



BRAHMAPUTRA CRACKER AND POLYMER LIMITED
[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150242/AR

Date: 09.02.2016

To,

**SERVICE CONTRACT FOR TELECOM SUPPORT SERVICE (AMC) FOR BCPL
LAKWA PLANT, SIVASAGAR COLONY, CISE COLONY AND LAKWA GUEST
HOUSE**

Prepared & Issued By
CONTRACTS AND PROCUREMENT DEPARTMENT
M/s. Brahma Putra Cracker & Polymer Ltd.
“Administrative Building”, Lepetkata,
BCPL-Project Site, P.O. Lepetkata
Dibrugarh, PIN – 786006 (Assam)
Tel# +91-373-2914609

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

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Regd. Office: Hotel Brahma Putra Ashok, MG Road, Guwahati-781001, Assam: Tel: 0361-2733554, 0361-2733556(Fax)
Project Site Office: Administrative Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam Tel: 0373-2914611/609/608/606/604/603/600, Fax: 0373-2371052(Fax)
Project Execution office: 3rdFloor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150242/AR

SERVICE CONTRACT FOR TELECOM SUPPORT SERVICE (AMC) FOR BCPL LAKWA PLANT, SIVASAGAR COLONY, CISF COLONY AND LAKWA GUEST HOUSE

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 01/03/2016

Date and time for opening of bids: 15.00 hrs (IST) on 01/03/2016

From:

To:

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

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CUT-OUT SLIP

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

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REQUEST FOR QUOTATION (RFQ)
PART - I

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system towards :

A)	NAME OF WORK	:	SERVICE CONTRACT FOR TELECOM SUPPORT SERVICE (AMC) FOR BCPL LAKWA PLANT, SIVASAGAR COLONY, CISF COLONY AND LAKWA GUEST HOUSE
B)	CONTRACT PERIOD	:	The contract period shall be valid for an initial period of 12 (Twelve) months which shall be reckoned from the mutually accepted date after issue of LOA and Party has to mobilize accordingly as per instruction of EIC.
C)	BIDDING DOCUMENT FEE (NON REFUNDABLE)	:	NA
D)	EARNEST MONEY DEPOSIT	:	Rs. 23000/- (in favour of “Brahmaputra Cracker & Polymer ltd.”, payable at Dibrugarh (Assam))
E)	PRE-BID CONFERENCE	:	AT. 15.00 Hrs on 15/02/2016, in ADMINISTRATIVE BUILDING BCPL office at Dibrugarh.
F)	DATE & TIME FOR RECEIPT OF BID	:	01/03/2016 up to 1430 hours (02:30 PM)
G)	DATE & TIME FOR OPENING OF BID	:	01/03/2016 at 1500 hours in the presence of bidder’s representatives if they present.
H)	PLACE & SUBMISSION OF BID	:	CONTRACTS & PROCUREMENT DEPARTMENT, ADMINISTRATIVE BUILDING, BCPL PROJECT SITE PO – BARBARUAH, LEPETKATA-786006 DIBRUGARH, ASSAM
<u>Exhibit A, Check list for submission of documents, ACKNOWLEDGEMENT CUM CONSENT LETTER must be filled up indicating entire details as enquired.</u>			

The complete bidding document is also available on the website of GAIL (www.gaitenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal.

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh, Assam. Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

*Micro and Small Enterprise shall be exempted from submission of EMD/Bid bond provided they are registered for the items they intend to quote against BCPL tender. Micro and Small Enterprise

documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant

Format of Bank Guarantee towards EMD is enclosed with tender.

1.0 SUBMISSION OF BIDS:

The Bid shall be submitted in the following manner in separately sealed envelopes (cut out slips) duly super scribed:

- a) PART – I : TECHNICAL AND UNPRICED COMMERCIAL PART**
- b) PART – II: PRICE PART**

PART – I of the bid shall contain the following:

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

PART II of the bid shall contain the following:

BIDDER SHALL FILL PRICE IN SCHEDULE OF PRICES. IN THIS PART OF BID, THE BIDDER SHALL NOT STIPULATE ANY CONDITIONS. THERE SHALL NOT BE ANY OVER WRITING.

2.0 BID EVALUATION CRITERIA (BEC):

2.1 TECHNICAL CRITERIA:

A) The bidder should have executed at least one AMC single work order for providing operation & maintenance services of telecom systems* in any Govt. Sector/PSUs/ reputed Pvt. Companies of basic order value not less than Rs. 5 Lakhs (Rupees Five lakhs only) in previous 07 Years reckoned from the last date of bid submission.

*The telecom systems defined above should or shall consist of at least five of the following communication systems/equipment: EPABX, FCBC, PA System, VHF/UHF System, Radio, UPS, FXO-FXS, FCD, OFC, Mux Wireless Communication Systems

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

Notarized copies of Work Order /Service orders set (including scope of work, SCC, SOR etc. which should be sufficient to ascertain experience) issued by client.

Notarized copies of Completion/Execution Certificate in respect of work/service order mentioned above and it should clearly contain the work/service order reference number, executed value and quantity, actual date of completion etc. Also, the completion certificate /Client Certificate must clearly indicate Full address of Client officer issuing the certificate

NOTE:

a) For running similar service contracts, if the actual executed value is equal to or more than the value indicated above as on un-priced bid opening date, the same shall also be considered as meeting the single order value criteria.

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

Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.

c) Bids of Joint Venture/ Consortium and sub-contracts are not acceptable.

d) For experience based on composite works: In case bidder has executed a composite work in a single contract which includes qualifying work stated above, then value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.

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

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

3.0 BIDS EVALUATION METHODOLOGY AND AWARD CRITERIA:

3.1 Bids would be evaluated on techno-commercially accepted overall lowest quoted bid basis.

3.2 The said job/service is splittable and hence job is to be awarded to MSME vendor in complete accordance with C&P procedure clause number 3.4(e).

BCPL reserves the right to complete the evaluation based on the details furnished without seeking any additional information. Therefore, bidders must ensure to submit the details in totality at the time of submission of the bid.

4.0 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 notarized by notary public with legible stamp towards the proof of meeting the Bid Evaluation Criteria (BEC) as stated above:

- **Duly Attested / Certified copies of all the BEC (clause 2.0) documents viz. Work Order(s), Execution/completion Certificate(s), Annexure – Z, Annual Report / Balance Sheet and Profit & Loss Account and other documents as mentioned in Exhibit ‘A’.**
- **Attested copy (i.e.) of partnership deed (in case of partnership firm) and power of attorney.**

OR

Affidavit of proprietorship and power of attorney in case of Proprietary firm

OR

Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) and power of attorney.

- **Attested copy of service tax registration certificate**
- **Attested copy of PAN Card.**
- **Affidavit (on non-judicial stamp paper) duly notarized, as per clause no. 38.2 of Special conditions of Contract Part–A.**
- **Attested copies of all the relevant documents in support of SSI, MSE unit.**
- **An undertaking (by the bidders who quotes by down loading the tender from web site) on their letter head stating that “The contents of the Tender Document have not been**

modified or altered by M/s (Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s (Name of the bidder) shall be liable for rejection”.

Bids complete in all respect must reach this office not later than 02.30 PM on the notified date of closing of the tender. Bidder who purchased the bids prior to Pre-bid will be given preference for queries & bidders should send the queries to the undersigned in email arajkhowa@bcplindia.co.in on or before 2 days before the pre-bid meeting.

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.

5.0 ORDER OF PRECEDENCE:

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

- a) SOR
- b) RFQ Covering Letter
- c) Instruction to Bidders
- d) Special conditions of contracts (Part B)
- e) Special conditions of contracts (Part A)
- f) General conditions of contracts

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

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

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

Amrisha Rajkhowa
Sr. Officer (Contracts & Procurement)

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.

EXHIBIT 'A'

TENDER NO: BCPL/DIB/C&P/SER/20150242/AR

CHECK LIST FOR SUBMISSION OF DOCUMENT & AGREED TERMS & CONDITIONS

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

S N	TENDER REQUIREMENT	BIDDER'S REPLY / CONFIRMATION
1	Compliance of Technical Criteria of Bid Evaluation Criteria (BEC)	
2	All documents in support of Technical Criteria (i.e, Work order & completion / execution certificate) of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessary be duly certified/attested by notary public with legible stamp.	
3	Compliance of Financial Criteria of Bid Evaluation Criteria (BEC)	

4	Bidder shall submit details of Financial Capability of bidder in the prescribed format (ANNEXURE – Z) duly signed & stamped by Chartered accountant . Further, copy of full audited annual financial statements submitted in bid shall be duly certified /attested by notary public with legible stamp.	NOT APPLICABLE
5	ACCEPTANCE OF EVALUATION & AWARD CRITERIA	ACCEPTED / NOT ACCEPTED
6	Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney. OR Affidavit of proprietorship and power of attorney in case of Proprietary firm OR Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) and power of attorney.	Reference of document furnished
7	An undertaking by the bidders (who quotes by down loading the tender from web site)	Reference of document furnished 1.
8	Attested copy of PAN Card (attested / notarized)	
9	Attested copy of Service tax registration certificate	
10	MSE / SSI certificate (attested / notarized) If applicable (Micro and Small Enterprise shall be exempted from submission of EMD/Bid Bond provided they are registered for the items they intend to quote against BCPL tender. The documentary evidence submitted by the bidder for MSME / NSIC registration shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant	SUBMITTED / NOT APPLICABLE Ref. No. & date _____ SC / ST MSE _____(YES / NO) EM enclosed (YES / NO)
11	No deviation confirmation in the proforma enclosed.	
12	Submitted the tender with no deviation in Scope of work, schedule of rate, SCC-B & Technical specification.	
13	Acceptance of security deposit term & payment term. NOTE – NO SECURITY DEPOSIT EXEMPTION FOR MSE, PSUs.	1) 2)

14	Acceptance of payment terms as mentioned in SCC	
15	Acceptance of delivery period / contract period in totality.	
16	EMD OF REQUISITE AMOUNT IS SUBMITTED IN THE FORM OF DD/BG FROM ANY SCHEDULED BANK AS MENTIONED IN RFQ.	EITHER DEMAND DRAFT DD NO. _____ DATED: _____ DRAWN ON: _____ OR BANK GUARANTEE BG NO. _____ DATED: _____ VALID UPTO: _____ (BG VALID UPTO 06 MONTHS FROM THE DUE DATE OF SUBMISSION OF BID)
17	VALIDITY OF OFFER IS UP TO THREE (03) MONTHS FROM THE DATE OF SUBMISSION OF TECHNO-COMMERCIAL PART. INCASE DATE OF OPENING EXTENDED, SUBSEQUENTLY BID VALIDITY EXTENDED ACCORDINGLY.	YES VALID UPTO: _____ AGREED: _____ -
18	ALL PAGES / DOCUMENTS ARE STAMPED AND SIGNED BY THE AUTHORIZED SIGNATORY OF THE BIDDER TOWARDS ACCEPTANCE OF TERMS AND CONDITIONS OF THE TENDER.	
19	COMPLETE BANK DETAILS:	
20	BIDDER'S CONTACT DETAILS: POSTAL ADDRESS: EMAIL: CONTACT PERSON: MOBILE: LANDLINE:	

Note:

Date:

Bidder's signature _____

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

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

SUBJECT: TENDER NO.: BCPL/C&P/DIB/SER/20150242/AR

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

(TENDER NO. BCPL/DIB/C&P/SER/20150242/AR)

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A. GENERAL

1. SCOPE OF BID

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

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

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

2. ELIGIBLE BIDDERS

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. BID EVALUATION CRITERIA

Please refer clause mentioned in RFQ.

4. ONE BID PER BIDDER

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

5. COST OF BIDDING

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

6. SITE VISIT

6.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and

entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

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

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

7.1. ABNORMALLY HIGH RATES (AHR)

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

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

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

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

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

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. CLARIFICATION OF BIDDING DOCUMENT

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written copies of BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten

days prior to the bid due date, the same is liable to be considered as no clarification/information required.

10. AMENDMENT OF BIDDING DOCUMENT

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

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

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

C. PREPARATION OF BIDS

11. LANGUAGE OF BID

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

12. DOCUMENTS COMPRISING THE BID

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

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

Part-I: Techno-commercial/Un-priced Bid, Original EMD and shall contain all the documents as per the RFQ.

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

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

Part-II price Bid

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

11. BID PRICES

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

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

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

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

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

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

13.7 Alternative bids shall not be considered.

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

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

14. BID CURRENCIES

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

15. BID VALIDITY

15.1 Bids shall be kept valid for 03 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.

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

16. BID SECURITY

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

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

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

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

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

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

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

16.7 The bid security may be forfeited:

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

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

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

17. PRE-BID MEETING

- 17.1 The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- 17.2 The bidder is requested to submit their queries of tender document through e-mail/ courier so as to reach BCPL on or before the Pre-bid meeting date. These questions shall be replied during the Pre-bid meeting.
- 17.3 Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

If the pre bid meeting date happens to be a Holiday/Sunday, the next working day will be considered as for pre-bid meeting.

18. FORMAT AND SIGNING OF BID

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

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

19. ZERO DEVIATION

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

20. E-PAYMENT

Applicable. Please provide bank details.

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. SEALING AND MARKING OF BIDS

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

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

Part II - Priced Bid

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

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

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

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

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

23. DEADLINE FOR SUBMISSION OF BIDS

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

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

24. LATE BIDS

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

25. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

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

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

E. BID OPENING AND EVALUATION

26. BID OPENING

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

27. PROCESS TO BE CONFIDENTIAL

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

28. CONTACTING THE EMPLOYER

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

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

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

A material deviation or reservation is one

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

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

30. CORRECTION OF ERRORS / 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.

31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS NOT APPLICABLE

32. EVALUATION AND COMPARISON OF BIDS

32.1 Bids shall be evaluated on overall basis and as per clause no. 2 of RFQ.

33 PREFERENCES FOR DOMESTIC BIDDERS NOT APPLICABLE

34. PURCHASE PREFERENCE

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

35. COMPENSATION FOR EXTENDED STAY

NOT APPLICABLE

F. AWARD OF CONTRACT

36. AWARD OF WORK

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

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

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

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

38. NOTIFICATION OF AWARD

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

38.2 Period of contract shall be counted from the date as mentioned in the LOI / Fax of Acceptance. The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause 39 of ITB.

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

39. SIGNING OF AGREEMENT

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

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

40. CONTRACT PERFORMANCE SECURITY

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

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

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

41. CORRUPT OR FRAUDULENT PRACTICES

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

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

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

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

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

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

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

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

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

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

42. MISC.

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

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

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

43. ERRANT BIDDER:

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

44. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

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

A.2 "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

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

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

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

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

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

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

45 Performance Rating & Evaluation:

BCPL follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of BCPL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and

contractors whose performance is not found satisfactory will be banned/put on holiday for future business with BCPL.

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

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

Very good

Good

Fair

Poor

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

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

F-15

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

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

Delay up to 24 weeks	10
More than 24 weeks	0

1.2QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY OF PERFORMANCE 20 Marks

A.FOR SUPPLIES:

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

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SPECIAL CONDITIONS OF THE CONTRACT

PART-A

1.0 GENERAL:

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

2.0 LOCATION:

BCPL, LEPETKATA, Dibrugarh, Assam.

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

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

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

5.0 TERMS OF PAYMENT:

Payment will normally be made within 30 days of submission of R.A. bills to Engineer-in-charge after applicable deduction of Income Tax and any other taxes and duties. Payment will be made at BCPL-Lepetkata 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. Necessary recoveries and all statutory deductions shall be made from the payments to the Contractor at the relevant rates [as per the norms, rules and regulations laid down by Government].

6.0 EARNEST MONEY:

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

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

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

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

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

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

Similarly, in case of Works Contract (involving both supply of material and services) Tax will be deducted at source by BCPL towards W.C. Tax at the rate applicable from time to time (presently 5%) and issue necessary certificate to this effect.

8.0 SECURITY DEPOSIT:

- 9.1 Security deposit @ 7.5% of contract value has to be deposited within ten days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.
- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.
- 9.3 Contractor can furnish the initial or total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.

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

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

- 11.1 The Contractor shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.
- 11.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost.
- 11.3 The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection work.
- 11.4 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carryout the necessary rectification at his own cost.
- 11.5 All results of inspection and tests will be recorded in the inspection reports, Proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents.
- 11.6 For materials supplied by Owner, Contractor shall carryout the tests, if required by the Engineer-in-Charge, and the cost of such tests shall be reimbursed by the owner at actual to the Contractor on production of documentary evidence. Contractor shall inspect carefully all equipment before receiving them from Owner for installation purposes. Any damage or defect noticed shall be brought to the notice of Engineer-in-Charge.
- 11.7 Inspection and acceptance of work shall not relieve the Contractor from any of his responsibilities under this Contract.

12.0 MEASUREMENT OF WORK:

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

13.0 DEFECT LIABILITY PERIOD:

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

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

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.0 SCHEDULE OF RATES:

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

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

21.0 COMPENSATION FOR DELAY:

No compensation for extended stay is payable to contractor.

22.0 TERMINATION OF CONTRACT:

As per GCC Clause no. 29.

23.0 CONTRACT AGREEMENT:

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

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

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

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

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

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.0 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

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

- 31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
- 31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 31.3 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, Ministry of Labor, Govt. of India, Dibrugarh.
- 31.4 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations.
- 31.4.1 The contractor shall discharge obligations as provided under various statutory enactments including the employee's provident fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
- 31.5 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month.
- 31.7 The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.

- 31.8 The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 31.9 All personnel deployed by the contractor should be on the rolls of the contractor.
- 31.10 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- 31.11 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to be strictly adhere to guidance, instruction when required.
- 31.12 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.
- 31.13 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- 31.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
- 31.15 All existing and amended safety / fire rules of BPC, BCPL are to be followed within the BPC plant or service center.
- 31.16 Contractor shall ensure payment of wages to the person employed and meet all statutory obligation of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- 31.17 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.
- 31.18 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 31.19 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 31.20 The contractor should submit a valid health check-up certificate of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed.
- 31.21 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 31.22 All types of transport connected with the work shall be in the scope of the contractor.
- 31.23 Suitable site office space may be provided by BPC, BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for undertaking the job.

- 31.25 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 31.28 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

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

33.0 ARBITRATION CLAUSE:

- 33.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 33.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 33.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.
- 33.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
- 33.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.

33.6 The venue of arbitration shall be Guwahati.

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

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

34.0 JURISDICTION:

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

35.0 PRICE PREFERENCE:

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

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

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

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

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

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

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:

37.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises.

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

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

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

38.1 SUB LETTING OF WORK:

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

38.2 AFFIDAVIT:

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

39 PF REGISTRATION:

Bidder should 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 or Confirmed That Pf Registration Certificate Shall Be Provided before Commencement of Work (If Awarded).

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

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

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

41.0 PUBLIC PROCUREMENT POLICY (PPP), 2012

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

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices

to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

The MSEs owned by SC/ST entrepreneurs shall mean:

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

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

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

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

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

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

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

42.0 PRICE REDUCTION SCHEDULE:

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

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

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 : _____

SPECIAL CONDITIONS OF CONTRACT PART-B

PART-B

PART-A: (I) INTRODUCTION:-

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

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

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

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

Other telecommunication system like EPABX for intercom services, CCTV system, plant communication system, VHF Walky-Talkie services, Wi-Fi, broad bands, BSNL WLL sets & P&T lines are also deployed for strengthening the Telecom Services in BCPL, Lakwa Plant.

(II) GENERAL INFORMATION:-

It is for annual maintenance of all telecom installations (existing & up-coming) for a period of 1 yr.(contract shall start tentatively from 1st Feb'2016) at BCPL-Lakwa & its surrounding places where connectivity exists and various types of co-ordination jobs are associated for over-all maintenance of all the systems installed for smooth operation & maintenance of Lakwa Plant. The "Special Conditions of Contract [SCC]" shall be read in conjunction with the "General Conditions of Contract [GCC]", "Schedule of Rates [SOR]", "Scope of Work & Technical Specifications" and any other document forming part of the Contract, wherever the context so requires. Notwithstanding, the sub-divisions of the Tender Documents into separate sections, each part shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so. Wherever

any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail. In case of any contradiction(s), the decision of the "Engineer-in-Charge [EIC]" will be final and binding on the Contractor.

PART- B: BRIEF OF TELECOMMUNICATION SYSTEM:-

I. Pipeline Communication system:-

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

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

II. Integrated Communication system:-

Integrated Communication Systems were installed at BCPL Lakwa; the communication Systems interconnects BCPL, Lakwa plant, Sivasagar Township, Chu Ka Fa Guest House Lakwa, CISF colony Lakwa & BCPL Lepetkata. Public address system has been installed in all units of BCPL Lakwa Plant. Public announcing system from MCR, FCR, CCR, and other control room to the field stations and vice versa are configured for operational ease. General call, General Alarm, Voice over Alarm etc. and other required features are configured for operational requirement.

Optical Fiber cable has been laid for interconnectivity of Central exchange units to other site Units and copper cable has been laid for connecting field stations from the respective Central exchange. Total 175 no of FCS (Field Call Station), 1 no OCS (Operator Call Station) were provisioned in Lakwa plant. In Lakwa, there are 08 no at CISF colony, 06 no at CISF barrack and 22 no at guest house are available. Other details of telecom equipment / systems installed at BCPL, Lakwa are as given below:

S/N	Equipment's	Location	Qnty
1	EPBAX – Ericson - MD 110	Lakwa Plant	1
2	EPBAX - Accord	Sivasagar Township	1
3	UPS-10+10KV- Hirel	Plant Lakwa	1
4	FCBC-25Amps - Elnova	Plant Lakwa	1
5	FCBC-25+25 Amps - Spectron	Sivasagar Township	1
6	FCBC-25+25 Amps – Amara Raja	Plant	1
7	Walky- Talkie	Plant/Township	21
8	Base Station	Plant/Township	7
9	Digital Phone	Plant	12
10	Digital Phone	Township	1
11	Analog Telephone Instrument	Plant/Township/CISF colony/GH	300
12	Flame Proof Phone	Plant	15
13	Weather Proof Phone	Plant	10
14	Cordless Phone -2 line	Plant/Township	8
15	Cordless Phone -1 line	Plant	1
16	cordless Phone -1 line	Township	1
17	Paging System	Plant	1
18	Speaker- Indore	Plant	8
19	Speaker-WP	Plant	16
20	Speaker-FP	Plant	10
21	2kv UPS	Plant/Township	5
22	1Kv UPS	CISF/GDT	2
23	Walky talkie	Plant/CISF colony	27
24	VHF Base Set	Plant/Township/CISF colony	11
25	Digital GPS Walky talkie	Plant/CISF colony	8
26	Digital GPS VHF Base Set	Plant	2
27	WI-FI System	Township	2
28	WI-FI Dongle	Township	6
29	V-Mux	Plant	4
30	FCD	Plant/Township	3
31	FXO&FXS	Plant/Township	6
32	FXO&FXS	Plant/Township	6
33	VoIP Phones	Lakwa Plant+Township	4
34	MUX	Plant/Township	2
35	Spectrum Analyzer	Plant	1
36	Function Generator	Plant	1
37	Cable fault Finder	Plant	1
38	Digital Multimeter	Plant	1
39	amplifier -Ahuja	Township	2
40	Microphone	Township	3
41	Microphone	Township	3
42	Cordless Microphone	Township	3
43	Mic Stand	Township	5
44	Mic table Stand	Township	1
45	Sony Music System	Township	1set
46	Amplifire	Plant/Township/CISF colony	4
47	Amplifire Box	Township/CISF colony	5
48	Channel Mixure	Township	1
49	Microphone	Township/CISF colony	5
50	Cordless Microphone	Township/CISF colony	4
51	Broadband Modem	Township	2

52	TDMA	Plant	1
53	DLC	Plant	1
54	WLL Phone	Plant	6
55	WLL Phone	Plant	1
56	PC	Plant	2
57	Opti Mux	Plant/Township	2
59	3G BTS	Plant	1
60	Analog Lines Available	Plant	192
61	Digital Lines Available	Plant	16
62	Analog Lines Available	Township	96
63	Digital Lines Available	Township	8
64	Tata Sky DTH	Plant/Township/CISF	13
65	Plant Communication Server	upcoming	
66	SDH Equipment	upcoming	
67	FCS	upcoming	
68	MCS	upcoming	
69	OCS	upcoming	

III. VHF Walky-Talkie Radio Sets:

17 no of hand held radio Walky-Talkie sets (Make- Motorola, model- GP 328), 11 no base stations(Make- Motorola, Model-GM950+) and 01 HF station are deployed in CISF, BCPL Lakwa, 08 no of GPS digital hand held radio Walky-Talkie sets (Make- Motorola, model- XiR P8268), 02 no base stations(Make- Motorola, Model-) out of which 10 no hand held radio Walky-Talkie sets and 01 base stations are deployed in GDU, Duliajan and remaining sets are deployed in Lepetkata for operational requirement.

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

IV.RF Radio Links for FXO & FXS System:

Wireless radio links are being used for point to point communication between Plant to CISF Colony & Plant To GDU Lakwa. These links are exclusively used for Voice Communication. Total 04 no of Radio are operational in BCPL Lakwa plant, working in frequency band are 2GHz and 5 GHz. 4 no Radio are Motorola make & 4 no are Rockus.

V. Intercom Telephone Service:

Ericson MD 110 EPABX was installed and running at BCPL Lakwa. It caters intercom services in plant, administrative building, fire stations, control room, security gate, guest house, CISF barrack, CISF colony and BCPL Sivasagar colony through OFC link. Also this EPABX is being interconnected with BCPL Lepetkata and Duliajan EPABX system through OFC for data and voice connectivity.

The EPABX has got scalable features and at present capacity of the system is 3nos E1 PRI gateway as Trunk interface, 175 analog lines, 10 no Digital Lines and 16 no CO interface & 4port E&M interface with PA system. Based on additional requirement the system will be upgraded in due course of time.

Copper cable has been laid all around the BCPL plant for extending intercom facility to the various office building and process units. Another Accord EPABX installed at BCPL Township, Laxmi Nagar, Sivasagar. The EPABX has got accessible features and at present capacity of the system is 96 analog lines, 01 no Digital and 08 no CO interface, 01 no E1 PRI gateway as Trunk interface.

VI.CCTV surveillance System: UPCOMING

VII. BSNL WLL services:

WLL handsets are being subscribed in BCPL as an alternative of P&T Telephones. Total 06 no of WLL connections have been taken and these are installed in various office premises inside the plant and colony.

In addition to the BSNL WLL services a few no broadband connections have been subscribed for internet data usage.

PART C: SPECIAL CONDITION OF CONTRACT:

1. GENERAL

- i. The Special Conditions of Contract shall be read in conjunction with the General Conditions of contract, Schedule of rates, BEC, specifications, drawings and any other documents forming part of contract whatsoever context so requires.
- ii. Where any portion of the General Condition Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- iii. Wherever it is mentioned in the specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- iv. The intending Bidder shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be

considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.

- v. The work executed shall be to the satisfaction of Engineer In-Charge/ OWNER and contract rates shall include any Incidental and Contingent works charges so as to compete the work in all respect in prompt, efficient and workman like manner.

2. SITE INFORMATION:

It is understood that before quoting the rates; the contractor has to be visited the Work site and acquainted himself fully with the nature and quantum of the Job to be carried out by him. Ignorance of this will not be considered after award of work. The contractor will be responsible to complete the entire job in all respect and any of the work necessary to complete job through specifically not covered in the scope of work & Technical Specifications.

2.2 Normally the job shall be carried out at the following places

- C2+ Recovery Plant, Lakwa,
- Guest house, Lakwa,
- CISF colony, Lakwa,
- CISF Barrack, Lakwa,
- BCPL Township, Sivasagar
- BSNL's PoP at Lakwa,
- BSNL's PoP at Nazira,
- BSNL's PoP at Laxminagar,
- BSNL's PoP at Sibsagar,
- BSNL's PoP at Jorhat,
- Airtel's PoP at Simulguri / Sonari.
- Wi-Max Pop at Nazira/Jorhat.
- BCPL's Pop at Lepetkata

3. DEFINITIONS:

- 3.1 The expression "Vendor / Contractor / Bidder" shall mean the Agency Selected by the employer for the execution of the subject work and shall Include the legal heirs, successors and permitted assignees of the said Agency.
- 3.2 The "Engineer-in-Charge" shall mean the personnel of M/s BCPL, Who is deputed as In-charge for this Contract and shall include any Person acting as in-charge on his behalf.

3.3 The "Authorized Representative" shall mean any personnel of M/s BCPL, authorized to administer the said contract as per laid down terms and conditions.

4. SERVICE JURISDICTION:

Jurisdiction of Telecom operation and maintenance services shall be primarily in all plant Units, process units, SV stations, CISF and residential township of BCPL & CISF and Other sites. At present BCPL plant units are located at Lepetkata, Lakwa, and 04 SV stations along Lepetkata-Lakwa Pipeline, Naphtha Dispatch Terminal.

LEPETKATA:

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

LAKWA:

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

5. PERIOD OF CONTRACT:

The contract period shall be valid for an initial period of 12 (Twelve) months as will be mentioned in work order possibly w.e.f. 01-Feb-2016 for next 12 months Based upon the performance of the contractor and the requirement of the plant, The Contract may further be extended for a period of maximum three months on same rates, terms and conditions at the sole discretion of BCPL.

However, contractor shall not have any claim for revision of quoted rates in this regard for the extended period of the contract & invariably will have to bear the rate as per RLC's revised circulars / guidelines during the entire extended period.

6. PRE BID:

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

7. EVALUATION METHODOLOGY OF PRICE BIDS:

- a)** Price bid of techno commercial acceptable bidder shall be evaluated on overall basis.
- b)** The bidder shall quote the rate strictly as per SOR after careful analysis of cost involved for the performance of the complete item considering all specifications and conditions of contract and shall ensure minimum statutory payment throughout the contract period.
- c)** In case it is observed that the rates quoted by the bidder for any statutory item is low and accordingly their quoted overall price are lower than RLC rates so as not fulfilling minimum statutory payment criteria for entire period of contract, it will be sufficient causes for the rejection of such bid.
- d)** Therefore, bidder is requested not to quote their price unusually lower and their quoted price should not be less than minimum wages applicable during contract period + PF @13.61% + Bonus @ 8.33% + insurance @ 4.75% + HRA @10% + death gratuity @ 4.81% + Uniform + Safety kit @ 6% + @15% OH, contract margin & supervisory charges + works at high rise structure @ 10%, + Tool Bag + Annual Occupational Health Check-Up to be computed by the bidder per month for highly skilled & skilled service assistance expect service tax as per RLC rates of that particular period. Similarly bidder will calculate projected RLC rates for the entire 1 yr period of the contract keeping probable escalation provision @5% on 01-Apr & @1.10% on 01-Oct as mentioned under clauses at 8(h).
- e)** In case there is a tie among two or more bidders for L1 price, then the bidder whose executed value of similar work is more, shall be considered for award of contract.
- f)** For the purpose of evaluation of bid, total amount of SOR items based on the
- g)** Estimated quantity of one year (as indicated in SOR) shall be considered.
- h)** Any deviation from the terms and conditions in the tender may result in the bid being summarily rejected.

8. PRICE BASIS

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

minimum wages payable against different category of manpower assistance services deployed under the subject contract.

- b)** In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take into their account this liability while quoting service charges. BCPL will have no responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor.
- c)** The rates should be quoted as per the schedule of rates as enclosed.
- d)** Bidders are advised in their own interest to visit office/site and ascertain the conditions and quantum of work before quoting.
- e)** Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax to be charged.
- f)** The services not provided during the month against each category shall be recovered proportionately on pro-rata basis for particular category from the monthly bills of the contractor.
- g)** The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full, in accordance with the Terms & Conditions of the Bid documents.
- h)** Price Inclusions:- As mentioned in Sl. No.- 5, 7, 9, 18 & 19 the relevant components must be included in the price quoted by bidder in addition to all other statutory liabilities, components & payments as per Labor Law, Factories Law, Laws Covering C2+ Recovery /LPG Plant / Chemical Plant / Hazardous Work Areas / etc, which are not specifically mentioned & covered herein. Similar scope of payment & expenditure must be kept in quoted price without imparting any additional financial liabilities to BCPL during the 1yr contract period. Also any other overheads, contractor's expenses, supervisory charges, contractor's profit, taxes & duties, Govt. payments & fees if any, etc to be included in the price bid. Provision of safety shoes has to be kept in price bid & the deputed manpower will not be allowed & simply will be denied entry inside the plant without safety shoes & protective cotton clothes.

9. MOBILIZATION PERIOD

Transportation to-from for above places only from C2+ Recovery Plant-Lakwa for regular day-to-day work will be provided by BCPL, but, for daily commutation / to-fro journey at C2+ Recovery Plant, Lakwa from the residence/office of the deputed service support staff will be under the scope of the contractor/bidder. Hence as per this requirement the bidder / contractor must include this provision within his estimation/price without fail.

10. ENGINEER-IN-CHARGE'S STATUS

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

11. WORKING HOURS

Normal working hours will be from 8.00 A.M. to 4.30 P.M. in a day for general shift with a break of half an hour for lunch. Further services will required be carried out in case of exigencies. However working hours can be changed as per requirement of work as decided by EIC.

12. DELIVERABLES:

A. By BCPL:

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

B. By Contractor:

- Minimum 03 no manpower, 01 no highly skilled and 02 no skilled are require.

- Telecom Tool Kit consisting of Pliers, Wrenches, Screw Driver sets, Cable Cutter, Tester, Cable Stripper, RJ10 & RJ45 Crimping Tool, Digital Multi-meter, Krone Tools.
- Soldering Iron — de soldering Iron.

13. JOB EXECUTION AND RECORDING METHOD:

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

14. THE GENERAL REQUIREMENTS FOR ASSISTANCE:

- a. The contractor shall deploy the required number of qualified and experienced personnel to discharge the contractual obligations efficiently and manpower for operation & maintenance services deployed shall be well conversant with the hazardous industrial culture.
- b. The bidders should ensure that the personnel engaged by him under this contract should invariably be supervised by his supervisor/representative only.
- c. The bidders should ensure that the personnel engaged under this contract are in the roll of the contractor and should provide ID card to all who are engaged for executing this contract.
- d. The pattern of deployment of contractor's personnel should be exclusively for this contract or subject contract for availing the AMC/support services of telecom installations. The bidders should strictly adhere to the statutory norms while engaging manpower for executing these services as laid down in this contract.

15. QUALIFICATION AND EXPERIENCE OF CONTRACT PERSONNEL:

For smooth execution / day-to day operation & maintenance of the services contracted out herein / fault analysis of un-serviceable systems / troubleshooting of equipment's under sudden break-down / repairing of certain electronic cards in component level / identification of ICs, their nomenclature, soldering & de-

soldering of them / understanding & identification of color codes of resistances, capacitors, inductors & checking, replacing faulty components / understanding function of diode, transistors, IC, capacitor, resistance, modems, various analog & digital circuits and locating faulty components / understanding working knowledge of Microsoft Excel, Word & Other Software / having experience about color code of multi-pair telephone cable, AC-DC equipment's, it is required that the contractor must deploy telecom personnel skilled (min 02) & very highly skilled category (min 01) who has the appropriate qualification, experience & expertise as normally required under the norms followed and also meets the statutory requirements. **All the expertise required are mentioned at Scope of Work.** This is an indicative figure only depends upon previous requirements. However, service to deploy as per the actual service requirement. Minimum qualification require for i) Highly skilled – ITI (Telecom/Electronics/Electrical) with Six to Eight years' experience of same field and for ii) Skilled – ITI with three to five year experience (for without ITI, inline experience should not be less than five years) or The Highly skilled/ Skilled personnel deployed Diploma in Electronics & Communication Engineering /Electronics Engineering 3 yrs work experience in a Telecom / Fertilizer / Petrochemical / refinery / Chemical / Power/ hydrocarbon industry. as certify by the bidder considering the requirement of jobs mentioned in SOW for both post. Bidder has considered above in their offer and has to note that offer is based on 1 highly skilled and 2 skilled technician.

16. WORK PERMIT SYSTEM

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

17. QUALITY

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

18. GENERAL PRACTICE, DISCIPLINE AND CONDUCT

- a) Contractor shall ensure that cleanliness of the site, equipment and instruments is being maintained.
- b) All assistance workmen deployed by the contractor shall wear a standard uniform with badge indicating the name of contractor.

- c) All assistance workmen, contractor shall behave properly with BCPL's employees, for any kind of misbehave the person shall be removed from the site immediately.
- d) Contractor shall abide by all rules and regulations of safety practiced in BCPL.

19. IMPORTANT NOTES/POINTS TO BE TAKEN CARE DURING TENDERING PROCESS:-

- a) The payment must be in any case to follow at least the minimum wage rate of Regional Labor Commissioner's (RLC) directive, i.e. in other words, the wage rate issued from the office of RLC – Guwahati for region other than Guwahati in Assam state for the workers in category of telecom field for highly skilled & skilled type technicians must be followed.
- b) In addition to above the contractor should note that as per present practice & as per historical trend of wage-rate-circulars issued from RLC – Guwahati / ALC – Dibrugarh it is noted that since last several years the wage rates are revised twice every year, viz on 1stApr & 1stOct every year and as a trend over last several years and this time it is found that the escalation on 1st Apr & 1st Oct are appx. @ 5% & 1.10% respectively for wage rates in particularly telecom field outside Guwahati region. The bidder is required himself to do this historical trend analysis & must keep provision in his bid without any fail for all the up-coming escalations in future during the entire period of the contract as mentioned below.
- c) The contract will be for a period of 1 year, however, BCPL, at its own discretion can close / terminate the contract if requirement of such works as mentioned above in 8 become non-existent. So, as per historical record of wage-rate revision & escalation orders of RLC there may happen rate escalation on 01-Oct-2015, 01-April-2016 & 01-Oct-2016 until the end of the contract as per rate of increment of minimum wage as mentioned at above b).
- d) It is to mention that above trends of wage escalation @5% on every 01-Apr & @1.10% on every 01-Oct are purely analytical / historic /

statistical / indicative, and it may be found that in practical both rate & frequency of escalation may become more than the above trend as per financial parameters of the Govt of India / Ministry of Finance / Ministry of Labor / etc.

- e) Hence, in view of above, the bidder / contractor without fail strictly must keep such provisions in the contract & submitted tender accordingly to revise the wages as per frequency & rate of escalation as per RLC's directives issued time to time during the entire period of the contract. In SOR similar provisions for half-yearly basis have to be kept, but, in case local RLC revises rate on quarterly basis the contractor must pay accordingly & has to keep provision / space in his estimate in the tender without imposing additional financial claim to BCPL in the middle of the contract.
- f) It is to be noted by the bidder that in normal case if everything goes in order the payable wage for the initial 2 months of the contract i.e. from 01-Feb-2016 till 31-Mar-2016 expectedly according to the historical trend will be as per the latest available circulars of RLC – Guwahati w.e.f. 01-Oct-2015 for region outside Guwahati for telecomm works under highly skilled & skilled category. Accordingly without fail the bidder will keep such provision in the tender / contract for any such escalation on 01-Oct-2015 which will remain in force for the initial month of the contract & wage.
- g) In addition to minimum wages payable and any other govt. statutory payments/requirements viz PF @13.61%, Insurance @4.75%, HRA @10%, Bonus @8.33%, Uniform & Safety Shoes @6%, @15% for OH & contract margin & supervisory charges, Gratuity @ 4.81% may be kept provision in the tender in case eventuality payable to nominee or next of kin of the deceased employee as per rule or actual, @10% may be kept for the work in high rise structures and lump-sum transportation etc. expenses as in above S.No.- 9 must be payable & provision for all these must be kept in the tender/contract accordingly which will be subjected to revision time-to-time both as per frequency & rate escalation directives from RLC. The rate in %-age as mentioned

here are purely indicative & statistical; hence, the contractor must strictly follow those components & %-age as per Govt rules/labor rules which are in force in this area of tender.

- h)** In addition to minimum wage for skilled 2nos and highly skilled 1no person may be kept provision for additional job equivalent to 1128 hours may quote in SOR (Schedule of Rate) accordingly for 1year period considering wage high time to time.
- i)** Above 1128 hours can be considered pro-rata month wise over 12 months and you can consider that 02 skilled and 01 highly skilled personnel will be required for above man-hours. The above mention of hours is estimate for quoting of your competitive prices in SOR. However payments shall be made for SOR values quoted at price schedule only.
- j)** Considering 08hrs normal duty, contractor to calculate charges / wages for such work-hours as mentioned above & keep such provision in his estimate / tender month-wise as per revised rate indicated time-to-time by RLC in terms of both frequency of wage revision & %-age escalation of wage by RLCs.
- k)** SOR items to accommodate above clauses S.No.-19- h, i & j have to keep combined in price scope for skilled & highly skilled type of works / services entirely for 1yr.
- l)** Based on latest RLC wage rate issued from Labor Commissioner Office Guwahati / Dibrugarh till the date of submission of the tender, the bidder will calculate & keep all such provisions as in above S.No.-19- a to k in the contract. If in any case it is found that the contractor / bidder has not kept / complied all such provisions & any other provision as per labor rule in the tender/contract, he must give an explanation for the same & has to justify as how he will pay the wage in the event of wage & all statutory payment liability get revised upwards in due course of the 1yr contract and consequently exceeds his estimate / quote or else his bid may be cancelled as per decision of BCPL management.

- m) Report of Annual Occupational Health Check-up for all deputed employees of the contractor needs to be submitted in each year as per rule. Hence cost liability for this component must be inclusive in the tender quoted price.
- n) Depending on work exigencies & volume of work, activity may go beyond normal duty hours, i.e. from 08:00 am to 04:30 pm. In other words work may be executed in shift also, i.e. one deputed person who is an employee of the contractor may be asked to come either in morning or evening shift as per emergency / urgency / priority / importance of jobs as decided by the Engineer-In-Charge (EIC) of BCPL. Actual deployment of person in shift/gen shift as per requirement shall invariably be supervised by the contractor's representative/supervisor.
- o) The overall jobs, responsibilities & work areas are classified / divided as Skilled & highly skilled support staff must be deployed for the overall work area & the related works / jobs may be classified as Telecom maintenance works for High-Skill type & Telecom maintenance works for Highly Skilled type. These are also mentioned in SOR.
- p) The Contractor shall get the contractual jobs done through his own personnel who are skilled and efficient in execution of the contract. As per emergency / criticality of work upon intimation of the EIC to contractor, he will be responsible to clear all the pending jobs / works under his own responsibility without any further reminder / financial obligation to BCPL at his own discretion either by means of extra working of the already deployed workman or by temporary deployment of highly skilled and/or skilled workman or both.

20. FOLLOWING DOCUMENTS / PROOFS MUST BE SUBMITTED BY BIDDER DURING TENDER PROCESS:

- Successful completion certificate of the same work order shall be submitted.

- Min 5 Years' work experience certificates in telecom maintenance field to be submitted.
- Declaration / certificate of above contract that during the tenure of those contracts there happened no labour unrest, complaint on service & complaint related to payment & labour law issues.
- The bidder / contractor have to submit proof that he has submitted PF timely of above mentioned Contract & have PF compliance.
- The bidder / contractor have to submit proof that he has submitted ESI / Insurance premium timely in above mentioned Contract.
- **During the tendering process all above declarations / certificates are subject to verification / re - verification by BCPL. If it is found that there are false documents suitable action against the bidder shall be taken as per rules / terms & conditions already agreed by the bidder in his submitted contractual clauses in the tender.**
- The contractor must depute at least 01 very highly skilled & 02 skilled telecom technicians having very wide range of telecom experience for various systems, equipment, works, repairing & maintenance of SOW to complete all jobs independently & timely. However the Deployment pattern shall be in accordance with requirement of service as laid down in the contract.
- The deputed service support staff must be able to independently handle, operate, configure that equipment mentioned above at Part-B (II) above and troubleshoot, repair & operate all the systems, links in the network. No training will be given for these. The jobs will start from the initial day.
- At least two nos. of skilled workman must be deputed for overall work area as mentioned above S.No.-2.2 to discharge duties /responsibilities /works /jobs /faults/ maintenance as indicated on A to G of Sl. No. - 19.
- The contractor must pay to the deputed workmen who are his employees as per norms during the entire period of the 1yr contract.

21. Guidelines for adherence to various labour Legislations While awarding job/ service contract.

- The Contractor shall have his own PF code no with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that Contractor should obtain a sub-code under EPFO, Assam and deposit the contribution of its workers in EPFO Assam Region.
- The contract must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, Confirmation slip, and acknowledgment slip along with PF challan with monthly RA bills.
- The contractor is responsible for obtaining the labour license under the provisions of the Contract Labour (R & A) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- The contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour Legislations.
- The Contractor shall discharge obligations as provided under various statutory enactment including the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (R & A) Act, 1970, Minimum Wages Act, 1948, the Payment of Wages Act, 1936, The Employees Compensation Act, 2010 (earlier known as Workmen's Compensation Act., 1923) and other relevant Acts, Rules and regulations enforced from time to time.
- The Contractor can be solely responsible for the disbursement of wages and other dues to the personnel if any, deployed by him latest by 7 day of subsequent month. Disbursement of wages must be witnessed by representative of Principal Employer.
- The contractor shall be solely responsible and indemnify BCPL against all charges, dues, claims etc. arising out of the disputes relating to the due and employment of personnel, if any, deployed by him.
- 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.

- The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- The contractor is required to maintain registers and records as required under different laws.
- The contractor shall ensure to obtain Employees' Compensation Insurance policy covering the risks of accident at the workplace and injury sustained out of or in course of employment in respect of personnel deployed by the contractor as per Employees' Compensation Act, 2010 and rules framed there under.
- The vendor shall take care of the health insurance in respect of all their employees and workmen deputed for this work.
- The party will deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.

22. SAFETY OF CONTRACTUAL DEPUTED MANPOWER FOR ASSISTANCE SERVICE:

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

All jobs are to be carried out under "Permit system" on receipt of the intimation from S/I or site engineer .The contractor has to cross check for ensuring availability of "Safety work permit" duly signed by BCPL

process/safety personnel with S/I or site engineer before starting the jobs. Contractor shall intimate the concerned S/I or site engineer after completion of job. Further, any guidelines/regulation/ penalty etc with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.

23. SAFETY KIT REQUIREMENT:

Details of safety kit requirement are as follows for each of deployed manpower:-

S.No	Description	Nos	Period
1	Jacket	One Each	Once in one year
2	Full Trouser (Pure Cotton) for plant	One Pair Each	Once in one year
3	Full Shirt (Pure Cotton)	One Pair Each	Once in one year
4	Safety Shoes	One Pair Each	Once in one year
5	Socks (Pure Cotton)	Two Pair Each	Once in one year
6	Rain coat for working in plant & site	One Each	Once in one year
7	Tool kit carry bag	One Each	Once in one year

24. PAYMENT OF WAGES TO DEPUTED CONTRACT EMPLOYEES:

Contractor has to disburse the wages to their employees through e-Banking / account payee cheque within the stipulated time period i.e. latest by 7th of subsequent month, at the rates as per the Minimum Wages Act and as notified by the Regional/ Assistant Labour Commissioner (Central), Guwahati, Assam from time to time. Contractor shall ensure that all their employees have running savings bank account. Contractor has to submit monthly statement, certified by bank, in line with wage sheet along with name of the employee, account no.-xxx, amount & any other column as required and same to be submitted along with next month's RA Bill.

The contractor shall ensure and will be solely responsible for the payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and

indemnify the owner against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

25. IDENTITY CARD/ GATE PASS FOR WORKMEN:

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

26. TERMS OF PAYMENT:

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

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

26.3 The contractor/bidder shall ensure payment of the minimum wages to the manpower for assistance services deployed by them during the entire contract period. The quoted rates shall include minimum wages payable to service manpower with provision for escalation (if any) towards minimum wages, over time, PF Contribution, Overheads & profits, provision of safety gears to contract employees, compliance to statutory obligations, bonus etc.

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

27. TERMINATION OF CONTRACT:

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

28. PENALTY:

BCPL will impose Penalty to the contractor under following circumstances:

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

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

29. COMPLETION CERTIFICATE:

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

30. DEFENSE OF WORK:

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

31. CLEARANCE OF SITE:

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

31.2 The works will not be considered as complete and taken over by the owner, until all the temporary works and the work site cleared to the satisfaction of the Engineer-in-charge and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.

32. ACTS OF NUISANCE:

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

obstruction or any other nuisance inside or outside of the BCPL Premises.

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

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

33. OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

34. FORCE MAJEURE:

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

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

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

PART-D: SCOPE OF WORK:-

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

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

35. LOCATION OF WORKS:

35.1 Annual Maintenance, Operation, Monitoring, Co-Ordination, Testing, Supervision, Fault Location of the telecom systems for the following locations.

- C2+ Plant, Lakwa,
- BCPL's Guest house, Lakwa,
- CISF colony, Lakwa,
- CISF Barrack, Lakwa,
- BCPL Township, Sivasagar
- BSNL's PoP at Lakwa,
- BSNL's PoP at Nazira,
- BSNL's PoP at Laxminagar,
- BSNL's PoP at Sivasagar,
- BSNL's PoP at Jorhat,
- BCPL's PoP at Dibrugarh

35.2 INTERCOM TELEPHONE SYSTEM:

- Daily log-in of EPBAX System for checking functionality of all intercom extension.
- Maintaining e-register of fault logs, system rectification, schedule of preventive maintenance etc.
- Physical inspection of all Telephone Cables, IDF's, TJB's and proper routing and tagging, wherever necessary.
- Fault identification and rectification of telephone cables, which will include cable laying, routing, installation, jointing etc. If excavation of earth, dismantling of concrete, cutting of bitumen layer etc for rectification/restoration of telephone cables/systems then it has to be brought to the notice of BCPL before execution of said Job. The same shall be carried out by contractor with prior permission of BCPL authority.
- Repairing of Telephone instruments for faults, if so necessary, shall be done by contractor personnel inside BCPL premises. If such rectification requires support

from outside vendor, then cost of workmanship will be incurred by the Contractor.

- Dust Cleaning of EPABX, MDF's, 1DF's, TJB's and other associated equipment's shall be carried out by contractor in regular intervals.
- Liaisoning with users to train them for proper operation of Telephone Instruments.
- Liaisoning with BSNL and other private agencies for works related to complaints, billings, payments etc. This might require personal visits by the contractor engineer to their offices.

35.3 PA SYSTEMS:

- Alarm monitoring and corrective measures for clearing such alarms. Reporting should be done to BCPL Engineer's for critical alarms.
- Maintaining e-register for complaints logs, rectification instances, spare used etc.
- Preventive maintenance of Public addressing system, Field call station, master call station, operator call station, outdoor loudspeaker, indoor loudspeaker and other associated Equipments.
- On-site repairing of fault of call stations and Loudspeakers. If such repairing requires support of OEM/outside agencies then cost of the same shall be borne by BCPL. However, in such cases coordination activity shall be done by contractor engineer.
- Shifting of service connection from one location to another shall be done as per advice of BCPL.
- Pictorial representation of cable layout for each PAJB and PA system should be prepared and pasted adjacent to each PAJB.
- Coordination activity with other department and any third party agency for proper functioning of public addressing system shall be done by Contractor Personnel.
- Maintenance and repair service on holidays and weekends also in case of emergency.
- Proper fixing of cables wherever loose or not in order. The cables should be properly fixed using channels or conduit as per requirement.
- Fixing and replacement of cable/material etc., for existing connections as per requirement.
- The breakdown maintenance call shall have to be attended as per policy.
- Maintain a proper log of complaint register, attending and closure.
- Apart from attending any breakdown call on requirement basis, service engineer should visit the site once in a day for effective maintenance.
- Maintain proper record for faulty assets.
- Maintain RMA record for OEM and other third party.

- Maintain inventory record and review every month, if replace/change any assets/cables from existing location without approval/permission, it will report to telecom department immediately.
- Prepare daily report for all active services and report to department.
- Prepare report for faulty equipment and dispatch the equipment to OEM for repairing.
- Maintain record returnable material/non-returnable material/repairable material/beyond repairable and replacement material.
- Adjust the volume for call station and control noise through adjusting volume control of call station as per requirement of user department.
- Adjusting the sensitivity of call station as per requirement of user department.
- Frequently site visit for releasing call station keys which is press by any unauthorized person, due to this activity system show an alarm.
- Check the LED status for PA system and field call station for smooth operation of PA system.
- Frequently check the sound pressure label (SPL) for speaker.
- Maintain the SPL as per required by user for particular area/units.
- Check the fuse of all call station, if any fuse not working than change the fuse.

35.4 SDH SYSTEM:

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

35.5 WALKY-TALKIE:

- Laying, routing, installation of Co-axial cable, power cable for base Stations and Repeater. Termination of Co-axial cable with BNC connectors, termination of power cable with lugs, 2/3 pin plugs. Cable tagging.
- Programming of Base Stations, Repeater, Walki-Talkie. Prior training shall be provided by BCPL.

- Outdoor antenna installation with cable routing. This might require working at heights and also drilling job.
- Liaisoning with users to train the user for operation of Walki-Talkie.
- Charging of spare batteries, replacement of faulty helical antenna, cleaning of Hand held radio's, base stations, repeater stations etc should be done in regular interval.

35.6 RF RADIO LINKS:

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

35.7 BSNL SERVICES AT PLANT & TOWNSHIP:

- Regular checks of all WLL / P&T telephones to ensure proper functioning of WLL telephones in BCPL Premises. On receipt of user complaint, attend the problem on priority and liaisoning with BSNL officials, if required, for timely restoration.
- Maintain a separate register for recording the complaint pertaining to BSNL WLL /P&T / Broadband services.
- Visit BSNL offices for various bill payment, Update and maintaining records.
- Installation & fixing at height of outdoor antenna and cable routing for WLL system wherever necessary to improve the signal strength.
- DLC equipment reset, checking, cable routing for P&T system wherever necessary for smooth operation.
- Monitoring of BSNL 3G BTS equipment for proper working of the system.
- BSNL links status monitoring, loop testing and coordination with BSNL personnel for early restoration during OFC cut or link down.

35.7 DETAILS OF THE SERVICES, SYSTEM AND NETWORK HAVE TO BE MAINTAINED IS GIVEN BELOW:

- a. **Sivasagar BCPL Colony: Following Communication systems are covered under this contract.**
 - Main Distribution Frame
 - All telephone sets
 - Walkie talkie, Base station and head set

- Entire telecom network
- Cable TV / DTH network at Sibsagar township
- EPABXs services,
- 1ph UPS 1kv,2kv,with Battery
- 1ph FCBC 10Amp, 25amp battery charger
- Small UPSs of 500, 650VA.
- Loud speakers, Amplifiers, Cordless Microphones, Mixers,
- Digital phones, Junction Box, Distribution box.
- BSNL leased line testing, monitoring & co-ordination.
- D-Link Wireless system for data network.
- PDH Optimux,
- Bally Mux
- Router Cisco series monitoring
- 3G BTS Monitoring
- WI-FI
- FCD
- FXO & FXS
- Operating Music System
- Links monitoring & co-ordination during failure

b. C2+ plant Lakwa Following Communication systems will be under this contract:

- All intercoms, cordless, TDMA & P&T Phones of Lakwa C2+ Plant, including all available terminations, Junction boxes, cable joint etc.
- All the field phones of the plant.
- All WLL Phones
- All Wi-Max System
- All Broad band connection
- Paging and announcement system & IS type loud speakers..
- All Walkie Talkie base station & hand sets of IS type.
- Programming of frequencies in Walkie-Talkie sets.
- Entire telecom network of Lakwa plant (cabling + fault testing + replacing).
- EPABX services.
- VoIP FXO-FXS & PRI-IP VoIP (Sync-Async) equipment,
- Voice Mail & Auto Attendant System maintenance, configuration,
- Ups and battery charger.
- Flame proof and weather proof phones
- Flame proof/weather proof/indoor loud speakers.
- Antenna systems (VSAT/VHF)
- Monitoring performance of OFC link & co-ordination with BSNL.
- Call distribution at Operator Console for all I/C & O/G calls.
- Other types of microwave communication system.
- HF System maintenance, configuration,
- SCADA Maintenance ,
- 3ph FCBC
- 1ph FCBC
- 3ph UPS 10+10KV
- 1ph UPS 1kv. 2kv

- Small UPSs of 500, 650VA
- Monitoring performance of SCADA link & co-ordination with BCPL Dibrugarh.
- RF radio Connectivity
- Projector
- VC System
- DTH system at Administrative building

The above work shall be carried out immediately after receiving complaint/instruction to minimize the system downtime. Deployed skilled & highly skilled persons shall report to the site within 15 minute from receive of the call in the general shift i.e. working hours (normal working days, 8.00 AM to 4.30 PM) or as per instruction of EIC. Also depending on work emergency requirement some works / jobs will be carried out **in shift or night hours also.**

This work includes following:

- Immediate mobilization along with tools and tackles.
- Testing, identification of the nature of the fault.
- Replacement of defective module/connection etc.

c. Lakwa Guest House, CISF Colony: Following communication systems are covered:

- All intercoms, cordless, TDMA including all available Termination, Junction box, cable joint etc.
- All the field phone of those areas.
- EPABX at CISF Colony & WLL connectivity.
- Antenna systems (VSAT/VHF)
- RF Radio Link
- FXO, FXS
- All Walkie Talkies & base stations.
- Entire Telecom network of Guest house, CISF Colony & CISF Barrack.
- Entire Cable TV network & DTH system of Guest house and CISF colony.
- Music System of CISF
- UPS and battery charger.
- Antenna systems DTH System.
- Operating Music System

The above work shall be carried out immediately after receiving complaint/instruction to minimize the system downtime. Deployed skilled & highly skilled persons shall report to the site within 15 minute from receive of the call in the general shift

d. Termination/ Re-termination of the telephone cables in TJBs and MDF including dressing /glanding of the cable

- Proper Numbering scheme/color code has to be followed.

- Includes cable cutting, removing of the armors, shields, cleaning the jelly using suitable cleaner/solvent.
- Termination of cable in termination blocks, krone module/connectors.
- Dressing, routing and replacing of the jumper wires.
- Telephone cable, TJBs, MDFs, termination blocks and krone shall be provided by BCPL. Contractor shall arrange technically skilled manpower for the above work.

e. Fault location/rectification of:

- Desk top telephone instruments (including digital, analog, cordless etc.)
- FP/WP telephones.
- Telephones/DTH
- Paging IS type loud speakers
- Wiring of various terminals boxes and cable TV nodes.
- Loud speaker, Amplifier, Cordless Microphone, Channel Mixer, line amplifiers.
- VHF power Supply
- Walky talky Charger

f. Routine maintenance and replacement of the faulty component of the following systems.

- Antenna of DTH system and VHF unit.
- UPS and battery charger.
- PA system amplifier rack.
- Indoor out door loud speakers.
- PA system and amplifier rack.
- OFC nodes.
- All Flame proof Phone
- All Weather Proof phone

The above work includes the followings

- Cleaning, routine maintenance, replacement works.
- Routine, preventive, minor breakdown maintenance.
- New wiring, termination, replacement of cables, connectors, jacks etc.
- Preparation, soldering, de-soldering of RF/IF signal data cable connectors as per standards(EIA-232,V.35,BNC,AMP,M4,RJ-11,RJ-45,IF/RF connectors)
- Periodic system check, testing and monitoring of performance.
- General, schedule, preventive minor maintenance of various telecom system and subsystems including cleaning, dressing, assembling, degreasing, dismantling, and shifting as and when required.
- Maintenance of Fiber Distribution frame
- Maintenance of Digital Distribution frame.
- Maintenance of DTH system accessories.

g. Necessary equipment's spares consumable shall be provided by BCPL. The above mentioned work should be carried out with consultation with EIC.

EPABX Services:

- Attending Incoming call from BSNL, upcoming BCPL trunk lines and diverting to the concern person.
- Placing outgoing telephone Fax calls using BSNL, BCPL trunk as and when required by various officers.
- Keeping track of all incoming/outgoing voice/fax calls
- Forwarding fax to the concern officers.
- Recording telecom complaint and intimating the concern person for immediate rectification.

a. Systems, Equipment, Devices to be Handled, Operated, Fault Diagnosed and Configured:-

All the deputed technicians (min 01 no highly skilled & 02 nos. skilled) must be able to thoroughly operate following equipment, instruments & accessories independently at his own hand so that he can locate, identify & rectify faults of his own and can take preventive actions even in night hours. However all the deputed technicians shall invariably be supervised by the contractor's authorized representative/supervisor.

- a. Spectrum Analyzer in L, S, C, X band,
- b. Digital Oscilloscope,
- c. Satellite Band Signal Mixer, Coupler, Synthesizer,
- d. Satellite Modem,
- e. LNA & Wave-guide,
- f. SCPC & MCPC Cards,
- g. OTDR and splicing machines operation,
- h. Satellite Antenna H + V plane motorized servo system,
- i. Voice + Data Mux of Bayly & New-Bridge,
- j. Optical Power Source (Laser),
- k. Optical Power Meter (Laser),
- l. Optical Attenuator, FCPC, SCPC, Pig-Tails,
- m. SH & LH OTDR,
- n. Fusion Splicing Machine for SM fiber,
- o. DLC Remote Concentrator,
- p. Dyna 1+1 FCBC of DLC Mini-Exchange,
- q. Ericsson MD110 ISDN Digital Epabx,
- r. Elnova FCBC for EPABX,
- s. Amar-Raja FCBC for EPABX,
- t. Hi-Rel 10KVA 1+1 3-ph UPS,
- u. Accord IRIS ADX ISDN EPABX,
- v. Spectron 1+1 FCBC for EPABX,
- w. Libert UPS for Other Systems,
- x. D-Link ISM band Wi-Fi Routers,
- y. D-Link ISM band Wi-Fi Desktop Adapter,
- z. Belkin ISM band Wi-Fi Router,

- aa. Belkin ISM band Wi-Fi Desktop Adapter,
- bb. Projectors, its operation with Laptop,
- cc. Techroutes FXO-FXS VoIP Gateways – 06 nos,
- dd. Grandstream FXO-FXS VoIP Gateways – 08 nos,
- ee. RAD E1 PRI-IP VoIP (Sync to Async) Gateways – 02 nos,
- ff. Motorola ISM Band 5.8GHz 100 Series Radio for 2 nos. of radio links,
- gg. Shoden TDMA System,
- hh. FCBC for TDMA Systems,
- ii. RAD G.703, G.704 HDSL Modem Pairs,
- jj. Philips IS Gr-I, IIA, IIB, IIC type PA System Equipment,
- kk. Philips Weather Proof Field Phone & PA System,
- ll. Philips PA System Amplifiers,
- mm. Walky-Talky Base Stations,
- nn. Walky-Talky Hand Sets IS type,
- oo. WLL Sets - 06 nos,
- pp. CLI Desktop Phones-45 nos,
- qq. CLI Cordless Sets – 06 nos,
- rr. Standard Cordless Phone System -04 nos,
- ss. Boss-Secretary Set for OIC,
- tt. Telephone Sets in Plant - 300 nos,
- uu. Telephone Sets in CISF Colony - 8 nos,
- vv. Telephone Sets in Lakwa GH Area - 25 nos,
- ww. Hot-Line Telephone Sets in Plant - 25 nos,
- xx. IS Gr-I,IIA,IIB,IIC WP FF in Plant - 18 nos,
- yy. Telephone Sets in Sibsagar Colony - 100 nos,
- zz. Digital Tel-Ph Sets - 12 nos,
- aaa. Optimux in Sibsagar Colony – 02 nos,
- bbb. Bayly Mux in Sibsagar Colony – 01 no,
- ccc. RAD E1 FCD CCS/CAS Voice + Data Gateway – 03 nos,
- ddd. Small UPSs for D-Link Wi-Fi Routers – 04 nos,
- eee. All Systems PCs, maintenance, operation, configuration,
- fff. CISF Colony PA & Music System – 01 set,
- ggg. Sibsagar Colony Community PA & Music System – 01 set,
- hhh. Sibsagar Colony Temple PA & Music System – 01 set,
- iii. Sibsagar Colony Community Hall Projector – 01 no,
- jjj. Cordless micro-phone,
- kkk. Sibsagar GH DTH System - 06 nos,
- lll. Lakwa GH DTH System – 06 nos,
- mmm. Lakwa OIC Office DTH System – 01 no,
- nnn. BER Meter for Link Testing,
- ooo. Data Analyzer For Link Testing,
- ppp. DB Meter for CATV System,
- qqq. Multi meter for maintenance job,
- rrr. Cable Tester,
- sss. Hubs & Switches for Communication Equipment,

- ttt. Operation of VC System,
- uuu. Operation of Vmail System & mail-box maint for ERICSSON MD-110
- vvv. Operation / Maint of Recorded Announcement System for Ericsson,
- www. Operation / Maint of Recorded Announcement System for Accord EPABX,
- xxx. Operator Console for Plant & Sibsagar Colony,
- yyy. Colony CATV System amplifier,
- zzz. Cable fault locator,
- aaaa. Microwave DB meter & its analysis,
- bbbb. Analysis on VSWR of wave-guide,
- cccc. Tower AWL & its control power supply,
- dddd. Tower earthing maintenance,
- eeee. Observation, Monitoring & Maintenance of CISCO-2810 Router with links,
- ffff. Observation, Monitoring & Maintenance of CISCO-2600 Router with links,
- gggg. Regular Band-width monitoring by MRTG S/w,
- hhhh. Graphical Analysis, Storage & up-keeping of records with Periodic data Back-up,
- iiii. Monitoring link parameters viz, BER, ES, EFS, SES, AIS, LOS, LOL, LOF, LOM, LOC, RD, etc,
- jjjj. Understanding & Configuring ISDN-PRI CAS / CCS link,
- kkkk. EPABX Call Billing & Accounting S/w Maintenance, Operation, Configuration etc.
- llll. EPABX Call Record Data Acquisition S/w maintenance, Operation & Up-Keeping,
- mmmm. Analysis of Billing Data & Report Generation,
- nnnn. Regular back-up of all billing data & record maintenance,
- oooo. System Data & OS back-up of Ericsson MD-110 EPABX,
- pppp. System Data & OS back-up of Corel Iris Accord EPABX,
- qqqq. Console operation & maintenance for all EPABXs log-in,
- rrrr. Maintenance of voice mail system,
- ssss. Repair of all small chargers & adapters,
- tttt. Knowledge of PC operation, MS-Windows, MS-Office, MS-Exchange,
- uuuu. Installation & Configuration of above for the system PCs of Telecom,
- vvvv. Installation & configuration of Wi-Fi System & Wi-Fi adapter,
- wwwv. Maintenance of records of authorized users in Wi-Fi network and authorizing /de-authorizing user.
- xxxx. Knowledge of various Telecom Converters, viz, Serial RS232↔Ethernet, E1↔V.35, E1↔Ethernet, PRI↔Ethernet, RS485↔Ethernet, V35↔Ethernet, Telco↔V35, Ethernet↔USB, Serial↔USB, Optical↔Ethernet, etc.
- yyyy. General knowledge of networking, LAN & switches related to Telecom equipment,
- zzzz. General & working knowledge on TCP/IP, addressing for such Telecom Equipment.
- aaaaa. Knowledge on repairing of TV for VIP rooms of Guest Houses.
- bbbbb. RJ4, RJ6, RJ11, RJ14, RJ45 Connector,
- ccccc. Regular Monitoring of housekeeping & cleaning at all telecom installations.

- ddddd. Regular Monitoring of Air-Conditioning functioning at all telecom installations,
- eeee. Processing of monthly bills of all BSNL lines throughout plant + colony + others.
- ffff. Processing of monthly bills of all WLL lines throughout plant + colony + others.
- ggggg. Processing of monthly bills of important mobile lines.
- hhhhh. Processing of monthly bills of important Internet Connections (Wimax etc).
- iiii. Operation & maintenance of VPN link and associated S/w,
- jjjj. Basic knowledge of 3- Φ power system & its precaution to adapt to work.
- kkkkk. Operation & maintenance of 3- Φ UPS System used in telecom system.
- llll. Maintenance of SCADA related equipments.

contractor shall arrange all normal tools and tackles, technically skilled & highly skilled manpower not less than skilled 2 nos & highly-skilled 1 no for maintenance of the above mentioned systems and services.

Contractor shall be responsible for maintenance, testing, fault detection and minor / major rectification of the above equipment's including its sub system, module, connection, cabling and other various type of job as per instruction of EIC. If any Spare, Consumable are required for rectification BCPL shall provide the same.

If rectification of the faulty equipment is not possible at site same may be bought to telecom repairing place after installing a stand by unit at site.

Contractor shall provide Tools and tackles for the above job. Any spares / faulty parts required shall be provided by BCPL.

BCPL will provide equipment for the above services. For providing above services, minimum 02 nos. of skilled & 01 no. of highly skilled support service will be required as a maximum but not limited to. However bidders should deploy the manpower in accordance with the requirement which may vary time to time to provide or to execute the services and the contractor must ensure the payment of minimum wages for the technicians as per Govt. Notification which is briefly described the tender.

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

In addition to above, any other activity which is necessary for smooth operation and maintenance of BCPL Telecommunication systems,

Contractor has to perform such activity as per direction of BCPL Engineer-In-Charge. Contractor shall assign duties of supervisor to one of their Engineer who shall oversee the entire activity of operation & maintenance services inside BCPL on behalf of the Contractor apart from his normal responsibilities.

SCHEDULE OF RATE (SOR)

Preamble to SOR:

1. Quoted rates should be as per Scope of Work.
2. Bidders are required to quote the rates strictly as per the below SOR and not to use any other format.
3. Rates should be quoted including all taxes & duties except Service tax.
4. Service Tax is payable extra on submission of proper cenvatable invoice as per rules in vogue in India from time to time. Statutory variation would be dearth with as per relevant clause of GCC. Present applicable rate is 14.5%.
5. Bidders must quote for both the parts and evaluation shall be done on overall lowest basis.

PART – I : UNPRICED BID

Schedule of Rate (SoR)

Item Description	Qty/Duration	Lump-Sum rate per month (in Rs)		Total Amount for 12 months (in Rs)
		In figures	In words	
Regular Telecom Maintenance Works / Jobs / Support Services under Skilled Category:- (Service Tax Extra as applicable) Telecom Maint Works for 02 Skilled Type pers.	12	Do Not Quote	Do Not Quote	Do Not Quote
Regular Telecom Maintenance Works / Jobs / Support Services under Highly Skilled Category:- (Service Tax Extra as applicable) Telecom Maint Works for 01 Highly Skilled Type pers.	12	Do Not Quote	Do Not Quote	Do Not Quote
Total				Do Not Quote

The above rates are inclusive of all taxes and duties except service tax.

Quote Service Tax %:

PART – II : PRICED BID

Schedule of Rate (SoR)

Item Description	Qty/Duration	Lump-Sum rate per month (in Rs)		Total Amount for 12 months (in Rs)
		In figures	In words	
Regular Telecom Maintenance Works / Jobs / Support Services under Skilled Category:- (Service Tax Extra as applicable) Telecom Maint. Works for 02 Skilled Type pers.	12			
Regular Telecom Maintenance Works / Jobs / Support Services under Highly Skilled Category:- (Service Tax Extra as applicable) Telecom Maint. Works for 01 Highly Skilled Type pers.	12			
Total				