCPL reserves the right to extend the Contact period up to 3 months from the date of completion of contact without variation in rates and terms and Conditions of tender.