



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprises]

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150167/AJD

Date:02.09.2015

To,

**BID DOCUMENT FOR DEPLOYMENT OF DGR SECURITY AGENCY
THROUGH LIMITED TENDER FOR SECURITY AND CARE TAKING
SERVICES AT LAKWA AND SIVASAGAR.**

LIMITED DOMESTIC COMPETITIVE BIDDING

Contact Person:

Sh. Arunjyoti Dutta

DM(C&P)

0373-2914636/ajdutta@bcplindia.co.in

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

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

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

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**DEPLOYMENT OF DGR SECURITY AGENCY
THROUGH LIMITED TENDER FOR SECURITY
AND CARE TAKING SERVICES AT LAKWA
AND SIVASAGAR.**

SECTION-IA

REQUEST FOR QUOTATION (RFQ)



BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(A Govt. of India Undertaking)

REQUEST FOR QUOTATION
(LIMITED DOMESTIC COMPETITIVE BIDDING)

BCPL invites bid from eligible bidders for Deployment of DGR Security Agency through Limited Tender for Security and Care Taking Services at Lakwa and Sivasagar Contract as detailed below:

Sl. No.	Tender No.	RFQ and Bid Document available on website from	Date of Pre Bid Meeting	Last date & time for submission of Bid
1.	BCPL/DIB/C&P/SER /20150167/AJD	02.09.2015	07.09.2015 at 11.30 Hours (IST) at BCPL, Lepetkata. Assam	15.09.2015 at 14.30 Hours (IST)

For further details, please visit our website (<https://www.bcplonline.co.in>) and GAIL website (<http://www.gailtenders.in>).

For any queries, bidders may contact Deputy General Manager (C&P), ADMINISTRATIVE Building, BCPL-Project Site, A.T.Road, PO-Lepetkata, Dibrugarh-786 006, Assam Tel: 0373-2914636/635; e-mail: ajdutta@bcplindia.co.in

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 systems for Deployment of DGR Security Agency through Limited Tender for Security and Care Taking Services at Lakwa and Sivasagar for a period of 02 years as detailed below in complete accordance with enclosed tender document:

1) SALIENT FEATURES OF BID DOCUMENT:

1.2.1	Type of Enquiry, Mode of bid submission	Limited Domestic Competitive Bidding Basis (Bid to be sent by post / courier or hand delivered).
1.2.2	Bid Document No.:	BCPL/DIB/C&P/SER/20150167/AJD
1.2.3	Bid documents available on Website & BCPL office	From 09.00 hrs on 02.09.2015 on www.bcplonline.co.in and www.gaitenders.in & CPP portal
1.2.3	Time Schedule/Period of Contract	For a period of 02 years.
1.2.4	Pre-Bid Meeting	07.09.2015 on 11.30 hrs(IST)
1.2.5	Last date and time for Submission of bid	15.09.2015 up to 14.30 hrs (IST)
1.2.6	Date and time for opening of un –priced bid at BCPL, Lepetkata	15.09.2015 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working day)
1.2.7	Place of submission of bid	C&P department BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.8	Earnest Money Deposit / Bid Security (Refundable)	<u>NOT APPLICABLE</u>
	Tender Fees (non-refundable)	<u>NOT APPLICABLE</u>
1.2.9	Security Deposit	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security in form of Bank Demand Draft or Bank Guarantee for 10% one month's wage bill.
1.2.10	Venue for Opening of Un-priced bids	CONTRACT & PROCUREMENT DEPARTMENT BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING, C&P DEPARTMENT P.O. – BARBARUAH LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.11	Contact Person	Arunjyoti Dutta, DM(C&P) E-mail: ajdutta@bcplindia.co.in Ph. No. +91-373-2914636

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

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

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

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

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

i) Tender Fee/bid document fee: (Non-refundable)

NOT APLICABLE IN THIS TENDER

Bidders are required to submit the DD (tender fee, if applicable) alongwith EMD in Physical form. The bidder who has already submitted tender fee or accompanied with DD during meeting will only be allowed to attend pre-bid meeting. The complete bidding document is also available on the website of GAIL (www.gailtenders.in) and BCPL (www.bcplonline.co.in) & CPP Portal. Bidders willing to submit their bid on the basis of downloaded document shall pay cost of bidding document by crossed demand draft in favour of Brahmaputra Cracker & Polymer Limited, payable at Dibrugarh (Assam) along with the Techno-Commercial Bid, failing which their bid shall not be considered for opening/evaluation. Bids are also available for sale at the office of DGM, C&P department as per the date mentioned above. In the event of the tender being cancelled, the tender fee will be refunded to the concerned bidders.

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

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

2) **EARNEST MONEY DEPOSIT/BID SECURITY**

NOT APLICABLE IN THIS TENDER

[Refer clause no. 4 of RFQ of Tender Document]

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

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

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

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

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

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

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

3) **BIDDER'S ELIGIBILITY CRITERIA:**

3.1 **Technical BEC:**

- i. The Agency must be sponsored by DGR (Directorate General Resettlement, Ministry of Defense). Bidder must submit copy of sponsorship along with the bid.
- ii. The agency should not have been blacklisted by any State PSU/Central PSU. The agency shall enclose self-certification on Non Judicial stamp paper of Rs. 10/-. Self-certification may also include that the bidder undertakes to indemnify BCPL from any expenditure incurred/loss suffered by it by their act of misrepresenting or

concealing facts. (False documents submitted may lead to termination of contract/participation).

3.1.1 BIDDER SELECTION CRITERIA:

Bidders are required to quote their service charges not more than 14%. Bidder quoting above 14% service charges would be rejected. The wages payable to personnel deployed is as per DGR guideline. The minimum wages payable as per DGR notification dated 01.04.2015 to the Security Personnel's is as given here under:-

Sl Number	Personnel	Area C(Basic)
1	Security Guard	7072
2	Gunman	8528
3	Security Supervisor	9405.76

Wages will be revised as per the DGR guideline/notification regarding minimum wages from time to time.

3.1.2 THE PROCESS FOR SELECTION OF TECHNO-COMMERCIALY ACCEPTABLE L-1 BIDDER WOULD BE AS UNDER:

- a. Bidder/Vendor quoting minimum service charges will be L-1.
- b. If there is a tie, then the bidder which is senior as per DGR registration number may be awarded the contract. The Seniority would be dealt with as per DGR Sponsorship vide DGR letter number 2112/SA/BCPL/2015/Assam/3498/3078/3479/Emp. DATED 30.06.2015.

Non-compliance of BEC will be considered as rejection criteria.

3.2 Financial BEC:

Not Applicable.

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

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

SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES

- **Copy of P. F. certificate. (if any)**
- **Copy of service tax registration certificate**
- **Copy of PAN Card.**

4) EARNEST MONEY DEPOSIT / BID SECURITY:

NOT APLICABLE IN THIS TENDER

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

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

- Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids will not be considered/opened.
- The format of Bank Guarantee for earnest money should be as per 'Format-4' of Instruction to bidders –**SECTION IIB**.

5) 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 Four Days (04) 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 pre-bid date happens to be a Holiday/Sunday, the next working day will be considered for pre-bid meeting.

- d) The bidder who has already submitted tender fee or accompanied with DD during meeting will only be allowed to attend pre-bid meeting.

6) PERIOD OF CONTRACT:

The period of contract would be 02 year.

7) VALIDITY PERIOD OF OFFER:

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

8) VAT / CST No.:

Please provide VAT/CST no.

9) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- Bidder may download the tender documents from GAIL's or BCPL's website. In that case bidder must furnish the tender fees(if applicable) in the form of DD along with the un-priced bid.
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or 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.

10) TERMS OF PAYMENT:

As per Special Condition of Contract of SECTION-III.

11) PRICE REDUCTION SCHEDULE:

Please refer Special Conditions of Contract (SCC).

12) 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.

13) JURISDICTION OF COURT:

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

14) ARBITRATION:

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

15) FORCE MAJEURE:

Shall mean and be limited to the following:

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

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

16) REJECTION CRITERIA:

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

- (i) Firm Price
- (ii) EMD(Not applicable)
- (iii) Scope of work
- (iv) Special Conditions of Contract
- (v) Price Schedule
- (vi) Period of Contract
- (vii) Period of Validity of bid
- (viii) Price Reduction Schedule/Demurrages /Penalty
- (ix) Performance Bank Guarantee / Security Deposit
- (x) Force Majeure
- (xi) Applicable Laws
- (xii) Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

17) ORDER OF PRECEDENCE:

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

- i) RFQ Covering Letter
- ii) Schedule of Rates (SOR)
- iii) Instruction to Bidders
- iv) Special conditions of contracts
- vi) General conditions of contracts.

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

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

*Please specify Tender Document no. in all correspondence.

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

Yours faithfully,

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

A. J. DUTTA

DY. MGR. (Contracts & Procurement)

E-Mail: ajdutta@bcplindia.co.in

Ph no: 0373-2914636

(Not Applicable in this Tender)FORMAT-A

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following.

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:

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

Name of Audit Firm/:
Chartered Accountant
Date:
Designation:
Seal:
Membership no.

[Signature of Authorized Signatory]

Name:

INSTRUCTIONS:

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

4. In case of tenders having the bid closing date up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial year being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. Wherever, the bid closing date is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediate preceding three financial years.

**DEPLOYMENT OF DGR SECURITY AGENCY
THROUGH LIMITED TENDER FOR SECURITY
AND CARE TAKING SERVICES AT LAKWA
AND SIVASAGAR.**

SECTION-IB

CUT-OUT SLIP

CUT-OUT SLIP

(Quotation – Do Not Open)

BID DOCUMENT NO.:BCPL/DIB/C&P/SER/20150167/AJD

**ITEM:BID DOCUMENT FOR DEPLOYMENT OF DGR SECURITY AGENCY
THROUGH LIMITED TENDER FOR SECURITY AND CARE TAKING
SERVICES AT LAKWA AND SIVASAGAR**

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 15.09.2015

Date and time for opening of bids:15.00hrs (IST) on 15.09.2015

From:

to:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

BID DOCUMENT NO.: BCPL/DIB/C&P/SER/20150167/AJD

ITEM: BID DOCUMENT FOR DEPLOYMENT OF DGR SECURITY AGENCY THROUGH LIMITED TENDER FOR SECURITY AND CARE TAKING SERVICES AT LAKWA AND SIVASAGAR

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Date and time for opening of bids: 15.00hrs (IST) on 15.09.2015

From:

to:

	CONTRACT AND PROCUREMENT DEPARTMENT M/S. BRAHMAPUTRA CRACKER & POLYMER LIMITED (BCPL), LEPETKATA ADMINISTRATIVE BUILDING, BCPL-PROJECT SITE, P.O. LEPETKATA DIST: DIBRUGARH, PIN – 786006 ASSAM PH NO.:0373-2914609/635
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**DEPLOYMENT OF DGR SECURITY AGENCY
THROUGH LIMITED TENDER FOR SECURITY AND
CARE TAKING SERVICES AT LAKWA AND
SIVASAGAR.**

SECTION-IIA

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

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A. GENERAL

1. SCOPE OF BID:

- 1.1 The Employer, as defined in the General Conditions of Contract, hereinafter "the Employer", Bid wishes to receive bids for the Services as described in Section IV, Special Conditions of Contract, hereinafter referred to as "the Services".
- 1.2 The successful bidder will be expected to complete the Works within the period stated in Special Conditions of Contract.
- 1.3 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder/tenderer", "bid/ tendered", "bidding/tendering", etc.) are synonymous, and day means calendar day. Singular also means plural.

2. ELIGIBLE BIDDERS:

- 2.1 This invitation for bid is open to any bidder.
- 2.2 A bidder shall not be affiliated with a firm or entity.
 - (i) That has provided consulting services related to the Works to the Employer during the preparatory stages of the Works or of the Project of which the Works form a part, or
 - (ii) That has been hired (or is proposed to be hired) by the Employer as Engineer/Consultant for the contract.
- 2.3 The bidder shall not be under a declaration of ineligibility by Employer for corrupt or fraudulent practices as defined in ITB.
- 2.4 The bidder is not put on holiday by BCPL, GAIL or black listed by any Government Department /Public Sector.

3. BID EVALUATION CRITERIA:

Please refer clause 3.0 of RFQ.

4. ONE BID PER BIDDER:

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

5. COST OF BIDDING:

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

6. SITE VISIT:

- 6.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.
- 6.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 6.3 The Employer may conduct a Site visit concurrently with the pre-bid meeting.

7. **SERVICE TAX:**

Service Tax is payable extra on submission of proper cenvatableinvoiceas per Service Tax Rules. Present Rate of applicable Service Tax is 14%.

7.1. Abnormally High Rates (AHR)

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

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:

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

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

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

7.3. Road Permit

NOT APPLICABLE

B. BIDDING DOCUMENTS:

8. **CONTENT OF BIDDING DOCUMENT**

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

Section I. Request for Quotation (RFQ)
Section II. Instructions to Bidders (ITB)
Section III. Special Conditions of Contract, Scope of Work
Section IV. General Conditions of Contract and
Section V. Schedule of Rates (SOR)

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

9. **CLARIFICATION OF BIDDING DOCUMENT:**

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

10. **AMENDMENT OF BIDDING DOCUMENT:**

- 10.1 At any time prior to the bid due date, BCPL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.
- 10.2 The amendment will be notified to all prospective bidders through proper medium and will be binding on them.
- 10.3 In order to afford prospective bidders, reasonable time in which to take the amendment into account in preparing their bids, BCPL may, at its discretion, extend the bid due date.

C. **PREPARATION OF BIDS:**

11. **LANGUAGE OF BID:**

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

12. **DOCUMENTS COMPRISING THE BID:**

- (a) The bid prepared by the bidder shall comprise the following components:
- (b) Envelope -I: Super scribing Techno-Commercial Un priced Bids (PART-I)
Part-I: Techno-commercial/Un-priced Bid, Original EMD and shall contain the following:
- ii) Covering Letter as per format "Submission of tender" enclosed with GCC
- iii) Bidder's general details/information as per format F-1.
- iv) Power of Attorney in favour of person(s) signing the bid that such person (s) is/are authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
- v) A Bid Form as per format F-2.

- vi) Copies of documents as required in F-3
- vii) A confirmation that prices in requisite formats, strictly complying with the requirement, are in envelope number II "Price Bid".
- viii) Documents establishing the eligibility and conformity to the Bid Documents services, which the bidder proposes to provide.
- ix) Bid security in accordance with Clause no 5 of RFQ & Clause 12 of ITB to be furnished either in the form of Banker's cheque / Bank Draft payable to BCPL at Lepetkata / Bank Guarantee as per format F-4/ Letter of Credit as per format.
- x) F 10, Declaration.
- xi) Letter of authority in favour of anyone or two of bidder's executives having authority to attend the un-priced and price bid opening on specified dates and venue as per format F-5.
- xii) Confirmation of no deviation as per Format F-6.
- xiii) Specific Experience and other details as called for in qualifying requirements. Copy of work order and completion certificates should be enclosed.
- xiv) Current commitments strictly as per format F-8.
- xv) Agreed Terms & Conditions duly filled-in at F-13.
- xvi) Bidder's declaration that they are not under liquidation, court receivership or similar proceedings.
- xvii) Organization details:
 - (a) In case of a proprietorship firm, the name and address of proprietor, and certified copy of 'Certificate of registration of firm'.
 - (b) In case Bidder is a partnership firm, certified copy of the partnership deed.
 - (c.) In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified Memorandum / articles of Association.
- xvii) Any other information/details required as per bid document.

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

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

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

13. BID PRICES:

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

- 13.2 Prices must be filled in format for 'Schedule of Rates' enclosed as part Bidding Document. If quoted in separate typed sheets and any variation in description, unit or quantity is noticed; the bid is liable to be rejected.
- 13.3 Bidder shall quote for all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under 'Schedule of Rates' but is required to complete the works as per Scope of Work, Scope of supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the SOR.
- 13.4 All duties and taxes including excluding Service tax payable by the Contractor under the Contract, or for any other cause, shall. Be included in the rates and prices and the total bid price submitted by the bidder.
- 13.5 Prices quoted by the bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 13.6 The Bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words.
- 13.7 Alternative bids shall not be considered.
- 13.8 Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only. In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

14. BID CURRENCIES:

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

15. BID VALIDITY:

- 15.1 Bids shall be kept valid for 3 months from the final bid due date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax / e-mail. A bidder may refuse the request without forfeiture of his bid security. A bidder agreeing to the request will not be required or permitted to modifyhis bid, but will be required to extend the validity of its bid security for the period of the extension and in accordance with Clause 16 in all respects.

16. BID SECURITY:

- 16.1 Pursuant to Clause-12, the bidder shall furnish, as part of his bid, bid security in the amount specified in Request of Quotation (RFQ).
- 16.2 The bid security is required to protect BCPL against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Clause- 16.7
- 16.3 BCPL shall not be liable to pay any bank charges, commission or interest on the amount of Bid Security.

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

- 16.4 Any bid not secured in accordance with Clause-16.1 and 16.3 may be rejected by BCPL as non-responsive.
- 16.5 Unsuccessful bidder's bid security will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity prescribed by BCPL.
- 16.6 The successful bidder's bid security will be discharged upon the bidder's accepting the award & signing the Agreement, pursuant to Clause-39 and furnishing the Contract Performance Security pursuant to Clause-40.
- 16.7 The bid security may be forfeited:
- a) If a bidder withdraws his bid during the period of bid validity.
 - b) In the case of a successful bidder, if the bidder fails:
 - i) To accept the Notification of Award/Fax of intent (FOI) or
 - ii) To furnish Contract Performance Security in accordance with Clause-40.
 - iii) To accept arithmetical corrections.
- 16.8 The Bid security shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at State Bank of India, Dibrugarh. In case Bid Security is in the form of Bank Guarantee or Letter of Credit, the same must indicate the Bid Document and the work for which the bidder is quoting. This is essential to have proper co-relation at a later date. The Bid Security shall be in the form provided at F-4 (Bank Guarantee).
- 16.9 For Indian Bidders: Central Public Sector Undertakings and firms registered with NSIC are exempted from furnishing bid security provided they are registered for the quoted items they intend to quote and subject to their enclosing with their bid a copy of the latest and current Registration Certificate.

17. PRE-BID MEETING:

Refer Clause no 5 of RFQ --**SECTION IA** of tender document.

18. FORMAT AND SIGNING OF BID:

- 18.1 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for un-amended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.
- 18.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the bid.

19. ZERO DEVIATION:

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

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

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

20. E-PAYMENT:

BCPL would make payments to suppliers and Contractors electronically and to facilitate the payments electronically, the bidder should submit his account details in enclosed format to facilitate payments through e-Banking/RTGS/NEFT mode. Format for vendor bank account detail is enclosed at Mandate Form F-15 to submitted along with a cancelled cheque

21. AGENT/CONSULTANT/REPRESENTATIVE/ RETAINER/ASSOCIATE:

Not applicable

D. SUBMISSION OF BIDS:

22. SEALING AND MARKING OF BIDS

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

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

Part II - Priced Bid

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

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

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

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

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

23. DEADLINE FOR SUBMISSION OF BIDS:

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

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

24. LATE BIDS:

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

25. MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

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

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

E. BID OPENING AND EVALUATION:

26. BID OPENING:

26.1 Un-priced Bid Opening:

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

26.2 Priced Bid Opening:

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

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

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

27. PROCESS TO BE CONFIDENTIAL:

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

28. CONTACTING THE EMPLOYER:

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

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

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

A material deviation or reservation is one

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

- (b) That limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or
- (c) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids?

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

29.4 Bidder if so desire, may seek in writing the reasons for rejection of their bid, to which BCPL shall respond quickly.

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 BCPL will evaluate and compare the Bids previously determined to be substantially responsive pursuant to "ITB: Clause-29, above.

32.2 The service tax as applicable and to be borne by BCPL on submission of proper invoice (if applicable) Invoice. Pursuant to the "ITB: Clause-29", Total quoted price excluding service Tax of all the 'Techno-Commercially Acceptable Bidders' shall be considered for evaluation.

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

33. PREFERENCES FOR DOMESTIC BIDDERS:

NOT APPLICABLE

34. PURCHASE PREFERENCE:

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

35. COMPENSATION FOR EXTENDED STAY:

NOT APPLICABLE

F. AWARD OF CONTRACT

36. AWARD OF WORK

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

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

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

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

38. NOTIFICATION OF AWARD:

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

- 38.2 Delivery shall be counted from the date of notification of award / Fax of Acceptance.
The notification of award will constitute the formation of a Contract, until the Contract has been affected pursuant to signing of Contract as per Clause 39 of ITB.
Upon the successful bidder's furnishing of contract performance security, pursuant to Clause 40 of ITB, BCPL will promptly notify each unsuccessful bidder and will discharge his bid security, pursuant to Clause 16 of ITB.

39. SIGNING OF AGREEMENT:

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

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

40. CONTRACT PERFORMANCE SECURITY:

- 40.1 Within 15 days of the receipt of the notification of award / Fax of Intent from BCPL, the successful bidder shall furnish the contract performance security in accordance with Clause of Special Condition of Contract & Article 24 of General Conditions of The Contract in the form provided in the bidding documents. The Contract Performance Security shall be in the form of either Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 40.2 The Bank Guarantee/DD/Letter of Credit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period as stated in Article-24 of General Conditions of The Contract.
- 40.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event BCPL may award the order to the next lowest evaluated bidder or call for new bids.

41. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

DEFINITIONS:

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

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

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

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

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

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

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

- (i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- (iii) Non-performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 SUSPENSION PROCEDURE:

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

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

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

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

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

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

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

D 3 EFFECT OF SUSPENSION OF BUSINESS:

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

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

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

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

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

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

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

D.3.4 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 Chemical and Fertilizer 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 (Appellate Authority shall mean committee consisting of Director Finance and Managing Director of BCPL) would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

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

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

42 MISC.

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

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

43. ERRANT BIDDER

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

44. PUBLIC PROCUREMENT POLICY (PPP), 2012

NOT APPLICABLE IN THIS TENDER

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 AND accordingly Bid submitted by MSEs shall be processed as under :

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

to matching of L1 price. **This subject tender is splittable.**

- v) The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST
 - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
 - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- vi) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium.
 - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) **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.**
- viii) If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.
- ix) In accordance with the provisions of the said Policy, HOD (C&P) shall be the Nodal Officer for implementation of the Policy and for redressing grievances as notified vide Gazette of India No. 502 dated 26.03.2012.
- x) If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission.

SMALL SCALE INDUSTRIES REGISTERED WITH NSIC UNDER ITS SINGLE POINT REGISTRATION SCHEME, SHALL BE EXEMPTED FROM SUBMISSION OF EMD PROVIDED THEY ARE REGISTERED FOR THE ITEMS THEY INTEND TO QUOTE AGAINST BCPL TENDER

**DEPLOYMENT OF DGR SECURITY AGENCY
THROUGH LIMITED TENDER FOR SECURITY
AND CARE TAKING SERVICES AT LAKWA AND
SIVASAGAR.**

SECTION-IIB

ATTACHMENT I

FORMS AND FORMATS

BIDDER'S GENERAL INFORMATION

To

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

Sub: TENDER NO. BCPL/DIB/C&P/SER/20150167/AJD FOR “TRANSPORTATION OF POLYMER FROM BCPL’S PETROCHEMICAL COMPLEX, LEPETKATA TO VARIOUS ZONES ACROSS THE COUNTRY UNDER RATE CONTRACT”

1-1	Bidder Name:	
1-2	Number of Years in Operation:	
1-3	Status of Firm/Company:	
1-4	Address of Registered Office:	City: District: State: PIN/ZIP:
1-5	Operation Address (if different from above)	City: District: State: PIN/ZIP:
1-6	Telephone Number	(Country Code) (Area Code) (Telephone Number)
1-7	E-mail address	

1-8	Fax Number	_____ (Country Code) (Area Code) (Telephone Number)
1-9	Website	_____
1-10	Name & Designation of Contact Person	_____
1-11	ISO Certificate, if any {If yes, please furnish details}	_____
1-12	Service Tax Number	_____ [Enclose Copy of 'Service Tax Registration Certificate']
1-13	EPF/PF Registration Number	_____ [Enclose Copy of EPF/PF Registration Certificate]
1-14	PAN No	_____ [Enclose Copy of PAN Registration Certificate]
1-15	We (Bidder) are cover under the defiRFQion of section 2 (n) of the MSMED	Yes/No (If the response to the above is. "Yes", Bidder is Micro/Small, bidder need submit document as stated in clause no. 44 of ITB.)
1-16	Status of MSMED	Micro/Small/Medium
1-17	Whether MSE is owned by SC/ST Entrepreneurs	Yes/No (If the response to the above is. "Yes", Bidder to submit document as stated in clause no. 44 of ITB.)

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

BID FORM F2

To,
Dy. General Manager(C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)
Phone: +913732914611

Dear Sir,

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

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

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

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

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for 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.

SEAL AND SIGNATURE

DATE:

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

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

LIST OF ENCLOSURES**To**

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

Sub: TENDER NO. BCPL/DIB/C&P/SER/20150167/AJD FOR “FOR SECURITY AND CARE TAKING SERVICES AT LAKWA AND SIVASAGAR.

Dear Sir,

A. We are enclosing the following documents in Physical form as part of the e-bid:

1. Letter of Authority (Form F-5)
2. Power of Attorney of the signatory to the Bidding Document and Integrity Pact in physical form*
3. Bid Security/EMD
4. Bid Document Fee

B. We are enclosing the following documents.

1. Document specified in clause no. 12 of ITB.
2. Documentary evidence required for meeting the stipulated bid evaluation criteria of bidding document.
3. Copy of Bidding Documents along with addendum/Corrigendum no _____ duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bidding Documents.
4. Copy of Audited financial statements duly notarized.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

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 is liable to be
 forfeited on the happening of any contingencies mentioned in the Tender Document.

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

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

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

WITNESS:**(SIGNATURE)**

(NAME):

(OFFICIAL ADDRESS):**(SIGNATURE)**

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No. _____

Date: _____

LETTER OF AUTHORITY

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
'NEGOTIATIONS'/'PRE-BID MEETING'/'UN-PRICED BID OPENING'/'PRICED BID
OPENING'**

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.

Yours faithfully,

Place:

(Signature of Authorized Signatory of Bidder)

Date:

Name:

Designation:

Seal:

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

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:
Date:

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

BIDDER'S QUERIES FOR PRE-BID MEETING

To,
 Dy. General Manager(C&P)
 Brahmaputra Cracker and Polymer Limited
 Lepetkata, Dibrugarh, Assam (India)
 Phone: +91373291461

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

NOTE: The Queries may be sent by e-mail to ajdutta@bcplindia.co.in before the 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 Sir(s),

M/s _____ have been awarded the work
 of _____ for Brahmaputra Cracker &
 Polymer Limited, Dibrugarh – 786006, Assam.

The Contracts conditions provided that the CONTRACTOR shall pay a sum of Rs. -----
 ----- (Rupees as Initial / full Security Deposit in the form therein mentioned). The form of
 payment of Security Deposit includes guarantee executed by Nationalized Bank, undertaking full
 responsibility to indemnify Brahmaputra Cracker & Polymer Limited, in case of default.

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

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

respects and for all purpose be binding and operative until payment of all money due to you in respect of such liabilities is paid.

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

Yours faithfully,

Bank by its Constituted Attorney

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

DECLARATION

To

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

Dear Sir,

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

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

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

Place:

Date:

Designation:

Seal:

[Signature of Authorized Signatory of Bidder]

Name:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

Dy. Manager (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“CENTRAL WAREHOUSE BUILDING”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

Dear Sir,

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

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

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

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

B) Details of Contact person :

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

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

Reasons for non-submission of bid :

Agency's Name : _____

Signature : _____

Name : _____

Designation : _____

Date : _____

Seal/Stamp : _____

PROFORMA FOR CONTRACT AGREEMENT

LOA No.: BCPL / _____

Dated: _____

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

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

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

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

AND

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

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

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

for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

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

AND

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

BRAHMAPUTRA CRACKER & POLYMER LIMITED (NAME OF THE CONTRACTOR)

Date: _____

Place: _____

Date: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

BRIEF SUMMARY OF AGREED TERMS & CONDITIONS

Bidder M/s.

Offer Ref.

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

Sl. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
1	It is noted that deviations to Terms & Conditions shall lead to Rejection of offer, as specified in the Bid Document.	
2	Confirm Bid has been submitted as per Instructions to Bidders in bid document.	
3	Confirm that the offer shall remain valid for acceptance up to 3 (Three) months from Final Bid Due Date /Date of Opening of Bids	
4	Confirmed that the documents submitted are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible for the damages or loss to BCPL	
5	Confirmed that PF registration certificate shall be provided before commencement of work (if awarded).	
6	Confirmed that Power of Attorney in favour of person who has signed the offer is submitted	
7	Confirmed that the contents of the Tender Document have not been modified or altered. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by us shall be liable for rejection.	
8	Confirmation towards submission of EMD/Bid Bond of requisite value & its details.	Not applicable
	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. (If any)	
12	Confirm that submission of Contract Performance security as per Bid Document in case of award.(10% of one month's wage bill)	

13	Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
14	Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
15	Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
16	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.	
17	Confirmed that all terms and conditions of the tender are acceptable in totality	
18	Confirm that the prices are quoted as per clause 13.0 of ITB.	
19	Bidder's name and address	
20	Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
21	Confirm acceptance of Terms of Payment as specified in the Bid Document.	
22	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'.	
23	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	
24	a) MSME Clause/PPP relevant document (If applicable)	NOT APPLICABLE
	i) SC/ST along with proof	
	ii) Chartered Accountant /Statutory Auditor Certificate	
	iii) Proof of nature of firm	

	b) Confirm that Enterprise Memorandum (EM)-II has been submitted in case of MSE covering the item/service quoted for	
	c) Bidder hereby confirms that we are registered under MSME and registered for the service covered under this tender AND any wrong declaration would be dealt by BCPL as per provision of tender.	YES /NO
25	Confirm that bidder has understood 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	SOR has been signed & filled up as quoted exactly in the same format of RFQ as mentioned	
28	All items of each SOR has been quoted	
29	Confirmation of compliance for Period of Contract as per SCC	

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 Stamp : _____

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

(To be provided on Bank's letter head)

Bidder's Name:

Date:

Tender No.:

To

Brahmaputra Cracker and Polymer Limited
Lepetkata, Dibrugarh-786006

Dear Sir,

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

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

_____ "name for
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 AS PER BEC TO BE SUBMITTED ALONG
WITH THE TECHNICAL BID**

SL. NO.	DESCRIPTION OF DOCUMENTS TO BE SUBMITTED	DOCUMENT SUBMITTED		Please indicate Page No.
		YES	NO	
1	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.	Not applicable in this tender		
2	Have you enclosed Authority Letter/Power of Attorney for submission of Tender			
3	Have you enclosed No deviation form, duly filled signed & stamped.			
4	Have you enclosed complete tender duly signed & stamped.			
5	Have you enclosed Copy of PAN card			
6	Do you confirm that you will submit the cenvatable invoice if you get order.			
7	Have you submitted Corrigendum /Pre-bid queries?			
8	Confirmation that the contents of the tender document bid document has not been modified or altered. In case it is found that the tender document has been modified /altered by bidder, the bid submitted by us shall be liable for rejection (In case of downloading from website).			
9	Confirm that the following document is submitted depending on bidder's nature of firm: 1. Copies of partnership deed (in case of partnership/LLP firm) 2. Affidavit or self-declaration on letter head (in case of Proprietorship firm) 3. Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) 4. Certification from competent person on their letter head (in case of PSU/Govt. Department) 5. Documentary evidence towards MSME.			

CHECK-LIST FOR SUBMISSION OF DOCUMENTS FOR MEETING BEC

Sl. No	Description	Bidders Confirmation
1.	The Agency must be sponsored by DGR (Directorate General Resettlement, Ministry of Defense). Bidder must submit copy of sponsorship along with the bid.	
2.	The agency should not have been blacklisted by any State PSU/Central PSU. The agency shall enclose self-certification on Non Judicial stamp paper of Rs. 10/-. Self-certification may also include that the bidder undertakes to indemnify BCPL from any expenditure incurred/loss suffered by it by their act of misrepresenting or concealing facts. (False documents submitted may lead to termination of contract/participation).	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**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)

CERTIFICATE

To,

Dy. Manager (C&P)
BRAHMAPUTRA CRACKER & POLYMER LTD.
“CENTRAL WAREHOUSE BUILDING”, P.O.LEPETKATA
DIBRUGARH, ASSAM, PIN – 786006
FAX: 0373 – 2914611 / 2914609

Sub: TENDER NO. BCPL/DIB/C&P/SER/20150167/AJD FOR DGR SECURITY AND CARE TAKING SERVICES AT LAKWA AND SIVASAGAR.

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for “**DGR SECURITY AND CARE TAKING SERVICES AT LAKWA AND SIVASAGAR.**”, the following Certificate shall be automatically enforceable:

“We agree and acknowledge that the Employer is entering into the Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not and agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement”.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**ENTERPRISE'S INFORMATION WITH RESPECT TO THE MICRO, SMALL AND
MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006
(APPLICABLE FOR INDIAN BIDDERS ONLY)**

Bidder may be aware that a new Act "Micro, Small and Medium Enterprises Development Act 2006" ('MSMED') has come into force from 2 October 2006, which has repeated the provisions of the old Act regarding Small Scale Industrial undertakings.

As per the MSMED Act, enterprises engaged in the manufacture/production of goods or rendering/providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.

The term enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.

For the ready reference the definition of Micro, Small and Medium enterprises is given below:

Classification of enterprises engaged in:

- a) **Manufacture or production of goods pertaining to any industry specified in the First Schedule to the Insurance (Development and Regulation) Act 1951 as**

Nature of enterprise	Investment in plant & machinery (#)
Micro	Does not exceed INR 25 Lacs
Small	More than INR 25 Lacs but does not exceed INR 5 Crores
Medium	More than INR 5 Crore but does not exceed INR 10 Crores

- b) **Providing or rendering services**

Nature of enterprise	Investment in equipment
Micro	Does not exceed INR 10Lacs
Small	More than INR 10Lacs but does not exceed INR 2Crores
Medium	More than INR 2Crore but does not exceed INR 5Crores

(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded

- I. Based on the investment criterion mentioned above, Bidder to confirm whether their enterprise is a Micro/Small/Medium enterprise as follows:

“We (Bidder) confirm that we are a micro/small/medium enterprise under the MSMED Act 2006.” (Please strike off whichever status is not applicable)

Please note that if Bidder do not provide the above confirmation in Bidding Document then it will be presumed that they do not qualify as a micro or small enterprise under the MSMED Act 2006.

- II. Further, with respect to micro and small enterprises, the MSMED Act defines the term ‘supplier’ as an enterprise which has filed a memorandum with the authority specified by the respective State Government.
- III. 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 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.
 - c) 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.

If the Bidder is a micro/small enterprise and have **filed** a memorandum with the specified authority, then Bidder to confirm the following:

“We (Bidder) are a supplier within the definition of section 2(n) of the MSMED Act ____ (Yes/No).”

If the response to the above is “Yes”, Bidder to provide Purchaser a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.

If the confirmation is not furnished in Bidding Document, it will be presumed that the Bidder is not a supplier under the MSMED Act. Further if Bidder do not provide the evidence in terms of the EM, Bidder will not be considered as a supplier.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

**DEPLOYMENT OF DGR SECURITY AGENCY
THROUGH LIMITED TENDER FOR SECURITY
AND CARE TAKING SERVICES AT LAKWA AND
SIVASAGAR.**

SECTION III

**SPECIAL CONDITIONS OF CONTRACT
[SCC]**

SPECIAL CONDITION OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT-TECHNICAL

1. The contract shall comprise of 02 Supervisors, 06 Gunmen and 15 Security guards presently. However, required personnel may vary based on requirement. Deployment of security guards will be on round-the-clock basis at the locations mentioned in the contract.
2. The contractor shall engage trained, diligent, experienced, intelligent and hard working ex-servicemen guards.
3. Training will be carried out as per DGR guidelines; the contractor shall make all provisions for the conduct of training for the caretakers with no additional cost to BCPL at a centralized place.
4. The company shall have the powers to issue necessary instructions concerning discipline, decorum, work performance, safety etc., to the persons engaged through the contractor and the persons engaged shall comply with all such instructions strictly.
5. No other payment will be payable other than schedule of payment to the contractor. The payment for rest days, holidays, Sundays, National holidays will be paid by the contractor as per labour rules / DGR guidelines.
6. The quoted rates shall be considered as per DGR guidelines/relevant labour laws.
7. Income Tax shall be deducted at source from contractor's monthly bill/bills as per Income Tax under Section 194-C. Income Tax Deductions Certificate shall be issued to the contractor.
8. The management reserves the right to award the contract to one party or to more than one party.
9. The Contractor will open an office locally with communication facilities. The Contractor should meet the EIC monthly as per guidelines and visit the Installations.
10. Uniforms will be provided by the contractor as specified to the caretakers and the condition of the uniform should be presentable. **(Refer Annexure 'A')**

11. The contractor will issue and ensure Employment letter, Pay slip, PF code, ESI card etc to the deployed manpower as per statutory guidelines. Leave and relievers will be ensured 100%.
12. A copy of all reports and returns to the DGR and Statutory authorities will be forwarded to the EIC by the contractor.
13. The contractors will ensure that the duties are performed as per systems and documents maintained as directed by the EIC.
14. The contractor must be able to provide and cater for extra manpower as and when asked for additional duties during exigencies, wages will be paid as per daily minimum wages of SOR.
15. Regarding security of assets, the contractor shall take charge of all the properties of the Company like furnitures, fixtures, telephone instruments, computers, typewriters, duplicating machines, generators, Fire extinguishers, Air Conditioners and all other machines and appliances – room-wise and floor-wise, Inventories shall be signed by the contractor and representative(s) of the Company. The Contractor shall indemnify the Company for the thefts/losses of any of the said property.

AGREEMENT

1. Contractor shall execute an agreement in prescribed Performa on non-judicial stamp paper of Rs.100/- within 10 days on receipt of work order. The cost of stamp paper shall be borne by the contractor.
2. Contractor shall maintain proper records of his employee's attendance and payments made to them and furnish one copy of such records to the company.
3. Round the clock services would be provided by the contractor at all the locations/post.
4. All liability towards over time or extra payment for any person engaged for more than normal working hours shall be borne by the contractor as per DGR guidelines/relevant labour laws. The Security Incharge or his representative on his own accord can change the timings/spread over without assigning any reason.
5. At the appointed date, place and hour, the contractor shall provide services.
6. Contractor shall issue an identity card to each person who shall wear at the time of providing service and produce it on demand.

7. Contractor shall be directly and exclusively responsible for any liability arising due to any difference or dispute between him and his employees.
8. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to fall due to the contractor (but within obligation to do so) makes such payments, as it may consider necessary for smooth working.
9. The contractor shall at his own cost extend insurance coverage to all his employees as may be required under relevant acts.
10. The company shall not provide any medical assistance or transportation of persons to work site or back shall have no other liability whatsoever except as expressly provide under the contract.
11. The contractor shall provide at his own cost safety equipment/materials to persons engaged in care taking of the Township. All the safety rules and regulations will be observed by the persons engaged under this contract.
12. Company shall provide single living accommodation at Township/Work site.
13. The contractor shall submit monthly bill supported by all relevant documents as per Labor Acts to Engineer –In- Charge during the first week of the following months. The payment of the same may be released within 15 days after receipt and verification of the same.
14. If contractor fails to provide required number of persons for duties or his employees fail to make themselves present for duties or during checks they were found to be absent, a penalty will be levied at the rate of 01 day salary of the contractor from his monthly bill.
15. BCPL will not provide any transport to the supervisors. The agency will make its own arrangements for its representative to carry out night checks, surprise checks etc. The agencies authorized representative will be required to accompany the Security In charge for checking of the Township or other duty places whenever called for in company provided vehicle.
16. The contractor will make good liaison with the local police authorities and statutory authorities.
17. The guard on duty at each post shall keep with them all important telephone numbers like nearest police station, nearest Fire Station, numbers of concerned BCPL official's office/residence telephone numbers, Security control room numbers, addresses so that they could inform and contact in case of any emergency.

18. The contractor shall ensure strict access control at all BCPL installation , offices and township. The access control system shall be prepared in consultation with BCPL and shall be implemented by all security guards.
19. The contractor's work force shall be individually and collectively responsible for the security and safety of the installations. Though one guard will be on eight hourly shift duties but in case of any threat all available guards will come into action to protect the installation. The area supervisor shall immediately try to reach to the spot and shall inform Security Officer and to BCPL control room and shall appraise latest situation for timely action.
20. The guard on duty at each installation shall keep with them all important telephone numbers like nearest police station, nearest Fire Station, numbers of concerned BCPL Control Room, OIC office/residence telephone numbers, Security control room numbers, addresses so that they could inform and contact in case of any emergency.

21. SPECIFIC RESPONSIBILITIES:

The contractor shall be responsible generally for the following care-taking duties:

- i) Regarding security of assets, the contractor shall take charge of all the properties of the Company like furnishers, fixtures, telephone instruments, computers, typewriters, duplicating machines, generators, Fire extinguishers, Air Conditioners and all other machines and appliances – room-wise and floor-wise, Inventories shall be signed by the contractor and representative(s) of the Company. The Contractor shall indemnify the Company for the thefts/losses of any of the said property.
- ii) Guarding the entry and exit points of the office premises, control the movement of the visitors as per guide lines issued by the BCPL.
- iii) To check the incoming and outgoing goods/property against proper gate pass duly authorized by in-charges of the different departments (list of such authorized persons will be given by the Company).
- iv) The care-taking personnel before and after working hours will do the locking and unlocking of the doors and rooms of the building.
- v) To ensure proper and economical use of electricity and water by switching off switches/taps wherever required.

- vi)** To report to officers concerned in the Security Department of any irregularity observed and give suggestions for improvement of the security/care-taking systems in the best interest of the Company.
- vii)** To investigate accidents, cases of theft and any such activities which are prejudicial to the Company's interest?
- viii)** Any other care-taking arrangements of the Company to be assigned from time to time and place to place.
- ix)** Above duties are illustrative and not exhaustive. Contract personnel may be asked to perform additional duties not mentioned here in above.
- x)** The parking area will also be managed and an account of incoming vehicle and its outgoing time will be maintained along with the list and details of vehicles and passes issued.
- xi)** Guards should be polite but affirmative. Visitors will be treated with utmost dignity.
- xii)** Furnish daily security reports and submit the same to designated BCPL officer.

**DEPLOYMENT OF DGR SECURITY AGENCY
THROUGH LIMITED TENDER FOR SECURITY
AND CARE TAKING SERVICES AT LAKWA
AND SIVASAGAR.**

SECTION IV

SCOPE OF WORKS

QUALITIES / SPECIFICATIONS REQUIRED FOR GUARDS

1. a) All guards deployed by the contractor should be Ex-servicemen and not below Medical category 'B' and Character not below 'Very Good', who have served in the Army/Navy/Air force and have unblemished record of service besides being mentally and physically fit. The personnel thus deployed should be trained in first aid and fire fighting and should be fully conversant with various fire fighting equipments, their use and proper maintenance. If the date of discharge is more than one (01) year from the date of deployment in BCPL their medical fitness certificate and Police verification will be carried out by the agency at no additional cost to BCPL prior to their deployment. All gunman placed should be in possession of valid license / All India license. All the weapons are to be in serviceable condition and, as and when desired the guard should be able to fire. All ammunition should be within the expiry period.

b) The following will be the ranks for Security Officers.

SUPERVISORS – Nb Sub / Sub / Sub Maj or equivalent of Navy/ Air force.

ASO - Captain or equivalent of Navy / Air force.

All the above categories of officers are required to be medically fit and character unblemished, proof of the same to be submitted. BCPL, will have the sole discretion of choosing / deploying the security Officers as per its requirements.

*** BCPL will have the sole discretion of choosing / deploying the Security Officers as per its requirements.**

- c) All the Ex-serviceman to be deployed will not be more than prescribed age which for Security Guards is 55 years, for Security Supervisors and for Assistant Security Officer is 58 years (can be extended up to 60 years on mutual consent).
- d) Contractor shall be responsible for the proper behavior of the persons employed by him and shall exercise control over them. He shall also be bound to prohibit and prevent his employees from taking any direct or indirect interest and/or support, assist, maintain or help any person or persons engaged in any way, be detrimental or prejudicial to the interest of the company or of the properties or occupiers of land/properties in the neighborhood. In the event of any such action by his person or persons, engaged in any way, be detrimental or prejudicial to the interest of the company or of the properties or occupiers of land/properties in the neighborhood. In the event of any such action by his person or persons, contractor shall be fully and exclusively responsible thereof and shall keep the company harmless and indemnified from any consequential claims, action, suits, proceedings losses or damages on any ground, whatsoever. The contractor will be responsible for the character verification of persons employed by him.
- e) All employees of the contractor entering in work premises shall be properly and neatly dressed in uniform and shall be in possession of Identity Cards while working on premises of company including work site.

- f) In case the service provided by the Contractor through its employees is not up to the contractual obligation, the contractor should take appropriate steps to provide service through other person within 24 hours of receiving any unsatisfactory report from the Engineer In charge / Officer In charge.
 - g) In case of emergency when called upon the contractor will be present at the site of incident for coordination, along with his representative and if asked for should be able to provide additional manpower.
 - h) The contractors will ensure that the duties are performed as per systems and documents maintained as per formats as given by the EIC.
 - i) The contractor shall be responsible to open an office locally with telephone and other communication facilities. He will appoint One Competent Representative (at his own cost) who will be a JCO and available round the clock and in touch with the Engineer In charge. The representative will supervise and monitor the jobs being performed by the persons deployed and will coordinate day to day functioning and instructions being passed by the EIC.
 - j) The contractor will get the guard for verification with documents to the EIC before deploying and before replacing / removing a deployed guard the contractor will seek the consent of EIC.
2. Any failure on the part of the company at any time to enforce the strict observance of the performance of any of the terms and conditions of the contract or non-exercise of any right mentioned in the contract shall not constitute a waivers of such terms, conditions or rights and shall not affect or deprive the company to exercise the same at any later date.
3. **GENERAL CONDITIONS.**
- i) Copy of permanent P.F. registration of the contractor/establishment with the Regional Provident Fund Commissioner under the Employees Provident Fund, ESI code and Miscellaneous Provisions Act, 1952.
 - ii) The agency should have the capability of deploying the Security Caretakers immediately on award of the contract and the agency should submit with proof the list of persons being deployed.
 - iii) Payment to the agency will be made through E- Banking, the agency should have an account in ICICI Bank /HDFC / SBI where E-Banking can be done.
 - iv) The agency should enclose the customer satisfaction certificates.
 - v) The agency should deploy 100% Ex- Serviceman (Pensioners) for the job. However this may be relaxed to deploy persons of para military forces at the sole discretions of BCPL.

- vi) The agency is required to quote the Service charges only. The other components payable over and above the minimum wages are indicated in the SOR and it would be governed by DGR guideline from time to time. It may please be noted that there will be no additions to these components.

4. Antecedents Verification & Medical Certificate:

The contractor shall deploy the care taking and security personnel after getting their antecedents verified and after issuing them Photo Identity Cards. If their date of discharge is more than two years from the date of deployment in BCPL, their medical fitness certificate and Police verification will be carried out by contractor at no additional cost to BCPL and prior to their deployment. All the personnel's deployed will be medically fit which in turn means physically and mentally fit without any disease / complaint of night blindness, back problem, arthritis etc. Engineer In charge will have the sole discretion of terming a guard / supervisor / Security officer medically fit / unfit for deployment.

5. Medical Checkup.

Yearly medical checkup for his workmen will be carried out by the contractor for which no additional cost will be paid by BCPL.

6. Security Deposits:

DGR sponsored ESM are not required to deposit Earnest Money Deposit(EMD). However depending on the nature of service being provided a DGR sponsored ESM may be asked to deposit CPG or Bank Guarantee up to a maximum limit not exceeding 10 percent of one month's wage bill.

The CPG will be en-cashed in case the contractor fails to fulfill the contractual obligations as stated in GCC. Moreover if the contractor fails to deploy the required manpower within the mobilization period / fails to discharge the contractual obligations/ shown inability / backs out from the contract/ defaults in statutory payments / obligations/ defaults in making payment of wages to the guards the Security Deposit will be forfeited.

7. Penalty/Termination

The Security In charge shall have power to impose penalty as follows:-

- a) Guard not alert @ 1stinstanceRs 300/-, 2ndRs 500, 3rd Rs700/- and thereafter guard to be changed.
- b) Guard sleeping @1stinstanceRs 500/-, 2ndRs 800, 3rd Rs1000/- and thereafter guard to be changed.
- c) Improperly dressed @1stinstanceRs 200/-, 2ndRs 300, 3rd Rs500/- and thereafter guard to be changed.

- d)** Post vacant @ 01month salary of One person from the monthly bill of the contractor.
 - e)** Theft / losses – Joint investigation will be carried out by EIC and the contractor and the cost of the item will be deducted from the bill.
 - f)** Leave relief not placed – The agency has to deploy 100% leave relief. First month a notice will be served for not placing relievers and the amount of 1/6 (or as notified by DGR from time to time) will not be released for the number of relievers not placed likewise for the second month and the third month followed by final termination notice.
 - g)** Salary not disbursed before 07th of every month @ Rs1000/- from 08th of the month till the wages are paid in full.
 - h)** If mobilization not carried out within 10 days from LOA / date of deployment – EMD & Security deposit will be forfeited and contract terminated.
 - i)** Improper supervision and lack of command and control and improper response of the firm – All correspondence / letters will be counted for extension / termination of the contract.
 - j)** Statutory obligations i.e PF deposition, Issue of ESI permanent card, Insurance not done etc if not being carried out / being fulfilled in time/ within the time frame @ Rs 2000/- first time and if not carried out in the next month cumulative, Rs 4000/- and soon thereafter.
 - k)** Improper response of the proprietor / unacceptable response of the contractor. Three warning letters / notice which will lead to termination.
 - l)** In case of the above instances occurring on repetition, BCPL has the right to terminate the contract.
 - m)** This penalty is in addition to any other penalty Price Reduction Schedule Etc mentioned elsewhere in the tender.
- 8.** In case any default for more than three days in respect of rendering the desired services, Management shall be at liberty to arrange services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.

Note * Any deductions made by the contractor from the guards salary will be in as per the existing labour law rules/ statutory rules after proper investigation and the report to be submitted to EIC.

- 9. a.)** The company for reason whatsoever and of which the company shall be the sole judge may terminate this contract by giving notice of 30 days and the contractor and his staff shall vacate the site/work place on the expiry of such notice period.

- b.) In the event of such termination of the contract, the contractor shall be paid for all the work executed up to the period of termination including refund of Security deposit, subject to deduction of any dues, penalties, other recoveries etc., within a period of three months at the discretion of Security In charge.

10. Extension of contract:

Extension of contract will be as per DGR guideline and at sole discretion of BCPL and the same will depend on the following criteria's of the agency/firms:-

- Command & control capabilities
- Response towards management's feedback and needs
- Manpower re-sourcing capabilities
- History of timely payment to their personnel
- Discipline & conduct of deployed personnel
- Training & briefing conducted.

The extension would be purely on the discretion of BCPL

11. Closure of Contract.

Final payment will be made only after satisfactory completion of the work/ services. For final payment of the bill and release of Security deposit the contractor will have to deposit the following documents:-

- i) Indemnity Bond of Rs 100/- duly notified from Notary.
 - ii) EPF challans along with Form 12 & Annual Return for the concerned financial year.
 - iii) No objection certificate from Labour Enforcement Officer (Central)
 - iv) No objection certificate from concerned office of EPF organization.
 - v) No dues / demands from all the workmen.
12. The contractor shall be liable for making good all damages/losses arising out of theft, breaking, pilferage of stores, spares, office furniture, equipment, fittings and fixture whatsoever as may be caused directly or indirectly by the person engaged through him or otherwise.
13. In case any dispute arises in respect of interpretation or in terms of any particular clause/clauses of this contract, the decision of Officer In charge, BCPL, Lepetkata will be final and binding.
14. **Monthly Bills.** The following documents will be submitted with the monthly bill.
- Copy of Workmen compensation policy for all persons deployed.
 - Nominal roll of the persons deployed with names of relievers.
 - EPF and ESI deposited challan duly certified by contractor.
 - List with sub codes of PF numbers of all persons deployed along with details of subscription.
 - Qtrly/ Half yrly/ Yearly returns of PF, ESI etc.
 - Copies of all reports and returns, to statutory authorities, DGR, surprise check reports etc.

- Copy of Half yearly/ Yearly PF statement from PF office and copy of PF & ESI return.

15. The following guidelines will be strictly implemented.

- Minimum wages and its components to be paid in full any deductions made from the guards to be mentioned in the wage slip.
- 100 % relievers will be placed; no guard will perform overtime duties.
- 8 hrs duty schedule will be ensured and leave / offs will be ensured.
- Monthly pay slip will be issued to guards with detailed component of wages and deducted portion of salary towards statutory deductions to be clearly indicated.
- Deductions from the guard / supervisor salary if any made by the contactor as penalty will be as per the labour rules / statutory rules.
- All obligations to be fulfilled by the agency/ vendor as stated in the Instructions for functioning of DGR Empanelled- Servicemen Security Safety and Fire Protection Management Agencies and instructions floated by DGR from time to time.

16. Insurance & Liabilities:

The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold owner harmless for any liability or penalty which may be imposed by the Central, State or Local Authority also from all claims, suits or proceedings that may be brought against the owner arising under growing out of or by reason of the work provided for by this contract whether brought by employee of the contractor, by third parties or any Central Government, State Government or Local Authority for the following Act(s) and Liability(s) :

- i) The Employees State Insurance Act 1948
- ii) The Workmen Compensation Act 1923
- iii) Any other insurance required under law or regulations or by owners
- iv) Accident or injury to workmen
- v) Damages to property or to any person or any third party
- vi) The contractor shall take insurance under Workmen Compensation Act for all his workmen to be deployed for the work and submit a copy of the policy before commencement of work, if awarded.
- vii) Inter-State Migrant Act etc.
- viii) Where ever ESI hospital / coverage is not available, Contractor should produce necessary ESIC Code before commencement of work or workmen who are not covered under ESI Act, the contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to BCPL.

17. The contractor shall indemnify and keep the owner harmless of all claims, damages or compensation payable at law in respect or in consequence of any accident, or damages arising under or by reason of this agreement or execution of contract.

18. Statutory Compliance under Labour & Industrial Law:

- a. The Contractor (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour Law legislations including labour license from the Competent Authority under the Contract Labour (Regulation & Abolition) Act, 1970.
- b. The contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952, ESI Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923 and other relevant Acts, Rules and Regulations enforced from time to time.
- c. The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to BCPL and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration/inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of BCPL.
- d. The contractor shall regularly submit all relevant records/documents in this regard to BCPL representative for verification and upon such satisfaction only BCPL will release of the amounts paid. It shall be obligatory on the part of the contractor to submit along with their monthly bill a copy of *challan* in proof of payment of P.F. contribution (employees & employers) along with a detailed statement submitted to RPFC's office showing the name of contractor's relating to the dues and employment of personnel deployed by him.
- e. The contractor shall ensure and will be solely responsible for payment of wages and other dues latest by 7th of the following month to the personnel deployed by him. The contractor shall be directly responsible and indemnify the company against all charges, claims, dues etc., arising out of disputes relation to the dues and employment of personnel deployed by him.
- f. The contractor shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- g. The contractor shall ensure regular and effective supervision of the personnel deployed by him.
- h. The contractor shall be responsible to open an office locally with telephone and other communication facilities.

- i. Contractor shall be required to obtain requisite labour license at his own cost from the appropriate Licensing Authority before undertaking contract work.
19. Company shall not be liable for or in respect of any damages or compensation for any injury or for any occupational disease peculiar to the employment to any person engaged through the contractor and the contractor shall keep the company indemnified thereof.
20. The contractor shall ensure that all persons are provided with the protective clothing like the helmet, gloves, safety shoes etc., as may be required from safety point of view and all his persons shall follow the instructions issued by the company from time to time in connection with safety and security.
- The contractor shall specify the items to be issued to the security caretakers indicating their periodicity. He shall also maintain proper records indicating the issue of the uniform items to security guards.
21. The agency will give an undertaking to be given to the DGR & PSU that in case of contract being awarded an office will be opened in the sponsored state.
22. Proprietor / Director of the agency / Pvt Ltd Co. will visit and meet the Security In charge once in a month.
23. Power of Attorney / representative of proprietor / Director will not be accepted. Only proprietor / Director will be permitted in the tendering process.
24. **Mobilization period:**
- Within 10 days from placement of Order / FOI

SECTION IV**SCOPE OF WORK**

SL. NO	LOCATIONS	NOS. OF SECURITY PERSONNEL	NATURE OF JOB
1	BCPL Guest House,Lakwa DIST: Sivasagar (ASSAM)	06 unarmed Guard (2 Guards x 3 shifts)	a. Supervision of all caretakers. b. Caretaking of all the movable and immovable assets of company in Township. c. Guarding / protecting the complete Township premises from theft, vandalism and any other internal/external damages or losses. To prohibit the entry of unauthorized person inside the premises by checking their identity proof. Controlling /Regulating the movement of visitors/ vendors/ labours in Township and necessary recording of the same in the registers meant for that purpose.
2	BCPL TOWNSHIP ,Sivasagar DIST- Sivasagar (ASSAM)	15 Guards (06 Gunmen+ 09 Unarmed Guards) (5 Guards x 3 shifts)	d. To allow entry / exit of materials against proper Gate passes. e. To control / regulate/ monitor vehicular movements for the Township premises. f. To detect and report the anti company activities and undesirable character engaged in pilferage and sabotage. g. Other security and care taking works as directed by EIC.
3	ALL THE ABOVE LOCATIONS	02 Supervisor (01 at Guest House Lakwa& 01 at Sivasagar Township)	To supervise the above activities of the Security guards in order to ensure strict adherence.

THE SPECIFICATIONS OF THE UNIFORM ARE AS FOLLOWS: –

Items	Summer	Winter	Ceremonial
Shirt: Steel-gray	Half sleeve, Terry cotton	Full sleeve (cots wool)	Great coat for guard on duty in winter.
Trouser: Black	Terry cotton	Woolen	As per season with white spates
Cap	Black barrette	Black barrette	Black Peak cap with gold braid
Belt with wooden batten	Black, Web / Nylon	Black, Web / Nylon	Black cross-belt- leather, on cummerbund & hand gloves
Shoes / socks	Black leather / nylon	Black leather / nylon	Black leather / nylon with white spates / Anklets
Lane-yard	Black on right side	Black on right side	Black on right side
Company's logo / name of suitable size & design	on left sleeve / above left chest pocket	on left sleeve / above left chest pocket	on left sleeve / above left chest pocket
Shoulder title, cap & belt badges	Steel / white metal with Company's name & logo or "SECURITY" name & design	Steel / white metal with Company's name & logo or "SECURITY" name & design	Steel / white metal with Company's name & logo or "SECURITY" name & design
Scarf, cummerbund and sash	-	-	As given in picture
Raincoat & Gum shoe	-	-	For guard on duty.



**DEPLOYMENT OF DGR SECURITY AGENCY
THROUGH LIMITED TENDER FOR SECURITY
AND CARE TAKING SERVICES AT LAKWA AND
SIVASAGAR.**

SECTION VI

SCHEDULE OF RATE

Un-priced SOR

**BIDDER NEED TO MENTION AS
“QUOTED” ONLY IN
BLOCK/ROWAIN
UN-PRICED SOR**

SCHEDULE OF RATE (SOR) –UN- PRICED					
Tender Number : BCPL/DIB/C&P/SER/20150167/AJD					
SUBJECT: Deployment of DGR Security Agency through Limited Tender for Security and Care Taking Services at Lakwa and Sivasagar					
SL NO	DESCRIPTION	PERCENTA GE	SECURITY GUARD (WITHOUT ARM)	SECURITY GUARD(WIH ARMS)	SUPERVIS OR
Are a-C	Basic wages + VDA per day		272.00	361.76	328.00
1.	Basic wages + VDA (per month as 26 working days)		7072.00	9405.76	8528.00
2.	ESI	4.75%	335.92	446.77	405.08
3.	EPF	12	848.64	1128.69	1023.36
4.	EDLI	0.5	35.36	47.03	42.64
5.	ADMIN.CHARGES	1.11	78.50	104.40	94.66
6.	FIELD ALLOW.	25	1768.00	2351.44	2132.00
7.	HRA	10	707.20	940.58	852.80
8.	ESI on HRA	4.75%	33.59	44.68	40.51
9.	BONUS	8.33% of Rs. 3500/-	291.55	291.55	291.55
10.	Uniform outfit allow	5	353.60	470.29	426.40
11.	Uniform wash allow	3	212.16	282.17	255.84
12.	TOTAL	Sum of 1 to 11	11736.52	15513.36	14092.839
13.	Leave Reserve	1/6 of 12	1956.09	2585.56	2348.81
14.	Total cost per head	Sum of 12+13	13692.31	18098.92	16441.645
15.	Service charge	14%	1916.97	2533.85	2301.83
16.	Sum Total	Sum of 14+15	15609.5732	20632.77	18743.476
17.	NO OF MANPOWER DEPLOYED		15.00	2.00	6.00
18.	Grand Total :				
A. SERVICE CHARGE % AGE TO BE QUOTED (NOT TO BE QUOTED MORE THAN 14%)			_____ % IN FIG	_____ % IN WORDS	

Note:

1. Service charges not to be quoted more than 14% .Agencies quoting above 14% their bid would be cancelled.
2. DGR wages structure is shown above as per DGR Notification no.2112/SA/MINIMUM WAGES/EMP dtd01.04.2015 for Area C. Wages will be revised as and when revised by DGR from time to time.
3. Evaluation mythology is defined in clause no.3.1.2 of Tender.
4. Service tax amount will be paid on submission of proper cenvatable(whenever applicable) Invoice as per Service Tax Rules in vogue in India.

Name of authorized person submitting the tender on behalf of the Bidder(s):	
Designation of authorized person:	
Name of firm/Contractor:	
Date:	

PRICED SOR

**BIDDER NEED TO “FILL
UP” ONLY IN BLOCK/ROWAIN
PRICED SOR**

SCHEDULE OF RATE (SOR) –PRICED					
Tender Number : BCPL/DIB/C&P/SER/20150167/AJD					
SUBJECT: Deployment of DGR Security Agency through Limited Tender for Security and Care Taking Services at Lakwa and Sivasagar					
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1.	Basic wages + VDA (per month as 26 working days)		7072.00	9405.76	8528.00
2.	ESI	4.75%	335.92	446.77	405.08
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4.	EDLI	0.5	35.36	47.03	42.64
5.	ADMIN.CHARGES	1.11	78.50	104.40	94.66
6.	FIELD ALLOW.	25	1768.00	2351.44	2132.00
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8.	ESI on HRA	4.75%	33.59	44.68	40.51
9.	BONUS	8.33% of Rs. 3500/-	291.55	291.55	291.55
10.	Uniform outfit allow	5	353.60	470.29	426.40
11.	Uniform wash allow	3	212.16	282.17	255.84
12.	TOTAL	Sum of 1 to 11	11736.52	15513.36	14092.839
13.	Leave Reserve	1/6 of 12	1956.09	2585.56	2348.81
14.	Total cost per head	<u>Sum of 12+13</u>	<u>13692.31</u>	<u>18098.92</u>	<u>16441.645</u>
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Name of authorized person submitting the tender on behalf of the Bidder(s):	
Designation of authorized person:	
Name of firm/Contractor:	
Date:	

**DEPLOYMENT OF DGR SECURITY AGENCY
THROUGH LIMITED TENDER FOR SECURITY
AND CARE TAKING SERVICES AT LAKWA AND
SIVASAGAR.**

SECTION V

GENERAL CONDITIONS OF CONTRACT

(ATTACHED SEPARATLY)