



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**  
**[A Government of India Enterprise]**

**BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150292/MKB**

**Date: 17.05.2016**

**To,**

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**BID DOCUMENT TOWARDS PEST CONTROL SERVICES FOR A PERIOD OF ONE (1) YEAR.**

**LIMITED DOMESTIC COMPETITIVE BIDDING**

*Prepared & Issued By*  
**OFFICE OF THE DY. GENERAL MANAGER (C&P)**  
**M/s. Brahma Putra Cracker & Polymer Ltd.**  
**“Administrative Building”, Lepetkata,**  
**BCPL-Project Site, P.O. Lepetkata**  
**Dibrugarh, PIN – 786006 (Assam)**  
**Tel#+91-373-2914635**

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

**Manish Kumar Binjola**  
**Sr. Officer (Contracts & Procurement)**  
**Phone# 0373-2914635 (off)**  
**[mkbinjola@bcplindia.co.in](mailto:mkbinjola@bcplindia.co.in)**  
**Website: [bcplonline.co.in](http://bcplonline.co.in)**

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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:** 3<sup>rd</sup>Floor, GTI; 24, Sector-16A; NOIDA-201 301: Tel: 0120-2513102, 011-26185941(Fax)

**BID DOCUMENT TOWARDS PEST CONTROL SERVICES FOR A PERIOD OF ONE (1) YEAR.**

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**Request For Quotation (RFQ)**

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd., stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO BID system towards PEST CONTROL SERVICES FOR A PERIOD OF ONE (1) YEAR, as detailed below in complete accordance with enclosed tender document:

1) **Salient features of bid document:**

|      |                                                                |                                                                                                                                                                                                                                                                           |
|------|----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1  | Type of Enquiry, Mode of bid submission                        | Domestic Competitive Tender (Bid to be sent by post / courier or hand delivered).                                                                                                                                                                                         |
| 2.2  | Earnest Money Deposit / Bid Security (Refundable)              | <b>Rs. 50,000/-</b> (Rupees fifty thousand only).                                                                                                                                                                                                                         |
| 2.3  | Bid Document No.:                                              | BCPL/DIB/C&P/SER/20150292/MKB                                                                                                                                                                                                                                             |
| 2.4  | BIDDING DOCUMENT FEE (NON REFUNDABLE)                          | <b>NOT APPLICABLE</b>                                                                                                                                                                                                                                                     |
| 2.5  | Period of Contract                                             | The contract period shall be for 12 months. The time period shall be reckoned from the 7th day of the issue of LOI / LOA. The period of 7 days shall be considered as initial mobilization period. Period of Contract as per Special Conditions of Contract (SCC) Part-B. |
| 2.6  | Pre-Bid Meeting                                                | <b>27.05.2016</b> ( if the particular day is a HOLIDAY at BCPL, Lepetkata the Pre-Bid will commence on next working day)                                                                                                                                                  |
| 2.7  | Last date and time for Submission of bid                       | <b>07.06.2016</b> up to 14.30 hrs (IST)                                                                                                                                                                                                                                   |
| 2.8  | Date and time for opening of un –priced bid at BCPL, Lepetkata | <b>07.06.2016</b> on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days).                                                                                                                           |
| 2.9  | Place of submission of bid                                     | OFFICE OF THE DY. GENERAL MANAGER (C&P)<br>BRAHMAPUTRA CRACKER & POLYMER LIMITED,<br>ADMINISTRATIVE BUILDING , C&P DEPARTMENT<br>P.O. – BARBARUAH<br>LEPETKATA, DIBRUGARH-786006, ASSAM                                                                                   |
| 2.10 | Venue for Opening of Un-priced bids                            | OFFICE OF THE DY. GENERAL MANAGER (C&P)<br>BRAHMAPUTRA CRACKER & POLYMER LIMITED,<br>ADMINISTRATIVE BUILDING , C&P DEPARTMENT<br>P.O. – BARBARUAH<br>LEPETKATA, DIBRUGARH-786006, ASSAM                                                                                   |
| 2.11 | Contact Person                                                 | Manish Kumar Binjola, Sr. Officer (C&P)<br>E-mail: <a href="mailto:mkbinjola@bcplindia.co.in">mkbinjola@bcplindia.co.in</a><br>Ph. No. +91-373-2914635                                                                                                                    |

The complete bidding document is also available on the website of GAIL ([www.gailtenders.in](http://www.gailtenders.in)) and BCPL ([www.bcplonline.co.in](http://www.bcplonline.co.in)) & CPP Portal. Bidders desirous to submit their bid can download and submit their bid on the basis of downloaded document.

**Bids are also available for sale (Tender Fee: NIL) at the office of DGM, C&P department as per the date mentioned above.**

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

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

The un-priced bid must be complete with all technical and commercial details other than rate UN-PRICED OFFER in duplicate (ORIGINAL + ONE COPY) complete with all technical and commercial details & the Schedule of Rate (SOR) **with prices blanked out and copy of tender.** Earnest Money Deposit as specified.

**EARNEST MONEY DEPOSIT: Rs. 50,000/-**

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of Crossed Bank Demand Draft / Banker's Cheque drawn on any Nationalized / Scheduled bank in favour of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam.

\*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.

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

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

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

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

**If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date. Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.**

## **BIDDERS ELIGIBILITY CRITERIA/ BID EVALUATION CRITERIA:**

### **A. EXPERIENCE CRITERIA OF BEC:**

- (I) The Bidder must have executed and successfully completed at least one similar work order / service contract for providing Pest Control Services of value not less than Rs.12.5 lacs (Rupees Twelve Lacs Fifty Thousand only including taxes and duties) awarded to them by a Central / State Government Department / Public Sector Undertaking / any Private Sector Company having a turnover of Rs.100 Crores OR any 5 Star Hotel during the preceding 7 years period. The cut-off date for this purpose shall be the date of submission of bids.

Along with technical bid (un-priced bid), the Bidder should submit copies of work order along with the completion/execution certificate/payment receipt in support of above experience criteria. The Completion/Execution Certificate/Payment Receipt must clearly indicate the following: a) Reference to relevant work order, b) Actual value of executed and completed work and c) Actual date of completion.

### **B. LICENSING & OTHER CRITERIA:**

- (I) The bidder must have a valid license from the concerned Statutory Authority for storing and using the pesticides and other chemicals for commercial pest control operations under Insecticides Act 1968 and rules framed there under continuously for preceding 5 years. The license must be issued in FORM VI-C for storing and using pesticides and other chemicals for commercial pest control operation, as per rule 10(3-A) of Insecticide Act 1968 and Insecticide Rule 1971 by competent statutory authority.

The bidder must submit copies of Licenses for all the preceding 5 years period duly certified by the Bidder's Statutory Auditor or Chartered Accountant.

- (II) The license should be in the name of the bidder. The qualified person specified in License must be proprietor/partner or Director of the organization. Along with the same Power of Attorney holder nominated by Director/Proprietor/Partner of the participating firm/company etc may also be considered eligible to qualify in this case, provided the power of attorney holder should be an employee of the firm/company etc, from the last 01 year on-roll (documentary evidence of the POA holder should be enclosed along with the tender showing working in last 1 year from the last date of submission of bid).

The bidder must submit copies of documentary evidence duly certified by the Bidder's statutory Auditor/Chartered Accountant towards proof of:-

a) Proprietor/Partner or Director of the bidding organization.

b) Copy of mark sheet of graduation in Agriculture or in Science with Chemistry as subject in the name of qualified person specified in the License.

- (III) The bidder must be a valid member of Indian Pest Control Association (IPCA) / NPMA /PMA. Attested copy of membership certificate certified by Bidder's Statutory Auditor/Chartered Accountant must be provided.

Bids submitted by Govt. organizations including PSUs of Central & State Governments and Statutory bodies are exempted from IPCA/ membership requirement.

**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) However, Bids of Joint Venture/Consortium and experience of Sub-contractors is 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.

An undertaking (by the bidders who quotes by down loading the tender from web site) 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.

**OTHER DOCUMENTS BIDDER SHALL SUBMIT:**

- 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.
- Attested copy of service tax registration certificate.
- Attested copy of PAN Card.
- Attested copy of PF registration certificate.
- Duly filled Bank Details format along with cancelled cheque for RTGS / NEFT payment.
- APPLICABLE FOR MSEs ONLY → Copies certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant of all the relevant documents in support of SSI, MSE unit.

**1) Evaluation Methodology:**

Bids shall be evaluated on the basis of LOWEST BID on overall basis.

2) **TECHNICAL SPECIFICATION :**

Refer SPECIAL CONDITION OF CONTRACT –SECTION III of tender document.

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

1. In case of Excise duty and service tax, bids shall be evaluated after considering the effect of cenvatable excise duty and service tax to avail cenvat credit.
2. Bidders are requested to mention the above components clearly in the SOR so that evaluation can be done accordingly.
3. In case the applicable amount towards Excise Duty /Service Tax as mentioned by the bidder is considered for giving benefit during evaluation of bid as stated above, the bidder must ensure to submit their invoice as per their declared applicable taxes & duties. If the bidder does not pass on the benefit to that extent to BCPL, the differential amount shall be deducted from their bill.
4. The statutory variance in Excise duty +Ed Cess, Cst, Vat ,if any applicable on finish goods or Service tax on service contract within the contractual delivery period shall be to purchaser's account against submission of the documentary evidence .However , any increase in the rate of these taxes and duties beyond the contractual completion period shall be to seller's account . Any decrease in the rate of taxes & duties shall be passed on the purchaser.

4) **SERVICE TAX: -**

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.
- Whether the bidder opts for paying Service Tax on deemed service portion, the gross works contract value or the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract.
- The fair market value of Free Issue Material (FIM) and services, wherever applicable, are indicated in the Bidding Documents.
- Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/BCPL as service recipient, if applicable, as per the reverse charge rule of service tax.
- In case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax (Presently 14.5%) on total value of works contract.
- Owner/BCPL will reimburse the service tax to the contractor at actual against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion.

5) **PRE-BID MEETING:**

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

6) **CONTRACT SCHEDULE:**

The contract period shall be for 12 months. The time period shall be reckoned from the 7<sup>th</sup> day of the issue of LOI / LOA. The period of 7 days shall be considered as initial mobilization period.

7) **VALIDITY PERIOD OF OFFER:**

The period of validity of the quotations should not be less than 120 days from the date of opening of technical bid. Quotations with less validity are likely to be ignored.

8) **VAT / CST No:**

Bidder need to indicate valid sales tax registration no. in the quotation.

9) **SECURITY DEPOSIT:**

7.5 % of annualized contract value (Excluding taxes and duties) to be submitted either in the form of BG or DD within 30 days of receipt of LOA/LOI. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24)

10) **GENERAL**

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.

- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

**11) FIXED PRICE:**

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

**12) OWNER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:**

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

**13) ORDER OF PRECEDENCE:**

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

- i) Preamble to SOR and Schedule of Rates (SOR)
- ii) RFQ Covering Letter
- iii) Instruction to Bidders
- iv) Special conditions of contracts (Part B)
- v) Special conditions of contracts (Part A)
- vi) General Conditions of Contract

**14) PUBLIC PROCUREMENT POLICY (PPP), 2012**

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.

- 15) All the bidders including those who are not willing to submit their bid against in this tender, are required to submit format F-11 "Acknowledgement Cum Consent Letter" attached in the tender along with reason(s) for non-participation in the failing, if applicable within 7 days from receipt of tender information, **failing which BCPL may not issue any tender to such bidder in future.**

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

Tender Consignee Address:

Office of the Dy. General Manager (C&P)  
Administrative Building, Brahmaputra Cracker and Polymer Limited,  
PO: Lepetkata, District – Dibrugarh, Assam, India PIN – 786006  
Tel-0373-2914635

**In case bidder(s) have any queries, they may present the same to the undersigned Ph. No. 0373-2914635 / email – mkbinjola@bcplindia.co.in. Corrigendum/ addendum incorporating the**

clarifications, if any, will be issued to the prospective bidder / who have submitted Acknowledgement letter (F -11) over mail and subsequently will be uploaded in website.

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

**Manish Kumar Binjola  
Sr. Officer (Contracts & Procurement)  
E-Mail: [mkbinjola@bcplindia.co.in](mailto:mkbinjola@bcplindia.co.in)  
Ph no: 0373-2914635**

**CUT-OUT SLIP**

(Quotation – Do Not Open)

**Bid Document no.: BCPL/DIB/C&P/SER/20150292/MKB****BID DOCUMENT TOWARDS PEST CONTROL SERVICES FOR A PERIOD OF ONE (1) YEAR.****Due Date & Time of bid submission:** Up-to 14.30 hrs (IST) on 07.06.2016**Date and time for opening of bids:** 15.00 hrs (IST) on 07.06.2016**From:****To:**

|  |                                                                                                                                                                                                                                                 |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | OFFICE OF THE DY. GENERAL<br>MANAGER(C&P)<br>M/S. BRAHMAPUTRA CRACKER &<br>POLYMER LIMITED (BCPL), LEPETKATA<br>ADMINISTRATIVE BUILDING ,<br>BCPL-PROJECT SITE, P.O. LEPETKATA<br>DIST: DIBRUGARH, PIN – 786006<br>ASSAM<br>PH NO.:0373-2914635 |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

**CUT-OUT SLIP**

(Quotation – Do Not Open)

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**Date and time for opening of bids:** 15.00 hrs (IST) on 07.06.2016

**From:**

**to:**

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

**CUT-OUT SLIP**

(Quotation – Do Not Open)

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**Date and time for opening of bids:** 15.00 hrs (IST) on 07.06.2016

**From:**

**to:**

|  |                                                                                                                                                                                                                                                |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | OFFICE OF THE DY. GENERAL<br>MANAGER(C&P)<br>M/S. BRAHMAPUTRA CRACKER &<br>POLYMER LIMITED (BCPL), LEPETKA<br>ADMINISTRATIVE BUILDING ,,<br>BCPL-PROJECT SITE, P.O. LEPETKATA<br>DIST: DIBRUGARH, PIN – 786006<br>ASSAM<br>PH NO.:0373-2914635 |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

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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 III, 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, BCPL or black listed by any Government Department /Public Sector.

### **3. Bid Evaluation Criteria**

As mentioned in page 04 of tender document.

### **4. One Bid per participates**

4.1 A firm shall submit only one bid in the same bidding process. A bidder who submits or participate in more than one bid will cause all the proposals in which the bidder has Bidder participated to be disqualified.

### **5. Cost of Bidding**

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

### **6. Site Visit**

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

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

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

## **7. Service Tax**

Please Refer Clause No 4 of RFQ

### **7.1. Abnormally High Rates (AHR)**

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

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

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

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

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

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

7.3. Road Permit: Not Applicable

## **B. BIDDING DOCUMENTS**

### **8. Content of Bidding Document**

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

### **9. Clarification of Bidding Document**

9.1 A prospective bidder requiring any clarification of the Bidding Documents may Bidding notify BCPL in writing or by fax or e-mail at BCPL's mailing address indicated in the Invitation for Bids. BCPL will respond in writing to any request for clarification of the Bidding documents which it receives not later than 10 days prior to the deadline for the submission of bids prescribed by BCPL. Written copies of

BCPL's response (including an explanation of the query but without identifying the source of the query) will be sent to all prospective bidders who have received the bidding documents. Any Clarification or information required by the bidder but same not received by the Employer, ten days prior to the bid due date, the same is liable to be considered as no clarification/information required.

#### **10. Amendment of Bidding Document**

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

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

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

### **C. PREPARATION OF BIDS**

#### **11. Language of Bid**

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

#### **12. Documents Comprising the Bid**

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

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

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

EMD / BID BOND as specified

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

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

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

iv) Organization details:

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

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

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

v) All formats mentioned in Section: IIB

Any other information/details required as per bid document.

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

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

Part-II price Bid

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

### **13. Bid Prices**

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

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

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

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

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

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

13.7 Alternative bids shall not be considered.

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

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

### **14. Bid Currencies**

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

### **15. Bid Validity**

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

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

### **16. Bid Security**

16.1 Pursuant to Clause-12, the bidder shall furnish, as part of his bid, bid security in the amount specified in 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- I6.7

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

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

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

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

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

16.7 The bid security may be forfeited:

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

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

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

## **17. Pre-Bid Meeting**

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

## **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 EMD / Bid Bond

19.2.15 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**

Brahmaputra Cracker & Polymer Limited (BCPL) has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through 'e-banking'. The successful bidder should give the details of his bank account as per the bank mandate form.

## **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 A - Techno-commercial/ unpriced Bid,

Part B - Priced Bid

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

22.3 Part 'B' 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 'A', PART 'B' 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 Unpriced Bid Opening:**

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

#### **26.2 Priced Bid Opening:**

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

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

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

### **27. Process to be Confidential**

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

### **28. Contacting the Employer**

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

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

### **29. Examination of bids and Determination of Responsiveness**

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

- (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**

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

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

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

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

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

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

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

### **31. Conversion to Single Currency for Comparison of Bids**

NOT APPLICABLE

### **32. Evaluation and Comparison of Bids**

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

### **33 Preferences for Domestic Bidders**

NOT APPLICABLE

### **34. Purchase Preference**

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

### **35. Compensation for extended stay**

NOT APPLICABLE

## **F. AWARD OF CONTRACT**

### **36. Award of work**

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

36.2 BCPL intends to award the entire work to a single bidder on overall cost basis.

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

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

### **38. Notification of Award**

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

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

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

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

### **39. Signing of Agreement**

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

39.2 The successful bidder shall be required to execute an AGREEMENT in the Profoma given in Instruction to Bidder (ITB) F-16 of this standard bidding document on non-judicial paper of appropriate value (the cost of stamp paper shall be borne by the Contractor), within 15 days of the receipt by him of The Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the AGREEMENT within the above stipulated period, the Bid Security shall be forfeited and the acceptance of the tender shall be considered as cancelled.

### **40. Contract Performance Security**

7.5% of contract value (Excluding taxes and duties) to be submitted either in the form of BG or DD within 30 days of receipt of LOA/LOI. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24).

### **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.

#### **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.

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

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

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

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

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

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

#### B.2.2 Period of Banning

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

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

#### C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

#### D. Procedure for Suspension of Bidder

##### D.1 Initiation of Suspension

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

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

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

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

## D.2 Suspension Procedure:

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

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

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

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

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

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

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

## D 3 Effect of Suspension of business:

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

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

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

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

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

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/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.

#### Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

#### 1.1 DELIVERY / COMPLETION PERFORMANCE 40 Marks

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

#### 1.2 QUALITY PERFORMANCE 40 Marks

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

#### 1.3 RELIABILITY OF PERFORMANCE 20 Marks

##### A.FOR SUPPLIES:

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

**FORMS AND FORMATS**

**BIDDER'S GENERAL INFORMATION**

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

(Country Code) (Area Code) (Telephone Number)

1-1 Bidder Name: \_\_\_\_\_

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Address of Registered Office: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-4 Operation Address  
 if different from above: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-5 Address where order  
 Is to be placed/ issued: \_\_\_\_\_

City \_\_\_\_\_ District \_\_\_\_\_

State \_\_\_\_\_ PIN/ZIP \_\_\_\_\_

1-6 Telephone Number: \_\_\_\_\_

(Country Code) (Area Code)(Telephone Number)

1-7 E-mail address, \_\_\_\_\_

1-8 Website:: \_\_\_\_\_

1-9 Fax Number: \_\_\_\_\_

1-10 ISO Certification, if any {If yes, please furnish details}

1-11 Whether Supplier / Manufacturer \_\_\_\_\_  
 Dealer/Trader/Contractor

1-12 Banker's Name, Branch \_\_\_\_\_

1-13 Bank account number \_\_\_\_\_

1-14 TIN/CST/VAT \_\_\_\_\_(enclose copy of registration for TIN/CST/VAT)

1-15 SERVICE TAX NUMBER \_\_\_\_\_(Enclosed Copy of 'Service Tax Registration Certificate )

1-16 PAN No. : .....

1-17 Whether SSI Registrant Or not :

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**BID FORM****F2**

**To,  
C&P Department, BCPL  
Lepetkata, Dibrugarh, Assam (India)  
Phone: +913732914635**

Dear Sir,

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

We confirm that this bid is valid for a period of F o u r (04) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by anytime before the expiration of that period.

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

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

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

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

SEALAND SIGNATURE  
DATE:

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

(SIGNATUREOFWITNESS)

WITNESSNAME:

ADDRESS:

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

**Dear Sir,**

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

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

(SEAL AND SIGNATURE OF BIDDER)

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**  
**(To be stamped in accordance with the Stamp Act)**

Ref.:-----

Bank Guarantee No.:-----

Date-----

**To**  
 BRAHMAPUTRA CRACKER & POLYMER LTD.  
 “ADMINISTRATIVE BUILDING” LEPETKATA,  
 NH-37, P.O. LEPETKATA, DIBRUGARH,  
 ASSAM, PIN – 786 006

Dear Sir (s),

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

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

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

We, the -----Bank at-----having our Head Office -----

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

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

In Witness whereof the Bank, through its authorized officer, has set its hand and stamp on this ----- day of -----201 ----- at -----

WITNESS:

(SIGNATURE)  
 (NAME):  
 (OFFICIAL ADDRESS):

(SIGNATURE)  
 (NAME)  
 Designation with Bank Stamp  
 Attorney as per \_\_\_\_\_  
 Power of Attorney No.  
 Date: \_\_\_\_\_

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

Ref: No.

Date:

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

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

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

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

Place:  
Date:

Yours faithfully,  
(Signature of Authorized Signatory of Bidder)  
Name:  
Designation:  
Seal:

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

**NO DEVIATION CONFIRMATION**

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

Dear Sir,

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

Place:  
Date:

(Signature of Authorized Signatory of Bidder)  
Name:  
Designation:  
Seal:

**BIDDER'S QUERIES FOR PREBID MEETING**

| SL.<br>NO. | REFERENCE OF BIDDING DOCUMENT |             |               |         | BIDDER'S QUERY | BCPL'S REPLY |
|------------|-------------------------------|-------------|---------------|---------|----------------|--------------|
|            | SEC.<br>NO.                   | Page<br>No. | Clause<br>No. | Subject |                |              |
|            |                               |             |               |         |                |              |

NOTE: The Queries shall be sent by e-mail to [mkbinjola@bcplindia.co.in](mailto:mkbinjola@bcplindia.co.in) before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: \_\_

NAME OF BIDDER : \_\_\_\_\_

**PRESENT COMMITMENTS OF THE BIDDER**

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

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

SEAL AND SIGNATURE OF  
BIDDER

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

**To:**

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

Dear Sirs,

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

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

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

Yours faithfully,

\_\_\_\_\_  
 By its Constituted Attorney

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

**DECLARATION**

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

Dear Sir,

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

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

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

### **ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

**To,**

**Sr. Officer (C&P)**

**BRAHMAPUTRA CRACKER & POLYMER LTD.**

**“ADMINISTRATIVE BUILDING”, P.O.LEPETKATA**

**DIBRUGARH, ASSAM, PIN – 786006**

**FAX: 0373 – 2914635**

**SUBJECT:**

Dear Sir,

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

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

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

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

- B) Details of Contact person:

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

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

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

**PROFORMA FOR CONTRACT AGREEMENT**

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

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

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

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

Signed and Delivered for and on  
behalf of the EMPLOYER.

Signed and Delivered for and on behalf of  
behalf of the CONTRACTORS.

BRAHMAPUTRA CRACKER & POLYMER LIMITED (NAME OF THE CONTRACTOR)

Date: \_\_\_\_\_

Date : \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

**IN PRESENCE OF TWO WITNESSES**

1. \_\_\_\_\_

1. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s.  
Offer Ref.

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

| Sl. No. |   | Description                                                                                                                                                                                                                                                                                            | Bidder's Confirmation |
|---------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1       |   | It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.                                                                                                                                                                                  |                       |
| 2       |   | Confirm Bid has been submitted as per Instructions to Bidders in bid document.                                                                                                                                                                                                                         |                       |
| 3       |   | Confirm that the offer shall remain valid for acceptance up to 4 (Four) months from Final Bid Due Date /Date of Opening of Bids                                                                                                                                                                        |                       |
| 4       |   | Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL                                                                                                    |                       |
| 5       |   | Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).                                                                                                                                                                                                 |                       |
| 6       |   | Confirmed that Power of Attorney in favour of person who has signed the offer is submitted                                                                                                                                                                                                             |                       |
| 7       |   | Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.                                                                  |                       |
| 8       |   | Confirmation towards submission of EMD/Bid Bond of requisite value & its details.                                                                                                                                                                                                                      |                       |
|         | A | Bid Security No. & Date                                                                                                                                                                                                                                                                                |                       |
|         | B | Value & validity                                                                                                                                                                                                                                                                                       |                       |
|         | C | Name & address of Bank Issuing Bid Security                                                                                                                                                                                                                                                            |                       |
| 9       |   | Provide PAN number.                                                                                                                                                                                                                                                                                    |                       |
| 10      |   | Provide Service Tax Registration number.                                                                                                                                                                                                                                                               |                       |
| 11      |   | Provide Sales Tax (VAT / CST) Registration number.                                                                                                                                                                                                                                                     |                       |
| 12      |   | Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).                                                                                                                                          |                       |
| 13      |   | Confirmation towards submission of duly signed & stamped copy of Blank SOR (Schedule of Rates) showing that rate is quoted in same format.                                                                                                                                                             |                       |
| 14      |   | Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6                                                                                                                                                                                                |                       |
| 15      |   | Confirmation of compliance to tender terms & condition without any deviation such as Scope of work, Specification, contract period & time of job completion, Terms of Payment, PRS/compensation for delay, PBG/ security deposit, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc. |                       |

|    |     |                                                                                                                                                                                    |                                        |
|----|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| 16 |     | Confirmed that all terms and conditions of the tender are acceptable in totality                                                                                                   |                                        |
| 17 |     | Confirm that the prices are quoted as per clause 13.0 of ITB.                                                                                                                      |                                        |
| 18 |     | Bidder's name and address                                                                                                                                                          |                                        |
| 19 |     | Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.                                              |                                        |
| 20 |     | Confirm acceptance of Terms of Payment as specified in the Bid Document.                                                                                                           |                                        |
| 21 |     | Confirm quoted prices will remain firm and fixed till complete execution of the order. Fax of Intent shall be placed within offer validity as 'Notification of Award of Contract'. |                                        |
| 22 |     | Confirm acceptance in totality of the Terms & Conditions contained in:                                                                                                             |                                        |
|    | I   | Instructions to Bidders                                                                                                                                                            |                                        |
|    | ii  | General Conditions of Contract (GCC)                                                                                                                                               |                                        |
|    | Iii | Special Conditions of Contract (SCC)                                                                                                                                               |                                        |
|    | Iv  | Scope of Work                                                                                                                                                                      |                                        |
|    | v   | All other commercial documents/attachments of Bid Document                                                                                                                         |                                        |
| 23 |     | Confirm towards submission of <b>FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER</b> at Annexure-Z                                              |                                        |
| 24 |     | Confirm that bidder has understood Preamble to Schedule of Rates and Schedule of Rates (SOR) completely and bidder has quoted accordingly.                                         |                                        |
| 26 |     | Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid                                                |                                        |
| 27 |     | ENTERPRISES INFORMATION WITH RESPECT TO MSME DEVELOPMENT ACT 2012                                                                                                                  | <b>Yes (Certificate Attached) / No</b> |
| 28 |     | SOR has been signed & filled up as quoted exactly in the same format of RFQ                                                                                                        |                                        |
| 29 |     | All items of each SOR has been quoted                                                                                                                                              |                                        |

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

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

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

**(To be provided on Bank's letter head)**

**Bidder's Name:**

**Date:**

**Tender No.:**

To  
Brahmaputra Cracker and Polymer Limited  
Lepatkata, Dibrugarh-786006

Dear Sir,

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

It is confirmed that against tender No: \_\_\_\_\_ dated.....  
.....2016 for

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

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

Yours truly

For.....

Authorized signatory)  
Name of the signatory  
Designation

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

| Sl. No. | DESCRIPTION OF DOCUMENTS TO BE SUBMITTED                                                                                                                                                                                                                                                                                                            | DOCUMENT SUBMITTED |    | Please indicate Page No. |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----|--------------------------|
|         |                                                                                                                                                                                                                                                                                                                                                     | YES                | NO |                          |
| 1       | Have you enclosed the duly certified Work Order and its completion certificate mentioning value of job completed as stipulated in BEC.                                                                                                                                                                                                              |                    |    |                          |
| 2       | Tender Fee has been submitted                                                                                                                                                                                                                                                                                                                       |                    |    |                          |
| 3       | Earnest Money Deposit as per tender documents in the form of bank Guarantee/Demand Draft (DD)/Banker's Cheque/a letter of credit from any Nationalized/Scheduled Bank drawn in the favour of "BCPL." Payable at Dibrugarh.                                                                                                                          |                    |    |                          |
| 4       | Documentary evidence towards MSME (if applicable)                                                                                                                                                                                                                                                                                                   |                    |    |                          |
| 5       | Have you enclosed all forms & formats duly filled, signed & stamped.                                                                                                                                                                                                                                                                                |                    |    |                          |
| 6       | Bank Details along with cancelled cheque for RTGS / NEFT payment –F 16                                                                                                                                                                                                                                                                              |                    |    |                          |
| 7       | Have you enclosed complete tender duly signed & stamped.                                                                                                                                                                                                                                                                                            |                    |    |                          |
| 9       | Have you submitted Corrigendum /Pre-bid queries                                                                                                                                                                                                                                                                                                     |                    |    |                          |
| 10      | Attested copy of service tax registration certificate                                                                                                                                                                                                                                                                                               |                    |    |                          |
|         | Attested copy of PAN Card.                                                                                                                                                                                                                                                                                                                          |                    |    |                          |
|         | Attested copy of PF registration certificate                                                                                                                                                                                                                                                                                                        |                    |    |                          |
| 11      | Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.<br><b>OR</b><br>Affidavit of proprietorship and power of attorney in case of Proprietary firm<br><b>OR</b><br>Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) and power of attorney. |                    |    |                          |

**E-Banking Mandate Form**

(To be issued on vendors letter head)

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

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

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

Dear Madam/ Sir,

This is to confirm that I, Shri/ Smt. / Ms. \_\_\_\_\_  
(Name of vendor/contractor) have Savings /Current a/c No \_\_\_\_\_  
with \_\_\_\_\_ (Name of the Bank)  
at \_\_\_\_\_ (Branch Name and Address), whose code no is \_\_\_\_\_  
(Branch Code) and IFSC code is \_\_\_\_\_ (IFSC Code) to which payments  
can be released through NEFT/RTGS by M/s BCPL.

Thanking You,  
Yours truly,

**(Signature of vendor/contractor)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Encl: Cancelled Cheque

**CERTIFICATE FROM BANK**

This is to certify that Savings Account No. \_\_\_\_\_ is maintained by Shri/ Smt./  
Ms. \_\_\_\_\_ (Name of vendor/contractor)  
with \_\_\_\_\_ (Name of the Bank), \_\_\_\_\_  
\_\_\_\_\_ (Branch Name and Address), \_\_\_\_\_ (Branch Code), \_\_\_\_\_  
(IFSC Code), to which payments can be Released through NEFT/RTGS by M/s BCPL

**(Signature with Seal of Bank)**

**Branch Manager/ Authorized Signatory**

**CONSENT LETTER ON ACCEPATNCE OF GENERAL CONDITIONS OF  
CONTRACTS (GCC)/GENERAL PURCHASE CONDITION (GPC)**

NIT/RFQ NUMBER:

Dated:

Dear Sir,

In reference to the Tender number \_\_\_\_\_, Dated \_\_\_\_\_, I/we have read the following Conditions of Contract which is available in the BCPL website.

I/ we further confirm that we have agreed to all the conditions as printed/available in the Documents in BCPL website in entirety and unconditionally.

**1. General Conditions of Contract.**

**([http://www.bcplonline.co.in/content/tender/GCC\\_CONTRACTS.pdf](http://www.bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf))**

Thanking you,

(Sign of the authorized signatory with the Company/ Firm seal)

Name:

Designation:

Company Seal:

**SECTION III**

## **SPECIAL CONDITIONS OF THE CONTRACT**

### **SCC: 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.*

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

#### **2.0 LOCATION:**

**Refer SCC-Part B**

#### **3.0 SCOPE OF WORK:**

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

#### **4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:**

As per (SCC) **Part-B**.

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

#### **5.0 TERMS OF PAYMENT:**

Terms and conditions related to Payment terms are specified in **SCC Part B**.

#### **6.0 EARNEST MONEY:**

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

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

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

#### **7.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:**

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

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

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

#### **8.0 SERVICE TAX:**

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

#### **9.0 SECURITY DEPOSIT:**

- 9.1 Security deposit @7.5% of Annualized Contract Value excluding taxes & duties has to be deposited within 30 (Thirty) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.
- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.
- 9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed Proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.
- 9.4.1 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

#### **10.0 TECHNICAL SPECIFICATION:**

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

**11.0 TESTS AND INSPECTION:**

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

**12.0 MEASUREMENT OF WORK:**

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

**13.0 DEFECT LIABILITY PERIOD:**

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

**14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:**

- 14.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment and tools and,
- 14.2 Tackles and augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to suit the work/construction schedule without any additional cost to owner. The bidder shall submit a list of construction equipment he proposes to deploy for the subject work along with deployment schedule. No Construction Equipment shall be supplied by the Owner.
- 14.3 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-Charge depending on the exigencies of work, without any additional cost to owner. The bidder shall submit the details of minimum site organization proposed by him.

**15.0 MOBILIZATION ADVANCE (M.A.):**

No mobilization advance is payable for this work.

**16.0 COMPENSATION FOR EXTENDED STAY:**

No compensation for extended stay is payable to contractor.

**17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):**

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

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

**18.0 MISCELLANEOUS:**

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

**19.0 SUBMISSION OF TENDER DOCUMENTS:**

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

**20.0 SCHEDULE OF RATES:**

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

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

**21.0 COMPENSATION FOR DELAY:**

As per GCC.

**22.0 TERMINATION OF CONTRACT:**

As per GCC.

**23.0 CONTRACT AGREEMENT:**

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

**24.0 SUPERVISION OF WORK:**

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

**25.0 CLEARANCE OF SITE:**

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

- 25.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.
- 25.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.
- 26.0 ADHERENCE TO SAFETY REGULATIONS:**  
Contractor shall ensure that all safety precautions required are observed at all times during the execution of the job.
- 27.0 NUISANCE:**  
The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or tenants or occupants or their properties near the site and to the public generally.
- 28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:**  
The contractor shall not be entitled to any increases on the schedule of rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation explanation statement or alleged representation, promise or guarantees given or called to have been given to him by any person.
- 29.0 CARE OF WORKS:**  
From the commencement to completion of the work, the contractor shall take full responsibility for the care for all works including all temporary works any in case any damages, loss or injury shall happen to the work or to a part thereof or to any temporary works from any reason.
- 30.0 DEFENCE OF SUITS:**  
If any action in court is brought against the owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the contractor to perform any acts, matters, convenient or things under the contract or damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representative or his subcontractors or in connection with any claim based on lawful demand of sub-contractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all lesson, damages, expenses or decrease arising out of such action.
- 31.0 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 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 BCPL if required and available.
- 31.24 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 31.25 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.
- 31.26 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 31.27 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 31.28 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

**32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :**

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

**33.0 ARBITRATION CLAUSE:**

- 33.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.
- 33.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.
- 33.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to he 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 and 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 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.
- 37.2 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.
- 37.3 Non-submission of the attested copies of the certificates/documents will render they bid non-responsive and liable for rejection.

**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.

**SPECIAL CONDITIONS OF CONTRACT –PART B**

**SPECIAL CONDITIONS OF CONTRACT  
&  
SCOPE OF WORK**

## SPECIAL CONDITIONS OF THE CONTRACT (PART-B)

### **JOB: TENDER FOR PEST CONTROL SERVICES AT BCPL PLANT PREMISES AND BCPL & CISF TOWNSHIP PREMISES**

#### **1.0 General**

- 1.1 Special conditions of contract shall be read in conjunction with the General Conditions of Contract, Specifications of work, drawing and any other document forming part of this contract whichever context requires.
- 1.2 Notwithstanding the sub divisions of the document 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.
- 1.3 Where any portion of the special conditions of contract is repugnant to or at variance with any provisions of the general conditions of contract then unless a different intention appears the provision of the special conditions of contract shall be deemed to over-ride the provisions of the general conditions of contract only to the extent such repugnancies of variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.
- 1.4 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 own cost and the contract price/ rates shall be deemed to have included cost of such performances and provisions mentioned.
- 1.5 The intending bidders shall be deemed to have visit the site and familiarized themselves thoroughly with the site conditions before submitting the bid. Non-familiarity with; the site conditions will not be considered a reason either for extra claims or for not carrying out works in strict conformity with drawings and specifications.
- 1.6 In case of contradiction, the following shall prevail in order of precedence.
  - i) Detailed letter of intent along with statement of agreed variations and its enclosures.
  - ii) Fax/ telegram of intent/acceptance.
  - iii) Schedule of rates (SOR)/ B.O.Q.
  - iv) Special conditions of contract.
  - v) Specifications/ specific requirement.
  - vi) Drawings.
  - vii) General conditions of contract.
  - viii) Indian standards.

## **2.0 SITE INFORMATION:**

The sites for the subject are situated at locations detailed below :

1. BCPL plant buildings (Address – Lepetkata, Dibrugarh, Pin- 786006).
2. CISF Township (Address - Near BCPL plant).
3. BCPL Township (Address – Barbaruah, Dibrugarh, Pin- 786007).

The list of the buildings considered is attached.

## **3.0 Time Period:**

The total time period of this contract is 01 years (12 months) All terms and conditions of the contract, quoted rates, discount etc. shall remain unchanged for such periods. The time period shall be reckoned from the 7<sup>th</sup> day of the issue of written work order or letter/ fax of intent/acceptance whichever is earlier. The period of 7 days shall be considered as initial mobilization period.

## **4.0 Defect liability Period:**

Contractor has to ensure that effect of Pest Control service in each category shall remain active till the next cycle of the service as per schedule mentioned here in the tender documents. In case of default, Contractor shall provide the extra service in between cycles to the satisfaction of Engineer-In-Charge, failing which EIC will have the power to recover/ reduce the charges from the bill submitted by the contractor.

## **5.0 Specifications :**

All specifications for the work shall be as per the bill of quantities, scope of work and brief description of works, which are self explanatory but not exhaustive and limited. The chemicals, antidotes, sprays, dusts etc. required in the work shall be legally approved. **Chemicals banned by Govt. of India shall not be used. Responsibility of using legally correct chemicals and disposal of empty containers as per govt. laid down guidelines solely rests with the service provider (contractor).**

However, wherever required the latest CPWD specifications and Indian Standard Codes of practice shall be referred. Wherever these codes are silent, sound Engineering Practice shall govern the same. The decision of the Engineer-in-charge in matters of interpretation etc. shall be final and binding on the Contractor.

## **6.0 Rate to be Quoted :**

The contractor should be fully aware of the location of various sites, area involved, approaches and site conditions, mode of transportation for materials, scope and actual quantum of works etc. before quoting the rates. The quantities mentioned in the Bill of Quantities are tentative and may change as per actual requirement at the time of execution of the work. The bidder is to quote their rates strictly as per the Schedule of Rates.

The rates to be quoted should be inclusive of all taxes, duties, state and central govt. fees provident fund contribution, insurance charges, octroi, cost of material, transportation charges, cost of site office and store for the chemical, cost of safety equipments, labour charges, tools and tackles,

equipments, overheads, contractor's profit, any other expenditure which may be required for the successful completion of the work in-to **but excluding the Service Tax.**

The rates quoted by the contractor shall remain firm for the total period of the contract. Under no circumstances the contractor shall be eligible for payment of extra amount other than the quoted rates either in the form of escalation or otherwise. The "Schedule of Rates" quoted by the bidder shall be taken up for evaluation on overall basis for finalization of L-1 bidder.

At the time of submission of final bill, contractor must submit 'no claim' certificate over and above his final bill.

#### **7.0 Agreement :**

The contractor shall be required to execute an agreement on a non-judicial stamp paper of requisite value within a period as specified in the tender.

If the contractor fails to execute the agreement within the stipulated period BCPL shall be free to cancel the work order and forfeit the Earnest Money deposit without any notice to the contractor.

#### **8.0 Schedule of work :**

The contractor shall provide a person as a Supervisor to receive the complaints over telephone from the users at specified time duration (09:00 am to 05:00 pm) in all working days and even in holidays if required by the instructions of Engineering-in-charge. All the telephonic complaints received have to be registered in proper format, attended and responsibility for complying the same will be lied on the part of contractor.

The CONTRACTOR shall prepare a monthly schedule at the beginning of each month and shall submit the same to the ENGINEER-INCHARGE for approval and further execution. The CONTRACTOR shall submit the weekly/day to day report of the work done and problems faced to the ENGINEER- IN-CHARGE for his information and necessary action. The work shall be executed timely and properly. Proper records of execution shall be maintained by the CONTRACTOR and made available for verification and certification of work by ENGINEER-IN-CHARGE.

#### **9.0 Scope of Work :**

The scope of work shall be generally as per Bill of Quantities for the work that is self explanatory, but not limited to the quantities and specifications indicated therein. However, it is understood that the scope of work shall included inter-alia, the carrying out of any and all works and providing any and all facilities, as per required for completing the works as per terms and conditions of Contract Document. The brief description of works as detailed in this contract, elsewhere, shall be part of the scope of work.

**9.1** Contractor's scope of work shall include, but not limited to, the following works:

##### **(A) Cockroach , Red & Black Ants, Spider and Psocids Management Service:**

- a. Total control of Cockroach, Red & Black Ants, Spider and Psocids are included in this category.
- b. Intensive sprays on monthly basis, in drainage outlets and nooks and corners, Landscaped & External areas towards all the buildings. Spraying Deltamethrin 2.5% SC at a ratio of 25 ml. per liter of water.

- c. Intensive sprays on monthly basis, Landscaped & External areas towards buildings of the colony. Spraying Propoxure 25% EC at a ratio of 25 ml. in one liter of water.
- d. Supplying and application of Fipronil 0.5% based Cockroach Gel at the specified areas .The application will be directed to the harborages and in the area where water is not used on regular basis for cleaning and in the dark and dry area. It is not volatile, therefore there are not airborne active ingredients (a.i.) released. This reduces chemical exposure to applicators, customers and the environment in general. This gel is affective against cockroaches only.
  - i. Frequency of Application – Once in a month. Materials should not cross the expiry date (if any).

**(B) Lizards Management Service:**

- a. Supply and application of Cypermethrin mixture with water or a mixture containing Cypermethrin & Pyrethrin for Lizards and other reptiles are included in this category. The chemical to be used for lizard control service shall be as follows:
- b. Cypermethrin mixture with water or a mixture containing Cypermethrin & Pyrethrin. The materials to be used at a ratio of 20ml.per liter of water for treatment and shall not be harmful to human being. Also, material with pungent smell shall not be allowed to use.
  - i. Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).

**(C) Rodent Management service:**

- a. Total control of rats/mice/bandicoots and other rodents are included in this category. The treatment for rodent control shall be of both edible as well as stick-in type. The eatable type of chemical should be in the form of a cake or Granules on consumption of which the Rodent should die at an outside location.
- b. The stick-in type of treatment is to be placed in rodent bait stations at different areas of the sub-stations such that, any rodent etc. that may come inside cannot escape after coming into contact with the sticky glue. This will help in physical verification of actual movement of the rodents etc.
- c. Installation of minimum 600 nos. of rodent bait station
- d. Supply, placing and replacement of Baits at area specified in Annexure 1. Baiting shall be done on the internal perimeter of the Boundary at a distance of 60 Foot, Bait stations to be placed and fixed into the pave by drilling, bait shall only constitute Bromodiolone 0.005% granules/ wax block formulation 75 grams per bait unit.
- e. Supply, placing and replacement of Baits as the same principle at external perimeters of all the buildings and the same rodenticide to be applied as a process of placing the bait stations by same manner the baiting distance shall be not far than 40 Feet and 75 grams per bait unit.
- f. Supply, placing and replacement of Ready to use Rodent glue traps of both sizes i.e. either 48RBGL Rat trap model or 99-72MB Mouse trap, in the inter perimeter of the main building at a distance not more than 20 feet. The specific trapping may be void of Bait stations but as and when required the bait station shall be planted.

- g. There shall be mentioned rodent glue traps at the common walls inside the strategic placement areas like duct entry, vent, service pipeline entry points, active rodent movement areas.
  - i. Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).

**(D) Mosquito Management Service:**

- a. Anti Larval Treatment : Using laticidal insecticide such as Fenthion, Baytex, Temphos, BTI, Diesel etc in all stagnant water masses dirty flowing water, potable water, in ponds with a Weekly frequency.
- b. Indoor Residual Spray: Prophylactic treatment shall be carried out for adult mosquito control with Deltamethrin 2.5% SC in mosquito resting areas inside all the closed premises with every fortnight.
- c. Thermal Fogging: Hot Fogging needs to be carried out in all open areas, within bushes & shrubbery. The treatment needs to be carried out on weekly basis by using King Fog(Deltamethrin 1.25 ULV)
- d. Cold Fogging / Misting : Misting shall be carried out on weekly basis with Deltamethrin 2.5% SC
  - i. Frequency: Minimum 36 nos. of services in one year. Materials should not cross the expiry date (if any).

**(E) Snake Management Service:**

- a. Prophylactic treatment for Snake management.
- b. Supply and application of Phorate granules by admixing with sand and then disburse to the outer periphery of the building. This will repel snake out of the premise. Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).
- c. Supply and application of Carbolic acid to spray the outer periphery of the building which will act as repellent.
  - i. Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any)

**(F) Weed Control Service :**

- a. Spraying of high quality anti weed chemical for control of weed growth as per chemical guide lines. Proper cleaning of the area treated and disposal of the garbage at a distance as specified by EIC. Chemical to be used is Glyphosate . Chemical ratio =1ltr/10000 sqm.
  - i. Frequency of Application – Once in a month. Materials should not cross the expiry date (if any).

**(G) Honey Bee Hives Control:**

- a. Professional Bee Hive removal service that is eco-friendly by removing the hives and solving the problem without killing the bees.
- b. The service shall be carried out in completely eco-friendly process using tools and materials. (Note: for height 30ft and above, special arrangement for ladder shall be made by BCPL).

**Note:**

- 1) Mandatory visit of Professional Pest Manager (Technical Manager) at Site: To perform this job successfully, the Pest Manager deployed at site must have and maintain the highest level

of integrity and be able to perform the Principal Duties and Responsibilities satisfactorily. He/she should have a work experience of minimum one year as a Pest Manager, Knowledge of pest control products, services, and treatments, Knowledge of pest control regulations, and safety procedures. He/ she should have a graduation degree in Agriculture or in science with chemistry as a subject.

- 2) Pest manager shall visit the site twice in a month and submit report regarding service execution and provide test certificate of equipments. No extra payment shall be entertained in this regard. Visit Certificate and Equipment test certificate provided by Pest Manager shall be furnished with invoice and RA Bill.
- 3) All the required experienced and certified technician & supplying and placement of materials as required to carry out the job shall be in the Contractor's scope. Contractor have to furnish technician training certificate at his own cost along with the invoice / RA bill.
- 4) Contractor should hold the pesticide license, Trade license and Shop and Establishment License updated.
- 5) Four (04) nos. of skilled/trained and certified technicians are to be strictly deployed at site i.e. two for BCPL plant and two for township areas to carry out the services. No extra payment will be entertained for this. Trained technicians of the contractor have to inspect the different areas for pest control and take necessary action to control the same. The persons engaged in application of pest control chemicals have to use protective clothing, personal protective equipment as per the direction of Engineer-in-charge while on job. All the technicians should be provided with individual bicycles for faster and easy movement within the premises.
- 6) One dedicated supervisor shall be deployed by contractor for day to day service activity. This supervisor has to keep the records of service delivery and he has to report daily to the EIC.
- 7) The Material Safety Data sheet (MSDS) of the supplied chemicals is to be submitted to Engineer in-charge before the start of any work.
- 8) During supply of chemicals to BCPL to be used for pest control, copy of challan of chemicals that entered into plant premises is to be submitted to the Engineer-in charge each time and one copy shall be submitted along with the invoice.
- 9) A comprehensive monthly report containing the record of material consumption and effectiveness of the treatment shall be submitted along with the monthly running bill duly verified by the Contractor and Engineer-in-Charge. For verification of actual work done, the Pest Manager should maintain a register with the date-wise application of pesticides at various units countersigned by the Unit-in charge.
- 10) Contractor must use safety kits or PPE during service execution.
- 11) Contractor has to use eco-friendly or new generation pesticides in the premises which don't have any residual effect on human beings. It is the sole responsibility of the contractor to take care of the dosages of medicines used at site. The dosages should satisfy the guideline

in manufacturer's specification or the tender specifications. The contractor should be updated regarding the banned chemicals and the usage of such medicines should be replaced by some other medicines of same composition and nature after due approval from EIC. No extra payments for such changes will be considered.

- 12) The SOR quantity of area for every service is just an estimated quantity. It is the responsibility of the contractor to calculate all the actual quantity of area before the start of the work. The area treated should be recorded in proper measurement book duly signed by contractor and a representative from client and to be produced at the time of billing.
- 13) The area to be considered for measurement should be plinth areas of the building. The treatment area will include the periphery of the buildings and no extra payments will be entertained. For the services against cockroach, rat and lizard in residential or administrative buildings the different floor areas will be considered for measurement. But for substations, control rooms and other plant buildings only plinth areas will be considered for services against the same. For measurement of services against mosquito and snakes only plinth area for a building will be considered always and the periphery treatment is inclusive.
- 14) The contractor's workforce should be covered under PF, ESIC and as per minimum wages act. (PF and ESIC challan is required)

#### **10.0 Equipment:**

The contractor shall furnish a statement with list of equipment/apparatus proposed to be deployed and chemicals proposed to be used for different services by him for execution of work at different locations.

#### **11.0 Quality assurance for the work:**

The contractor shall ensure that during the period of operation there is no infestation of mosquitoes' etc. from the outside and inside. The contractor would take all the required preventive measures. The CONTRACTOR shall keep proper record of chemicals, which will be subject to QUALITY strict checking by the OWNER. The contractor shall carry out all necessary operations so as to eradicate the entire project area, township area and peripheral area from snakes, rate rodents, lizards, mosquitoes and larvas, insects (including flies, cockroaches & ants), etc. All the sources of mosquito larvas would be attended by the contractor. Even after the satisfactory completion of the operations in the area covered, if any further mosquitoes, snakes, rat rodents, flies, ants, etc. infested, the contractor shall attend to those problems promptly as per the direction of ENGINEER-IN-CHARGE.

Quoted RATES under this contract shall be assumed to include cost of such operations also. OWNER shall entertain no extra claim for any such operation under any circumstance.

In case of the chemicals being used by the CONTRACTOR being ineffective, ENGINEER-IN-CHARGE shall have the authority to instruct the CONTRACTOR to change the chemical and the CONTRACTOR shall comply the same to, immediately.

## **12.0 Submission of bills:**

12.1 The contractor shall prepare a monthly schedule, which shall be reflected on a work sheet clearly mentioning the details/nature of each pest control services to be carried out at different locations and the same shall be signed by the residents/HOD's as mentioned below.

12.2. The format stating the name of chemicals and doses completed by the Contractor as mentioned in the scope of work and also at Annexure-II enclosed herewith has to be furnished by the Contractor along with his bills, which will be verified and duly certified by Engineer-in-charge before forwarding of monthly bills. Process of use of Chemical including ratio of Chemical and concentration of chemical in the spray would be certified by Engineer-in-charge.

## **12.0 Measurement of work:**

The area indicated in the "Schedule of Rates" & "Scope of Work" is purely an estimate. At the beginning of the contract, the successful contractor shall be required to measure the area of the Public buildings/Office buildings etc, under the guidance of Engineer-in-charge and get the same duly certified. Contractor shall also maintain different registers/work sheets for each type of service, which is to be signed by authorized personnel of BCPL.

## **13.0 Contractor is to ensure the following:**

**13.1** The Scope of Work against this job and guidelines consisting of list of chemicals with doses to be furnished/ confirmed by the contractor is given at SCC Part-B.

1) The Contractor and his work force will abide by all the safety requirement of BCPL. The contractor shall have to provide various safety equipment such as safety shoes, helmet, and gloves, gumshoes etc. to its labour/employees/ persons as per the site requirement and satisfaction by BCPL safety Engineer/ Officer.

2) The Company shall not be liable for or in respect of damages or compensation for any injury caused to its employees or to third person or for any occupational disease peculiar to the employment to any person(s) engaged by the Contractor and the Contractor shall keep the Company indemnified thereof.

3) The contractor at his own expense shall extend full insurance to cover all rights to all his employees as may be required.

4) During the currency of the Contract, if the progress of work does not commensurate with the time elapsed in respect of any person/persons engaged; the Contractor shall be liable to pay Company the compensation, as may be considered/fixed by the Company/ Engineer-in-charge.

5) All necessary chemicals & equipment required for the jobs as specified in the 'Schedule of Rates' and 'Scope of work' shall be arranged by the contractor. All materials should be got approved by EIC/site engineer before execution, failing which material used will not be accepted and no payment will be made towards the same.

6) The manpower to be deployed should be familiar to the work and sufficient equipment and manpower shall be deployed to discharge the job specified.

7) Contractor should ensure the safety of his material at his risk and cost. BCPL will not be responsible for any type of damage or loss etc.

8) The contractor shall have to clear all the sites off any balance materials, construction debris, garbage, temporary structures etc. and deposit the surplus /scrap materials of BCPL in stores and handover site in neat and clean condition to BCPL.

9) All works shall be carried out as per schedule, tender specifications, ISI/CPWD specifications, Indian electricity act and as per directions of EIC from time to time.

10) The contractor should coordinate with local authorities, other State Govt. authorities, panchayats. wherever required.

**13.2** All materials required in the work shall need prior approval of EIC failing which material will not be accepted and no payment will be made towards that. The contractor shall submit the sample of the material to be brought at site for approval. Rejected material shall not be used and taken out from the Plant premises with due permission of EIC.

**13.3** Shifting and placing back of furniture, equipment, PCs, TV, Refrigerator, documents, table glasses etc in the office, if necessary for any activity under this contract, will be in the scope of contractor. Utmost care should be taken in shifting of the materials, especially in Telecom Rooms, Control Room, Sub-stations and other Equipment Rooms where highly sophisticated and costly equipments are installed. Item rates shall be inclusive of cost for such activities.

**13.4** The contractor shall have to abide by all SAFETY RULES & REGULATIONS applicable for the works. This will include issue of temporary security passes for all workers, provision of safety helmets, safety belts and safety shoes for working in hard hat area etc. Quoted rates shall include cost for provision of these PPEs.

**13.5** The contractor shall provide proper scaffolding for working at height and shoring for working at depth.

**13.6** CISF has been deployed for Plant Security but the contractor should ensure the safety of his material, equipment, tools and tackles, materials issued by BCPL etc. BCPL will not be responsible for any damage or loss to any of contractor's material. The contractor is required to obtain IN PASS for his all materials, equipments, tools and tackles etc. OUT PASS will be issued by EIC subject to production of IN PASS.

**13.7** The contractor shall be provided with a Store for keeping chemicals/materials by BCPL.

**13.8** BCPL shall provide free utilities at available points for the works covered under the scope of work. Utilities shall mean water and electricity.

**13.9** The contractor shall have to provide and maintain log sheet/ log book and shall obtain signature of the concerned user/ in-charge of area/ building. EIC or his representative shall sign for the service / treatments done in buildings like Administrative Building, Canteen, CISF Barrack or any other Building or Area where user can be defined. For other buildings user shall sign eg. for Warehouse, Yard, C&P, Workshop, Mechanical, Control Room, Shift-in-Charge, Sub-Station & Switch Yard – Electrical Department.

**13.10** The contractor shall deploy adequate number of personnel with equipment & chemicals to discharge the work satisfactorily as specified in SOR at regular intervals mentioned in SOR and as per directions of Engineer-in-charge. In case the work is not completed satisfactorily or as per the specification / direction of Engineer-in-Charge during any month, the company reserves the right to penalize 2 times of the quoted rate for a particular operation not carried out. The decision of the Engineer-in-charge shall be final and binding.

**13.11** An amount of Rs.1, 000/- shall be recovered from the agency if any cable damage is observed due to non- functional of rat/rodent control. The total recoveries on account of penalty shall however be limited to 10% of the total contract value.

### **Special conditions of Contract:**

- i. BCPL shall not provide any expert, manpower etc. for the above operation. The contractor has to post a team of supervisor, operators at the project site, beside technical advisor or Entomologist, who should visit site periodically to assess the operation and progress of the site.
- ii. Contractor shall be responsible for the conduct of their employees and shall be liable for consequential action together with staff involved in any offences and shall keep indemnified BCPL
- iii. Contractor shall arrange to furnish a list of staff, equipment and chemicals to the Security Department. Contractor's staff shall strictly follow the security regulations in force at site. **All personnel shall be provided with uniform and PPE's like helmet, shoes etc. in addition to Chemical/Pesticides related PPE's.**
- iv. Contractor's team shall report to Engineer – in- Charge and report the daily activities, if required.
- v. The contractor shall ensure efficient execution of work through competent and experienced workers. Any deficiency in work if detected, at stage, penalty will be imposed, as may be deemed fit.
- vi. A supervisor of the contract should be available round the clock basis.
- vii. Record of the chemical consumption area wise used to be updated regularly.
- viii. Material safety data sheet of the chemicals used to be submitted.
- ix. Baiting should be kept out of reach of personnel.
- x. All chemicals used to be reputed manufacturers such as Bayer. Lederele, Hindustan Insecticide Limited, Indian Oil Corporation Limited or equivalent.
- xi. Submission of quality certificate of the chemicals used for any recognized laboratory.

- 14.0 Timings to carry out all kinds of jobs shall be 0900 hrs to 1700 hrs on all working days except for fogging which shall be done as specified in the tender/contract and as per requirement.
- 15.0 **The contractor and his Entomologist shall do periodic review/inspection of all treatment with the Engineer-in-Charge for assessment of the result of operations.**
- 16.0 The contractor shall use only the chemicals mentioned in BOQ and brief detail of work or equivalent quality/ make and shall have valid license to possess and use of such chemicals/ pesticides, weedicides/herbicides etc. and should have its own sources of supply/ tie-up with authorized distributors or manufacturers of chemical as approved by the Government/ appropriate authority. Under no circumstances, banned chemicals/ pesticides etc. shall be used. The make and quality of chemicals are subject to inspection and clearance by EIC.
- 17.0 The contractor shall deploy only trained personnel bearing Photo Identity Card issued by the Contractor as per the format prescribed by BCPL for entry into all operational, non-operational area/ buildings.
- 18.0 All equipments/ vehicles mobile or static that are (diesel/petrol/electrical driven) required to carry out various operations for pest control should be provided with spark arrestors.
- 19.0 The contractor shall have to clear all the sites off any balance materials, dead rats, snakes, pests, hives, nests, debris, garbage, temporary structures etc. and hand over the site in neat and clean condition to BCPL
- 20.0 Execution of job/ service :** Minimum expected daily skilled technician strength of 4 (four) is essentially required to be deployed for this job, however more technician/resources may have to be deployed as per the requirement to have effective pest control operations keeping in view the season/climatic conditions, increase in simultaneous activities/quantum. Pest control operation is to be carried out on daily basis. Dead grass removal is to be done by uprooting & disposal is required to be carried out immediately after grass becomes dry/brown within 7-10 days, otherwise same may be got done by EIC at the risk and cost of contractor.

**Equipments:** Detail of equipments to be used Pest Control –

|                                                                               | <b>Minium</b>      | <b>Make</b>             |
|-------------------------------------------------------------------------------|--------------------|-------------------------|
| a) Foggers                                                                    | 02 (02 +1 standby) | Aspee or any equivalent |
| b) Mist Blower                                                                | 02 (02 +1 standby) |                         |
| c) Other spraying equipments for<br>General Pest control : 04 Sprayer mimimum |                    | Aspee                   |
| d) Rodent Bait Station : 600 nos.                                             |                    | --                      |

**21.0 Accommodation:** Contractor shall make own arrangement for stay of the persons to be deployed at his own cost and risk to meet contractual obligations. Company shall have no obligation to provide any accommodation for the purpose.

**22.0 Contract Performance Guarantee (Security Deposit)**

Contract Performance Guarantee shall be submitted by the contractor as detailed in the tender & the same shall be released after successful expiry of Defect Liability Period.

**23.0 PAYMENTS:**

The payment shall be made for the actual work done as per the running account bill or final account bill raised by the contractor on the standard proforma prescribed by BCPL and duly certified by Engineer-in-Charge.

Only one bill shall be entertained in a particular month for payment and Payment will be made within 15 days after submission & acceptance of bill by the Engineer-in-Charge.

The bill shall be submitted neatly hand written and legible, preferably typed and submitted in quadruplicate in hard & soft copy(ies) as per requirement. The cost of typing/activity towards submission in soft shall be borne by the contractor.

**COMPLETION CERTIFICATE & FINAL BILL:** The Engineer-In-Charge shall normally issue to the Contractor, the completion certificate within one month after receiving an application thereof from the Contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of the contract documents.

The Contractor after obtaining the completion certificate is eligible to present the Final Bill for the work executed by him. The final, bill shall be prepared on the basis of the final measurements entered in the measurement book/sheets.

The final bill shall be considered as conclusive and the same to be submitted along with 'no claim certificate' from the contractor.

All the bidders participating in this bid shall submit their E-banking details in the prescribed format enclosed with this SCC Part-B. No payment can be released to the contractor by Finance Deptt. Unless they have submitted their E-banking details duly certified by his banker.

**24.0 Liquidated Damages/Penalty:**

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 owner's defaults, the contractor shall pay to the owner, by way of compensation for delay and penalty, a sum Rs. 500/- per incidence of delay maximum upto 5 % (five percent) of the value of contract.

The decision of the Engineer-in-Charge in regard to applicability of compensation for delay and penalty shall be final and binding on the contractor.

## **25.0 Insurance:**

The contractor shall be required to obtain insurance policies with respect to following after the award of the work and submit the same with BCPL before start of the work at the site. These insurances are to be taken during the mobilization period,

- (1) Workmen Compensation policy

## **26.0 Statutory Obligations:**

The contractor shall be required to fulfill the statutory obligations as detailed under General Conditions of the Contract and shall obtain labour license from the competent authority before starting the work at site. The contractor may note that the necessary formalities for obtaining the labour license shall be completed during the mobilization period allowed to the contractor.

### **Bidder must submit the proof of the following:**

- a) Bidder must have a license of commercial pest control operation
- b) Bidder must be a member of IPCA / NPMA / PMA
- c) Bidder must have Service Tax registration No.

## **27.0 General Condition of Contract:**

The general conditions of contract shall be part and parcel to this contract and shall be read in conjunction with this Special Conditions of Contract.

## **28.0 Engineer-in-Charge**

Authorized representative of BCPL shall be the Engineer-in-Charge for the work.

## **29.0 TRANSFER OF TENDER DOCUMENT & BID**

The BID must be submitted in the name of the Bidder to whom the Bid Document was issued by BCPL. Transfer of the Bid document by the original purchaser for bidding by another is not permissible. Similarly transfer of BID submitted by one bidder to another is not permissible. BID DOCUMENTS must be purchased in the name of the bidder who proposes to bid. No alternation in the same of the bidder subsequently shall be permissible.

## **30.0 SAFETY AND SECURITY REGULATION:**

The CONTRACTOR shall abide by the safety and security regulations as enforced by BCPL/ statutory bodies from time to time. CONTRACTOR shall observed in addition to cods specified in respective specifications al national and local laws ordinance rules & regulations pertaining to the works and shall be responsible for extra costs arising from violation of same.

## **31.0 SAFETY / FIRE PROTECTION:**

Contractor shall take all necessary measures to protect the work and workmen against accident and occupational disease. They shall observe and comply with all governmental safety regulations as required.

In addition the contractor will be required to comply all Safety Regulations as specified by the BCPL.

In case of death, the Contractor shall be responsible for immediately notifying the nearest Police so that they can make proper investigation in accordance with the law.

Also in case of death, the contractor shall immediately inform the labour officer of the area in which the death occurs.

**32.0 INCOME TAX:**

Income Tax at the prevailing rate as applicable from time to time shall be deducted from Contractor's bill as per Income Tax Act and quoted rates shall be deemed to include this.

**33.0 COMPLIANCE WITH LABOUR/INDUATRIAL LAWS.**

Contractor shall at his own expenses ensure due compliance with all applicable and governing industrial laws, rules, regulations & byelaws both of the Central and State Governments and all other local authorities and shall keep the owners harmless and indemnified in respect thereof.

**34.0 WORK CONTRACT TAX:**

Deduction against work contract tax, as applicable due to statutory requirement from time to time, will be made from the bills depending on the contract value.

**35.0 SPECIAL CONDITIONS TO PREVAIL OVER GCC:**

In case of discrepancy between GCC and SCC, the Special Conditions of Contract shall prevail over GCC.

**36.0 LABOUR LEGISLATION:**

- a) It shall be the sole liability of the contractor including the contracting firm/company) to obtain and to abide by all necessary license/ permissions from the concerned authorities as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act. 1970.
- b) The contractor shall discharge obligations as per provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act.1952, the Employees State Insurance (ESI) Act.1948, the Contract Labour (Regulation and Abolition) Act, 1970 and inter state Migrant (Regulation of employment & conditions of service) Act,1979, the minimum Wages Act, 1948, the Payment of Wages Act, 1936 the workmen's Compensation Act, 1923 and other relevant, Rules and regulations enforced from time.
- c) The contractor shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to BCPL and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the prescribed dates. Every contractor shall submit the proof of depositing the employees and employers contributions. The contractor shall also be responsible to pay any administrative/inspection charge thereof, wherever applicable, in respect of the personnel employed by him for the work of BCPL.
- d) The contractor shall regularly submit all relevant records/documents to BCPL representative for verification and upon such satisfaction only, BCPL will allow reimbursement of the amount paid.

- e) The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7<sup>th</sup> of the subsequent month. The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
- f) The contractor shall indemnify the company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
- g) The contractor shall ensure regular and effective supervision and controls of the personnel deployed by him and give suitable direction for undertaking the contractual obligation.
- h) The contractor should have own P.F. code issued by the concerned RPFC.
- i) Contractor should obtain W.C. policy for the persons to be deployed.
- j) Persons so deployed should be on the roles of the CONTRACTOR.
- k) The contractors shall also abide necessary instruction of maintaining proper health check-up of their employees and engaged manpower for which necessary certificate from competent medical officer shall be produced before commencement of work and rate should be inclusive of all relevant cost arising out of it.

### **37. IMPORTANT POINTS OF LABOUR LEGISLATION AND HEALTH SAFETY & ENVIRONMENT.**

- a) The contractor shall obtain all necessary insurance policies covering all risks such as accidents, injuries and death caused to his employees or laborers or to third person including loss to the properties of owner/BCPL or to some other agency. The contractor shall the proof that he has purchased a insurance policy as mentioned above.
- b) The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infection disease. The contractor shall get examined his employees/workers through a Govt. doctor / Registered practitioner and produce the fitness certificate before deployment.
- c) The contractor has to comply and adhere with the fire prevention/ protection, safety rules, regulations and policies of the Company. The contractor shall provide cotton works were, safety shoes, blue helmet and other required personal protective equipments to the personnel so deployed at site.
- d) No employee or person of contractor (including contractor) is allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor shall have to charge/replace him failing which BCPL may terminate the contract.

- e) The contractor hereby agrees to indemnify owner/BCPL and harmless from al claims, demands, actions, cost and charges etc. brought by any court, competent authority/ statutory authorities against may act or act of the contractor or his workers.
- f) The contractor should produce the police verification of the character and antecedents of workers to be deployed by him from the place of present residence/domicile. In case any worker is found having criminal record, he shall have to be immediately replaced without assigning any reason.
- g) Sub letting the work without prior written permission of BCPL is permitted. No contractor shall sub let assigns any work in part or whole to any firm, individual partnership firm, Pvt. Ltd., Company, Proprietorship firm etc. without the prior written permission of BCPL. In case the contractor sub lets assigns the contract in part or whole without the prior written permission of BCPL and any claim preferred by any firm/individual to BCPL that the main contractor has not paid his or their dues/payments, in that circumstance, 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.
- h) The contractor shall to obtain labour license from Assistant Labour Commissioner (Central), Dibrugarh to start with the work, if applicable.
- i) The contractor shall pay the wages at the rates to his laboures as per the minimum Wages Act as notified by the Regional Labour Commissioner(Central), Guwahati from time to time.
- j) The contractor shall have a Provident Fund Code allotted to him by the Regional Provident Fund Commissioner and submit a monthly challan copy of PF deposit.
- k) The persons so deployed should be on the direct pay role of the contractor.(PF & ESIC monthly challan to be submitted along with invoice)
- l) The contractor should have Workers Compensation's Policy for the persons so deployed to carry out the job.

### **38. ARBITRATION:**

- a. All dispute or difference, 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 or the construction meaning operation or effect thereof or to the rights or 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 the final and binding) shall after written notice by either party to the CONTRACT to the other of them and to the Appointing Authority hereinafter be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

- b. 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 of persons who shall all at present unconnected with the organization for which the WORK is executed.
- c. 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 name 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.
- d. If the Appointing Authority fails to the CONTRACTOR the panel of three names of persons who shall all be unconnected with either party. The Appointing Authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the CONTRACTOR accordingly, the CONTRACTOR shall be entitled to appoint one of the persons from the panel as the sole Arbitrator and communicate his name to the appointing Authority.
- e. If the Arbitrator so appointed is unable to or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.
- f. The WORK under the CONTRACT shall, however continue during the arbitration proceeding and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceeding.
- g. The arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- h. The venue of arbitration shall be GUWAHATI.
- i. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees if any, of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner such cost or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.
- j. 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.

### **39. 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, the court at Guwahati only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

### **40. GUIDELINES FOR ENGAGEMENT OF PROJECT AFFECTED PERSONS (PAP)**

The contractor will ensure engagement of 100% project Affected persons (PAP) and local persons in un-skilled category of work for which the list of such persons will be provided by the authorized person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.

So far as engagement of Semi-skilled and Skilled category of manpower in the said work is concerned, the contractor will give preference to PAPs and local persons fulfilling the technical requirement of the job / work.

## **OCCUPATIONAL HEALTH SAFETY AND ENVIRONMENT**

### **1.0 SCOPE:**

This specification establishes the occupational Health and Safety and Environment (HSE) management requirement to be complied with by the contractors while executing their job or during engagement by BCPL.

Requirement stipulated in this specification are in addition or are part of the necessary and relevant statutory legislations, acts and rules.

### **2.0 REQUIREMENTS OF HEALTH SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY BIDDERS.**

- 2.1 Preferably the contract should have a documented HSE policy to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations. In any case BCPL OH&S and environment policy shall be abided by the contractor.
- 2.2 The contractor shall ensure the BCPL's Health, Safety and Environment requirements are clearly understood & faithfully implemented at all level, at sites.
- 2.3 The contractor shall promote and develop consciousness for health safety and environment among all personnel working for the Contractor Regular work site meetings shall be arranged on HSE activities to cover hazards involved in various operations during executing their jobs. Location of First Aid Box, trained personnel to give First Aid, Assembly points, Stand Ambulance or vehicle and fire protection measures such as Fire hydrant, water and fire extinguishers, information of use etc. shall be in the knowledge of all contract workers.
- 2.4 Non-conformance of HSE by contractor (including his Sub-contractors) as brought out during review/ audit by BCPL/ external agency authorized by BCPL, shall be complied by contractor and its report to be submitted to BCPL.

- 2.5 The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance of continuous failure in implementation of any of HSE provisions. BCPL may impose suspension / stoppage of work and a suitable penalty for non-compliance. The decision of suspension / imposing stoppage work, its extent & monetary penalty shall rest with BCPL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause and Contractor shall extend all necessary help and co-operation in this regard. Recommended corrective and preventative actions of findings should be complied by the contractors to avoid recurrence of such incidences.
- 2.7 The contractor shall ensure that all their staff and workers including their sub-contractors) shall wear Personal Protective Equipments (PPEs) such as Safety helmet, Safety shoes, Safety belt, protective goggles, gloves etc. by the personnel as per job requirements. All these gadgets shall conform to relevant specifications or equivalent.
- 2.8 The contractor shall assign competent and qualified personnel for carrying out various tasks/ jobs as per requirement.
- 2.9 All equipments should be inspected and certified for its capacity and safe operation before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required contractor shall ensure that only the environment friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the fire and safety, environmental law, rules & regulations relating to the hazardous material substance and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12 The contractor should obtain all work permits before start of activities (as applicable) and implement all precautions mentioned therein or otherwise.
- 2.13 The contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness etc.
- 2.14 If subletting is permitted then the contractor should carry out audits/ inspection/ supervision at sub-contractor works & submit the reports for BCPL review.
- 2.15 Above and all, the contractor or his personnel shall comply with all the required statutory acts, rules and regulations including transportation of hazardous material rules and regulation.

**Note: the above conditions if not fulfilled May also result in cancellation of WORK.**

**List of buildings where the service is to be provided:**

| Locations                                                                 | Area in sq. m | Services to be provided |                |             |                  |               |
|---------------------------------------------------------------------------|---------------|-------------------------|----------------|-------------|------------------|---------------|
|                                                                           |               | Cockroach control       | Lizard control | Rat control | Mosquito control | Snake control |
| 1. Satellite Rack Room-1,2,3                                              | 4715          | N                       | Y              | Y           | N                | Y             |
| 2. LLDP extruder                                                          | 1500          | N                       | Y              | Y           | N                | Y             |
| 3. PPU Extruder                                                           | 1500          | N                       | Y              | Y           | N                | Y             |
| 4. Central Control Room                                                   | 1800          | N                       | Y              | Y           | N                | Y             |
| 5. Utility Control Room                                                   | 1450          | N                       | Y              | Y           | N                | Y             |
| 6. Sub stations 1 to 16                                                   | 39278         | N                       | Y              | Y           | N                | Y             |
| 7. Captive Power Plant                                                    |               | N                       | Y              | Y           | N                | Y             |
| 8 .Administrative Buliding<br>(for peripheral or gr. Flr. 2490 sq.m only) | 7470          | N                       | N              | Y           | Y                | Y             |
| Canteen area and panel room                                               | 1000          | Y                       | Y              | N           | N                | N             |
| 9. Canteen sitting Area                                                   | 500           | N                       | N              | Y           | Y                | Y             |
| Canteen kitchen                                                           | 500           | Y                       | Y              | Y           | N                | N             |
| 10. Central Lab Ground floor                                              | 800           | N                       | N              | Y           | Y                | Y             |
| First Floor                                                               | 800           | Y                       | Y              | Y           | N                | N             |
| 11. Product ware house (BCPL Chemicals)                                   | 36800         | N                       | N              | Y           | N                | Y             |
| 12. Central Workshop                                                      | 4290          | N                       | N              | Y           | Y                | Y             |
| Canteen                                                                   | 200           | Y                       | Y              | N           | N                | N             |
| 13. AFS (Control room of Fire Dept + Store)                               | 969           | N                       | N              | Y           | Y                | Y             |
| 14. MFS (Control room of fire dept. + Store)                              | 1836          | N                       | N              | Y           | Y                | Y             |
| 15. Energy corridor gate                                                  | 750           | N                       | N              | N           | N                | Y             |
| 16. Central warehouse (store of BCPL & EIL CHEMICALS * MACHINERIES)       | 5862          | N                       | Y              | Y           | N                | Y             |
| 17. Plant main gate                                                       | 750           | N                       | N              | N           | N                | Y             |
| 18. EIL site office                                                       | 583           | N                       | N              | Y           | Y                | Y             |
| 19. Chemical Warehouse                                                    | 750           | N                       | N              | Y           | N                | Y             |
| 20. Teal storage                                                          | 324           | N                       | N              | Y           | N                | Y             |
| 21. Catalyst Storage                                                      | 420           | N                       | N              | Y           | N                | Y             |
| 22. Bagging area 2 nos.                                                   | 2040          | N                       | N              | Y           | N                | Y             |
| <b>CISF township</b>                                                      |               |                         |                |             |                  |               |
| 1. CISF barrack                                                           | 180           | Y                       | N              | Y           | N                | Y             |
| 2. Substation                                                             | 400           | N                       | Y              | Y           | N                | Y             |
| 3. CISF quarters (Peripheral)                                             | 6000          | N                       | N              | N           | Y                | Y             |
| <b>BCPL township</b>                                                      |               |                         |                |             |                  |               |
| 1. Bachelor hostel I (Peripheral)                                         | 1250          | N                       | N              | Y           | Y                | Y             |
| Canteen                                                                   | 500           | Y                       | Y              | Y           | N                | N             |

|                                                                            |      |   |   |   |   |   |
|----------------------------------------------------------------------------|------|---|---|---|---|---|
| 2. Bachelor hostel II(Peripheral)                                          | 1350 | N | N | Y | Y | Y |
| Canteen                                                                    | 500  | Y | Y | Y | N | N |
| 3. Guest house with canteen<br>( for peripheral or gr. Flr 800 sq.m only ) | 1600 | Y | Y | Y | Y | Y |
| 4. Type B quarters - 6 blocks, 12 units per<br>block (peripheral)          | 2400 | Y | Y | Y | Y | Y |
| 5. Type A quarters - 1 block, 12 units per<br>block(peripheral)            | 278  | Y | Y | Y | Y | Y |
| 6. Type C quarters - 5 blocks, 12 units per<br>block(peripheral)           | 2814 | Y | Y | Y | Y | Y |
| 7. Type D quarters - Duplex ( for<br>peripheral or gr. Flr. 495 sqm. only) | 989  | Y | Y | Y | Y | Y |
| 8. Civil estate office                                                     | 64   | Y | Y | Y | Y | Y |
| 9. Substation                                                              | 460  | N | Y | Y | N | Y |
| 10. Telecom room                                                           | 23   | N | N | Y | N | Y |
| 11. Pump house                                                             | 13   | N | Y | Y | N | Y |
| 12. Security gate house - 2 nos.                                           | 95   | N | N | Y | Y | Y |

**NOTE: Y – Yes, Service applicable; N-No, Service not applicable**

#### **MAKES OF CHEMICAL FOR PEST CONTROL WORK**

|                                                                                |
|--------------------------------------------------------------------------------|
| Deltamethrin: Bayer or equivalent makes                                        |
| Baytex : Bayer or equivalent makes                                             |
| Premise: Bayer or equivalent make                                              |
| Biflex : FMC or Equivalent make                                                |
| Fenthion :                                                                     |
| Temiphos :                                                                     |
| Propoxure: Bayer or equivalent make                                            |
| Fipronil Gel : Bayer or equivalent makes                                       |
| Bromodiolone 0.005% Cakes :PCI, GOOD NIGHT, Metro or equivalent makes          |
| Glue pads: PCI or equivalent makes                                             |
| Pest seal: PCI or equivalent makes                                             |
| Carbolic ACID: PCI or equivalent                                               |
| Glyphosate 41% SL: Excel Crop Care Ltd; Monsanto India Ltd or equivalent makes |

## **PREAMBLE TO SCHEDULE OF RATES**

- 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 If the services fall under the list of services defined in reverse charge mechanism, then the liability of deposition of service tax to the tax authority by the contractor and the owner shall be dealt in accordance with Notifications issued by Government of India from time to time.
- 6 Contractor is to pay its workmen the wages which should not be less than the minimum wages as notified from time to time by office of the Chief Labour Commissioner (Central), evidence of which is to be submitted with monthly running bill.
- 7 The actual services shall be obtained by the owner as per requirement from time to time and for any increase or decrease in the service/number of personnel, the payment shall be made as per SOR on pro-rata basis plus the percentage of service charges mentioned in the SOR. The above quantity is tentative and may vary depending upon plant requirement and payment shall be made based on the deployment of actual no. of manpower.
- 8 If any discrepancy found between unit rate and amount, then unit rate shall prevail.

## **PART –A**

### **SCHEDULE OF RATES** **[UNPRICED BID]**

**Bidder shall not quote prices in un-priced bid SOR. However bidder shall write "QUOTED" OR "NOT QUOTED" against each item as applicable.**

| Service name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Area considered (in sq. m ) | Services per year | Rate /service per sq. m (in Rs.) | Total Amount (in Rs.) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------|----------------------------------|-----------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | A                           | B                 | C                                | D = C x B x A         |
| <b>A. Service</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                             |                   |                                  |                       |
| <b>1. Cockroach , Red &amp; Black Ants, Spider and Psocids Management Service:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |                   |                                  |                       |
| Total control of Cockroach, Red & Black Ants, Spider and Psocids are included in this category.<br>a) Intensive sprays on monthly basis, in drainage outlets and nooks and corners, of all the floors of the buildings. Spraying Deltamethrin 2.5% SC at a ratio of 25 ml. per liter of water.<br>b) Supplying and application of Fipronil 0.5% based Cockroach Gel at the specified areas .The application will be directed to the harborages and in the area where water is not used on regular basis for cleaning and in the dark and dry area. Frequency of Application – Once in a month. Materials should not cross the expiry date (if any). | 11825                       | 12                |                                  |                       |
| <b>2. Lizards Management Service:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                             |                   |                                  |                       |
| Supply and application of Cypermethrin mixture with water or a mixture containing Cypermethrin & Pyrethrin for Lizards and other reptiles are included in this category. The chemical to be used for lizard control service shall be as follows:<br>Cypermethrin mixture with water or a mixture containing Cypermethrin & Pyrethrin. The materials to be used at a ratio of 20ml.per liter of water for treatment.<br>Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).                                                                                                                            | 68623                       | 24                |                                  |                       |
| <b>3. Rodent Management service:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 127103                      | 24                |                                  |                       |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |       |    |  |  |
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| <p>Total control of rats/mice/bandicoots and other rodents are included in this category. The treatment for rodent control shall be of both edible as well as stick-in type. The eatable type of chemical should be in the form of a cake or Granules on consumption of which the Rodent should die at an outside location. The stick-in type of treatment is to be placed in rodent bait stations at different areas of the sub-stations such that, any rodent etc. that may come inside cannot escape after coming into contact with the sticky glue. This will help in physical verification of actual movement of the rodents etc.</p> <p>a) Installation of minimum 600 nos of Bait Station as per strategic locations of the plant and township and these Rodent Bait Station shall be grouted to the floor and properly numbered. This numbering of Bait station has to be submitted to the EIC</p> <p>b) Supply, placing and replacement of Baits at area specified. Baiting shall be done on the internal perimeter of the Boundary at a distance of 60 Foot, Bait stations to be placed and fixed into the pave by drilling, bait shall only constitute Bromodiolone 0.005% granules/ wax block formulation 75 grams per bait unit.</p> <p>c) Supply, placing and replacement of Baits as the same principle at external perimeters of all the buildings and the same rodenticide to be applied as a process of placing the bait stations by same manner the baiting distance shall be not far than 40 Feet and 75 grams per bait unit. \</p> <p>d) Supply, placing and replacement of Ready to use Rodent glue traps of both sizes i.e. either 48RBGL Rat trap model or 99-72MB Mouse trap, in the inter perimeter of all the buildings at a distance not more than 20 feet.</p> <p>e) There shall be mentioned rodent glue traps at the common walls inside the strategic placement areas like duct entry, vent, service pipeline entry points, active rodent movement areas</p> <p>Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).</p> |       |    |  |  |
| <b>4. Mosquito Management Service:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 27014 | 36 |  |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |    |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|--|--|
| <p>a) <u>Anti Larval Treatment</u> : Using laticidal insecticide such as Fenthion, Baytex, Templos, BTI, Diesel etc in all stagnant water masses dirty flowing water, potable water, in ponds with a Weekly frequency.</p> <p>b) <u>Indoor Residual Spray</u> : Prophylactic treatment shall be carried out for adult mosquito control with Deltamethrin 2.5% SC in mosquito resting areas inside all the closed premises with every fortnight.</p> <p>c) <u>Thermal Fogging</u> : Hot Fogging needs to be carried out in all open areas ,within bushes &amp; shrubbery. The treatment needs to be carried out on weekly basis by using King Fog(Deltamethrin 1.25 ULV)</p> <p>d) <u>Cold Fogging / Misting</u> : Misting shall be carried out on weekly basis with Deltamethrin 2.5% SC</p> <p>Frequency of Application – Thrice in a month. Materials should not cross the expiry date (if any).</p> |        |    |  |  |
| <p><b>5. Snake Management Service:</b></p> <p>Prophylactic treatment for Snake management.</p> <p>a) Supply and application of Phorate granules by admixing with sand and then disburse to the outer periphery of the building. This will repel snake out of the premise. Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).</p> <p>b) Supply and application of Carbolic acid to spray the outer periphery of the building which will act as repellent.</p> <p>Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).</p>                                                                                                                                                                                                                                                                                   | 126029 | 24 |  |  |
| <b>6. Spraying of antiweed chemical in pavements and pathways:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |    |  |  |
| <p>Spraying of high quality antiweed chemical for control of weed growth as per chemical guide lines . Proper cleaning of the area treated and disposal of the garbage at a distance as specified by EIC. Chemical to be used is Glyphosate . Chemical ratio =1ltr/10000 sqm.</p> <p>Frequency of Application – Once in a month. Materials should not cross the expiry date (if any).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 25000  | 12 |  |  |
| <b>7. Bee Hives Management / Removal :</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        |    |  |  |

|                                                                                                                                                                                                                                                                                                                              |                                |                                                          |                                                         |                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------------------|---------------------------------------------------------|----------------------------------|
| Professional Bee Hive removal service that is eco-friendly by removing the hives and solving the problem without killing the bees.<br>The service shall be carried out in completely eco-friendly process using tools and materials. (Note: for height 30ft and above, special arrangement for ladder shall be made by BCPL) |                                | <b>B</b>                                                 | <b>C</b>                                                | <b>D = C x B</b>                 |
| a) upto height 0 to 10 ft                                                                                                                                                                                                                                                                                                    |                                | 5                                                        |                                                         |                                  |
| b) upto height 11 to 20 ft                                                                                                                                                                                                                                                                                                   |                                | 5                                                        |                                                         |                                  |
| c) upto height 21ft and above                                                                                                                                                                                                                                                                                                |                                | 5                                                        |                                                         |                                  |
| <b>Total (A)</b>                                                                                                                                                                                                                                                                                                             |                                |                                                          |                                                         |                                  |
| <b>B. SUPERVISOR COST</b>                                                                                                                                                                                                                                                                                                    | <b>Qty<br/>(Month)<br/>(A)</b> | <b>Unit<br/>Rate<br/>per<br/>Month<br/>(Rs.)<br/>(B)</b> | <b>Unit Rate<br/>per Month<br/>[in words]<br/>(Rs.)</b> | <b>Amount (Rs)<br/>C = A x B</b> |
| Providing supervisor of 01 no of experienced skilled Pest control on 08 hours per day basis for supervision of above mentioned works. (As per circular 1/15(3)/2015-LS-II dated 30.09.2015)                                                                                                                                  | 12                             |                                                          |                                                         |                                  |
| Provision for revision of min. wages on item no B (1) ( <b>This item not to be quoted by the bidders</b> )                                                                                                                                                                                                                   |                                |                                                          |                                                         | 5000.00                          |
| <b>Total (B)</b>                                                                                                                                                                                                                                                                                                             |                                |                                                          |                                                         |                                  |
| TOTAL AMOUNT (A+B) [INR]                                                                                                                                                                                                                                                                                                     |                                |                                                          |                                                         |                                  |
| SERVICE TAX @ ____% [INR] (PAYABLE AT ACTUAL)                                                                                                                                                                                                                                                                                |                                |                                                          |                                                         |                                  |

## **PART –B**

### **SCHEDULE OF RATES** **[PRICED BID]**

| Service name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Area considered (in sq. m ) | Services per year | Rate /service per sq. m (in Rs.) | Total Amount (in Rs.) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------|----------------------------------|-----------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | A                           | B                 | C                                | D = C x B x A         |
| <b>A. Service</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                             |                   |                                  |                       |
| <b>1. Cockroach , Red &amp; Black Ants, Spider and Psocids Management Service:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                             |                   |                                  |                       |
| Total control of Cockroach, Red & Black Ants, Spider and Psocids are included in this category.<br>a) Intensive sprays on monthly basis, in drainage outlets and nooks and corners, of all the floors of the buildings. Spraying Deltamethrin 2.5% SC at a ratio of 25 ml. per liter of water.<br>b) Supplying and application of Fipronil 0.5% based Cockroach Gel at the specified areas .The application will be directed to the harborages and in the area where water is not used on regular basis for cleaning and in the dark and dry area. Frequency of Application – Once in a month. Materials should not cross the expiry date (if any). | 11825                       | 12                |                                  |                       |
| <b>2. Lizards Management Service:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                             |                   |                                  |                       |
| Supply and application of Cypermethrin mixture with water or a mixture containing Cypermethrin & Pyrethrin for Lizards and other reptiles are included in this category. The chemical to be used for lizard control service shall be as follows:<br>Cypermethrin mixture with water or a mixture containing Cypermethrin & Pyrethrin. The materials to be used at a ratio of 20ml.per liter of water for treatment.<br>Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).                                                                                                                            | 68623                       | 24                |                                  |                       |
| <b>3. Rodent Management service:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 127103                      | 24                |                                  |                       |

Total control of rats/mice/bandicoots and other rodents are included in this category. The treatment for rodent control shall be of both edible as well as stick-in type. The eatable type of chemical should be in the form of a cake or Granules on consumption of which the Rodent should die at an outside location. The stick-in type of treatment is to be placed in rodent bait stations at different areas of the sub-stations such that, any rodent etc. that may come inside cannot escape after coming into contact with the sticky glue. This will help in physical verification of actual movement of the rodents etc.

a) Installation of minimum 600 nos of Bait Station as per strategic locations of the plant and township and these Rodent Bait Station shall be grouted to the floor and properly numbered. This numbering of Bait station has to be submitted to the EIC

b) Supply, placing and replacement of Baits at area specified. Baiting shall be done on the internal perimeter of the Boundary at a distance of 60 Foot, Bait stations to be placed and fixed into the pave by drilling, bait shall only constitute Bromodiolone 0.005% granules/ wax block formulation 75 grams per bait unit.

c) Supply, placing and replacement of Baits as the same principle at external perimeters of all the buildings and the same rodenticide to be applied as a process of placing the bait stations by same manner the baiting distance shall be not far than 40 Feet and 75 grams per bait unit. \

d) Supply, placing and replacement of Ready to use Rodent glue traps of both sizes i.e. either 48RBGL Rat trap model or 99-72MB Mouse trap, in the inter perimeter of all the buildings at a distance not more than 20 feet.

e) There shall be mentioned rodent glue traps at the common walls inside the strategic placement areas like duct entry, vent, service pipeline entry points, active rodent movement areas

Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |        |    |  |  |
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| <b>4. Mosquito Management Service:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        |    |  |  |
| <p>a) <u>Anti Larval Treatment</u> : Using laticidal insecticide such as Fenthion, Baytex, Temphos, BTI, Diesel etc in all stagnant water masses dirty flowing water, potable water, in ponds with a Weekly frequency.</p> <p>b) <u>Indoor Residual Spray</u> : Prophylactic treatment shall be carried out for adult mosquito control with Deltamethrin 2.5% SC in mosquito resting areas inside all the closed premises with every fortnight.</p> <p>c) <u>Thermal Fogging</u> : Hot Fogging needs to be carried out in all open areas ,within bushes &amp; shrubbery. The treatment needs to be carried out on weekly basis by using King Fog(Deltamethrin 1.25 ULV)</p> <p>d) <u>Cold Fogging / Misting</u> : Misting shall be carried out on weekly basis with Deltamethrin 2.5% SC</p> <p>Frequency of Application – Thrice in a month. Materials should not cross the expiry date (if any).</p> | 27014  | 36 |  |  |
| <b>5. Snake Management Service:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |        |    |  |  |
| <p>Prophylactic treatment for Snake management.</p> <p>a) Supply and application of Phorate granules by admixing with sand and then disburse to the outer periphery of the building. This will repel snake out of the premise. Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).</p> <p>b) Supply and application of Carbolic acid to spray the outer periphery of the building which will act as repellent.</p> <p>Frequency of Application – Twice in a month. Materials should not cross the expiry date (if any).</p>                                                                                                                                                                                                                                                                                                                              | 126029 | 24 |  |  |
| <b>6. Spraying of antiweed chemical in pavements and pathways:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |        |    |  |  |

|                                                                                                                                                                                                                                                                                                                                                                                |                        |                                      |                                             |                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|--------------------------------------|---------------------------------------------|------------------------------|
| Spraying of high quality antiweed chemical for control of weed growth as per chemical guide lines . Proper cleaning of the area treated and disposal of the garbage at a distance as specified by EIC. Chemical to be used is Glyphosate . Chemical ratio =1ltr/10000 sqm.<br>Frequency of Application – Once in a month. Materials should not cross the expiry date (if any). | 25000                  | 12                                   |                                             |                              |
| <b>7. Bee Hives Management / Removal :</b>                                                                                                                                                                                                                                                                                                                                     |                        |                                      |                                             |                              |
| Professional Bee Hive removal service that is eco-friendly by removing the hives and solving the problem without killing the bees.<br>The service shall be carried out in completely eco-friendly process using tools and materials. (Note: for height 30ft and above, special arrangement for ladder shall be made by BCPL)                                                   |                        | <b>B</b>                             | <b>C</b>                                    | <b>D = C x B</b>             |
| a) upto height 0 to 10 ft                                                                                                                                                                                                                                                                                                                                                      |                        | 5                                    |                                             |                              |
| b) upto height 11 to 20 ft                                                                                                                                                                                                                                                                                                                                                     |                        | 5                                    |                                             |                              |
| c) upto height 21ft and above                                                                                                                                                                                                                                                                                                                                                  |                        | 5                                    |                                             |                              |
| <b>Total (A)</b>                                                                                                                                                                                                                                                                                                                                                               |                        |                                      |                                             |                              |
| <b>B. SUPERVISOR COST</b>                                                                                                                                                                                                                                                                                                                                                      | <b>Qty (Month) (A)</b> | <b>Unit Rate per Month (Rs.) (B)</b> | <b>Unit Rate per Month [in words] (Rs.)</b> | <b>Amount (Rs) C = A x B</b> |
| Providing supervisor of 01 no of experienced skilled Pest control on 08 hours per day basis for supervision of above mentioned works. (As per circular 1/15(3)/2015-LS-II dated 30.09.2015)                                                                                                                                                                                    | 12                     |                                      |                                             |                              |
| Provision for revision of min. wages on item no B (1) ( <b>This item not to be quoted by the bidders</b> )                                                                                                                                                                                                                                                                     |                        |                                      |                                             | 5000.00                      |
| <b>Total (B)</b>                                                                                                                                                                                                                                                                                                                                                               |                        |                                      |                                             |                              |
| TOTAL AMOUNT (A+B) [INR]                                                                                                                                                                                                                                                                                                                                                       |                        |                                      |                                             |                              |
| SERVICE TAX @ ____% [INR] (PAYABLE AT ACTUAL)                                                                                                                                                                                                                                                                                                                                  |                        |                                      |                                             |                              |