



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

BID DOCUMENT No.: BCPL/DIB/C&P/SER/20150246/MKB

Date: 2.2.2016

To,

BID DOCUMENT FOR “FURNITURE WORKS AT ADMINISTRATIVE BUILDING” OF BCPL PLANT, LEPETKATA.

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

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

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

BID DOCUMENT FOR “FURNITURE WORKS AT ADMINISTRATIVE BUILDING” OF BCPL PLANT, LEPETKATA.

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Request For Quotation (RFQ)

Dear Sir(s),

Brahmaputra Cracker & Polymer Ltd stands for BCPL Dibrugarh here-in-after called OWNER/COMPANY/BCPL invites you to submit your bids under TWO-BID system towards **BID DOCUMENT FOR “FURNITURE WORKS IN ADMINISTRATIVE BUILDING” OF BCPL, PLANT.**

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 Tender (Bid to be sent by post / courier or hand delivered).
1.2.2	Earnest Money Deposit / Bid Security (Refundable)	Rs.84,000/- [PSUs are exempted from payment of EMD]
1.2.3	Bid Document No.:	BCPL/DIB/C&P/SER/20150246/MKB
1.2.4	Period of Contract	Total period of CONTRACT for this work will be for 4 (four) Months to be reckoned from 7 th day from the date of issue of LOI/LOA.
1.2.5	Pre-Bid Meeting	12.02.2016 at 03:00 PM
1.2.6	Last date and time for Submission of bid	23.02.2016 up to 14.30 hrs (IST)
1.2.7	Date and time for opening of un –priced bid at BCPL, Lepetkata	23.02.2016 on 15.00 hrs (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days.
1.2.8	Place of submission of bid	CONTRACTS & PROCUREMENT DEPT. BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.9	Venue for Opening of Un-priced bids	CONTRACTS & PROCUREMENT DEPT. BRAHMAPUTRA CRACKER & POLYMER LIMITED, ADMINISTRATIVE BUILDING , C&P DEPARTMENT P.O. – LEPETKATA, DIBRUGARH-786006, ASSAM
1.2.10	Security Deposit/CPBG	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security 10 % of Contract Value excluding taxes & duties (valid up to 3 months beyond Contract Period) in form of Bank Demand Draft or Bank Guarantee Security Deposit (SD)/Contract Performance. There is no exemption for Security Deposit to PSU/Govt. Departments.
1.2.11	Contact Person	Manish Kumar Binjola, Sr. Officer (C&P) E-mail: mkbinjola@bcplindia.co.in Ph. No. +91-373-2914609

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

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

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

EARNEST MONEY DEPOSIT: Rs.84, 000/-

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

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

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

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

Bids complete in all respects should be submitted on or before last date and time of Bid submission. If the last date happens to be a Holiday/Sunday, the next working day will be considered as bid due date. Bids sent through Fax or E-mail or in any other mode other than what is described in the tender document, will not be accepted.

BIDDERS ELIGIBILITY CRITERIA/ BID EVALUATION CRITERIA:

(A) TECHNICAL CRITERIA:-

1. The bidder must have executed and successfully completed at least one single contract / order for INTERIOR Work of non-residential building (office / institutional / hotel / guest house / commercial) of value not less than 18 Lacs (excluding service tax) during the last seven (07) years reckoned from the due date of bid submission.
2. Bidder must submit copies of relevant work order and its completion certificate issued by the end user in support of meeting the above experience. Copy of completion certificate must indicate reference no. of work order/date, actual date of contract started & completed and actual executed value of work order.

All documents in support of Technical Criteria (i.e., Work order & completion / execution certificate, etc) of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessary be duly notarized by notary public with legible stamp.

NOTE:

a) For running similar service contracts, if the actual executed value is equal to or more than the value indicated above as on un-priced bid opening date, the same shall also be considered as meeting the single order value criteria provided that the bidder has submitted satisfactory work- execution certificate to this effect issued by the end user with details like work order no. /date, brief scope of work, ordered and executed value of the job, completion date etc.

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

c) However, Bids of Joint Venture/ Consortium are not acceptable.

d) For experience based on composite works:

In case bidder has executed a composite work in a single contract which includes qualifying work stated above, then value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.

(B) FINANCIAL CRITERIA:-

NOT APPLICABLE.

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

An undertaking (by the bidders who quotes by down loading the tender from web site) stating that "The contents of the Tender Document have not been modified or altered by M/s (Name of the bidder with complete address) In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by the M/s (Name of the bidder) shall be liable for rejection.

1) Evaluation Methodology:

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

Since it is a Work Contract, hence Public Procurement Policy for MSEs would not be

applicable in this tender.

OTHER DOCUMENTS BIDDER SHALL SUBMIT:

-
- Attested copy (ies) of partnership deed (in case of partnership firm) and power of attorney.
OR
Affidavit of proprietorship and power of attorney in case of Proprietary firm
OR
Memorandum and Articles of Association & Certificate of Incorporation (in case of private/public limited company) and power of attorney.
 - Attested copy of service tax registration certificate.
 - Attested copy of PAN Card.
 - Attested copy of PF registration certificate.
 - Duly filled Bank Details format along with cancelled cheque for RTGS / NEFT payment.

2) **TECHNICAL SPECIFICATION :**

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

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

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

4) **SERVICE TAX: -**

- While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, i.e, either on actual service portion or deemed service portion.
- Whether Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Whether Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage (presently 40%, 60% or 70%) of the gross works contract value on which Service Tax is applicable.

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

5) PRE-BID MEETING:

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

6) CONTRACT SCHEDULE:

The contract period shall be for one year and as per SCC- Part B.

7) VALIDITY PERIOD OF OFFER:

The period of validity of the quotations should not be less than 90 days from the date of opening of technical bid. Quotations with less validity are likely to be ignored.

8) VAT / CST No:

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

9) SECURITY DEPOSIT:

10 % of contract value (Excluding taxes and duties) to be submitted either in the form of BG or DD within 30 days of receipt of LOA/LOI by. Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24)

10) GENERAL

- No extension in the bid due date/time shall be considered on account of delay in receipt of any document
- Bid document is non –transferable.
- BCPL reserves the right to carry out capability assessment of the bidder including referral to in-house information.
- BCPL will not be responsible or liable for cost incurred in preparation & delivery of bids, regardless of the conduct or conduct or outcome of the bidding process.
- Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.
- BCPL reserve the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- Bidder should not be under liquidation, court receivership or similar proceedings.
- Bidders should not be black listed with any PSU /Govt. establishment.
- Bid sent through other than Courier/post/personal delivery shall not be accepted.

11) FIXED PRICE:

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

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

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

13) ORDER OF PRECEDENCE:

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

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

- 14) 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.

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

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

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

SECTION IB

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150246/MKB

BID DOCUMENT FOR “FURNITURE WORKS IN ADMINISTRATIVE BUILDING” OF BCPL, PLANT.

Due Date & Time of bid submission: Up-to 14.30 hrs (IST) on 23.02.2016

Date and time for opening of bids: 15.00 hrs (IST) on 23.02.2016

From:

To:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

Bid Document no.: BCPL/DIB/C&P/SER/20150246/MKB

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From:

to:

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

CUT-OUT SLIP

(Quotation – Do Not Open)

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

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 III, Special Conditions of Contract, hereinafter referred to as "the Services".

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

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

2. Eligible Bidders

2.1 This invitation for bid is open to any bidder.

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

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

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

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

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

3. Bid Evaluation Criteria

As mentioned in page 04 of tender document.

4. One Bid per participates

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

5. Cost of Bidding

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

6. Site Visit

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

6.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the

bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

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

7. Service Tax

Please Refer Clause No 4 of RFQ

7.1. Abnormally High Rates (AHR)

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

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

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

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

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

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

7.3. Road Permit: Not Applicable

B. BIDDING DOCUMENTS

8. Content of Bidding Document

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

Section I. Request for quotation (RFQ)

Section II. Instructions to Bidders (ITB)

Section III. Special Conditions of Contract, Scope of Work

Section IV. General Conditions of Contract and

Section V. Schedule of Rates (SOR)

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

9. Clarification of Bidding Document

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

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

10. Amendment of Bidding Document

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

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

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

C. PREPARATION OF BIDS

11. Language of Bid

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

12. Documents Comprising the Bid

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

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

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

EMD / BID BOND as specified

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

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

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

iv) Organization details:

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

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

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

v) All formats mentioned in Section: IIB

Any other information/details required as per bid document.

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

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

Part-II price Bid

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

13. Bid Prices

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

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

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

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

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

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

13.7 Alternative bids shall not be considered.

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

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

14. Bid Currencies

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

15. Bid Validity

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

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

16. Bid Security

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

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

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

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

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

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

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

16.7 The bid security may be forfeited:

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

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

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

17. Pre-Bid Meeting

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

18. Format and Signing of Bid

18.1 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to

sign on behalf of the bidder. The name and position held by each person signing, must be typed or printed below the signature. All pages of the bid except for un-amended printed literature where entries or amendments have been made shall be initialed by the person or persons signing the bid.

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

19. Zero Deviation

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

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

19.2.1 Firm and Fixed Price.

19.2.2 Bid Price as per clause-13.0 of ITB.

19.2.3 Scope of Work.

19.2.4 Specifications.

19.2.5 Schedule of Rates.

19.2.6 Completion Schedule/Contract period.

19.2.7 Period of Validity of bid.

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

19.2.9 Performance bank Guarantee.

19.2.10 Arbitration / Resolution of Dispute

19.2.11 Force Majeure

19.2.12 Guarantee of Work

19.2.13 Applicable Laws

19.2.14 EMD / Bid Bond

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

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

20. E-Payment

Not applicable

21. Agent/consultant/Representative/ Retainer/Associate

Not applicable

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

Part A - Techno-commercial/unpriced Bid,

Part B - Priced Bid

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

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

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

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

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

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

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

E. BID OPENING AND EVALUATION

26. Bid Opening

26.1 Unprice Bid Opening:

BCPL will open bids, including withdrawals and modifications made pursuant to Clause 25, in the presence of bidders' designated representatives who choose to attend, at date, time and location

stipulated in the RFQ. The bidders' representatives, who are present, shall sign a bid opening register evidencing their attendance.

26.2 Priced Bid Opening:

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

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

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

27. Process to be Confidential

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

28. Contacting the Employer

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

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

29. Examination of bids and Determination of Responsiveness

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

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

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

A material deviation or reservation is one

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

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

30. Correction of Errors

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

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

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

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

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

31. Conversion to Single Currency for Comparison of Bids

NOT APPLICABLE

32. Evaluation and Comparison of Bids

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

33 Preferences for Domestic Bidders

NOT APPLICABLE

34. Purchase Preference

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

35. Compensation for extended stay

NOT APPLICABLE

F. AWARD OF CONTRACT

36. Award of work

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

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

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

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

38. Notification of Award

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

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

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

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

39. Signing of Agreement

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

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

40. Contract Performance Security

10 % of contract value (Excluding taxes and duties) to be submitted either in the form of BG or DD within 30 days of receipt of LOA/LOI by . Format of Bank Guarantee towards security deposit as performance bank guarantee is enclosed with tender. In case of BG, the validity period of BG should be beyond 03 months from date of expiry of warranty period. (To be read in conjunction with GCC- Clause No. 24).

41. Corrupt or Fraudulent Practices

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

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

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

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

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

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

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

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

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

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

42 Misc.

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

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

43. ERRANT BIDDER:

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

44. CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES:

Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

Banning period shall be reckoned from the date of banning order and shall be 3 years. In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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

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

D.2 Suspension Procedure:

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

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

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

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

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

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

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

D 3 Effect of Suspension of business:

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

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

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

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

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

D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/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 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

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

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

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

45 Performance Rating & Evaluation:

BCPL follows a system of Performance Evaluation of vendors and contractors to monitor and ensure the timely and smooth completion of supplies, execution of contracts, and maintenance of quality standards. The basic objective is to recognize and develop reliable vendors and contractors who consistently meet or exceed expectations and requirements of BCPL with respect to timely receipt of supplies, completion of work and services and the quality specifications, standards. Vendors and contractors whose performance is not found satisfactory will be banned/put on holiday for future business with BCPL.

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

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

Very good

Good

Fair

Poor

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

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

Vendor Rating Procedure - Instructions for allocation of marks

Marks are to be allocated as under:

1.1 DELIVERY / COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY OF PERFORMANCE 20 Marks

A.FOR SUPPLIES:

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

Section-IIB

FORMS AND FORMATS

F-1

BIDDER'S GENERAL INFORMATION

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

	(Country Code) (Area Code) (Telephone Number)
1-1 Bidder Name:	_____
1-2 Number of Years in Operation:	_____
1-3 Address of Registered Office:	_____
	City_____ District _____
	State _____ PIN/ZIP _____
1-4 Operation Address if different from above:	_____

	City_____ District _____
	State _____ PIN/ZIP _____
1-5 Address where order Is to be placed/ issued:	_____

	City_____ District _____
	State _____ PIN/ZIP _____
1-6 Telephone Number:	_____
	(Country Code) (Area Code)(Telephone Number)
1-7 E-mail address,	_____
1-8 Website::	_____
1-9 Fax Number:	_____
1-10 ISO Certification, if any	{If yes, please furnish details}
1-11 Whether Supplier / Manufacturer Dealer/Trader/Contractor	_____
1-12 Banker's Name, Branch	_____
1-13 Bank account number	_____
1-14 TIN/CST/VAT	_____ (enclose copy of registration for TIN/CST/VAT)
1-15 SERVICE TAX NUMBER	_____ (Enclosed Copy of 'Service Tax Registration Certificate)

1-16 PAN No. :

1-17 Whether SSI Registrant Or not :

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

BID FORM F2

To,

**Dy. General Manager(C&P) BCPL
Lepetkata, Dibrugarh, Assam (India)**

Phone: +913732914609

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 T h r e e (3) 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.

SEALAND SIGNATURE
DATE:

Duly authorized to sign bid for and on behalf
ofM/s

(SIGNATUREOFWITNESS)

WITNESSNAME:

ADDRESS:

LIST OF ENCLOSURES

F3

Brahmaputra Cracker and Polymer Limited,
Administrative Building”,

NH-37, P.O. Lepetkata,
Dibrugarh, Assam, PIN – 786006

Dear Sir,

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

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

(SEAL AND SIGNATURE OF BIDDER)

F-5

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

Ref: No.

Date:

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

Dear Sir,

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

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

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

Place:
Date:

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

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

NO DEVIATION CONFIRMATION

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

Dear Sir,

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

Place:
Date:

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

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

To:

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

Dear Sirs,

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

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

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

Yours faithfully,

 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:

[Signature of Authorized Signatory of Bidder]

Date : Name:

Designation:

Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

SR. OFFICER (C&P)

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE”, P.O.LEPETKATA

DIBRUGARH, ASSAM, PIN – 786006

FAX: 0373 – 2914611 / 2914609

SUBJECT:

Dear Sir,

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

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

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

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

- B) Details of Contact person:

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

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

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

PROFORMA FOR CONTRACT AGREEMENT

LOA No. BCPL /

Dated -----

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

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

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

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

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

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

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

2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the

Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT. AND,

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

Signed and Delivered for and on
behalf of the EMPLOYER.

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

BRAHMAPUTRA CRACKER & POLYMER LIMITED (NAME OF THE CONTRACTOR)

Date: _____

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.

SI. 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 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.	
6	Provide PAN number.	
7	Provide Service Tax Registration number.	
8	Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
9	Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format.	
10	Confirmation towards submission of duly signed and stamped copy of No Deviation Confirmation as per F-6	
11	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, Arbitration, Force Majeure, Guarantee of work, applicable laws, etc.	
12	Confirmed that all terms and conditions of the tender are acceptable in totality	
13	Confirm that the prices are quoted as per clause 13.0 of ITB.	
14	Bidder's name and address	
15	Confirm acceptance of Price Reduction Schedule (PRS)/Demurrage / Penalty for delay & Penalty clause as specified in the Bid Document.	
16	Confirm acceptance of Terms of Payment as specified in the Bid Document.	

17	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'.	
18	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	
19	Indicate Name & Contact Email/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	

DOCUMENT SUBMITTED BY BIDDER:

DESCRIPTION	SUBMITTED (YES / NO)
Attested copy (ies) of partnership deed (in case of partnership firm) power of attorney. OR Affidavit of proprietorship and power of attorney in case of Proprietary OR Memorandum and Articles of Association & Certificate of Incorporation in case of private/public limited company and power of attorney.	
Attested copy of service tax registration certificate	
Attested copy of PAN Card.	
Attested copy of PF registration certificate	
Bank Details along with cancelled cheque for RTGS / NEFT payment.	
All forms & formats duly filled, signed & stamped	
Tender document duly signed & stamped	

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

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

SPECIAL CONDITIONS OF CONTRACT [SCC]**SPECIAL CONDITIONS OF THE CONTRACT****SCC: Part -A****1.0 GENERAL:**

- 1.1 *The **Special Condition of Contract** shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.*
- 1.2 *Where any portion of the “**General Condition of Contract**” is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the “**General Conditions of Contract**” and shall to the extent of such repugnancy, or variations, prevail.*
- 1.3 *Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.*
- 1.4 *The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.*

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

2.0 LOCATION:

BCPL Plant, Lepetkata is situated adjacent to NH-37 (almost 16 KM from Dibrugarh Town – towards Guwahati) in the Dibrugarh district of Assam.

BCPL Plant, LAKWA is located almost 67 KM from Dibrugarh Town towards Guwahati in the Shivsagar district of Assam.

3.0 SCOPE OF WORK:

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

4.0 TIME OF COMPLETION / PERIOD OF CONTRACT:

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

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

5.0 TERMS OF PAYMENT:

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

6.0 EARNEST MONEY:

The Earnest Money Deposit (EMD) for the amount as mentioned in Pg/04 shall be submitted in the form of Crossed Bank Demand Draft / Banker's Cheque drawn on any Nationalized / Scheduled bank in favour of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam.

Format of Bank Guarantee towards EMD is enclosed with tender.

7.0 INCOME TAX / SALES TAX / WORKS CONTRACT TAX:

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

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

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

8.0 SERVICE TAX:

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

9.0 SECURITY DEPOSIT:

- 9.1 Security deposit @ 10% of Contract Value excluding taxes & duties has to be deposited within 30 (Thirty) days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheque.
- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.
- 9.3 Contractor can furnish the total security deposit amount through bank guarantee from any nationalized /Schedule bank in prescribed Proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.
- 9.4.1 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

10.0 TECHNICAL SPECIFICATION:

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

11.0 TESTS AND INSPECTION:

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

12.0 MEASUREMENT OF WORK:

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

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

13.0 DEFECT LIABILITY PERIOD:

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

14.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION:

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

15.0 MOBILIZATION ADVANCE (M.A.):

No mobilization advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY:

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR ITEMS):

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

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

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.0 SCHEDULE OF RATES:

- 20.1 The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.
- 20.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

21.0 COMPENSATION FOR DELAY:

As per GCC.

22.0 TERMINATION OF CONTRACT:

As per GCC.

23.0 CONTRACT AGREEMENT:

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

24.0 SUPERVISION OF WORK:

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

25.0 CLEARANCE OF SITE:

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

26.0 ADHERENCE TO SAFETY REGULATIONS:

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

27.0 NUISANCE:

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

28.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

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

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

31.1 The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.

31.2 The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.

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

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

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

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

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

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

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

32.0 PHOTO GATE PASS/LABOUR PERMISSION/VEHICLE PERMISSION :

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

33.0 ARBITRATION CLAUSE:

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

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

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

34.0 JURISDICTION:

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

35.0 PRICE PREFERENCE:

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

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

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

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

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

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

37.0 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES

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

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

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

38.1 SUB LETTING OF WORK:

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

SPECIAL CONDITIONS OF CONTRACT –PART B

Name of Work: FURNITURE WORK OF ADMINISTRATIVE BUILDING FOR M/S
BRAHMAPUTRA CRACKER & POLYMER LIMITED AT LEPETKATA,
DIBRUGARH, ASSAM

TENDER NO: BCPL/DIB/C&P/SER/20150246/MKB

1. General:

1.0 The special conditions of contract shall be read in conjunction with general conditions of contract where the provisions of these special conditions are at variance with the provisions of the General Conditions of the contract; the provision of these special conditions shall take precedence.

1.1 ORDER OF PRECEDENCE:

In case of ambiguity in Schedule of Rates, General Conditions of Contract, Specifications, Drawings the following order of precedence will prevail –

- a) Telex/Telegram/Fax of intent, detailed letter of intent along with statement of agreed variations and its enclosures and any corrigendum/addendum.
- b) Architectural, Structural and Services drawings
- c) Price part (with brief specifications)
- d) Specifications/Special notes regarding specifications/drawings in conjunction with each other however in case of any variations of size/thickness/dimensions of members between drawings/specifications etc. then drawings shall prevail over specifications.
- e) Special/additional conditions of contract.
- f) General conditions of contract.

2. Location and Site Condition:

2.1 The site of the proposed work is at Administrative Building Site, Lepetkata (almost 16KM from Dibrugarh Town – towards Guwahati) in the Dibrugarh district of Assam.

2.2 The contractor shall deem to have inspected the site and thoroughly acquainted him with the site condition before submitting their tender. Non-familiarity with site condition will not be considered a reason either for extra claims or for not carrying out works in strict conformity with drawings and specifications.

3. Scope of Work:

3.1 The work involves Furniture and Partitioning Work of Administrative Building at Lepetkata FOR M/S BRAHMAPUTRA CRACKER & POLYMER LIMITED AT LEPETKATA, DIBRUGARH, ASSAM as per drawings/specifications.

3.2 The basic scheme and the key requirements are spelt out in different parts of Technical specifications and the set of drawings as annexed with the document for different building works. The contractors in their own interests are advised to make themselves aware of site conditions, actual job requirement.

3.3 Quoted rate shall be inclusive of all required labour, materials, tools and tackles, consumables etc. and item rate offers shall be quoted taking into consideration that job shall be done as per specifications/drawings and with best workmanship. Quoted rate shall also include the cost site clearance.

4. Scope of Supply:

4.1 All materials and labours required for completion of the work are to be supplied by the contractor unless mentioned otherwise.

5. Right of Employer to accept/reject any tender:

5.1 The right to accept the tender rests with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender and reserves the authority to reject any or all tenders received without assigning any reason what so ever.

6. Employer's Obligations:

6.1 The owner's obligations are limited to the following:

- a) Handing over the site
- b) Supply of construction drawings
- c) Payment to the contractor for performance of the work under the contract as per terms and conditions specified therein.
- d) A piece of land for setting up temporary site office, godown etc.

7. Construction Water and Power:

7.1 CONTRACTORS have to arrange for themselves construction water and power for the completion of the job.

8. Information Required:

8.1 The following details are also required to be submitted along with of offer (supporting documents/certificates shall be required to be submitted with their request letters for short listing purpose).

The tenders as submitted will consist of the following:

- a) Complete set of Tender Documents (Original) as issued/sold duly filled in and signed by the tenderer as prescribed in different clauses of the tender document.
- b) Earnest money in the manner specified in clause 6 of GCC hereof.
- c) Power of attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorized representative has signed the tender, as required by clause 14 of GCC hereof.
- d) Information regarding tenderers in the pro-forma enclosed.
- e) Details of work of similar type and magnitude carried out by the Tenderer in the pro-forma provided in the tender document.
- f) Organization chart giving details of field management at site, the tenderer for using in this work.
- g) A detail of construction plant and equipments available with the tenderer proposes to have for this job.
- h) Solvency Certificate from Schedule Bank to prove the financial ability to carry out the work tendered for.
- i) Latest Balance Sheet and Profit & Loss Account duly audited.
- j) Details of present commitment as per pro-forma enclosed to tender.
- k) Data required regarding SUB-CONTRACTOR(s) / Supplier / Manufacturers and other technical information's the tender wish to furnish.
- l) Provident Fund Registration Certificate.
- m) List showing all enclosures to tender.

9. Deviation in tender documents:

9.1 The tenderers are required to quote lump sum rates and unit rates (as per SOR) inclusive of all royalties, taxes, duties and levies as applicable from time to time without any deviations to the terms and conditions in tender document. If due to unavoidable reasons, tenderer stipulates any deviations, these shall be loaded to the quoted rates for evaluation of tenders as per procedure laid down by BCPL. However, no deviations to the following clauses shall be acceptable and any offer containing deviations/exceptions to these shall be rejected:

- a) Security Deposit
- b) Penalty/Compensation for delay
- a) Defect Liability period
- b) Schedule of rates
- c) Termination

d) Time schedule

10. Schedule of Rates:

10.1 The Schedule of Rates shall be read in conjunction with Special Conditions of Contract, General Conditions of Contract, Technical Specifications, Drawings and any other Document forming a part of this CONTRACT.

All items of work in the schedule of rates shall be carried out as per the specifications; drawings and instructions of the ENGINEER-IN-CHARGE and the rates are inclusive of all materials, consumables, labour, supervision, tools and tackles as well as preparatory, incidental, intermediate/auxiliary/ancillary or enabling works.

The rates shall be offered on LUMPSUM basis after considering all the aspects necessary for job execution as per drawings /specifications.

Dewatering of surface as well as subsoil water, wherever required to carry out the works shall be carried out by the CONTRACTOR and slopes for effective drainage shall be provided within the quoted rates.

Surplus excavated earth, materials; muck etc. shall be disposed off by the CONTRACTOR at his own cost to the places as directed by the ENGINEER-IN-CHARGE. The site shall be cleaned of all surplus material after execution quoted rates shall be deemed to be inclusive of all these provisions.

Preparing approaches and working area for the movement and operation of CONTRACTORS men and materials, leveling the areas for assembly and erection shall be the responsibility of the contractor and the quoted rates shall be deemed to include all these.

11. Registration with PF Authorities:

11.1 Intending bidders must furnish the proof of having valid PF code and valid registration with regional provident fund authorities along with their tenders. Proof of challans/receipt with regional PF authorities shall be submitted from time to time for verification of ENGINEER-IN-CHARGE.

12. VAT Registration:

12.1 Tenderer must submit wherever necessary attested copy of registration certificate on prescribed pro-forma under the Assam VAT Act. Alternatively, tenderer must give an undertaking that they would comply with this requirement before award of work.

13. Labour License:

13.1 Contractor shall obtain an appropriate license from concerned authority under the contract labour (abolition and regulation) Act 1970 and furnish copy of the same to owner. Contractor shall also be responsible for its validity and for complying with provisions of all applicable Acts, rules & regulation in force at the site of work.

14. Tests and Inspection:

14.1 The CONTRACTOR shall carry out the various tests as enumerated in the technical requirements annexed with this document (LIST OF MANDATORY TEST) and no separate payment shall be made unless otherwise specified in schedule of rates.

14.2 All the tests either on the field or at outside laboratory are concerning the execution of the work and supplies of materials if any by the contractor shall be carried out by CONTRACTOR at his own cost.

15. Completion Certificate:

15.1 Within one month of the completion of work(s)/Part(s) in all respect, the contractor shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all surplus materials and rubbish is cleared off the site completely nor until the work shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The works will not be considered as complete and taken over by the owner,

until all the temporary works, labour and store and colonies etc. constructed are removed and the work site cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the works, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off.

Such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any such actually realized by the sale thereof.

16. Defects Liability Period:

16.1 The tenderer shall guarantee all the work (Including workmanship & materials, etc.) executed by him for a period of 12 months from the date of completion of work(s)/Part(s). If during this period any defect occur, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement may result in the forfeiture of security deposit.

However, in case of critical items, if the guarantee period is beyond defect liability period, then guarantee shall applicable for that period also.

17. Time Schedule:

17.1 Total period of CONTRACT for this work will be for **4 (Four) Months** to be reckoned from 7TH day from the date of issue of LOI/FOI. Time is the essence of the CONTRACT and as such as every effort should be made to complete the work within prescribed time period for the execution of the work as contemplated under this CONTRACT. BCPL reserves the right to terminate the CONTRACT without assigning any reason during the currency of the CONTRACT PERIOD by giving 30 days notice to the CONTRACTOR.

18. Escalation:

18.1 No Escalation shall be paid for this contract. CONTRACTORS are required to quote firm price for the work.

19. Provident Fund Act:

19.1 The CONTRACTOR, as a statutory obligation, should strictly comply with the provisions of the Employee's Provident Fund Act.

20. Extra and Substituted Item:

20.1 The rates for extra items/substituted items of work, ordered to be operated / executed shall be derived as under:

- a) If the item of work is similar to the item for which, the bidder has quoted rates in SOR, the quoted rate shall be applicable.
- b) If the rate for the item does not appear in the SOR, the rate shall be derived from similar items of work indicated in SOR.
- c) The rates for those items of work which cannot be derived from quoted rates in the SOR shall be derived from the prevailing market rates of material and labour plus 10% towards contractor's overheads and profits. The opinion of the Engineer in charge as to the current market rates for materials and the quantum of labour and material involved per unit shall be final and binding on the contractor.

For this purpose and for the purpose of sub-clause (c) above, the coefficient of labour, material and wastage shall be adopted from the CPWD analysis of rates/standard schedule of rates as decided by the ENGINEER-IN-CHARGE. The CONTRACTOR shall submit vouchers /quotations in proof of rates paid /likely to be paid for material and labour.

Above provisions for derivation of rates of extra items/substituted items shall supersede the provisions indicated in GCC.

21. Guarantees and Warranties:

- 21.1** All manufacturer's warranties and guaranties for equipment supplied by the CONTRACTORS shall be passed on the EMPLOYER. Further, guarantees/warranties for any work carried out to specialized agencies shall also be passed on the EMPLOYER.

22. Extension for Time of Completion for addition, alteration and substituted work:

- a)** In case of any addition alteration or substitution work, the time of completion of work shall be extended in the proportion to the value of altered, additional or substituted work that it bears to the original contract value of work and time. Over and above this, a further period to the extent of 20% of such extension shall be allowed to the contractor.
- b)** The contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.
- c)** Any extension of time granted under the provision of this clause shall be without prejudice to other conditions of contract and will not absolve the contractor from the obligations of other clauses under the contract.

The decision of the EMPLOYER in this regard will be final and binding on the CONTRACTOR.

23. Alterations, Additions and Omission:

- 23.1** The owner make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose or if for any other reason it shall, in his opinion be desirable he shall have power to order in writing to the contractor to do and the contractor shall do any of the following:

- a)** Increase or decrease in the quantity of any work included in the contract.
- b)** Omit any such work.
- c)** Change the character or quality or kind of any such work.
- d)** Change the levels, lines, position and dimension of any part of the works and
- e)** Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract. But the value, if any of all such variations, shall be taken into account in ascertaining the amount of the contract price.

24. Responsibility for Procurement:

- 24.1** Sole responsibility rests with CONTRACTOR for procurement of all materials required for completion work within the stipulated time.

25. Sales tax / turn over tax:

- 25.1** Tenderer should quote all inclusive prices including the liability of all types of taxes, duties and sales tax on works contract tax (if any) imposed by State/Central/Local Government bodies from time to time. Sales tax on works contract if applicable will be deducted at source as per the rules.

26. Income Tax:

- 26.1** **Income** tax deductions as per Income Tax rules shall be made from CONTRACTOR's running account bills unless specific exemption has been obtained by the CONTRACTOR from the Income Tax Dept. and documentary evidence to this effect has been submitted to the EMPLOYER.

27. Approvals:

- 27.1** The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval samples of all material to be used in the item/work. Such samples shall be submitted before item/work is commenced in advance. It is the responsibility of the CONTRACTOR to arrange for tests as required by ENGINEER-IN-CHARGE at his own cost. The material representing approved samples shall only be used for the construction and installation. CONTRACTOR shall procure materials as indicated in list of approved makes (if given) / or materials with ISI certification may also be used after approval of ENGINEER-IN-CHARGE.

28. Sealed Tender:

28.1 The tenders shall be submitted in sealed envelopes as mentioned in clause no. 3.0 of General Conditions of Contract. All the tender papers issued (Vol. I & II) and all supporting documents/credentials authenticating the capability/resources of the CONTRACTORS and EMD shall be submitted along with the tendered offer.

29. Variations in quantities of items during execution:

29.1 During execution of item/work variation in individual quantities may be up to any limit (plus and minus) as per the site requirement. The CONTRACTOR shall be bound to execute them at the rates quoted by him. BCPL also reserves the right to split the item/work in full or in part during its execution (depending upon exigencies of work) without assigning any reason thereof. The decision of ENGINEER-IN-CHARGE shall be final and binding on the contractor in this regard.

30. Special Note to Tenderer:

- a) The Special Conditions of Contract supersede the relevant clauses of General Conditions of contract.
- b) Supervision and conduct of all the personal deployed by the contractors shall be the sole responsibility of the CONTRACTOR.
- c) The CONTRACTOR should issue his own identity card to his personal after verifying their character and antecedents through appropriate authorities and BCPL shall have no role on it whatsoever.
- d) The payments of wages to the employees employed by the CONTRACTOR are to be disbursed by CONTRACTOR or his representatives in the presence of BCPL representative and payment register shall be signed by BCPL representatives.

31. Electrical Works:

31.1 Subject to provisions of the General Conditions of Contract, the inspection and tests as required under Indian Electricity Rules – 1956 and prescribed in I.S 732 (Part-III) – 1982 shall be conducted.

31.2 All tests clearances and certificates required by the State Government authorities for energizing / commissioning the electrical system laid by the contractor shall be obtained by the contractor shall perform such tests and undertake such rectification and or charges as may be required.

32. Terms of Payment:**32.1 PAYMENT OF RUNNING BILLS:**

95% payment shall be released on completion of item / work as certified in the R.A bills after affecting the necessary deductions as stipulated elsewhere in the Contract Document for Security Deposit, Taxes etc. Remaining 5% will be paid during final bill.

32.2 PAYMENT OF FINAL BILL:

CONTRACTOR must submit his final bill within sixty days of completion of the work and payment of the final bill shall be made to the CONTRACTOR within 120 days of the submission of the bill and after completion of all obligations under the CONTRACT.

32.3 The bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to ENGINEER-IN-CHARGE.

All payments shall be made in Indian Currency.

36. No adhoc payment will be made.

APPROVED MAKE

FOR FURNITURE WORK

<u>S. No.</u>	<u>Material</u>	<u>Approved Brand</u>
1.	Pre laminate board	Archidply, Green Club, Century Architect
2.	Laminate	Century, Green
3.	Adhesive	Fevicol, Dendrite.
4.	Paint	Asian, Berger, Johnson & Nickolson, Nerolac.
5.	Door Closers & Floor Springs, Handle	Godrej, Dorma,Ipsa
6.	Locks	Godrej, Ipsa
7.	Wood Preservatives	Bison-British Paints
8.	Wood	Best Quality well seasoned Teak wood or equivalent
9.	Glass	Saint Gobain, Modiguard
10.	Hardware	Godrej, Hettich, Hassle
11.	Gypsum board	Gypsum India, Amstrong
12.	Modular Fixture	Godrej, Décor-x, Featherlite, Wipro

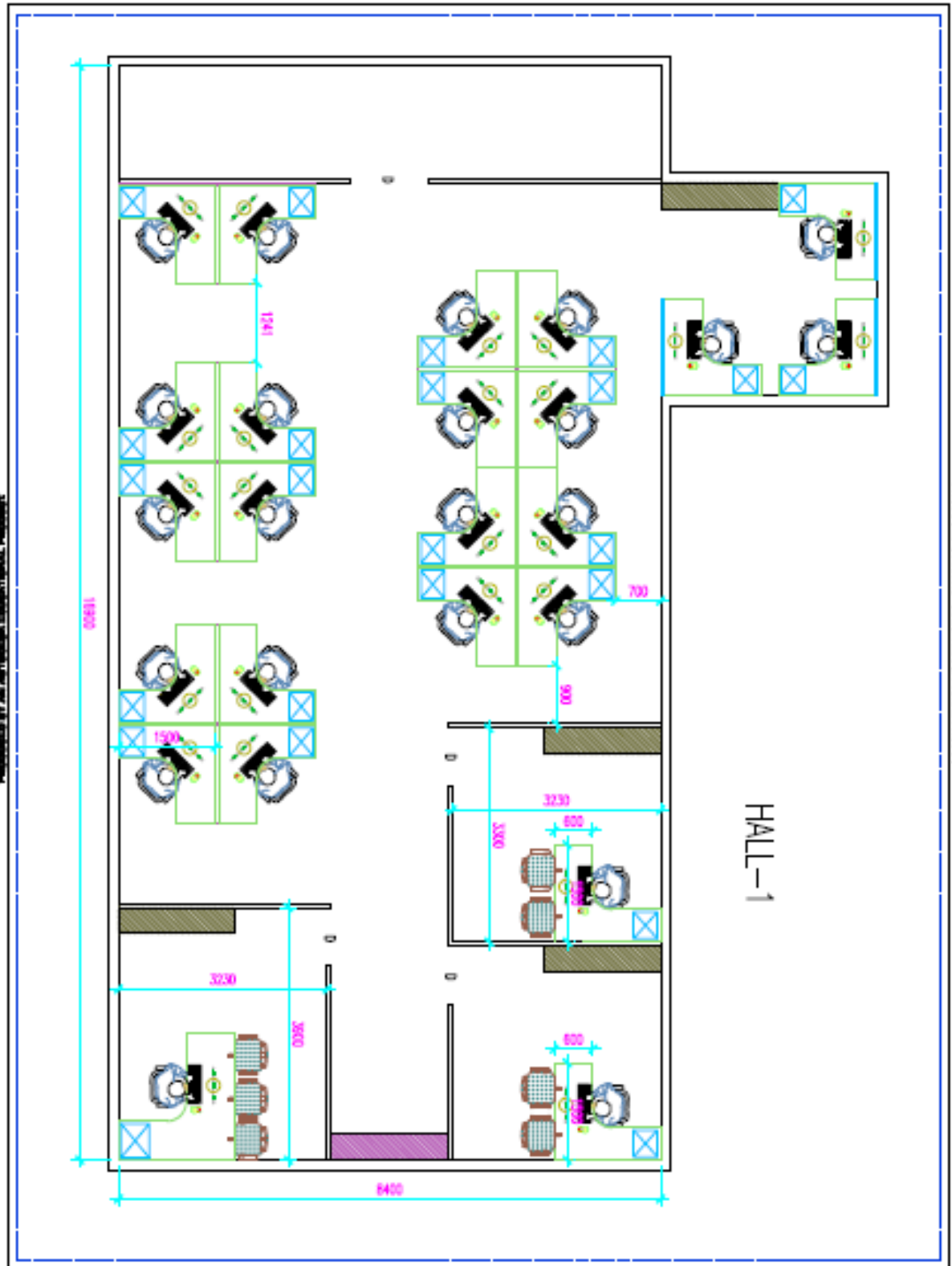
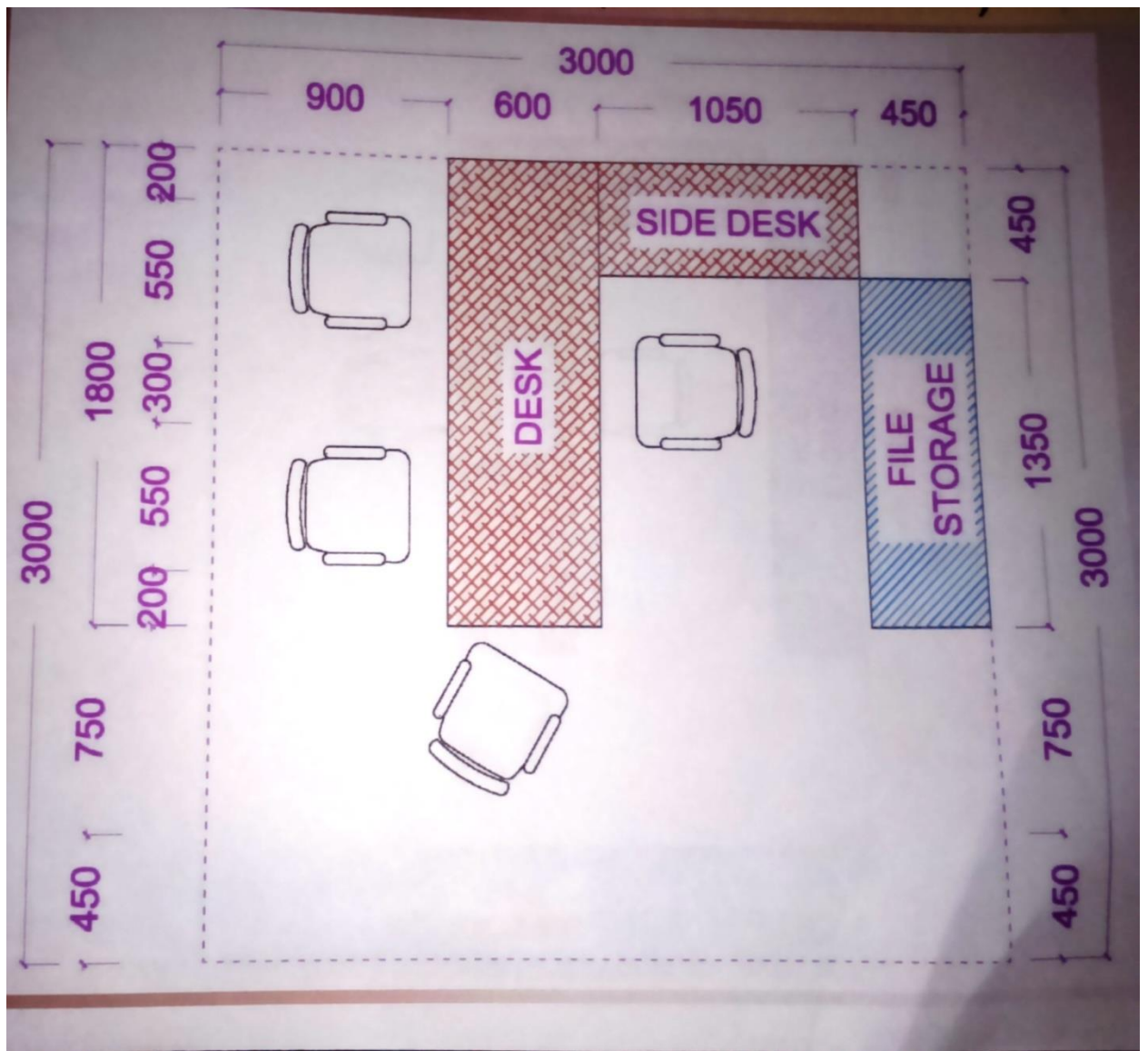




TABLE – for officers



PREAMBLE TO SCHEDULE OF RATES

- 1 Quoted rates should be as per Scope of Work.
- 2 Bidders are required to quote the rates strictly as per the below SOR and not to use any other format.
- 3 Rates should be quoted including all taxes & duties except Service tax.
- 4 Service Tax is payable extra on submission of proper cenvatable invoice as per rules in vogue in India from time to time. Statutory variation would be dearth with as per relevant clause of GCC. Present applicable rate is 14.5%.
- 5 If the services fall under the list of services defined in reverse charge mechanism, then the liability of deposition of service tax to the tax authority by the contractor and the owner shall be dealt in accordance with Notifications issued by Government of India from time to time.

SECTION - IV

PART –A

SCHEDULE OF RATES [UNPRICED BID]

Schedule of Rates – PART A

SI No	Item description	UOM	Quantity	Unit Rate (Rs)	Unit Rate (In Words)	Amount = Unit Rate * Qty (Rs)
1	Supply of Calcium sulphate Partition 75mm thk single skin partition using gypsum section with 12.5 mm sheet on both side.	SQM	290.00	DNQ=Do Not Quote	DNQ	DNQ
2	Laminated flush Doors : Supply of 35mm thick solid core commercial flush door with 8mm thick glass view panel, finished in approved 1mm Laminate on both sides with grooves as shown. All doors shall be 10mm above the finished floor level fixed on Door closer.	Nos	16	DNQ	DNQ	DNQ
3	The entire structural frame viz. horizontals and verticals are made of 50mm thick high quality aluminum extruded interlocking sections. Semi-circular top and vertical trims are made of aluminum extrusions which are snap fit. Provision of dual management facility is available. As per the international standards corner caps and top caps are made of Zinc moulds. Levelers are provided to overcome unevenness in the flooring. Snap fit tiles compromises of 4 mm prelam board on both side making 48 mm thick over all, Magnetic Fabric board . 50mm snap fit panel fixtures are made of zinc moulds. The top, vertical and corner trims are available in standard powder coating (moon shell grey) finish of international standards.					
A	Supply of 50 mm partition (1500 x 1200)	Nos	52	DNQ	DNQ	DNQ
4	Top fabricated out of 25 mm thick Plain Particle Board interior grade conforming to IS 12823 : 1990 and the top with laminate of thickness 0.7 mm as per IS 12823 : 1990 of approved brand All components like tops, sides etc. are finished with machine pressed 2mm thick PVC EDGE binding tape glued with hot melt EVA glue.					

SI No	Item description	UOM	Quantity	Unit Rate (Rs)	Unit Rate (In Words)	Amount = Unit Rate * Qty (Rs)
A	Supply of L -Shape Table Top(1500/600 x 1500/600)MM with 3 Dr. Pedestal(450 x450x 725)MM for Workstation	Nos	42	DNQ	DNQ	DNQ
B	Supply of L -Shape Table (1800/600 x 1500/600)MM with 3 Dr. Pedestal(450 x450x 725)MM for officers cabin	Nos	11	DNQ	DNQ	DNQ
5	Modular Filing Storage Supplying of low/ full height storage unit with shelves made out of 18 mm prelam on all sides including shutters, except back. Back shall be made out of 9 mm prelam. It should have a PVC edge bending. The entire structure should be completed with proper hardware and fittings as necessary.	SQM	30	DNQ	DNQ	DNQ
6	High back chair with leatherite seat and back, hydraulic and tilting facility. Of Godrej/décor-x/wipro/Feather lite.	Nos	11	DNQ	DNQ	DNQ
7	Medium Back chair. P.U. arms hydraulic, tilting & castors with Net Back.Of Godrej/décor-x/wipro/Feather lite.	Nos	41	DNQ	DNQ	DNQ
8	visitors chair (non revolving with arm rests)Of Godrej/décor-x/wipro/Feather lite.	Nos	26	DNQ	DNQ	DNQ
9	ELECTRICAL WORK					
	Providing electrical power point in each table. (Cabeling to be done from DB to workstation & Cabin) all complete	Nos	53	DNQ	DNQ	DNQ
10	NETWORKING					
	Providing data point in each table. Cabling to be done with D-Link UTP, CAT-6, including IO all complete socket.	Nos	53	DNQ	DNQ	DNQ
11	VOICE					
	Providing voice point with 2 pair cable with necessary connections all complete	Nos	53	DNQ	DNQ	DNQ

SI No	Item description	UOM	Quantity	Unit Rate (Rs)	Unit Rate (In Words)	Amount = Unit Rate * Qty (Rs)
12	P&F in position 100 mm. Fabric louver blinds of high quality material weave and finish fabric with resistance to abrasion. The mechanism will be incorporated in 35mmx30mm. Powder coated extruded aluminium head rail. The rail will have delrin acetate resistance to abrasion. The rail will have delrin acetate resin wheels and delrin hooks, interconnected by stainless spring steel spacer. All blinds are to be equally spaced with a minimum overlap of 17mm in closed fully titled position. The louvers will be controlled with left or right hand mechanism as instructed with the hooks to which louvers are attached to be of self centering type which automatically maintains the vanes (louvers) in parallel. The traverse of louver to be controlled by a polyester braided cord tensioned by weight and attached to leading vane. Rotation or tilting of vanes to be controlled by ball chain which revolves a shaft actuating a gear mechanism. The rotation of vanes to be 180 degree in both directions.					
	The price shall be complete including necessary screws, plugs, cutting adjusting the blinds to required shape where necessary to entire satisfaction of engineer-in-charge. Approved make shall be of VISTA or MAC or Hunter Douglas.	SQM	30	DNQ	DNQ	DNQ
	TOTAL	DNQ				
	Service tax @ <u>DNQ</u> %			DNQ		
	Total			DNQ	DNQ	DNQ

Note:

Above rates are inclusive of all taxes and duties excluding service tax. Service Tax shall be at actual as applicable during service period which shall be paid on submission of necessary documents / Tax invoice(s).

PART –B

SCHEDULE OF RATES **[PRICED BID]**

Schedule of Rates – PART B

Sl No	Item description	UOM	Quantity	Unit Rate (Rs)	Unit Rate (In Words)	Amount = Unit Rate * Qty (Rs)
1	Supply of Calcium sulphate Partition 75mm thk single skin partition using gypsum section with 12.5 mm sheet on both side.	SQM	290.00			
2	Laminated flush Doors : Supply of 35mm thick solid core commercial flush door with 8mm thick glass view panel, finished in approved 1mm Laminate on both sides with grooves as shown. All doors shall be 10mm above the finished floor level fixed on Door closer.	Nos	16			
3	The entire structural frame viz. horizontals and verticals are made of 50mm thick high quality aluminum extruded interlocking sections. Semi-circular top and vertical trims are made of aluminum extrusions which are snap fit. Provision of dual management facility is available. As per the international standards corner caps and top caps are made of Zinc moulds. Levelers are provided to overcome unevenness in the flooring. Snap fit tiles comprises of 4 mm prelam board on both side making 48 mm thick over all, Magnetic Fabric board . 50mm snap fit panel fixtures are made of zinc moulds. The top, vertical and corner trims are available in standard powder coating (moon shell grey) finish of international standards.					
A	Supply of 50 mm partition (1500 x 1200)	Nos	52			
4	Top fabricated out of 25 mm thick Plain Particle Board interior grade conforming to IS 12823 : 1990 and the top with laminate of thickness 0.7 mm as per IS 12823 : 1990 of approved brand All components like tops, sides etc. are finished with machine pressed 2mm thick PVC EDGE binding tape glued with hot melt EVA glue.					

SI No	Item description	UOM	Quantity	Unit Rate (Rs)	Unit Rate (In Words)	Amount = Unit Rate * Qty (Rs)
A	Supply of L-Shape Table Top(1500/600 x 1500/600)MM with 3 Dr. Pedestal(450 x450x 725)MM for Workstation	Nos	42			
B	Supply of L-Shape Table (1800/600 x 1500/600)MM with 3 Dr. Pedestal(450 x450x 725)MM for officers cabin	Nos	11			
5	Modular Filing Storage Supplying of low/ full height storage unit with shelves made out of 18 mm prelam on all sides including shutters, except back. Back shall be made out of 9 mm prelam. It should have a PVC edge bending. The entire structure should be completed with proper hardware and fittings as necessary.	SQM	30			
6	High back chair with leatherite seat and back, hydraulic and tilting facility. Of Godrej/décor-x/wipro/Feather lite.	Nos	11			
7	Medium Back chair. P.U. arms hydraulic, tilting & castors with Net Back.Of Godrej/décor-x/wipro/Feather lite.	Nos	41			
8	visitors chair (non revolving with arm rests)Of Godrej/décor-x/wipro/Feather lite.	Nos	26			
9	ELECTRICAL WORK					
	Providing electrical power point in each table. (Cabeling to be done from DB to workstation & Cabin) all complete	Nos	53			
10	NETWORKING					
	Providing data point in each table. Cabling to be done with D-Link UTP, CAT-6, including IO all complete socket.	Nos	53			
11	VOICE					
	Providing voice point with 2 pair cable with necessary connections all complete	Nos	53			

SI No	Item description	UOM	Quantity	Unit Rate (Rs)	Unit Rate (In Words)	Amount = Unit Rate * Qty (Rs)
12	P&F in position 100 mm. Fabric louver blinds of high quality material weave and finish fabric with resistance to abrasion. The mechanism will be incorporated in 35mmx30mm. Powder coated extruded aluminium head rail. The rail will have delrin acetal resistance to abrasion. The rail will have delrin acetal resin wheels and delrin hooks, interconnected by stainless spring steel spacer. All blinds are to be equally spaced with a minimum overlap of 17mm in closed fully titled position. The louvers will be controlled with left or right hand mechanism as instructed with the hooks to which louvers are attached to be of self centering type which automatically maintains the vanes (louvers) in parallel. The traverse of louver to be controlled by a polyester braided cord tensioned by weight and attached to leading vane. Rotation or tilting of vanes to be controlled by ball chain which revolves a shaft actuating a gear mechanism. The rotation of vanes to be 180 degree in both directions.					
	The price shall be complete including necessary screws, plugs, cutting adjusting the blinds to required shape where necessary to entire satisfaction of engineer-in-charge. Approved make shall be of VISTA or MAC or Hunter Douglas.	SQM	30			
	TOTAL [inclusive of all taxes & duties excluding service tax] (INR) (Σamount)					
	Service tax @ <u>DNQ</u> % (INR)					
	Total (INR)					

Note:

Above rates are inclusive of all taxes and duties excluding service tax. Service Tax shall be at actual as applicable during service period which shall be paid on submission of necessary documents / Tax invoice(s).