



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

TENDER NO.: BCPL/DIB/C&P/SER/20130154/BB

FOR

**NAME OF : HIRING OF TRANSPORTATION OF OFFICE FURNITURE,
WORK DOCUMENTS ETC FROM BCPL NOIDA OFFICE TO BCPL-
LEPETKATA, DIBRUGARH.**

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

CUT-OUT SLIP

(OUTER ENVELOPE)

DO NOT OPEN

NAME OF WORK: **HIRING OF TRANSPORTATION OF OFFICE FURNITURE, DOCUMENTS ETC. FROM BCPL NOIDA OFFICE TO BCPL-LEPETKATA, DIBRUGARH.**

TENDER NO. **:** **BCPL/DIB/C&P/SER/20130154/BB**

SUBMISSION DUE DATE: 07/03/2014 at 14-30 Hrs.
& TIME

FROM:

Name:
Address:

TO:

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

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

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REQUEST FOR QUOTATION (RFQ)

(Tender no.) BCPL/DIB/C&P/SER/20130154/BB

Brahmaputra Cracker & Polymer Ltd (BCPL), Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids in two bid systems for Packing, Loading and transportation of office furniture, documents etc. from BCPL Noida Office to BCPL, Lepetkata, Dibrugarh, Assam as detailed below in complete accordance with enclosed tender document:

1.0

A)	NAME OF WORK	:	PACKING, LOADING, AND TRANSPORTATION OF OFFICE FURNITURE, DOCUMENTS ETC. FROM BCPL NOIDA OFFICE TO BCPL, LEPETKATA, DIBRUGARH, ASSAM
B)	CONTRACT PERIOD	:	VEHICLE SHALL BE MOBILIZED WITHIN 15 DAYS FROM THE DATE OF ORDER, 3 DAYS PRIOR INTIMATION WILL BE GIVEN BY BCPL TO TRANSPORTER. THE MAXIMUM ACCEPTABLE DELIVERY PERIOD (TRANSIT TIME) IS 20 DAYS.
C)	BIDDING DOCUMENT ON SALE	:	NA
D)	BID DOCUMENTS AVAILABLE ON WEBSITE & BCPL OFFICE	:	From 09.00hrs on 21/02/2014 on www.bcplonline.co.in and www.gailtenders.in & CPP portal
E)	EARNEST MONEY DEPOSIT	:	NIL/-
F)	PRE-BID CONFERENCE	:	AT. 15.00 HRS ON 25/02/2014, IN ADMIN. BUILDING, BCPL AT LEPETKATA, DIBRUGARH.
G)	DATE & TIME FOR RECEIPT OF BID	:	07/03/2014 up to 14.30 Hrs.
H)	DATE & TIME FOR OPENING OF BID	:	07/03/2014 at 15.00 Hrs. in the presence of bidder's representatives.
I)	PLACE & SUBMISSION OF BID	:	DY. GENERAL MANAGER (C&P), BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMIN. BUILDING, BCPL, PO –LEPETKATA, LEPETKATA-786006 DIBRUGARH, ASSAM

The tender must be valid for 03 (three) months from the final date of Tender Closing. Tenders through Telex/Fax/Telegram will not be accepted. Any change in bid after opening of the tender will not be considered.

SUBMISSION OF BIDS:

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

a) PART – I : TECHNICAL AND UNPRICED COMMERCIAL PART

b) PART – II: PRICE PART

PART – I of the bid shall contain the following:

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

PART – II of the bid shall contain the following:

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

2.0 BIDDER EVALUATION CRITERIA (BEC):-

- 1) Bidder must be a registered commercial transporter (Truck/trailer) dealing in inter-state transportation of goods.
- 2) Bidder must have necessary 'GOODS CARRIAGE PERMIT' to transport the SOR materials to Dibrugarh, Assam.
- 3) Bidder must have Indian's Bank Association approved Transporter.

Note – Documents supporting above BEC (transport license, trade license, permit copy etc) should be submitted along with the Tender duly notarized/attested by Gazette officers.

A job executed by a bidder for its own plant / project cannot be considered for experience for evaluation for BEC, however jobs executed by subsidiary / Fellow subsidiary / Holding company will be considered as a experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES:-

The bidders are required to submit the copies of all certificates/documentary evidences as mentioned above duly **attested by Gazetted Officer / notary**:

- **Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.**
- **Attested copy of PAN Card.**

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

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

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

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

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

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

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

3.0 AWARD CRITERIA:

The OWNER will award the contract to the successful bidder whose bid has been determined to be the overall lowest evaluated, responsive bid, provided further that the determined to be qualified to satisfactorily perform the contract.

4.0 DELIVERY/COMPLETION SCHEDULE:

VEHICLE SHALL BE MOBILIZED WITHIN 15 DAYS FROM THE DATE OF ORDER, 3 DAYS PRIOR INTIMATION WILL BE GIVEN BY BCPL TO TRANSPORTER. THE MAXIMUM ACCEPTABLE DELIVERY PERIOD (TRANSIT TIME) IS 20 DAYS.

5.0 PRICE REDUCTION SCHEDULE:

The supplies are to be made strictly as per the dates indicated in the schedule given in the dispatch advice. In case of delay in supplies beyond the dates indicated in the delivery schedule, price reduction @0.5% of the value of undelivered quantity per week subject to a maximum (ceiling) of 5% of total order value will be applicable. The value referred in PRS clause excluding taxes and duties.

Clause no. 27.0 of General Conditions of Contract shall also apply.

6.0 OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

The OWNWR reserves the right at the time of award of contract to increase or decrease the quantity specified in the scope (in respect of each item of scope), without any change in unit price and other terms & conditions.

7.0 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 Dibrugarh (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.

8.0 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.

9.0 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 delays 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

10.0 GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

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

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

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

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

11.0 EVALUATION IN RESPECT OF EXCISE DUTY/SERVICE TAX/VAT:

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

4. In case the applicable amount towards VAT/Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.
5. As per VAT act, payment to any vendor for supply / works cannot be made if they do not have VAT registrations in ASSAM. As the subject job involves WCT deduction the registrations of the eligible bidder under VAT act of ASSAM is required.

12.0 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.

13.0 PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- i) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down

their prices to L-1 price in a situation where L-1 price is from someone other than a micro small enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total tendered value. In case of more than one such Micro and small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non-availability of MSEs owned by SC/ST entrepreneurs.

- ii) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- iii) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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

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

In case of MSEs, Tender fees & EMD/Bid Security is not applicable subject to submission of satisfactory documents in proof of the same.

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

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

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.

Thanking you,

BHASKAR BARMAN
SR. OFFICER (CONTRACTS & PROCUREMENT)
For **BRAHMAPUTRA CRACKER & POLYMER LIMITED,**
bhaskar.barman@bcplindia.co.in
0373-2914609/635

NOTE:

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

CONFIRMATION OF BIDDERS FOR MEETING BEC AND OTHER REQUIREMENTS OF TENDER**EXHIBIT A****TENDER NO: BCPL/DIB/C&P/SER/20130154/BB**

NAME OF WORK	:	HIRING OF TRANSPORTATION OF OFFICE FURNITURE, DOCUMENTS ETC FROM BCPL NOIDA OFFICE TO BCPL-LEPETKATA, DIBRUGARH.
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SN	TENDER REQUIREMENT	BIDDER'S REPLY / CONFIRMATION
1	Bidder must be a registered commercial transporter (Truck/trailer) dealing in inter-state transportation of goods. Note – In support to the above, a document (transport license, trade license etc) duly notarized should be submitted along with the Tender.	Reference of attested copies of documents furnished: 1.
2	<u>Power of Attorney</u> in favour of person who has signed the offer in stamp paper of appropriate value.	Reference of document furnished 1.
3	Partnership deed in case of partnership firm and articles of association in case of limited Company.	
3	Attested copy of PAN Card	
4	All pages / documents are stamped and signed by the authorized signatory of the bidder towards acceptance of terms and conditions of the tender.	YES/ NO
5	Affidavit duly notarized, as per clause no. 36.00 of Special conditions of Contract Part-A	Reference of document furnished 1.

Note:

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

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

ACKNOWLEDGEMENT CUM CONSENT LETTER

(Within 4 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,
Sr. Officer (C&P)
Admin. Building
BCPL
Lepetkata-786006
Dibrugarh, Assam

SUBJECT: TENDER NO.: BCPL/DIB/C&P/SER/20130154/BB

Dear Sir,

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

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

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

(i) Postal Address with PIN Code :

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(ii) Telephone Number :

(iii) Telefax Number :

(iv) Contact Person :

(v) E-mail Address :

(v) Mobile Number :

B) Details of Contact person:

(i) Postal Address with PIN Code:

.....

.....

(ii) Telephone Number :

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

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

Reasons for non-submission of bid:

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

INSTRUCTIONS TO BIDDERS

NAME OF WORK: HIRING OF TRANSPORTATION OF OFFICE FURNITURE, DOCUMENTS ETC. FROM BCPL NOIDA OFFICE TO BCPL-LEPETKATA, DIBRUGARH.

(TENDER NO. BCPL/DIB/C&P/SER/20130154/BB)

1.0 BIDDING DOCUMENT, CLARIFICATION AND ADDENDUM

1.1 BIDDING DOCUMENT:

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

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

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

1.2 CLARIFICATION REQUESTS BY BIDDER:

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

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

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

1.3 AMENDMENT OF BIDDING DOCUMENT:

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

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

1.4 CONFIDENTIALITY OF DOCUMENT:

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

1.5 ACKNOWLEDGEMENT & CONFIRMATION OF BID:

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

2. EARNEST MONEY DEPOSIT – (IF ANY):

2.1 The bid must be accompanied by earnest money (interest free) for the amount indicated in 'Request for Quotation' in the form of a Demand Draft drawn on any Nationalized/Scheduled Bank in favour of M/s. Brahmaputra Cracker & Polymer Limited payable at DIBRUGARH, ASSAM or in the form of Bank guarantee issued by Nationalized Bank for an equal amount valid for six (06) months from the due date of submission of bid as per the format enclosed in bidding document. Bid not accompanied by earnest money will not be considered unless the same is exempted as per 'Letter Inviting Tender'. Bank guarantee shall be revalidated for extended period as required by BCPL in writing.

- 2.2 If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where the BCPL has given opportunity to do so, the earnest money submitted by Bidder will, in such case, not be refunded to him.
- 2.3 BCPL may at any time cancel or withdraw the invitation to bid without assigning any reason and the earnest money submitted by Bidder will in such case be refunded to him.
- 2.4 The successful Bidder shall be required to deposit within 10 days of acceptance of his bid, security deposit / Initial Security Deposit with the BCPL in the manner indicated in General Conditions of Contract / Special Conditions of Contract. Should the successful Bidder fail or refuse to sign the agreement or furnish the security deposit / initial security deposit within the period fixed by the BCPL as indicated above, the earnest money shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence by the BCPL.
- 2.5 Earnest money shall be returned to the successful Bidder after the security deposit / initial security deposit has been furnished by him to the BCPL.

3.0 SCHEDULE OF RATES:

- 3.1 The schedule of Rates shall be read in conjunction with all other sections of bidding document.
- 3.2 The rates quoted by the bidder shall be firm and fixed for the completion period of the tendered works, unless stated otherwise. The rates quoted by the Bidder shall include all taxes, duties & levies except Service Tax and any cess thereon. Service Tax and cess thereon shall be paid by BCPL extra at actual against CENVAT invoice to be submitted by the bidder. Notwithstanding the instructions given above, in case any bidder(s) mention the terms such as “Inclusive” or “Included” in respect of Service Tax, their bids will still be evaluated considering the prices exclusive of Service Tax. However, in the event of such bidder emerging as the lowest bidder based on this evaluation, the award shall be made considering the service tax included in the quoted rates and the same will be conclusive and binding on the bidder. Further, the bidder will be required to submit Cenvat invoice to enable BCPL to avail Cenvat benefit.
- 3.3 Rates must be filled in format for ‘schedule of rates’ enclosed as part of bidding document. If quoted in separate typed sheets and any variation in description, unit is noticed, the bid is liable to be rejected. In any case bidder shall be presumed to have quoted against the description of work and the same shall be binding on the bidder.
- 3.4 In case any activity though specifically not covered in description of ‘Schedule of Rates’ but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special condition of contract or any other part of bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activity.
- 3.5 The rates shall include all expenditure incurred towards mobilization and demobilization.
- 3.6 Rates quoted shall be in Indian Rupees Only.
- 3.7 Bidder shall quote rates both in figures as well as in words.

4.0 DOCUMENTS COMPRISING THE BID:

- 4.1 Bidder is advised that BCPL intend to fully evaluate the technical and un-priced commercial submissions.
- 4.2 It is important that Bidder clearly demonstrates his experience and capability, giving to BCPL a high level of confidence that if awarded, the Bidder will be able to perform the works within the stipulated Time Schedule and quoted price and meeting all other requirements listed in the Bidding document.
- 4.3 Bidder is requested to furnish the complete and correct information required for evaluation of his Bid. If the information with regard to resources and concurrent commitments or any other

information / documentation forming basis of evaluation is found in complete / incorrect the same may be considered adequate ground for rejection of the bid.

4.4 Bidder shall arrange his bid in the following order:

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

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

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

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

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

5.0 SUBMISSION OF BID:

5.1 SUBMISSION IN TWO SEPARATE ENVELOPS:

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

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

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

Name of Work: _____

Bidding document No.: _____
Due date & time of Opening: _____
From : [Name & Address of Bidder]: _____

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

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

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

PART-II – PRICE PART

Name of Work : _____

Bidding document No. : _____

From :[Name & Address of Bidder] : _____

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

5.2 **DATE, TIME & PLACE OF SUBMISSION:**

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

**DY. GENERAL MANAGER (C&P), BRAHMAPUTRA CRACKER & POLYMER LIMIEDT,
ADMIN. BUILDING, LEPETKATA-786006, DIBRUGARH, ASSAM INDIA.**

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

5.3 **CHECK LIST FOR SUBMISSION OF BID:**

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

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

6.0 **BID OPENING AND EVALUATION:**

6.1 **OPENING OF TECHNO-COMMERCIAL PART OF BID**

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

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

6.2 **CLARIFICATION & ADDITIONAL INFORMATION:**

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

6.2 **TECHNO-COMMERCIAL DISCUSSIONS:**

- 6.3.1 Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation.
- 6.3.2 Techno-commercial discussions with bidder shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussions shall produce authorization from his organization to attend the discussions and

sign the minutes of meeting on behalf of his organization. The authorized representatives must be competent and empowered to settle all technical and commercial issues.

6.4 BID EVALUATION CRITERIA:

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

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

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

6.4.4 REJECTION CRITERIA:

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

- I. Firm Price
- II. Scope of Work
- III. Price Schedule / Schedule of rates
- IV. Contract period
- V. Period of Validity of Bid
- VI. Price Reduction Schedule
- VII. Arbitration / Resolution of Dispute
- VIII. Force Majeure
- IX. Applicable Laws
- X. Clauses no.6.4.2 and 6.6 of instruction to bidders.
- XI. Any other condition / clauses mentioned in the tender documents.
- XII. Penalty/Compensation for delay
- XIII. Defect Liability period
- XIV. Termination
- XV. Time schedule
- XVI. Validity of quoted rates for 12 months subject to escalation of diesel rates.

6.4.5 GUIDELINES FOR SCRUTINY/COMPARISON OF BIDS:-

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

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

If after evaluation, such bidder is found to be the lowest evaluated bidder, the rates for the missing item shall be considered as included in quoted bid price. If the estimated price impact of the unquoted items is more than 10% of the bidder's quoted price, the above provision shall not be applicable and such bid shall be rejected.

ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

In items rate contract where the quoted rates for the items exceed 150% 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.

6.4.6 DETERMINATION OF RESPONSIVENESS:

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

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

6.4.8 UNSOLICITED POST BIDDING MODIFICATIONS:

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

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

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

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

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

6.4.13 MECHANIZED CONSTRUCTION:

- i) Bidder shall furnish construction methodology based on mechanized construction techniques for execution of work along with details of plant & machinery to be deployed. The bidder shall assess the number and type of plant and machinery for the scope of work and the completion schedule.

- ii) Bidder will deploy the required numbers and types of plant & machinery applicable for different activities in consultation with the Engineer-In-Charge after award and during execution of work with respect to actual mobilization required.

6.5 OPENING OF PRICE PART OF BID:

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

6.6 EVALUATION OF PRICE PART:

The “Schedule of Rates” quoted by the bidder shall be taken up for evaluation on overall basis on part wise. Price bids containing additional qualifications not mentioned in Techno-Commercial part of the bid shall be summarily rejected.

6.8 PROCESS TO BE CONFIDENTIAL:

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

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

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

7.0 AWARD OF WORK AND CONTRACT DOCUMENT:

7.1 AWARD OF WORK:

- 7.1.1 The bidder whose bid is accepted by BCPL shall be issued Letter of Intent / fax of Intent (LOI/FOI) prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the LOI / FOI.
- 7.1.2 BCPL shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards non acceptance of their bids. Except for refund of EMD to unsuccessful bidder, BCPL shall correspond only with the successful bidders.

7.2 CONTRACT DOCUMENT:

- 7.2.1 The successful bidder shall be required to execute a formal agreement in accordance with the ‘Form of Contract’ (Annexed to General Condition of Contract (GCC)), within 10 days of receipt of LOI/FOI/Detailed Letter of Award specified period.
- 7.2.2 Contract Documents to be signed between BCPL & selected bidder shall consist of the following:
 - i) Agreement on stamp paper of appropriate value.
 - ii) Letter of Intent / Fax of Intent
 - iii) Detailed letter of award / acceptance along with agreed variation and other enclosures.
 - iv) Original bidding document along with set of drawings
 - v) Addendum/Corrigendum issued to bidder, if any.
- 7.2.3 Stamp paper of appropriate value shall be provided by the successful bidder after ascertaining its value.
- 7.2.4 The statement of Agreed variation prepared based on the deviation if any, finally retained by the bidder and accepted by BCPL, shall form part of detailed letter of award.

PART-A

SPECIAL CONDITIONS OF THE CONTRACT

DESCRIPTION:

NAME OF WORK: HIRING OF TRANSPORTATION OF OFFICE FURNITURE, DOCUMENTS ETC. FROM BCPL NOIDA OFFICE TO BCPL-LEPETKATA, DIBRUGARH.

TENDER NO: BCPL/DIB/C&P/SER/20130154/BB

1.0 GENERAL:

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5 The intending bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

2.0 LOCATION:

From BCPL Noida office to BCPL, Lepetkata, Dibrugarh, Assam.

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

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

The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing,

rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

5.0 TERMS OF PAYMENT:

Payment terms are specified in SCC Part B.

6.0 EARNEST MONEY (If any):

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

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the OWNER on the Earnest Money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of (6) SIX MONTHS from the date of opening of tender.

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

NOT APPLICABLE IN THIS TENDER.

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

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

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

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

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

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

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

9.0 SECURITY DEPOSIT:

NOT APPLICABLE.

10.0 TECHNICAL SPECIFICATION:

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

11.0 MEASUREMENT OF WORK:

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

12.0 DEFECT LIABILITY PERIOD:

NOT APPLICABLE.

13.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

14.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

15.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

16.0 MISCELLANEOUS:

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

17.0 SUBMISSION OF TENDER DOCUMENTS:

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

18.00 SCHEDULE OF RATES:

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

19.00 TERMINATION OF CONTRACT:

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

20.00 CONTRACT AGREEMENT:

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

21.00 SUPERVISION OF WORK:

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

22.00 CLEARANCE OF SITE:

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

23. ADHERENCE TO SAFETY REGULATIONS:

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

24.00 NUISANCE:

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

25.00 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

26.0 CARE OF WORKS:

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

27.0 DEFENCE OF SUITS:

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

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

- a. The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- b. The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.

28.1 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.

The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.

28.2 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.

28.3 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.

28.4 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

28.5 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.

28.6 All personnel deployed by the contractor should be on the rolls of the contractor.

- 28.7 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 28.8 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.
- 28.9 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 28.10 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 28.11 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 28.12 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 28.13 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 28.14 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 28.15 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 28.16 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 28.17 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 28.18 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 28.19 All types of transport connected with the work shall be in the scope of the contractor.
- 28.20 Suitable site office space may be provided by BPC, BCPL if required and available.
- 28.21 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 28.22 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 28.23 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 28.24 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.

28.25 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

29 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

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

30 ARBITRATION CLAUSE:

- 30.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 30.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 30.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.
- 30.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
- 30.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.
- 30.6 The venue of arbitration shall be Guwahati.
- 30.7 The award of the Arbitrator shall be final and binding on both the parties.
- 30.8 Subject to aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

31 JURISDICTION:

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

32 PRICE PREFERENCE:

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

33 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 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

- 34.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises.
- 34.2 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.
- 34.3 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.
- 34.4 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 sublet or assign any work in part or whole to any firm, individual, partnership firm, Pvt. Ltd., Company, Proprietorship firm etc without the prior written permission of BCPL. In case the contractor sublets or assigns the contract in part or whole without the prior written permission of BCPL and any claim referred by any firm / individual to BCPL stating that the main contractor has not paid his or their dues/ payments, in that circumstances, BCPL shall without assigning any reasons, withhold from the payments of contractor, the amount equivalent to the claim amount of sub-contractor/ individual/ vendor (s) etc. The same shall be released to the contractor after contractor and labour/ supplier/ sub-contractor jointly submits a joint written settlement to BCPL.

36.00 AFFIDAVIT:

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

37.0 PF REGISTRATION (if applicable):

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

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

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

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

39.2 Violation as above resulting in:

39.3 Any physical injury, a penalty of 0.5% of the contract value (maximum of ` 2, 00,000.00) per injury in addition to ` 5,000.00 as in para 40.1.

39.4 Fatal accident, a penalty of 1% of the contract value (maximum of ` 10, 00,000.00) per fatality is addition to ` 5,000.00 as in para 40.1.

40.0 PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- iv) 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.
- v) The quoted prices against various items shall valid in case of splitting of quantities of the items as above.
- vi) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - c) 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.
 - d) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regards.

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

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

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

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

41.0 PRICE REDUCTION SCHEDULE:

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

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

PART B

SPECIAL CONDITIONS OF THE CONTRACT

NAME OF WORK: HIRING OF TRANSPORTATION OF OFFICE FURNITURE, DOCUMENTS ETC. FROM BCPL NOIDA OFFICE TO BCPL-LEPETKATA, DIBRUGARH.

TENDER NO: BCPL/DIB/C&P/SER/20130154/BB

GENERAL

The special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires. Where any clause, sub-clause, etc. of the General Condition of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail. 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. The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions 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 specifications.

1.0 NAME OF THE JOB:

Hiring of transportation of office furniture and documents etc. from BCPL Noida office to BCPL-Lepetkata, Dibrugarh.

2.0 Bidder must be a registered commercial transporter (Truck/trailer) dealing in inter-state transportation of goods. In support to the above, a document (transport license, trade license etc) duly notarized should be submitted along with Tender.

3.0 SCOPE OF WORK:

Packing, Loading and transportation of office furniture, documents etc. from BCPL Noida to BCPL, Lepetkata, Dibrugarh, Assam.

The material is to be collected for transportation from BCPL Noida office:
Brahmaputra Cracker and Polymer Limited
(A Govt. of India Enterprise)
GTI, Plot no. 24, Sector-16 A
NOIDA-201301 (U.P.)
Contact Person: Sh. AK Sharma, Manager (C&P), Mob: +91 9899851178

The material is to be delivered at BCPL Lepetkata:
Brahmaputra Cracker and Polymer Limited
(A Govt. of India Enterprise)
Central Ware House
PO Lepetkata
Dibrugarh – 786006, Assam
Contact person: Sh. Arunjyoti Dutta, Dy. Manager (C&P), Mob: +91 9435736432
Sh. Bhaskar Barman, Sr. Officer (C&P), Mob: +91 9954195756

Bidders to quote their rates only after inspecting the quantum of office furniture, documents etc. to be packed, loaded and transported. Bidders can inspect the material in the BCPL Noida Office from 11:00 AM to 16:00 PM in all working days.

4.0 PRICE BASIS:

The bidder to quote their rates on door to door delivery basis. Transshipment of material is not permitted. The quoted rates should be inclusive of all taxes & duties, levies, octroi etc. except service tax and education cess there on which shall be paid extra at actual against documentary evidence. The bidder to indicate the prevailing rate of service tax in the designated place at Schedule of rates (SOR).

Loading the consignment at BCPL's Location as per the requirement of the Company Transporters may please take into account all clauses under special conditions of the contract while quoting. Road Tax, Entry Tax, Goods Tax, RTO Tax, toll charges as applicable and all other taxes / levies, surcharges, that are / may be imposed during contract period by any Central / state / municipal / local or other bodies. All incidental / Miscellaneous expenses, which are required to be incurred in order to discharge the contractual obligations, like multi-point delivery in a single Truck load etc.

5.0 TRANSIT INSURANCE:

Transit insurance shall be arranged by owner (BCPL).

6.0 ROAD PERMIT:

Road permit to enable transporter to enter Assam state shall be provided by owner (BCPL).

7.0 DECLARATION LETTER:

Declaration letter with Material list shall be provided by BCPL to the effect that used office furniture and documents is getting shifted from BCPL Noida office to BCPL Lepetkata plant site and is not for sale.

8.0 ESCALATION CLAUSE:

Not Applicable in this Tender

9.0 QUANTITY:

It shall be the responsibility of the Transporter to ensure that the weight and volume of the goods loaded for consignment in the vehicle is within the permissible limits prescribed by the RTO Registration book and the RTO rules and regulations prevailing in various states from time to time. The Transporter shall solely be responsible and bear the loss and damage, If suffered, by BCPL on

account of violation and / or breach of weight and volume limits prescribed in the RTO registration book. BCPL shall not be liable to pay any detention or any other charges or hire charges in respect of those vehicles that do not conform to the specifications prescribed in the RTO registration book.

10.0 PAYMENT TERMS:

No advance payment shall be made to the transporter by BCPL. The payment shall be made within 15 days from the date of receipt of complete and clear bills together with GR / LR (Driver Copy) duly endorsed at the back in original by the receiving warehouse / customer on certification by Engineer-In-Charge. T.D.S will be applicable on all the payments as per the IT Rules prevailing at the time of payment.

11.0 LOADING /TRANSSHIPMENT:

- i) Trans-shipment of consignment during transit is strictly prohibited. The LD charges for such cases shall be applicable after expiry of Transit time Plus 48 Hours (grace period for completing statutory formalities). Any financial loss arising during transit due to loading/unloading/ stacking etc or any other reasons other than the natural calamities such as earthquake, cyclone, floods and lightning, civil commotion or riots, shall be recovered from the transporter.
- ii) It shall be the responsibility of the transporter under such circumstances to ensure safe & timely delivery of material.
- iii) It will be essential that the transporter get the names, addresses, designations and signatures of their authorized representative (s) duly registered in advance with BCPL and only the signatures of such authorized representative (s) shall be indicated on the GR / LR of the carrier for loading of the office furniture at BCPL premises. Any loss/damage of furniture/documents issued on the basis of GR / LR signed by the authorized representative of the transporter will be at the risk & cost of the transporter only subject to Clause 11(iv).
- iv) The transporter and it's Labour contractor shall comply with all the statutory requirements as stipulated in various activities connected with the hiring of services of the contract Labour deployed by him for loading. The transporter shall be solely responsible for non-compliance with any such statutory requirements. BCPL shall not have any liability on account of Labour deployed by the transporter/ contractor. Transporter will be responsible for providing adequate number of labourers at each warehouse/ location for loading. Any losses or damages caused by transporter/contractor's labourers shall be recovered from transporter's bills.

12.0 TRANSIT TIME & DELIVERY

- i) **Transit Time:** The maximum acceptable delivery period (Transit Time) is 20 days.
The consignment entrusted to the transporter must be delivered & stacked at destination warehouse/ installations assigned as per GR / LR Note, within the maximum permissible transit period (excluding holidays, if they fall at the due delivery date). The delivery period (Transit Time) will be calculated from the next date of invoice to date of delivery. Any delay in the delivery beyond the permissible transit period will attract late delivery penalty @ Rs 2000 Per Day. If the date of receipt falls on Sunday / closed holidays / local holiday (as per the declaration submitted by the respective Branch / Zonal office) the next day will be treated as reporting day and no delay penalty/ detention will be applicable for that day.
- ii) **Endorsement:** At the destination, the concerned representative of the Company/ Customer must be contacted and endorsement on Driver's Copy of GR / LR should be obtained from the concerned warehouse in-charge soon after unloading/ stacking of the consignment.
- iii) **Documentation:** Total quantity as mentioned in documents must be delivered at one time and not in installments. In case of shortage/ damage noticed at the time of unloading, the same

has to be clearly mentioned and signed by the receiving person i.e site representative and the document to be submitted along-with the freight bills.

- iv) **Safety:** The transporter shall be solely responsible for the conduct and any act of negligence by him or his crew (Driver/ Cleaner etc). Any consequences arising out of negligence, including loss/ damage to the consignment property of BCPL arising out of such negligence shall be borne by the transporter.

13.0 TRANSIT INSURANCE/ INSURANCE OF VEHICLE AND CARGO FOR DISPATCH

- i) BCPL will arrange for an appropriate transit insurance policy. Necessary information shall be timely provided to the underwriter prior to commencement of each trip.
- ii) **LOSS OF OFFICE FURNITURE AND DOCUMENTS IN FULL/ PART DUE TO AN ACCIDENT/ THEFT/ ETC. IN TRANSIT :**
In case of Accident/ Theft etc. Loss of office furniture and documents in transit the transporter will initiate necessary action and it is in the interest of the transporter to familiarize himself with the all procedures etc of Insurance company & BCPL prior to the commencement of this agreement. Transporter will be responsible for providing fit Truck to salvage the product from the accidental Tanker/ site at it's own cost. It will be the responsibility of the transporter to prove that the loss is due to an accident/ theft, duly supported by Police FIR/ POLICE PANCHNAMA, (in original) & the final investigation report, photo graph of the incident and spot survey by the authorized surveyor of nominated insurance company.
- iii) The transporter shall send the intimation of the accident and loss in transit by telegram/ fax/ e-mail to the Engineer-In-charge at BCPL's Project Group and a copy to the destination office. This should be intimated immediately but not later than two days from the date of accident. If such intimation is not received within above period, or within 2 days from the allowed transit time whichever is earlier, the company will immediately proceed ahead for recovery of appropriate value of the losses as mentioned above. However, the transporter shall take necessary steps to minimize the losses and complete the procedure of documentation for full recovery of insurance claim. Final decision on this issue including termination of the contract shall be taken by the company, which shall be binding, on the contractor/Transporter.
- iv) BCPL will also be entitled to compute the amount of loss suffered by BCPL /Customer / Consignment Stockiest and entitled to be reimbursed from the transporter and decision & determination by BCPL or its authorized representative as to the reasons for such loss or as to the existence of any acts or events such as riots, civil commotion or natural calamities as prescribed shall be final and binding on the transporter and shall not be questioned in any court of Law or arbitration or otherwise and the transporter do hereby irrevocably authorize BCPL to set off and adjust such loss or damage against the pending payments to the transporter and in the event of shortfall therein, the transporter shall immediately upon a demand raised by BCPL, pay the same to BCPL without demur or objection.
- v) **Damages/** Losses on account of damage/ pilferage/ tampering of transported material l due to above reasons shall be recovered from the transporter's bills.

14.0 LOSS OF ORIGINAL DOCUMENTS

LOSS OF ANY OTHER STATUTORY DOCUMENTS: Any financial loss resulting out of loss of statutory documents by the Transporter in transit or otherwise would be recovered from the Transporter.

15.0 SUBMISSION OF BILLS & PAYMENT:

- i) The transporter should obtain the “Receipt Details” from BCPL Warehouse In-charge only on the “**Driver Copy**” of the GR / LR.
- ii) Transporters shall take all necessary steps / actions to equip themselves to undertake all financial transactions thru E-banking or as desired by BCPL.

15.0 LABOUR LEGISLATION AND OTHER ENACTMENTS:

- i) The contractor shall strictly follow and abide by the rules and regulations of Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central/ State legislation's and orders, rules and regulation of Central/ State Government and other authorities. The contractor agrees to indemnify and hold BCPL and its employee's harmless for/ against any loss, expenditure and claims penalty etc., of whatsoever nature to the BCPL. in this regard due to the non-fulfillment of the obligations and violation by the contractor.
- ii) Registration with Labor Commissioner: If necessary, the Contractor shall be required to register with Labor Authority of appropriate Government having jurisdiction as per "Contract Labor Rules 1971", or any other labor rules/ regulations/ laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. The Contractor shall comply with all the applicable Labor Laws.
- iii) The contractor will be fully responsible for any and all disputes arising out of any Labor act, Motor vehicles act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act etc., and will settle the same at his own. It is the responsibility of the contractor to pay the driver/ any employee as per labour law/ Payment of Wages Act in force and in case of failure of any claims, contractor is personally responsible.
- iv) The contractor must indemnify the BCPL. its employees against any liquidated damages incurred as the principal employer for any failure of contractor to honor the various Central/ State/ Local self-body laws/ enactment's in this respect.
- v) The Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.
- vi) The Contractor shall undertake to indemnify BCPL against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act", "Personnel Injury", "Company Insurance Act", "E.S.I. Act", "Fatal Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Linked Insurance Scheme" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract.
- vii) Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold BCPL harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against BCPL arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act or rule framed there under. The Contractor shall indemnify BCPL against all losses or damages caused to it on account of acts of the personnel deployed by him.

- viii) The contractor will be required to observe and fulfill all the obligations under various enactments' applicable to the nature of job performed by the contractor under the contract.

16.0 TAXES & DUTIES:

The contractor shall pay all the taxes corporate tax, Income Tax, Sales Tax and any/or any other taxes levied by Central/State or any other authorities. However, BCPL. will deduct standard recovery towards the Income Tax . In case Service Tax is applicable for the Tendered Work, Contractor shall claim the Service Tax indicating rate of abatement/deduction allowed as per "Service Tax Act" from the 1st Invoice itself. Contractor providing taxable service shall issue an Cenvatable Invoice which is signed, serially numbered, and shall contain the following:

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

Payments to Service Provider for claiming Service Tax amount will be made provided the above formalities are fulfilled. In case of statutory variation in Service Tax during currency of the contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / statutory variation in Service Tax, should be raised within two [02] month from the date of issue of 'Government Notification' for payment of differential Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears. As per the Reverse

Charge Mechanism, Service Tax shall be applicable on abated value. Invoice shall be raised by the Service Provider considering abated value & shall be payable by the Service Recipient, as per the present Service Tax Act/Rule. In case of change in Service Tax Law, the same shall be applicable.

NO DEVIATION CERTIFICATE

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

Dear Sir,

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

NAME : _____

BIDDER'S NAME : _____

COMPANY SEAL : _____

GENERAL CONDITIONS OF CONTRACT (GCC)
Wherever written as “GAIL” in GCC should be read as “BCPL”

(ATTACHED SEPARATELY)

SCHEDULE OF RATE (UNPRICED PART)

**HIRING OF TRANSPORTATION OF OFFICE FURNITURE, DOCUMENTS
ETC FROM BCPL NOIDA OFFICE TO BCPL-LEPETKATA, DIBRUGARH.**

TENDER NO.: BCPL/DIB/C&P/SER/20130154/BB**HIRING OF TRANSPORTATION OF OFFICE FURNITURE, DOCUMENTS ETC FROM BCPL NOIDA OFFICE TO BCPL-LEPETKATA, DIBRUGARH.**

Sl. No.	Description	Unit	Qty.	Total Amount (Rs.)
1.	Collection, Packing, Loading and transportation of office furniture, documents etc. from BCPL Noida to BCPL, Lepetkata as per scope of work and Special Conditions of Contract mentioned in the tender document & as per instructions of Engineer-In-Charge.	Lumsum	01	DO NOT QUOTE
	Percentage of Service Tax & Education Cess there on			DO NOT QUOTE
	Amount of Service Tax & Education Cess there on			DO NOT QUOTE
	TOTAL AMOUNT INCLUSIVE OF ALL TAXES, DUTIES			DO NOT QUOTE

(In Words DO NOT QUOTE _____)

Note :**1. Evaluation of bids:**

- a) The evaluation of L-1 bidder shall be the overall lowest rate quoted inclusive of all charges, taxes, duties etc. including service tax and cess thereon.
- b) Bidder must be a registered commercial transporter (Truck/trailer) dealing in inter-state transportation of goods. In support to the above, a document (transport license, trade license etc) duly notarized should be submitted in support with the BEC.

2. Bidders to quote their rates only after inspecting the quantum of office furniture to be packed, loaded and transported. Bidders can inspect the material in the BCPL Noida Office from 11:00 AM to 16:00 PM in all working days.
3. The Rate quoted by the bidder shall be inclusive of all taxes, duties, levies excluding Service Tax and Education Cess thereon. The bidder is required to mention the applicable rate of Service Tax and cess thereon, separately in the SOR as on the final due date of bid submission for evaluation and award purpose. Service Tax and Cess thereon shall be paid as per the rate mentioned by the bidder in their offer maximum to the applicable rate. In the event of statutory variation on account of Service Tax and cess thereon within the contract period (except variation on account of turnover), the same shall be to BCPL's account against documentary evidence. In case bidder does not mention the service tax and also does not give any proof for the exemption from service tax then the rates so quoted shall be considered as inclusive of full rate of service tax (without abetment).

SIGNATURE: _____

NAME &: DESIGNATION _____

SEAL : _____

PLACE : _____

DATE : _____

SCHEDULE OF RATE (PRICED PART)

**HIRING OF TRANSPORTATION OF OFFICE FURNITURE, DOCUMENTS
ETC FROM BCPL NOIDA OFFICE TO BCPL-LEPETKATA, DIBRUGARH.**

TENDER NO.: BCPL/DIB/C&P/SER/20130154/BB

HIRING OF TRANSPORTATION OF OFFICE FURNITURE, DOCUMENTS ETC FROM BCPL NOIDA OFFICE TO BCPL-LEPETKATA, DIBRUGARH.

Sl. No.	Description	Unit	Qty.	Total Amount (Rs.)
1.	Collection, Packing, Loading and transportation of office furniture, documents etc. from BCPL Noida to BCPL, Lepetkata as per scope of work and Special Conditions of Contract mentioned in the tender document & as per instructions of Engineer-In-Charge.	Lumsum	01	
	Percentage of Service Tax & Education Cess there on			
	Amount of Service Tax & Education Cess there on			
	TOTAL AMOUNT INCLUSIVE OF ALL TAXES, DUTIES			

(In Words _____)

Note:

1. **Evaluation of bids:**

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SIGNATURE: _____

NAME &: DESIGNATION _____

SEAL : _____

PLACE : _____

DATE : _____