



ब्रह्मपुत्रक्रैकरऔरपालीमेरलिमिटेड  
(भारतसरकारकाउपक्रम)  
Brahmaputra Cracker and Polymer Ltd.  
(A Government of India Enterprise)



# Brahmaputra Cracker and Polymer Limited

(A Government of India Enterprise)  
ADMINISTRATIVE BUILDING, PO: LEPETKATA  
DISTT.: DIBURGARH, ASSAM  
PIN CODE: 786006  
PHONE NO. 0373 2914636

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302**

**Date: 13.01.2017**

## TENDER DOCUMENT

### FOR

**“HIRING OF SUPPORT SERVICES FOR  
INSTRUMENTATION MAINTENANCE JOBS OF BCPL,  
LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**

|                                          |          |                                |
|------------------------------------------|----------|--------------------------------|
| <b>Tender Submission Date &amp; Time</b> | <b>:</b> | <b>03.02.2017 at 14:30 Hrs</b> |
| <b>Tender Opening Date &amp; Time</b>    | <b>:</b> | <b>03.02.2017 at 15:00 Hrs</b> |
| <b>Tender Fee</b>                        |          | <b>Not Applicable</b>          |

|                   |          |                       |
|-------------------|----------|-----------------------|
| <b>EMD Amount</b> | <b>:</b> | <b>Rs 3,36,000.00</b> |
|-------------------|----------|-----------------------|

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR  
INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A  
PERIOD OF 01 (ONE) YEAR”**



## IMPORTANT INSTRUCTIONS

PLEASE NOTE THAT THIS "REQUEST FOR QUOTATION [RFQ]" IS ON "ZERO-DEVIATION" BASIS. BCPL WILL ACCEPT OFFERS BASED ON TERMS AND CONDITIONS OF THIS "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" ONLY. DEVIATION TO TERMS AND CONDITIONS OF "REQUEST FOR QUOTATION [RFQ] & TENDER DOCUMENT" MAY LEAD TO REJECTION OF OFFER.

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

PRIOR TO DETAILED EVALUATION, PURSUANT TO "BID EVALUATION AND REJECTION CRITERIA", BCPL WILL DETERMINE THE SUBSTANTIAL RESPONSIVENESS OF EACH BID TO THE "RFQ & TENDER DOCUMENT". FOR THE PURPOSE OF THIS, A SUBSTANTIALLY RESPONSIVE BID IS ONE WHICH CONFORMS TO ALL THE TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS WITHOUT 'DEVIATIONS' OR 'RESERVATIONS / EXCEPTIONS'. BCPL'S DETERMINATION OF A BID'S RESPONSIVENESS IS BASED ON THE CONTENT OF THE BID ITSELF, WITHOUT RECOURSE TO EXTRINSIC EVIDENCE.

'TECHNICAL' AND/OR 'COMMERCIAL' QUERY(S), IF REQUIRED, MAY BE RAISED ON THE BIDDER(S) – THE DECISION FOR WHICH WILL BE SOLELY BASED ON CIRCUMSPECTION BY 'BRAHMAPUTRA CRACKER AND POLYMER LIMITED'. HOWEVER, ISSUANCE OF REQUEST FOR SUCH 'CLARIFICATIONS' SHALL NOT BE RESORTED TO MORE THAN 'ONCE'. THE 'RESPONSE(S)' TO THE SAME SHALL BE IN WRITING AND NO CHANGE IN THE 'PRICE(S)' OR 'SUBSTANCE' OF THE BIDS SHALL BE SOUGHT, OFFERED OR PERMITTED. THE SUBSTANCE OF THE BID INCLUDES BUT NOT LIMITED TO PRICES, COMPLETION, SCOPE, TECHNICAL SPECIFICATIONS, ETC.

BIDDERS ARE REQUESTED TO NOT TO TAKE ANY 'DEVIATION/EXCEPTION' TO THE TERMS AND CONDITIONS LAID DOWN IN THIS "RFQ & TENDER DOCUMENT", AND SUBMIT ALL REQUISITE DOCUMENTS AS MENTIONED IN THIS "RFQ & TENDER DOCUMENT", FAILING WHICH YOUR OFFER WILL BE LIABLE FOR REJECTION.

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



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**FAQ**

**[QUESTIONS AND ANSWERS]**

| SL NO. | QUESTIONS                                                                                                                                | ANSWER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Where the bidder can see the Tender floated by BCPL?                                                                                     | Yes, please visit GAIL's/BCPL's website: <a href="http://www.gailtenders.in">http://www.gailtenders.in</a> ; <a href="http://www.bcplonline.co.in">http://www.bcplonline.co.in</a> and Government portal <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> for complete details of tender document including qualifying requirements, important dates, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2      | Whether Hard copy of Bids are acceptable?                                                                                                | Yes, Bids shall be submitted only through manual mode in the manner specified elsewhere in tender document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 3      | Whether EMD are prerequisite for qualification of bidder in any tender?                                                                  | Yes, as applicable as per tender condition specified in ITB of tender document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4      | Is there any guideline / instructions how to prepare EMD and Security Deposit?                                                           | Yes, Please refer ITB Section of Tender Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5      | Is there any exemption in submission of EMD and Security Deposit?                                                                        | (i) Yes, there is exemption in submission of EMD.<br>As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC. <b>The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp.</b> MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy”.<br>(ii) <b>There is no exemption in submission of SD (Security Deposit).</b> |
| 6      | Whether PSU (Public Sector Undertaking) are exempted from submission of EMD                                                              | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 7      | Whether Late bid can be considered?                                                                                                      | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 8      | Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender? | Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 9      | Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of                              | Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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|    |                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                           |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | qualification of bidder in any tender?                                                                                                                                          |                                                                                                                                                                                                                                                                                           |
| 10 | In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender? | BEC is included in tenders floated on Open Tender/Limited Tender basis.                                                                                                                                                                                                                   |
| 11 | Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?                                         | Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement. |
| 12 | Whether BEC can be relaxed for any bidder after opening of Bids?                                                                                                                | No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.                                                                                                                                          |
| 13 | Whether BEC can be modified after opening of Bids?                                                                                                                              | Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.                                                                                                                                                                                                    |
| 14 | In which case mobilization advance is given and incorporated in payment term of tender document?                                                                                | Mobilization advance invariably not allowed in any tender.<br>Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.             |

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## SECTION - I

### INVITATION FOR BIDS [IFB]

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



**SECTION - I**  
**INVITATION FOR BID [IFB]**

**To,**  
**PROSPECTIVE BIDDERS**

**Date: 13.01.2017**

**SUB: "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

**Dear Sir/Madam,**

1.0 Brahmaputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from eligible bidders for the subject procurement, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

|      |                                                    |   |                                                                                                                                                                                                                                                                                                                                                                         |
|------|----------------------------------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I    | PERIOD OF CONTRACT/<br>DELIVERY<br>SCHEDULE/PERIOD | : | The contract shall be valid for a period of ONE YEAR.                                                                                                                                                                                                                                                                                                                   |
| II   | <b>Tender Fee</b>                                  |   | <b>Not Applicable</b>                                                                                                                                                                                                                                                                                                                                                   |
| III  | <b>Earnest Money Deposit (EMD)</b>                 | : | <b>Rs 3,36,000.00</b>                                                                                                                                                                                                                                                                                                                                                   |
| IV   | <b>BID DUE DATE &amp; TIME</b>                     | : | <b>03.02.2017 at 14:30 Hrs</b>                                                                                                                                                                                                                                                                                                                                          |
| V    | <b>OPENING OF UNPRICED BID</b>                     | : | <b>03.02.2017at 15:00 Hrs.</b>                                                                                                                                                                                                                                                                                                                                          |
| VI   | <b>VALIDITY OF OFFER UPTO</b>                      | : | <b>3 Months from Bid Opening date.</b>                                                                                                                                                                                                                                                                                                                                  |
| VII  | <b>VENUE FOR OPENING OF UNPRICED BIDS</b>          |   | Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.                                                                                                                                                                  |
| VIII | <b>MODE OF TENDERING</b>                           | : | <b>Limited Domestic Competitive Bidding through Manual Mode (Under Two Bid System Basis)</b> with uploading in GAIL's/BCPL's Website: <a href="https://www.gailtenders.in">https://www.gailtenders.in</a> ; <a href="http://www.bcplonline.co.in">http://www.bcplonline.co.in</a> ; Govt Website: <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> |
| IX   | <b>DATE AND TIME OF PRE- BID CONFERENCE VENUE</b>  |   | <b>24.01.2017 at 11:00 hrs.</b><br><br>Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636                                                                                                                                                               |

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In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document alongwith its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://eprocure.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled **on 24.01.2017 at 11.00 hrs** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Dist.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of

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tender document. For participation contact Dy.Manager (C&P) Phone No. 0373-2914636  
Email ID: [ajdutta@bcplindia.co.in](mailto:ajdutta@bcplindia.co.in)

This is not an Order.

For & on behalf of  
Brahmaputra Cracker and Polymer limited

[Arun Jyoti Dutta]  
Dy. Manager [C&P]  
Ph: +91-0373-2914636  
E-mail: [ajdutta@bcplindia.co.in](mailto:ajdutta@bcplindia.co.in)

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## SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY

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**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



## SECTION-II

# 1. BID EVALUATION CRITERIA [BEC]

### 1.0 BID EVALUATION CRITERIA (BEC):

#### 1.1 Technical BEC:(as a single bidder)

##### BEC - Technical

1.1.1 The bidder must have **executed and completed** at least one (01) single contract of “**similar nature**” in any Petrochemicals / Fertilizers /Petroleum Refinery/Chemical Plant/Power Plant/Gas Processing Complex / LPG Plant/Offshore Platform Processing Complex in any Govt./Semi Govt./PSU/MNC/Public Ltd Co./Pvt Ltd. Company of Single order value not less than **Rs. 84.0 Lacs** in previous 07 years to be reckoned from the due date of bid submission.

i. **Definition Of “Similar Nature”** means: works/services having experience of Instrumentation maintenance jobs and /or providing support services for Instrumentation jobs during Erection / Modification / Pre-Commissioning / Commissioning / Maintenance / Shut Down/ AMC in the process plant as defined above.

ii. **Definition Of “Executed”** means: Fully executed and completed

1.1.2 The present tender is for maintenance rate contract. In this case, if the bidder is executing a Rate / Service contract which is still running as mentioned at **sl no. 1.1.1** above and the Contract value executed till one day prior to the due date of bid submission, is equal or more than the minimum requisite value of **Rs. 84.0 Lacs** such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user/owner/ authorized consultant.

#### 1.2 BEC- Financial: (as a single bidder):

1.2.1 **TURN OVER:** The **Annual turnover** of the bidder must have minimum value of **Rs.84.00 Lacs** in any of the three (03) previous financial years ending on **31st March’2016 i.e. FY: 2015-2016, 2014-2015 & 2013-2014.**

1.2.2 **NET WORTH:** Net Worth of the bidder should be **positive** as per the **last audited financial statement i.e. FY: 2015-2016.**

1.2.3 **WORKING CAPITAL:** The bidder should have **minimum working capital of value Rs.16.80 Lacs as per the last audited financial statement for the year i.e. the financial year 2015-2016.**

##### **Note:**

*If the bidder’s working capital is inadequate, the bidder should supplement this with a letter from the bidder’s bank as per **Format, F-15** of tender document, having net worth not less*



than **Rs. 100 Crores**, confirming the availability of the line of credit at least for the working capital requirement as stated above

**1.3 Documents/Documentary Evidence required to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1 & 1.2:**

| Sr. No. | BEC Clause no. | Description                                                                                                                                                                                                                                                                                 | Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)<br>[All documents must be duly authenticated/ attested]                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | <b>1.1</b>     | <b>Technical Experience Criteria – Document</b><br>[All documents to be submitted must be <b><u>Certified/attested by both Chartered Engineer and Notarized by Notary Public</u></b> with legible stamp]                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.      | 1.1.1          | Experience to comply 1.1.1                                                                                                                                                                                                                                                                  | Bidder must submit legible copy(ies) of :<br>1. One Single Order/Contract for “Services defined at 1.1.1 above” along with copy of detailed SOR (Schedule of Rates) and Scope of Work.<br>2. Copy of Completion Certificate of above order/ contract issued by end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).<br><br>The Completion Certificate to contain the detailed information like Order No./Contract No. with date, Brief Scope, Order value, Total Executed value, Date of Completion etc . |
| 2.      | 1.1.2          | Experience to comply 1.1.2                                                                                                                                                                                                                                                                  | Bidder must submit legible copy (ies) of :<br>1. One Single Order/Contract for ““Services defined at 1.1.1 above” along with copy of detailed SOR (Schedule of Rates).<br>2. Copy of Satisfactory Work/ Service Execution Certificate of above order/contract issued by end-user/owner (or their consultant who has been duly authorized by them to issue such certificate). The Execution Certificate to contain the detailed information like Order No./Contract No. with date, Brief Scope, Order value, Total Executed value, etc.                    |
|         | <b>1.2</b>     | <b>Financial Experience Criteria- Document</b><br>[All audited financial statements/documents (balance sheet and profit & loss account statement under 1.2.1,1.2.2 & 1.2.3 of above BEC) to be submitted must be <b><u>duly Certified/attested by Notary public</u></b> with legible stamp] |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4.      | 1.2.1          | Annual Turn-over                                                                                                                                                                                                                                                                            | Bidder(s) shall submit copy of audited Balance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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| Sr. No. | BEC Clause no. | Description     | Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)<br>[All documents must be duly authenticated/ attested]                                                                                                                                                                                                                                                                                                                                               |
|---------|----------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                |                 | sheet and Profit & Loss account statement of the three (3) preceding Financial Year(s), i.e. FY: 2015-2016, 2014-2015 & 2013-2014                                                                                                                                                                                                                                                                                                                                                               |
| 5.      | 1.2.2          | Net worth       | Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement of last audited Financial Year, i.e. FY: 2015-16.                                                                                                                                                                                                                                                                                                                                                      |
| 6.      |                | Working capital | Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2015-16.<br><br>In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter ( <b>as per Format, F-15 of tender document</b> ) from the Bidder's bank having net worth not less than Rs. 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement. |
| 7.      |                | Format, F-16    | "Details of financial capability of bidder" shall be submitted in the prescribed <b>Format F-16</b> (of tender document) duly signed and stamped by a <b>Chartered Accountant only</b> .                                                                                                                                                                                                                                                                                                        |

**Note to above Bidder's Eligibility Criteria (point no. 1.0):**

- (a) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a 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 payment 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 in the bidding documents to meet BEC.
- (b) Bids of Joint Venture/Consortium are not acceptable.

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

## **2.0 BIDS EVALUATION METHODOLOGY:**

- 2.1 **EVALUATION:** - Bid of techno-commercially acceptable bidder will be evaluated on overall L1 basis and will be considered for award. Service tax will not be considered for evaluation.

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*Presently, Service Tax is applicable @15% on the total estimated contract value.*

- 2.2 *Considering the nature of job, splitting of quantities will not be possible in this case and hence the clause for award of 20 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (other than MSE) + 15%, shall be awarded for full/ complete services of total tendered value subject to matching of L1 price. Details as per ITB of Tender Document.*

NOTE TO "BID EVALUATION CRITERIA [BEC]"

**[FOR STRICT COMPLIANCE]**

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

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## SECTION-III

### **INSTRUCTION TO BIDDERS [ITB] (TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))**

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



### SECTION-III

## INSTRUCTION TO BIDDERS

### INDEX

**[A] GENERAL:**

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM CONSORTIUM / JOINT VENTURE
4. ONE BID PER BIDDER
5. COST OF BIDDING & TENDER FEE
6. SITE-VISIT

**[B] BIDDING DOCUMENTS:**

7. CONTENTS OF BIDDING DOCUMENTS
8. CLARIFICATION OF BIDDING DOCUMENTS
9. AMENDMENT OF BIDDING DOCUMENTS

**[C] PREPARATION OF BIDS:**

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11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES / BID PRICES
13. TAXES & DUTIES
14. BID CURRENCIES
15. BID VALIDITY
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21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
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**[E] BID OPENING AND EVALUATION:**

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
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31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF PRICE BIDS  
[PRICE BID EVALUATION METHODOLOGY]
33. COMPENSATION FOR EXTENDED STAY
34. PURCHASE PREFERENCE

**[F] AWARD OF CONTRACT:**

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE  
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL  
ENTERPRISE
41. AHR ITEMS
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT  
DEPARTMENT AND ANOTHER AND ONE GOVERNMENT  
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ENTERPRISE AND ANOTHER
45. DISPUTE RESOLUTION
46. **BILLING SYSTEM**
47. **TRANSPARENCY**
48. **SALE OF BID DOCUMENTS**
49. **SUBLETTING & ASSIGNMENT**
50. **Direct Payments to Sub-Vendors / Supporting Agencies of Main  
Contractor**
51. **Check Measurement**

**[G] ANNEXURES:**

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE  
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION  
PROCEDURE
3. ANNEXURE-III: **BIDDING DATA SHEET (BDS)**

**[H] FORMS & FORMATS**

**SECTION-III**

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**INSTRUCTIONS TO BIDDERS [ITB]**  
**(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))**

**[A] – GENERAL**

**1 SCOPE OF BID**

- 1.1 The Employer/ Owner/ BCPL as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer/Owner/BCPL.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

**2 ELIGIBLE BIDDERS**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas/Ministry of Chemical & Fertilizer.

If the bidding documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall

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tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.4 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

- 2.5 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

- 2.7 **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor for meeting the experience criteria of BEC in tender: NOT ACCEPTABLE.**

- 2.8 No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.

- 3 **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"**- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET(BDS)]-**NOT APPLICABLE FOR THIS TENDER**

- 4 **ONE BID PER BIDDER**

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

- 4.2 Alternative Bids shall not be considered.

- 5 **COST OF BIDDING & TENDER FEE**

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## 5.1 **COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

## 5.2 **TENDER FEE- NOT APPLICABLE FOR THIS TENDER**

## 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 the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid. NOT APPLICABLE

## **[B] – BIDDING DOCUMENTS**

## 7 **CONTENTS OF BIDDING DOCUMENTS**

- 7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
- Section-I : Invitation for Bid [IFB]
  - Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
  - Section-III : Instructions to Bidders [ITB]  
Annexure  
Forms & Format
  - Section-IV : General Conditions of Contract [GCC]
  - Section-V : Special Conditions of Contract [SCC]
  - Section-VI : Scope of Work[SOW] and Technical Specification [TS]
  - Section-VII : Schedule of Rates

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\*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" 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.

## **8 CLARIFICATION OF BIDDING DOCUMENTS**

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tendering web site [<http://gailtenders.in>; <http://www.bcplonline.co.in> and Government Website] / communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

## **9 AMENDMENT OF BIDDING DOCUMENTS**

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gailtenders.in>; <http://www.bcplonline.co.in> and Government Website] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

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## **[C] – PREPARATION OF BIDS**

### **10 LANGUAGE OF BID:**

The bid prepared by the bidder and all correspondence/drawings and documents relating to the bid exchanged by the Bidder and BCPL shall be written in English language alone.

### **11. DOCUMENTS COMPRISING THE BID**

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**11.1 Bids are invited under the Manual Two Bid system.** The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

**11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD).
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR: Part – I) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- (o) Any other information/details required as per Bidding Document
- (p) All forms and Formats including Annexures.
- (q) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (r) Additional document specified in Bidding Data Sheet (BDS).

**Note:** All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

**11.1.2 ENVELOPE-II: Price Bid**

- i) The Prices are to be submitted strictly as per the Schedule of Rate (SOR: Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) 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.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.



- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of un-priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

## **12 SCHEDULE OF RATES / BID PRICES**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties and except Service Tax.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" 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 "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Bidder under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 12.5 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. Any new taxes & Duties, if imposed by the State/ Govt. of India after the last date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of

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documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.

- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

### **13 SERVICE TAX**

- 13.1 Bidders are required to submit a notarized copy of the Service Tax Registration Certificate while submitting the bids wherever service tax is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except Service Tax and Swachh Bharat cess (non cenvatable). Please note that the responsibility of payment of Service Tax lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule 4A of service tax rules, 1994. The invoice shall also contain the following:

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

Payments to Service Provider for claiming Service Tax amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of Service Tax collected from Owner.

- 13.3 In case CBEC (Central Board of Excise and Customs) brings to the notice of BCPL that the contractor has not remitted the amount towards service tax collected from BCPL to the government exchequer, then, that contractor shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.4 In case of statutory variation in Service Tax during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / Statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears. The Bidder shall submit Service Tax Registration Certificate along with their Bid. The following may also be noted:-
- a) Any increase in the rate of non-cenvatable service tax beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate of service tax shall be passed on to the Employer.



- b) The base date for the purpose of applying statutory variation shall be the bid closing date.

**13.5 SERVICE TAX IN CASE OF WORKS CONTRACT**

***(Not applicable in this Tender except clause number 13.9, 13.10 AND 13.11)***

- 13.5.1 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.**
- 13.5.2 Wherever 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. Wherever Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage of the gross works contract value on which Service Tax is applicable.
- 13.5.3 Wherever the bidder opts for paying Service Tax on deemed service portion, the gross works contract value for 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, to be mentioned in the Bidding Documents
- 13.5.4 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 Form F-10 'Agreed terms & conditions'.
- 13.5.5 This is clearly stipulated that 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 on total value of works contract.
- 13.6 Where the BCPL is entitled to avail the cenvat credit of service tax:-
- 13.6.1 Owner/BCPL will reimburse the service tax to the Contractor at actuals 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 of any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion. Swachh Bharat cess (non cenvatable) shall be paid against documentary evidence.
- 13.6.2 The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.
- 13.7 Where the BCPL is not entitled to avail/take the cenvat credit of service tax:



- 13.7.1 Owner/BCPL will reimburse the service tax and Swachh Bharat cess (non cenvatable) to the Contractor at actuals against documentary evidence subject to the ceiling amount of Service Tax as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which service tax is applicable will be modified on pro-rata basis.
- 13.7.2 The bids will be evaluated based on total price including applicable service tax.
- 13.8 In case of non-corporate entities, bidder is required to pay certain portion of applicable service tax and remaining portion shall be deposited by BCPL directly as per service tax act. However, in SOR, entire applicable rate/amount of service tax to be indicated by bidder.
- 13.9 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.

If CENVAT credit with respect to service tax is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse service tax charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such service tax together with all penalties and interest if any, against any amounts paid or payable by BCPL to Contractor.

- 13.10 A. Where BCPL has the obligation to discharge service tax liability under reverse charge mechanism and BCPL has paid or is /liable to pay service tax to the Government on which interest or penalties becomes payable as per Point of Taxation Rules, 2011 for any reason which is not attributable to BCPL or CENVAT credit with respect to such payments is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BCPL to Contractor.

**13.10 B. Tax Deducted at Source [TDS]**

- i) BCPL will release the payment to the bidder after effecting deductions (if any) as per applicable Government of India law in force.
- ii) BCPL will release payments to the bidder after offsetting all dues payable to BCPL by the bidder under the Contract (detailed Order / letter of award).

**13.11 Income Tax**

'Income Tax' deductions shall be made from all payments to the bidder as per rules and regulations in force in accordance with the "Income Tax Act" prevailing from time to time. However, bidder shall be entitled to get the "TDS Certificate" for the amount so deducted in the format prescribed by the 'Income Tax Department'.

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. VAT on works contract / WCT shall be included in the quoted price and no variation shall be payable on VAT on works contract / WCT. Bidder (if awarded) must submit Form-32 as per format attached to the EIC of the contract as per Assam VAT Act 2003.



**14 BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

**15 BID VALIDITY**

15.1 Bids shall be kept valid for period specified in BDS 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 the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. 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 "ITB: Clause-16" in all respects.

**16 EARNEST MONEY/BID SECURITY- : Rs 3,36,000.00**

16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favor of Brahma Putra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or '**Bank Guarantee**' **as per the format given in Form -4 of the bidding documents**. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

16.2 The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"

16.3 BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', 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. 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 [Rupees One Hundred 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. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.

16.5 **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**

16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.



- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- If a Bidder withdraws his Bid during the 'Period of Bid Validity'
  - If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - If the Bidder modifies bids during the period of bid validity (after submission date).
  - Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
  - In the case of a successful Bidder, if the Bidder fails to:
    - to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]", [Letter of Intent (LOI)].
    - to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
    - to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9 **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.

## **17 PRE-BID MEETING (IF APPLICABLE)**

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

## **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 (as per POA). 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 entry(s) or amendment(s) 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 AND REJECTION CRITERIA**

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BCPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price
  - (b) Earnest Money Deposit / Bid Security
  - (c) Specifications & Scope of Work
  - (d) Schedule of Rates / Price Schedule / Price Basis
  - (e) Duration / Period of Contract/ Delivery Schedule
  - (f) Period of Validity of Bid
  - (g) Price Reduction Schedule
  - (h) Contract Performance Bank Guarantee / Security Deposit
  - (i) Guarantee / Defect Liability Period
  - (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
  - (k) Force Majeure & Applicable Laws
  - (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

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## 20 **E-PAYMENT**

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

## **[D] – SUBMISSION OF BIDS**

### 21 **SUBMISSION, SEALING AND MARKING OF BIDS**

- 21.1 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

### 22 **DEADLINE FOR SUBMISSION OF BIDS**

- 22.1 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). 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. Notice for extension of bid submission date will be uploaded on GAIL's/BCPL's website/ communicated to the bidders.

### 23 **LATE BIDS**

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the unopened bid.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

### 24 **MODIFICATION AND WITHDRAWAL OF BIDS**

- 24.1 Modification and withdrawal of bids shall be as follows:-

#### 24.1.1 **FOR MANUAL BIDDING**

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**The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document** provided that the written notice of the modification/ substitution/ withdrawal in received by BCPL prior to the deadline for submission of bid.

- 24.2 The modification shall also the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute 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/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

**25 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.

**[E] – BID OPENING AND EVALUATION**

**26 BID OPENING**

**26.1 *Un-priced Bid Opening:***

BCPL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. 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 bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.
- 26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.
- 26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

## 27 **CONFIDENTIALITY**

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 not 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 and action shall be initiated as per procedure in this regard.

## 28 **CONTACTING THE EMPLOYER**

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 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 and action shall be initiated as per procedure in this regard.

## 29 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
  - (b) Has been properly signed;
  - (c) Is accompanied by the required 'Earnest Money / Bid Security';
  - (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 "ITB: 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 or omissions for this purpose employer defines the foregoing terms below:-
- "Deviation" is departure from the requirement specified in the tender documents.
  - "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
  - "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- If accepted would,
    - Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
    - Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
  - If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

### **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:
- 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.
  - 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.
  - 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 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. 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. All bids submitted must be in the currency specified at clause 14 of ITB.

**32 EVALUATION AND COMPARISON OF BIDS**

Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 7.0 of ITB) after considering the effect of cenvatcredit entitled. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.

**33 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER**

**34 PURCHASE PREFERENCE**

Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

**[F] – AWARD OF CONTRACT**

**35 AWARD**

Subject to "ITB: 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 provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

**36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/LETTER OF INTENT**

36.1 Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.

36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "Notification of Award"/"Fax of Intent [FOI]" / "Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

**37 SIGNING OF AGREEMENT**

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- 37.1 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.
- 37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Letter of Acceptance [LOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

### **38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 38.2 **The contract performance security shall be for an amount equal to 7.5% of Total Contract Value (excluding taxes & duties) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

Bank Guarantee towards performance security/ security deposit 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 as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of **Rs 100 crores** and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period of three months beyond the DLP specified in Bid Data Sheet(BDS).

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 38.4 The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

### **39 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES**

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- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevention Policy document is available on GAIL's/BCPL's website ([www.gailonline.com/www.bcplonline.com](http://www.gailonline.com/www.bcplonline.com))
- 39.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's/BCPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahmaputra Cracker and Polymer Ltd., to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahmaputra Cracker and Polymer Ltd, such decision of Brahmaputra Cracker and Polymer Ltd shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

#### **40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

- 40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)
- i) Issue of tender document to MSEs free of cost.
  - ii) Exemption to MSEs from payment of EMD/Bid Security.
  - iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply up-to 20% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

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

40.2 The MSEs owned by SC/ST entrepreneurs shall mean:-

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

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

- a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or UdyogAadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

**The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.**

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

40.4 If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

#### **41 AHR ITEMS**

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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.

#### **42 VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Annexure II to ITB herewith.

#### **43 INCOME TAX & CORPORATE TAX**

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

43.2 Corporate Tax liability, if any, shall be to the contractor's account.

43.3 Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.

#### **43.4 MENTIONING OF PAN NO. IN INVOICE/BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

#### **44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for



Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitrator under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator

**45 DISPUTE RESOLUTION (ADDENDUM TO PROVISION REGARDING APPLICABLE LAWS AND SETTLEMENT OF DISPUTES OF GCC)**

- 45.1 Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: [www.gailonline.com/](http://www.gailonline.com/) [www.bcplonline.com](http://www.bcplonline.com/) for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.



- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

#### 46 BILLING SYSTEM

ORIGINAL Bills/Invoices to be forwarded in sealed envelope for release of payment in time and following should be clearly mentioned on "top left corner of the envelope" with "address" as under:

(a) Top left corner of the envelope

Vendor Code: \_\_\_\_\_

LOA/PO No.: ..... Date .....

Bill/ Invoice No.: ..... Date .....

Invoice Value: Rs. .... Indenting Dept. .... Job/Supply of  
.....

(b) Address:

To,

| In case of LOA/Contract                                                                                                                                                                                                                                   | In case of PO                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HOD/EIC (Indenting/User Department)</b><br><b>M/s Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise),<br>Administrative Building, PO: Lepetkata,<br>Distt.: Dibrugarh, Assam, Pin Code: 786006,<br>Phone no. 0373 2914636. | <b>HOD (C&amp;P)</b><br><b>M/s Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise),<br>Administrative Building, PO: Lepetkata, Distt.:<br>Dibrugarh, Assam, Pin Code: 786006,<br>Phone no. 0373 2914636. |

#### 47 TRANSPARENCY

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR"**



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

#### **48 SALE OF BID DOCUMENTS**

Tender document will be sold on receipt of application. No tender document will, however, be sold / issued to the bidders who are on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. If the document were issued inadvertently/ downloaded from website, offers submitted by such bidder shall not be considered for opening / evaluation / award and will be returned immediately to such bidder. The above is without prejudice to the other rights of BCPL.

#### **49 SUBLETTING & ASSIGNMENT**

49.1 The contractor shall not, save with previous consent in writing of the Engineer-in-charge, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract.

However, Subletting of WHOLE WORKS is prohibited. An undertaking to this effect will be given by Vendor/Contractor along with each invoice/ bill. In addition to above, clause no. 37.0 of GCC also to be referred.

#### **50 Direct Payments to Sub-Vendors / Supporting Agencies of Main Contractor**

50.1 Normally, the payment is to be made to vendor/contractor only as per provision of contract. During execution, in case of financial constraints, BCPL may make direct payment to their sub-vendor / supporting agencies as an exception from the amounts due to the vendors/contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/contractor. Further, the request for direct payments to the sub-vendor / sub-contractor shall be considered in performance evaluation of such vendor/contractor.

#### **51. CHECK MEASUREMENT**

Measurement shall be recorded as per the methods of measurement spelt out in SOW/Specifications/SCC of Contract/Tender Document. The responsibility for checking the measurements as recorded in the measurement Books/Bills shall be as under:

1. Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)
  - a. Site-In-Charge/Site Engineer will check 100% measurements of executed work.
  - b. EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work.



- c. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
2. Where PMC is EIC (e.g Project Construction):
  - a. PMC will check 100% measurements of executed work.
  - b. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
  - c. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
  - a. Third Party Inspector will check 100% measurements of executed work.
  - b. BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
  - c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
  - d. An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.
4. OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.
5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.
7. All concerned officers should indicate the measurements of SOR items checked by them and marked as “Checked and verified.”



52. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
53. Wherever there is contradiction with respect to terms of 'Integrity pact', 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.
- .....



**Annexure-I**

**PROCEDURE FOR ACTION IN CASE  
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**

**A Definitions:**

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.
- 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.

“Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the 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 BCPL for a period specified in para B 2.2 below from the date of issue of banning order.

### **B.2 Irregularities noticed after award of contract**

#### **(i) During execution of contract:**

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

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

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

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



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

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

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

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

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

**B.2.2 Period of Banning**

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

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

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

- C.1 If an agency is put on Banning, such agency should 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 sametender/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**

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## **D.1 Initiation of Suspension**

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

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

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## Annexure-II

### **PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

#### **1.0 OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with BCPL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

#### **2.0 METHODOLOGY**

##### **i) Preparation of Performance Rating Data Sheet**

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of Rs. 7 Lakhs and above is recommended to be drawn up. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

##### **ii) Measurement of Performance**

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

##### **iii) Initiation of Measures:**

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

##### **iv) Implementation of Corrective Measures:**

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of BCPL.

##### **v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.**



### 3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

#### 3.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

| Sl.No. | Performance Rating | Action                                                      |
|--------|--------------------|-------------------------------------------------------------|
| 1      | POOR               | Seek explanation for Poor performance                       |
| 2      | FAIR               | Seek explanation for Fair performance                       |
| 3      | GOOD               | Letter to the concerned for improving performance in future |
| 4      | VERY GOOD          | No further action                                           |

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

#### Where Performance rating is “POOR”:

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three YEARS.as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two YEARS.**

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- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/ Supplier/Contractor/ Consultant or Repeated Offence: **Three YEARS.**

Non performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order, such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

- (B) Where Performance rating is “FAIR”:

Recommend for issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

### 3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

### 3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by C&P:

| Sl. No. | Performance Rating | Action                                |
|---------|--------------------|---------------------------------------|
| 1       | <b>POOR</b>        | Seek explanation for Poor performance |
| 2.      | <b>FAIR</b>        | Seek explanation for Fair             |



|   |                  |                                                              |
|---|------------------|--------------------------------------------------------------|
|   |                  | performance                                                  |
| 3 | <b>GOOD</b>      | Letter to the concerned for improving performance in future. |
| 4 | <b>VERY GOOD</b> | No further action                                            |

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for putting on Holiday for a period from one to three YEARS.as given below:

- (i) Poor Performance due to reasons other than Quality : **One Year**  
(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two YEARS.**  
(iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three YEARS.**

Non-performance of a Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order such Vendor/ Supplier/ Contractor/Consultant are also to be considered for Suspension.

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

4.0 **EXCLUSIONS:**

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The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

- i) Orders/Contracts below the value of Rs. 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valued items.

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

## **5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

- 5.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

## **6.0 EFFECT OF HOLIDAY**

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 6.3. Effect on other ongoing tendering:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.



- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

**9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

**10. ERRANT BIDDER**

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

Further, such bidder will be put on ‘**holiday**’ for a period of six months after following the due procedure.

11. In case Service Tax department brings to the notice of BCPL that a Party has not paid to the credit of the Government the Service Tax collected from BCPL, then party will be put on holiday for a period of six months after following the due procedure.

.....

**Annexure-1**

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
PERFORMANCE RATING DATA SHEET  
(FOR PROJECTS/ CONSULTANCY JOBS)**

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :  
Works/Assignment
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ :  
Contractor/ Consultant
- vi) Contracted delivery/ :  
Completion Schedule
- vii) Actual delivery/ :  
Completion date

| Performance Parameter | Delivery/ Completion Performance | Quality Performance | Reliability Performance# | Total |
|-----------------------|----------------------------------|---------------------|--------------------------|-------|
| Maximum Marks         | 40                               | 40                  | 20                       | 100   |
| Marks Allocated       |                                  |                     |                          |       |

Note:

Remarks (if any)

**PERFORMANCE RATING (\*\*)**

Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
- (\*) Allocation of marks should be as per enclosed instructions
- (\*\*) Performance rating shall be classified as under:

| Sl. No. | Range (Marks) | Rating    |
|---------|---------------|-----------|
| 1       | 60 & below    | POOR      |
| 2       | 61-75         | FAIR      |
| 3       | 76-90         | GOOD      |
| 4       | More than 90  | VERY GOOD |

Signature of  
Authorised Signatory:

Name:

Designation:

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



### Instructions for allocation of marks

1. Marks are to be allocated as under:

#### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

| Delivery Period/<br>Completion Schedule | Delay in Weeks     | Marks |
|-----------------------------------------|--------------------|-------|
| a) Upto 3 months                        | Before CDD         | 40    |
|                                         | Delay upto 4 weeks | 35    |
|                                         | " 8 weeks          | 30    |
|                                         | " 10 weeks         | 25    |
|                                         | " 12 weeks         | 20    |
|                                         | " 16 weeks         | 15    |
|                                         | More than 16 weeks | 0     |
| b) Above 3 months                       | Before CDD         | 40    |
|                                         | Delay upto 4 weeks | 35    |
|                                         | " 8 weeks          | 30    |
|                                         | " 10 weeks         | 25    |
|                                         | " 16 weeks         | 20    |
|                                         | " 20 weeks         | 15    |
|                                         | " 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 and safety of the system | Failure of severe nature<br>- Moderate nature<br>- low severe nature                                          | 0 marks<br>5 marks<br>10-25 marks |
| iii) Number of deviations                                                     | 1. No deviation<br>2. No. of deviations $\leq 2$<br>3. No. of deviations $> 2$                                | 5 marks<br>2 marks<br>0 marks     |

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



**1.3 RELIABILITY PERFORMANCE**

**20 Marks**

|           |                                                                                                                                 |         |
|-----------|---------------------------------------------------------------------------------------------------------------------------------|---------|
| <b>A.</b> | <b>FOR WORKS/CONTRACTS</b>                                                                                                      |         |
| i)        | Submission of order acceptance, agreement, PBG, Drawings and other documents within time                                        | 4 marks |
| ii)       | Mobilization of resources as per Contract and in time                                                                           | 4 marks |
| iii)      | Liquidation of Check-list points                                                                                                | 4 marks |
| iv)       | Compliance to statutory and HS&E requirements<br>or<br>Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs | 4 marks |
| v)        | Timely submission of estimates and other documents for Extra, Substituted & AHR items                                           | 4 marks |
| <b>B.</b> | <b>FOR SUPPLIES</b>                                                                                                             |         |
| i)        | Submission of order acceptance, PBG, Drawings and other documents within time                                                   | 5 marks |
| ii)       | Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto 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 |



**ANNEXURE-IV**

**BIDDING DATA SHEET (BDS)**

**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

| A. GENERAL             |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                          |                |                          |
|------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------|----------------|--------------------------|
| ITB clause             | Description                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |                          |                |                          |
| 1.2                    | The Invitation for Bids/ Tender no is :<br><b>TENDER NO.: BCPL/C&amp;P/ LE16W220AD /90000302</b>                                                                                                                                                                                                                                                                                                                                                 |            |                          |                |                          |
| 1.1                    | The Employer/Owner is: <b>M/s Brahmputra Cracker &amp; Polymer Limited</b>                                                                                                                                                                                                                                                                                                                                                                       |            |                          |                |                          |
| 2.1                    | Name of the Contract: <b>"HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".</b>                                                                                                                                                                                                                                                                                                 |            |                          |                |                          |
| 3                      | BIDS FROM CONSORTIUM/ JOINT VENTURE<br><table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table>                                                                                                                                                                                                                                                  | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE             | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                         |            |                          |                |                          |
| NOT APPLICABLE         | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                         |            |                          |                |                          |
| B. BIDDING DOCUMENT    |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                          |                |                          |
| ITB clause             | Description                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |                          |                |                          |
| 8.1                    | For <b><u>clarification purposes</u></b> only, the communication address is:<br>Attention:<br>SH. A J DUTTA, DY. MANAGER (C&P)<br>Street Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: <a href="mailto:ajdutta@bcplindia.co.in">ajdutta@bcplindia.co.in</a> |            |                          |                |                          |
| C. PREPARATION OF BIDS |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |                          |                |                          |
| ITB clause             | Description                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |                          |                |                          |
| 11.1.1 (u)             | The Bidder shall submit with its Techno-commercial/ Un-priced bid                                                                                                                                                                                                                                                                                                                                                                                |            |                          |                |                          |

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                          | the following additional documents (SCC Refers):<br><br><br>                                                                                                                                                                                                                                                                                                                                                                                       |
| 12                                       | Additional Provision for Schedule of Rate/ Bid Price are as under:<br><br><br>                                                                                                                                                                                                                                                                                                                                                                     |
| 14                                       | The currency of the Bid shall be INR                                                                                                                                                                                                                                                                                                                                                                                                               |
| 15                                       | The bid validity period shall be <b>three months</b> from final 'Bid Due Date'.                                                                                                                                                                                                                                                                                                                                                                    |
| <b>D. SUBMISSION AND OPENING OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>ITB clause</b>                        | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 18                                       | In addition to the original of the Bid, the number of copies required is one.                                                                                                                                                                                                                                                                                                                                                                      |
| 22                                       | The Tender No. of this bidding process is: <b>BCPL/C&amp;P/ LE16W220AD /90000302</b>                                                                                                                                                                                                                                                                                                                                                               |
| 22.3                                     | For <b><u>bid submission purposes</u></b> only, the Owner's address is :<br>Attention:<br>SH. A J DUTTA, DY. MANAGER (C&P) /<br><br>Street Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: <a href="mailto:ajdutta@bcplindia.co.in">ajdutta@bcplindia.co.in</a> |
| 26                                       | <b>The bid opening shall take place at:</b><br>Street Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India                                                                                                                                                                                                                                                                                                            |

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



|  |                                                                                                                                                                                                                                                                             |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: <a href="mailto:ajdutta@bcplindia.co.in">ajdutta@bcplindia.co.in</a><br><b>Date: 03.02.2017</b><br><b>Time: 15:00 Hrs.</b> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

#### E. EVALUATION, AND COMPARISON OF BIDS

| ITB clause     | Description                                                                                                                                                                                                |            |                                        |                |                                         |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------------------------|----------------|-----------------------------------------|
| 32             | Evaluation Methodology is mentioned in Annexure-II.                                                                                                                                                        |            |                                        |                |                                         |
| 33             | Compensation for Extended Stay: <table><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/> NO</td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/> YES</td></tr></table> | APPLICABLE | <input checked="" type="checkbox"/> NO | NOT APPLICABLE | <input checked="" type="checkbox"/> YES |
| APPLICABLE     | <input checked="" type="checkbox"/> NO                                                                                                                                                                     |            |                                        |                |                                         |
| NOT APPLICABLE | <input checked="" type="checkbox"/> YES                                                                                                                                                                    |            |                                        |                |                                         |

#### F. AWARD OF CONTRACT

| ITB clause     | Description                                                                                                                                                                                                                                                                                                  |            |                                         |                |                                        |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------------------|----------------|----------------------------------------|
| 37             | State of which stamp paper is required for Contract Agreement: [Not applicable in this tender]<br><b>State: Assam</b>                                                                                                                                                                                        |            |                                         |                |                                        |
| 38             | Contract Performance Security/ Security Deposit <table><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/> YES</td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/> NO</td></tr></table><br>If applicable: 7.5% of <b>Total Contract value</b> (excluding taxes & duties). | APPLICABLE | <input checked="" type="checkbox"/> YES | NOT APPLICABLE | <input checked="" type="checkbox"/> NO |
| APPLICABLE     | <input checked="" type="checkbox"/> YES                                                                                                                                                                                                                                                                      |            |                                         |                |                                        |
| NOT APPLICABLE | <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                       |            |                                         |                |                                        |

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |            |                              |                |                              |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------|----------------|------------------------------|
| 40                        | <p>Public Procurement Policy for MSEs :</p> <table border="1" data-bbox="424 327 1086 488"><tr><td data-bbox="424 327 762 405">APPLICABLE</td><td data-bbox="762 327 1086 405"><input type="checkbox"/> YES</td></tr><tr><td data-bbox="424 405 762 488">NOT APPLICABLE</td><td data-bbox="762 405 1086 488"><input type="checkbox"/> NO</td></tr></table> <p>Whether tendered item is non-split able or not-divisible :<br/><b>(Non-split able)</b></p> | APPLICABLE | <input type="checkbox"/> YES | NOT APPLICABLE | <input type="checkbox"/> NO  |
| APPLICABLE                | <input type="checkbox"/> YES                                                                                                                                                                                                                                                                                                                                                                                                                             |            |                              |                |                              |
| NOT APPLICABLE            | <input type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                              |                |                              |
| 41                        | <p>Provision of AHR Item :</p> <table border="1" data-bbox="424 723 1086 884"><tr><td data-bbox="424 723 762 801">APPLICABLE</td><td data-bbox="762 723 1086 801"><input type="checkbox"/> YES</td></tr><tr><td data-bbox="424 801 762 884">NOT APPLICABLE</td><td data-bbox="762 801 1086 884"><input type="checkbox"/> NO</td></tr></table>                                                                                                            | APPLICABLE | <input type="checkbox"/> YES | NOT APPLICABLE | <input type="checkbox"/> NO  |
| APPLICABLE                | <input type="checkbox"/> YES                                                                                                                                                                                                                                                                                                                                                                                                                             |            |                              |                |                              |
| NOT APPLICABLE            | <input type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                              |                |                              |
| Clause no.<br>27.3 of GCC | <p>Bonus for Early Completion:</p> <table border="1" data-bbox="424 1003 1086 1164"><tr><td data-bbox="424 1003 762 1081">APPLICABLE</td><td data-bbox="762 1003 1086 1081"><input type="checkbox"/> NO</td></tr><tr><td data-bbox="424 1081 762 1164">NOT APPLICABLE</td><td data-bbox="762 1081 1086 1164"><input type="checkbox"/> YES</td></tr></table>                                                                                              | APPLICABLE | <input type="checkbox"/> NO  | NOT APPLICABLE | <input type="checkbox"/> YES |
| APPLICABLE                | <input type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                              |                |                              |
| NOT APPLICABLE            | <input type="checkbox"/> YES                                                                                                                                                                                                                                                                                                                                                                                                                             |            |                              |                |                              |



# **FORMS & FORMAT**

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



### **LIST OF FORMS & FORMAT**

| <b>Form No.</b> | <b>Description</b>                                                                  |
|-----------------|-------------------------------------------------------------------------------------|
| F-1             | BIDDER'S GENERAL INFORMATION                                                        |
| F-2             | BID FORM                                                                            |
| F-3             | LIST OF ENCLOSURES                                                                  |
| F-4             | PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"                     |
| F-4 A           | LC FORMAT FOR EMD                                                                   |
| F-5             | LETTER OF AUTHORITY                                                                 |
| F-6             | NO DEVIATION CONFIRMATION                                                           |
| F-7             | DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.      |
| F-8             | CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA                                    |
| F-9             | PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" |
| F-10            | AGREED TERMS & CONDITIONS                                                           |
| F-11            | ACKNOWLEDGEMENT CUM CONSENT LETTER                                                  |
| F-12            | UNDERTAKING ON LETTERHEAD                                                           |
| F-13            | BIDDER'S EXPERIENCE                                                                 |
| F-14            | CHECK LIST                                                                          |
| F-15            | FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE          |
| F-16            | FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER  |
| F-17            | BIDDER'S QUERIES FOR PRE BID MEETING                                                |
| F-18            | E-BANKING FORMAT                                                                    |
| F-19            | MSE FORMAT WITH CA CERTIFICATTION                                                   |
| F-20            | INDEMNITY BOND FORMAT                                                               |
| F-21            | FORM-32 UNDER ASSAM VAT ACT                                                         |

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



**F-1**

**BIDDER'S GENERAL INFORMATION**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

|   |                                                                                                                                                                                                            |                                                                                                                              |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 1 | Bidder Name<br>(With Contact Person Name & Details)                                                                                                                                                        |                                                                                                                              |
| 2 | Status of Firm                                                                                                                                                                                             | Proprietorship Firm/Partnership firm/<br>Limited/Others<br>If Others Specify: _____<br>[Enclose certificate of Registration] |
| 3 | Name of<br>Proprietor/Partners/Directors of the<br>firm/company                                                                                                                                            |                                                                                                                              |
| 4 | Number of YEARS. in Operation                                                                                                                                                                              |                                                                                                                              |
| 5 | Address of Registered Office:<br>*In case of Partnership firm,<br>enclose letter mentioning current<br>address of the firm and the full<br>names and current addresses of all<br>the partners of the firm. | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                     |
| 6 | Operation Address<br>(if different from above)                                                                                                                                                             | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                     |

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



|    |                                                                              |                                                                                                                                                                                                             |
|----|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8  | Telephone Number<br>[Mobile & Landline]                                      | _____<br>(Country Code) (Area Code)<br>(Telephone No.)                                                                                                                                                      |
| 9  | E-mail address                                                               |                                                                                                                                                                                                             |
| 10 | Website                                                                      |                                                                                                                                                                                                             |
| 11 | Fax Number:                                                                  | _____<br>(Country Code) (Area Code)<br>(Telephone No.)                                                                                                                                                      |
| 12 | ISO Certification, if any                                                    | {If yes, please furnish details}                                                                                                                                                                            |
| 13 | Bid Currency                                                                 |                                                                                                                                                                                                             |
| 14 | Banker's Name                                                                |                                                                                                                                                                                                             |
| 15 | Branch                                                                       |                                                                                                                                                                                                             |
| 17 | Bank account number                                                          |                                                                                                                                                                                                             |
| 18 | PAN No.                                                                      | [Enclose copy of PAN Card]                                                                                                                                                                                  |
| 19 | We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act | Yes / No<br><i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i> |
| 20 | Whether Micro/Small Enterprise                                               | (Bidder to submit documents as specified ITB)                                                                                                                                                               |
| 21 | Type of Entity                                                               | Corporate/ Non-Corporate (As per Service tax Act).<br>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).                                                                  |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR"**



**BID FORM**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of “\_\_\_\_\_ including "Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. \_\_\_\_\_.

We confirm that this Bid is valid for a period of "three [03] months" from the date of opening of "Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" as specified in Section-II of tender document.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding 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.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

[Signature of Witness]

Name of Witness:

Address:

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



**LIST OF ENCLOSURES**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

**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. Document showing annual turnover for the last three YEARS. such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-16
3. Document showing Financial Situation Information as sought in enclosed format F-16
4. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
5. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
6. EMD / Bid Bond
7. Power of Attorney

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



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

Ref.:-----

Bank Guarantee No.:-----

Date-----

**To**

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per \_\_\_\_\_

Power of Attorney No.

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

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR  
INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A  
PERIOD OF 01 (ONE) YEAR”**



**INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY  
"BANK GUARANTEE"**

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank. In case of foreign Bank, the said Bank's Guarantee to be issued by its correspondent Bank in India on requisite non-judicial stamp paper
2. The expiry date should be arrived at in accordance with "ITB: Clause-15.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Earnest Money Bond has been issued.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs.1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence.

.....



**F-4A**  
**PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST  
MONEY / BID SECURITY"**

To,  
M/s. Brahmaputra Cracker and Polymer Limited

SUB : Bank Guarantee

TENDER NO:

**Irrevocable and confirmed Letter of Credit No. ....**

Amount: Rs. ....

**Validity of this Irrevocable: .... (in India)**

Letter of Credit (2 months beyond validity of Offer)

**Dear Sir,**

1. You are here by authorized to draw on ..... (Name of Applicant with full address) for a sum not exceeding ..... available by your demand letter (draft) on them at sight drawn for Rs. .... accompanied by a certificate by BCPL , with the Tender No. Duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
  - (i) The Bidder withdraws its Bid during the period of Bid Validity or any extension thereof duly agrees by the Bidder.
  - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to BCPL during the period of bid validity or any extension thereof duly agreed by the bidder.
  - (iii) The Bidder, having been notified of the acceptance of its Bids,
    - (a) Fails or refuses to execute the Supply Order/Contract
    - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
    - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender No .....for ..... (Item)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under: .....
6. All foreign as well as Indian bank charges will be on the account of M/s.  
..... (Applicant)  
FOR .....

**Authorized Signature**  
(Original Bank)

**Counter Signature**

---

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR  
INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A  
PERIOD OF 01 (ONE) YEAR”**



**LETTER OF AUTHORITY**

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

**Dear Sir,**

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "**Letter of Authority**" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the '**Power of Attorney**' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BCPL.

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



**"NO DEVIATION" CONFIRMATION**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

**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 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR"**



**F-7**

**DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT  
RECEIVERSHIP**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION  
MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01  
(ONE) YEAR”.**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

**Dear Sir,**

We hereby confirm that we are not on ‘Holiday’ by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL/GAIL or the Ministry of Petroleum and Natural Gas.

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

In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by us.

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

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR  
INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A  
PERIOD OF 01 (ONE) YEAR”**



**CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

**Dear Sir,**

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for "\_\_\_\_\_", the following Certificate shall be automatically enforceable:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR"**



**F-9**

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE  
SECURITY / SECURITY DEPOSIT"**  
**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

\_\_\_\_\_

**Dear Sir(s),**

M/s. \_\_\_\_\_ having  
registered office at \_\_\_\_\_ (herein after called the “contractor/supplier”  
which expression shall wherever the context so require include its successors and assignees)  
have \_\_\_\_\_ been \_\_\_\_\_ placed/awarded \_\_\_\_\_ the \_\_\_\_\_ job/work \_\_\_\_\_ of  
\_\_\_\_\_ vide PO/LOA/FOA/LOI No.  
\_\_\_\_\_ dated \_\_\_\_\_ for M/s Brahmaputra Cracker and  
Polymer Limited (A Government of India Enterprise) having Registered Office at Hotel  
Brahmaputra Ashok, M.G. Road;Guwahati-781001,Assam (herein after called the “BCPL”  
which expression shall wherever the context so require includes is successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs.  
\_\_\_\_\_ (Rupees \_\_\_\_\_) as full Contract  
Performance Guarantee in the form therein mentioned. The form of payment of Contract  
Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled  
commercial Bank, undertaking full responsibility to indemnify M/s Brahmaputra Cracker  
and Polymer Limited, in case of default.

The said M/s. \_\_\_\_\_ 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 to give the irrevocable & unconditional guarantee to you that if default  
shall be made by M/s. \_\_\_\_\_ in performing any of  
the terms and conditions of the tender/order/contract or in payment of any money payable  
to M/S BRAHMAPUTRA CRACKER AND POLYMER LIMITED we shall on first  
demand pay without demur, contest, protest and/ or without any recourse to the  
contractor to BCPL in such manner as BCPL may direct the said amount of Rupees

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR  
INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A  
PERIOD OF 01 (ONE) YEAR”**



- \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.
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 you under the order/contract with the said M/s.\_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s.\_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
  3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid is absolute & unequivocal and 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 or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
  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 said supplier/contractor but shall in all respects and for all purposes 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 up-to \_\_\_\_\_ (this date should be 90 days after the expiry of defect liability period/guarantee period) \_\_\_\_\_. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required \_\_\_\_\_ period \_\_\_\_\_ on \_\_\_\_\_ receiving \_\_\_\_\_ instruction \_\_\_\_\_ from \_\_\_\_\_



M/s.\_\_\_\_\_ (contractor) on whose behalf this guarantee is issued.

6. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other Guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at **Guwahati**.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor 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

**INSTRUCTIONS FOR FURNISHING**  
**"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK**  
**GUARANTEE"**

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



- correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified in Tender.
  3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
  4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

.....



**AGREED TERMS & CONDITIONS**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

---

**SUB: “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

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**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | BIDDER'S<br>CONFIRMATION |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1   | Bidder's name and address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |
| 2.  | Please confirm the currency of quoted prices is in Indian Rupees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |
| 3.  | Confirm quoted prices will remain firm and fixed till complete execution of the order.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                          |
| 4   | Rate of applicable Service Tax & Edu. Cess thereon, Swachh Bharat Cess                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | As mentioned in SOR      |
| 5.  | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document.<br>ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.                                                                                                                                                                                                                                                                                                                                                |                          |
| 6.  | Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |
| 7.  | Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. |                          |
| 8.  | Confirm compliance to Completion Schedule/Period of Contract as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.                                                                                                                                                                                                                                                                                                                                                                     |                          |
| 9.  | Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |
| 10. | a) Confirm acceptance of all terms and conditions of Bid Document (all sections).<br>b) Confirm that printed terms and conditions of bidder are not applicable.                                                                                                                                                                                                                                                                                                                                                                          |                          |
| 11. | Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.                                                                                                                                                                                                                                                                                                                                                                                                                              |                          |
| 12. | Please furnish EMD/Bid Security details :<br>a) EMD/ Bid Security No. & date<br>b) Value<br>c) Validity                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



| Sl. | DESCRIPTION                                                                                                                                                                                             | BIDDER'S<br>CONFIRMATION |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 13. | Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).                                                                                                              |                          |
| 13. | Confirm that Annual Reports for the last three financial YEARS are furnished alongwith the Un-priced Bid.                                                                                               |                          |
| 14. | Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail. |                          |
| 15. | Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.                               |                          |
| 17. | All correspondence must be in ENGLISH language only.                                                                                                                                                    |                          |
| 18  | Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.                                                                     |                          |
| 19  | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.                                                                                                                   |                          |
| 20  | Provide PAN number.                                                                                                                                                                                     |                          |
| 21  | Provide Service Tax Registration number.                                                                                                                                                                |                          |
| 22  | Provide Sales Tax (VAT / CST) Registration number.                                                                                                                                                      |                          |
| 23  | Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).                                           |                          |
| 24  | Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format clearly mentioned as quoted.                                  |                          |
| 25  | Confirmed that all terms and conditions of the tender are acceptable in totality                                                                                                                        |                          |
| 26  | Confirm that Annual Reports for the last three financial years are furnished along-with the Un-priced Bid.                                                                                              |                          |
| 27  | Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail. |                          |

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR"**



|    |            |                                                                                                                                                                                              |               |
|----|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 28 |            | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.                                                                                                        |               |
| 29 |            | Confirm towards submission of <b>FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER</b> at Format-16.                                                        |               |
| 30 |            | Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.                                                                                     |               |
| 31 |            | Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid                                                          |               |
| 32 | <b>a</b>   | MSE Clause/PPP relevant document (If applicable)                                                                                                                                             |               |
|    | <b>i</b>   | SC/ST along with proof                                                                                                                                                                       |               |
|    | <b>ii</b>  | Chartered Accountant Certificate                                                                                                                                                             |               |
|    | <b>iii</b> | Proof of nature of firm                                                                                                                                                                      |               |
|    | <b>b</b>   | Confirm that Enterprise Memorandum (EM)-II has been submitted in case of MSE covering the item/service quoted for                                                                            |               |
|    | <b>c</b>   | Bidder hereby confirms that we are registered under MSE and registered for the service covered under this tender AND any wrong declaration would be dealt by BCPL as per provision of tender | <b>YES/NO</b> |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR"**



**F-11**

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in BCPL issued the tender, by filling up the Format)

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

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

Postal Address with Pin Code : .....  
Telephone Number : .....  
Fax Number : .....  
Contact Person : .....  
E-mail Address : .....  
Mobile No. : .....  
Date : .....  
Seal/Stamp : .....

- We are unable to bid for the reason given below:  
Reasons for non-submission of bid:

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

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



**UNDERTAKING ON LETTERHEAD**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

---

**SUB: “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

Dear Sir

We hereby confirm that “The contents of this Tender Document No. \_\_\_\_\_ 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 M/s.....(Name of the bidder) shall be liable for rejection”.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

---

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



**F-13**

**BIDDER'S EXPERIENCE**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

| Sl. No | Descripti on of the Services | LOA /WO No. and date | Full Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase) | Postal & phone nos. of Client. | Value of Contract/ Order (Specify Currency Amount) | Date of Commence ment of Services | Scheduled Completion Time (Months) | Date of Actual Completi on | Reasons for delay in execution, if any |
|--------|------------------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------------|-----------------------------------|------------------------------------|----------------------------|----------------------------------------|
| (1)    | (2)                          | (3)                  | (5)                                                                                                                               | (6)                            | (7)                                                | (8)                               | (9)                                | (10)                       |                                        |
|        |                              |                      |                                                                                                                                   |                                |                                                    |                                   |                                    |                            |                                        |
|        |                              |                      |                                                                                                                                   |                                |                                                    |                                   |                                    |                            |                                        |
|        |                              |                      |                                                                                                                                   |                                |                                                    |                                   |                                    |                            |                                        |
|        |                              |                      |                                                                                                                                   |                                |                                                    |                                   |                                    |                            |                                        |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR"**



**CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (✓) against following points:

| S. No. | DESCRIPTION                                                                                                                                                          | CHECK BOX | REFERENCE PAGE NO. OF THE BID SUBMITTED |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------|
| 1.0    | Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)                                      |           |                                         |
| 2.0    | Confirm that the following details have been submitted in the Un-priced part of the bid                                                                              |           |                                         |
| i      | Covering Letter, Letter of Submission                                                                                                                                |           |                                         |
| ii     | Signed and stamped original copy of bidding document along with drawings and addendum (if any)                                                                       |           |                                         |
| iii    | Power of Attorney in the name of person signing the bid.                                                                                                             |           |                                         |
| iv     | Copies of documents defining constitution or legal status, place of registration and principal place of business of the company                                      |           |                                         |
| v      | Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.                                             |           |                                         |
| vi     | Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below) |           |                                         |
| vii    | Confirm submission of document alongwith techno-commercial bid as per bid requirement.                                                                               |           |                                         |
| 3.0    | Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)                                                         |           |                                         |
| 4.0    | Confirm that the price part as per Price Schedule                                                                                                                    |           |                                         |

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



|     |                                                                                                                                                                                         |  |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|     | format submitted with Bidding Document                                                                                                                                                  |  |  |
| 7.0 | Confirm that annual reports for last three financial YEARS.& duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable). |  |  |

## DOCUMENTS & CERTIFICATION CHECKLIST

| S NO | DESCRIPTION                                                                              | CHECK LIST                                                                                                                                                                                                                                                                                                                                                                                                                                                     | YES/NA | NO |
|------|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|
| 1.   | EMD Value                                                                                | Rs 3,36,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                 |        |    |
| A    | DD                                                                                       | DD No. _____ dated For Rs. _____                                                                                                                                                                                                                                                                                                                                                                                                                               | YES/NA | NO |
| B    | BG                                                                                       | BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90DAYS                                                                                                                                                                                                                                                                                                                                                                                           | YES/NA | NO |
| C    | NSIC/DIC CERTIFICATE/UDYOG ADHAR                                                         | <b>Duly certified by the Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder's company/firm) <b>AND Notary Public</b> with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB                                                                                                                                                                                                                                | YES/NA | NO |
| 2.   | BID VALIDITY UPTO THREE MONTHS                                                           | ACCEPTED                                                                                                                                                                                                                                                                                                                                                                                                                                                       | YES    | NO |
| 3.   | Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1) | <i>Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order &amp; date, actual date of contract started &amp; completed and actual executed quantity of work order, etc along with the un-priced bid.</i> | YES    | NO |
| A    | ORDER COPY                                                                               | Duly CERTIFIED by <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public</u> with LEGIBLE stamp                                                                                                                                                                                                                                                                                                                                       | YES    | NO |
| B    | ORDER COPY                                                                               | Duly NOTARISED by <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public</u> with legible stamp                                                                                                                                                                                                                                                                                                                                       | YES    | NO |
| C    | COMPLETION/EXECUTION CERTIFICATE                                                         | Has been issued by the End User / Owner / Authorized Consultant of Owner.                                                                                                                                                                                                                                                                                                                                                                                      | YES    | NO |
| D    | COMPLETION/EXECUTION CERTIFICATE                                                         | Duly CERTIFIED by <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public</u> with LEGIBLE stamp                                                                                                                                                                                                                                                                                                                                       | YES    | NO |
| E    | COMPLETION/EXECUTION CERTIFICATE                                                         | Duly NOTARISED by <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public</u> with legible stamp                                                                                                                                                                                                                                                                                                                                       | YES    | NO |

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR"**

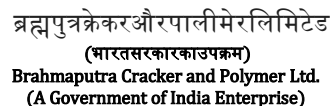


|                                                                                                                                                                                                           |                                                                                       | <b>Public</b> with legible stamp                                     |     |    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------|-----|----|
| 6.                                                                                                                                                                                                        | Tender Document signed & stamped                                                      | Signed & stamped all pages ALONGWITH UNPRICED BID.                   | YES | NO |
| 7.                                                                                                                                                                                                        | SOR (BLANK without price) MENTIONING WORD “QUOTED/NOT QUOTED”IN EACH ITEM RATE COLUMN | Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID. | YES | NO |
| 8.                                                                                                                                                                                                        | FORM 1 TO 20 ATTACHED TO TENDER                                                       | FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL                | YES | NO |
| <b>Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.</b> |                                                                                       |                                                                      |     |    |

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

Bidder is requested to fill this check list and ensure that all detail/ documents have been submitted including this Checklist duly filled in, signed & stamped alongwith the “Un-priced bid (Part-I)”.  
**Non submission of any document/ submission without proper attestation may lead to rejection of the Bid.**

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



**[PLEASE READ, SECTION –II, CLAUSE NO. 1.1 OF BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]**

**1. All documents [to be submitted] are required to be Certified/Attested by as per BEC with legible stamp.**  
**2. If the bidder is submitting only one order & its completion/execution Certificate (as applicable), then sl no. A to be filled in.**  
**3. Likewise, If the bidder is submitting more number of orders and their completion/execution Certificates (as applicable), then sl no. A, B , C, D etc shall be applicable. [In below table, upto sl no. 'D' is mentioned. Bidder to increase rows if intend to submit more documents]**

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



| B  | 2 <sup>nd</sup> Order/<br>LOI/Contract | Description                                                                                                                                                                                                                                                             | Details [to be mentioned by the bidder] |
|----|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| B1 |                                        | Name of Order issuing<br>Agency/Client/Owner/Company                                                                                                                                                                                                                    |                                         |
| B2 |                                        | Order No. & Date                                                                                                                                                                                                                                                        |                                         |
| B3 |                                        | Brief Details/Name (Nature) of Supply                                                                                                                                                                                                                                   |                                         |
| B4 |                                        | Contract/Order Value (in Rs.)                                                                                                                                                                                                                                           |                                         |
| B5 |                                        | Period of Contract/ Order                                                                                                                                                                                                                                               |                                         |
| B6 |                                        | Completion /Execution Certificate (as applicable) to contain the following:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Period of Contract/ Order<br>iv. Actual Date of Completion/Execution<br>v. Executed value<br>vi. Executed Qty, etc | <br><br><br><br><br><br>                |
| C  | 3 <sup>rd</sup> Order/<br>LOI/Contract | Description                                                                                                                                                                                                                                                             | Details [to be mentioned by the bidder] |
| C1 |                                        | Name of Order issuing<br>Agency/Client/Owner/Company                                                                                                                                                                                                                    |                                         |
| C2 |                                        | Order No. & Date                                                                                                                                                                                                                                                        |                                         |
| C3 |                                        | Brief Details/Name (Nature) of Supply                                                                                                                                                                                                                                   |                                         |
| C4 |                                        | Contract/Order Value(in Rs.)                                                                                                                                                                                                                                            |                                         |
| C5 |                                        | Period of Contract/ Order                                                                                                                                                                                                                                               |                                         |
| C6 |                                        | Completion /Execution Certificate (as applicable) to contain the following:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Period of Contract/ Order<br>iv. Actual Date of Completion/Execution<br>v. Executed value<br>vi. Executed Qty, etc | <br><br><br><br><br><br>                |

**TENDER NO: BCPL/C & P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



| D  | 4 <sup>th</sup> Order/<br>LOI/Contract | Description                                                                                                                                                                                                                                                                                                   | Details [to be mentioned by the bidder]   |
|----|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| D1 |                                        | Name of Order issuing<br>Agency/Client/Owner/Company                                                                                                                                                                                                                                                          |                                           |
| D2 |                                        | Order No. & Date                                                                                                                                                                                                                                                                                              |                                           |
| D3 |                                        | Brief Details/Name (Nature) of Supply                                                                                                                                                                                                                                                                         |                                           |
| D4 |                                        | Contract/Order Value                                                                                                                                                                                                                                                                                          |                                           |
| D5 |                                        | Period of Contract/ Order                                                                                                                                                                                                                                                                                     |                                           |
| D6 |                                        | Completion /Execution Certificate (as<br>applicable) to contain the following:<br>i. Date of issue<br>ii. Brief Details/Name (Nature)<br>of Supply<br>iii. Contract/Order Value<br>iv. Period of Contract/ Order<br>v. Actual Date of<br>Completion/Execution<br>vi. Executed value<br>vii. Executed Qty, etc | <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> |

**TENDER NO: BCPL/C & P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR  
INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”**



F-15

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

(To be provided on Bank's letter head)

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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Dear Sir,

This is to certify that M/s ..... (name of the bidder with address) (hereinafter referred to as Customer) is an existing customer of our Bank.

The Customer has informed that they wish to bid for BCPL's RFQ/Tender no. .... dated ..... for ..... (Name of the supply/work/services/consultancy) and as per the terms of the said RFQ/Tender they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s ..... (name of the Bank with address) confirms availability of line of credit to M/s ..... (name of the bidder) for at least an amount of Rs. \_\_\_\_\_ (Total Working Capital Amount) to meet the inadequacy in Working Capital.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".



**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

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

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

| Year    | Amount (Currency) |
|---------|-------------------|
| Year 1: |                   |
| Year 2: |                   |
| Year 3: |                   |

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :**

| Description                                                      | Year ____         |
|------------------------------------------------------------------|-------------------|
|                                                                  | Amount (Currency) |
| 1. Current Assets                                                |                   |
| 2. Current Liabilities                                           |                   |
| 3. Working Capital (Current Assets-Current liabilities)          |                   |
| 4. Net Worth (Paid up share capital and Free Reserves & Surplus) |                   |

Name of Audit Firm:  
Chartered Accountant  
Date:

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

Membership No

**Instructions:**

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

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".**



**BIDDER'S QUERIES FOR PRE BID MEETING**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

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

**NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.**

**SIGNATURE OF BIDDER:** \_\_\_\_\_  
**NAME OF BIDDER :** \_\_\_\_\_

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".**



**E-Banking Mandate Form**

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
  - a) Name of Bank
  - b) Name of branch
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (current/saving etc.)
  - g) Account Number:
  - h) RTGS IFSC code of the bank branch
  - i) NEFT IFSC code of the bank branch
  - j) 9 digit MICR code

I/We hereby authorize Brahmaputra Cracker and Polymer Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the Brahmaputra Cracker and Polymer Limited responsible.

(Signature of vendor/customer)

**Encl.: Cancelled Cheque.**

**BANK CERTIFICATE**

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**



**(For PPP CLAUSE APPLICABILITY AS PER CLAUSE 40 OF ITB)**

**CA CERTIFICATE FORMAT FOR MSE (F-19)**

**TO WHOMSOEVER IT MAY CONCERN**

This is to Certify that M/s. \_\_\_\_\_ (Company Name) having its registered office at \_\_\_\_\_ (Address) is registered under MSMED Act 2006. Entrepreneur Memorandum No. (Part-II) \_\_\_\_\_ dated \_\_\_\_\_, Category: \_\_\_\_\_ (whether Micro or Small).

Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery -Rs. \_\_\_\_\_ (Lakhs) .

The above Investment of Rs. \_\_\_\_\_ Lacs is within permissible limit of Rs. \_\_\_\_\_ Lacs for \_\_\_\_\_ (Micro or Small) Category under MSMED Act, 2006. Also, M/s. \_\_\_\_\_ (Company name) have not exceeded the monetary limit criteria mentioned in the NSIC certificate.

The above format shall be printed on CA's letter head, filled, signed and stamped by the a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm).



**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY  
EMPLOYER**

*(To be executed on non-judicial stamped paper of appropriate value)*

WHEREAS Brahma Putra Cracker & Polymer Ltd. (hereinafter referred to as BCPL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Hotel Brahma Putra Ashok, M. G. Road, Guwahati - 781001 has entered into a CONTRACT with \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for \_\_\_\_\_ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS i) BCPL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by BCPL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.

ii) As a pre-condition to the supply of the said materials by BCPL to the CONTRACTOR, BCPL has required the CONTRACTOR to furnish to BCPL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated. NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BCPL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to BCPL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to BCPL forthwith on demand in writing without protest or demur the value as specified by BCPL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with BCPL'S costs and expenses (inclusive of but not limited to handling, transportation,

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PERIOD OF 01 (ONE) YEAR".**



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड  
(भारतसरकारकाउपक्रम)  
Brahmaputra Cracker and Polymer Ltd.  
(A Government of India Enterprise)

cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only). AND THE CONTRACTOR hereby agrees with BCPL that: i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of BCPL arising hereunder upto and until the midnight of \_\_\_\_\_. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.

ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to BCPL in terms of hereof.

iii) The mere statement of allegation made by or on behalf of BCPL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of BCPL to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by BCPL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by BCPL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to BCPL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same. The undersigned has full power to execute this Indemnity Bond on behalf of the

CONTRACTOR under the Power of Attorney dated .....  
(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**



**THE ASSAM VALUE ADDED TAX RULES, 2005**  
**FORM-32 [See Rule 28(3)]**  
**FORM OF PARTICULARS TO BE SUBMITTED BY THE CONTRACTEE**

To,  
THE ASSISTANT COMMISSIONER OF TAXES  
DIBRUGARH

Sir,  
Whereas I/We Brahmaputra Cracker and Polymer Limited, Lepetkata, Dibrugarh, Assam (Name and address) have entered into contract, with \_\_\_\_\_ (Name of the contractor).

And whereas, I/We furnish hereunder the following particulars relating to the said contract:-

1. Full name and address & Taxpayer Identification No. of the contractor  
(in block letters) \_\_\_\_\_
2. Date of the contract: \_\_\_\_\_.(LOA No. \_\_\_\_\_)
3. Total and break up value of the contract: Total Contract Value Rs. \_\_\_\_\_  
(Break-up not mentioned in the contract)
- 4..Place where the contract is to be executed : \_\_\_\_\_
5. Date by which the contract is under taken to be to be completed: \_\_\_\_\_
6. Brief description of the works to be carried out : \_\_\_\_\_  
\_\_\_\_\_
7. Details of the goods to be supplied by the contractee as free issue and the value thereof: \_\_\_\_\_

I/We declare that as stated above, I/We M/s. Brahmaputra Cracker and Polymer Limited, Lepetkata (Assam) have entered in a works contract involving transfer of property in goods (whether as goods or is some other form).

I/We further declare that to the best of my/our knowledge and belief, the information furnished above is correct, complete and is truly stated and nothing has been concealed.

Place : DIBRUGARH  
Date : \_\_\_\_\_

(Signature with seal of the contractee)



## SECTION-IV

### GENERAL CONDITIONS OF CONTRACT [GCC]

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**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

I/we have read the following Conditions of Contract which is available in the BCPL website.

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

**1. General Conditions of Contract.**

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

Thanking you,

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

Name:

Designation:

Company Seal:



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(भारतसरकारउपक्रम)  
Brahmaputra Cracker and Polymer Ltd.  
(A Government of India Enterprise)

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## SECTION – V

### SPECIAL CONDITIONS OF CONTRACT [SCC]

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**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**



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**SECTION-V**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**JOB: CONTRACT FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".**

**1.0 INTRODUCTION**

Brahmaputra Cracker and Polymer Limited is situated at Lepetkata, Dibrugarh, Assam and the nearest railway station is at Dibrugarh. The plant has a capacity to produce 2.8 MMTPA of LLDPE/HDPE/Polypropylene (PP) from Naphtha and Natural Gas / C2+ Liquid which shall be transported through pipelines from Railway Siding Terminal near BCPL, Lepetkata and C2+ Recovery Plant at Lakwa, Sivasagar/GDU at Duliajan. The BCPL Plant is a joint venture enterprise with participation of GAIL India Ltd, OIL India Ltd, Numaligarh Refineries Limited and Govt. of Assam. The plant is divided in three major Units i.e., Upstream (Gas Sweetening and C2 + Recovery Unit and Ethylene Cracker Unit), Downstream (Low Linear Density Polyethylene Unit & High Density Polyethylene Unit and Polypropylene Unit), CPP and Integrated Off-site Plants & Storage Units.

**2.0 GENERAL**

- a) The Special Conditions 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 whatsoever context so requires.
- b) Notwithstanding the sub-division of the document into these separate sections and volumes, every part of the document shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- c) Where any portion of the General Condition Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- d) Wherever it is mentioned in the specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- e) The intending Bidder shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.

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**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**



- f) The work executed shall be to the satisfaction of Engineer In-Charge/ OWNER and contract rates shall include any Incidental and Contingent works charges so as to complete the work in all respect in prompt, efficient and workman like manner.
- g) The quoted rates shall be firm and valid till the complete execution of the order.
- h) All workmen engaged for the contract shall have adequate industrial experience years in relevant field.

### 3.0 **DEFINITIONS**

- a) The expression “Vendor / Contractor / Bidder” shall mean the Agency selected by the employer for the execution of the subject work and shall include the legal heirs, successors and permitted assignees of the said Agency.
- b) The “Engineer-in-Charge” shall mean the personnel of M/s BCPL, who is deputed as In-charge for this Contract and shall include any person acting as in-charge on his behalf.
- c) The “Authorized Representative” shall mean any personnel of M/s BCPL, authorized to administer the said contract as per laid down terms and conditions.

### 4.0 **SITE LOCATION**

#### **LEPETKATA:**

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

### 5.0 **PERIOD OF CONTRACT**

The initial period of the contract shall be One year i.e. 12 months from the date of issuing the LOI/LOA which is further extendable to another 03 Months based upon the performance of the contractor (if required) on same rates, terms and conditions at sole discretion of BCPL. The payment for the same will be done on pro rata basis on production of RA bills.

### 6.0 **PRE BID**

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

### 7. **EVALUATION OF BIDS**

Bidders must quote for all the items of schedule of Rates, failing which bid shall be liable for rejection. For the purpose of evaluation of bid, total amount of SOR items based on the estimated quantity of one year (as indicated in SOR) shall be considered. Any deviation from the terms and conditions in the tender may result in the bid being summarily rejected.

### 8.0 **PRICE BASIS**

- a) The contractor, while quoting has to consider the following wage components along with statutory payments/obligation as indicated in SOR to the persons engaged by him in BCPL:

| SN | Wage component | Rates |
|----|----------------|-------|
|----|----------------|-------|



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|   |                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a | Minimum wage                                                                                                                             | As notified by Central Government or State Government from time to time (whichever is higher)                                                                                                                                                                                                                                                                                                                                                                                                   |
| b | PF Contribution including EDLI & Administrative Charges                                                                                  | 13.36% of wage (The contractor has to ensure deposit of PF contribution @ 12 % of wages irrespective of rate of wages)                                                                                                                                                                                                                                                                                                                                                                          |
| c | Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act 1923                          | 4.75% of minimum wage in case of ESI is applicable reimbursement of cost of Insurance coverage obtain under Employee's Compensation Act 1923 up to Rs.10.86 lacs per contract worker                                                                                                                                                                                                                                                                                                            |
| d | Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015                                                                         | 8.33% of wage (The same may be paid to the contract workers during festival time by the contractor).                                                                                                                                                                                                                                                                                                                                                                                            |
| e | Death gratuity                                                                                                                           | 4.81 % of minimum wage may be provisioned in contract value for gratuity and the same may be payable only in cases of death or permanent disablement during the currency of the contract as per the provisions of payment of gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of the deceased contract employee. Nomination forms be kept on record and should be considered for extending benefit. |
| f | Leave wages as per factory Act/Rule or Shops & Establishment Act of respective states (8CL, 3NH, 4Festival Holidays and 15 Earned leave) | 8.33% of Minimum Wage may be made in the contract value and compliance to be done in terms of the Statutory Provisions and the same to be reflected in attendance register and leave Record by the contractor.                                                                                                                                                                                                                                                                                  |
| g | Cost of safety kit & liveries in terms of Safety Provisions under Factories Act 1948(for workers working in factories only).             | 3% of Minimum Wage.(two pairs of shirts, trousers, socks and one pair of safety shoes per year as per safety norms of BCPL)                                                                                                                                                                                                                                                                                                                                                                     |
| h | Maternity benefit to women contractor under Maternity Benefit Act 1961 where ESI Act 1948 is not applicable.                             | In case women contract worker who has worked at least 80 days, proceeds on maternity leave, she may continue to be paid wages as mentioned above for 12/16/18 weeks as the case may be in terms of Maternity Benefit Act 1961. For miscarriage women                                                                                                                                                                                                                                            |

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".**



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Brahmaputra Cracker and Polymer Ltd.  
(A Government of India Enterprise)

|  |  |                                                                                                                                                                                                                                                     |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | worker will be entitled for wages for 6 weeks. In case replacement is taken in her place, necessary provision may be made in the contract value. In case ESI Act is applicable in the area, such women worker will claim maternity bonus from ESIC. |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- b) The quoted rate shall be firm and valid for the complete duration of the Contract. No escalation what-so-ever on any account shall be payable under the contract. Therefore the Contractor while submitting the bids against the subject contract should quote accordingly, to offset any future increase in the minimum wages of the labour/for assistance services engaged during the period of the Contract. No reimbursement/refund whatsoever shall be given to the contractor on account of upward or downward revision in the minimum wages payable against different category of manpower assistance services deployed under the subject contract.
- c) In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take this liability into account while quoting. BCPL will have no responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor.
- d) The rates should be quoted in the schedule of rates as enclosed; keeping in mind the minimum wages as notified by Central Government or State Government from time to time (whichever is higher) and other statutory compliances viz. PF contribution, workmen compensation, bonus, gratuity, leave wages and other benefits to be given to workmen.
- e) While quoting the rates, the contractor has to consider deployment of manpower in shift on round the clock basis including night shift.
- f) The contractor has to consider 03 nos. of paid National Holidays per year, 04 nos. paid Festival Holidays per year, 08 nos. Casual Leave and 15 Earned leave per year per worker while quoting the rates.
- g) The Contractor shall ensure compulsory Annual Health Check-up of the individual deployed manpower.
- h) The contractor shall consider the overhead costs of the workmen, tools / tackles, welding electrodes, cutting gases and other consumables along with his profit while quoting the rates.
- i) The contractor shall ensure deposit of PF contribution @ 12 % of wages irrespective of rate of wages or as applicable from time to time.
- j) The contractor shall be solely responsible for the Payment of Minimum Wages to workmen as per Labour Law/ Central Government notification (latest) to all the workmen engaged by him.
- k) Bidders are advised in their own interest to visit office/site and ascertain the conditions and quantum of work before quoting.
- l) Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax to be charged.

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- m) The services not provided during the month against each category shall be recovered proportionately on pro-rata basis for particular category from the monthly bills of the contractor.
- n) The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in totality, in accordance with the Terms & Conditions of the Bid Documents.
- o) Bidders are advised to quote considering the scope of work and SCC of Tender document and considering disbursement of all statutory compliances. BCPL reserves the right to reject any bid quoting abnormally low rate.
- p) For Shift Assistance on round the clock basis, the Contractor is to provide 3 gangs to provide support assistance in Morning/Evening/Night shift of each gang comprising of 4 Diploma Engineers, 6 Highly Skilled & 5 Helpers. The total SOR quantity has been calculated to be 1095 (365 days X 3 shifts) i.e. each SOR quantity will comprise of 4 Diploma Engineers, 6 Highly Skilled & 5 Helpers.
- q) For General Shift Assistance, the Contractor is to provide a single gang comprising of 3 Diploma Engineers, 12 Highly Skilled & 4 Helpers. The total SOR quantity has been calculated to be 320 i.e. each SOR quantity will comprise of 3 Diploma Engineers, 12 Highly Skilled & 4 Helpers.

**8.1** The following tables are to be read in conjunction with Schedule of Rates: The contractor has to quote the rates by considering all the points as listed in Point No- 8.0 (a - q) above. It is to be noted that the SOR items have been considered on defined composition of manpower gangs. In case of absence/additional requirement of any worker from the above composition of manpower, deduction/additional payment shall be made as per awarded Unit Rate as per the following weightage against different category of manpower:

| SOR NO | SOR Description                                                                                      | Detailed Manpower Category                             | Weightage of Each Category                                                 |
|--------|------------------------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------------------------|
| 1.1    | <b>For Shift Assistance -</b><br>4 Diploma Engineers +<br>6 Highly Skilled + 5<br>Unskilled          | 4 Diploma Engineers +<br>6 Technicians + 5<br>Helpers  | Diploma Engineers = 0.105;<br>Highly Skilled = 0.064;<br>Unskilled = 0.039 |
| 1.2    | <b>For General Shift Assistance -</b><br>3 Diploma Engineers +<br>12 Highly Skilled + 4<br>Unskilled | 3 Diploma Engineers +<br>12 Technicians + 4<br>Helpers | Diploma Engineers = 0.085;<br>Highly Skilled = 0.052;<br>Unskilled = 0.031 |

## **9.0 MOBILIZATION PERIOD**

Mobilization period of TEN days (10) days shall be permissible for the start of work at BCPL Premises as per the scope of work under this contract on intimation from EIC. No mobilization

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advance shall be payable by BCPL on this account. All expenses towards mobilization and demobilization of work force shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

#### **10.0 ENGINEER-IN-CHARGE'S STATUS**

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

#### **11.0 WORKING AREAS AND HOURS**

- a) All the Plant/Unit areas and control rooms of upstream, downstream and Offsites at Lepetkata.
- b) Raw Water Intake facility, Naphtha Loading Railway Siding facility of BCPL, Lepetkata and their associated control room and unit areas.
- c) In addition to above areas, if required and instructed by EIC, contractor has to work in other areas of BCPL Plant locations, as and when required.
- d) Normal working hours will be from 8.30 A.M. to 5.00 P.M. in a day for general shift with a break of half an hour for lunch. Further, works will be carried out by contractor personnel providing assistance services on 8 hours shift basis, i.e, 3 shifts per day for round the clock services. However working hours can be changed as per requirement of work as decided by the EIC.

#### **12.0 CONTRACTOR'S SCOPE OF SERVICES**

- a) To provide shift assistance services in BCPL plant on round the clock basis as per Technical Scope of Work with deployment of a team consisting of **4 Instrumentation Diploma Engineers, 6 Instrumentation Technicians & 5 helpers** for maintenance jobs as mentioned but not limited to, in the Scope of Work. However, actual deployment of personnel will be as per requirement of BCPL.
- b) In case of absence/ additional requirement of any worker from the above composition of manpower, deduction/ additional payment shall be made from the awarded unit rate as per the following weightage against different category of manpower: Diploma Engineer: 0.105 ; Technician: 0.064 ; Helper: 0.039
- c) To provide general shift assistance services in BCPL plant as per Technical Scope of Work with deployment of a team consisting of **3 Instrumentation Diploma Engineers, 12 Instrumentation Technicians & 4 helpers** for maintenance jobs as mentioned but not limited



to, in the Scope of Work. However, actual deployment of personnel will be as per requirement of BCPL.

- d) In case of absence/ additional requirement of any worker from the above composition of manpower, deduction/ additional payment shall be made from the awarded unit rate as per the following weightage against different category of manpower: Diploma Engineer: 0.085; Technician: 0.052; Helper: 0.031.
- e) To provide assistance services includes any other work not specifically mentioned in the Technical Scope of Work but required to be done as per instruction of Engineer-in-Charge.
- f) Transportation of contract employees to the site and back shall be the responsibility of the contractor. The personnel deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of the contract.
- g) Minimum tools to be provided as per Clause 42.
- h) PPEs to be provided for each person as mentioned in Clause 21.

### **13.0 OWNER'S SCOPE OF SERVICES**

- a) Air, Water and Electricity if required shall be supplied free of cost inside the plant.
- b) All spare parts would be supplied by BCPL.
- c) Intercom telephone facility provided by BCPL can be extended to contractor at site office, if required and available.

### **14.0 JOB EXECUTION AND RECORDING METHOD**

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

### **15.0 THE GENERAL REQUIREMENTS FOR ASSISTANCE:**

The contractor shall deploy the required number of qualified and experienced personnel to discharge the contractual obligations efficiently. The manpower for assistance services deployed shall be well conversant with the industrial hazards.

#### **15.1 Experience & Qualification:**

**Assistance for Instrumentation Diploma Engineer Work:** The personnel deployed should be minimum a Diploma Engineer in Instrumentation with minimum 1 year work experience in a Fertilizer/ Petrochemical /refinery/chemical/ power/ metal / hydrocarbon/ paper industry. Job



involves attending all the Instrumentation maintenance jobs in field and control room. Keeping control room and field equipment in healthy condition. Direct and Supervise jobs being executed by technicians.

**Assistance for Instrumentation Technician Work:** The personnel deployed should be minimum ITI in Instrumentation with minimum 2 yrs work experience in a Fertilizer/ Petrochemical /refinery/Chemical/ power/ metal/hydrocarbon/ paper industry. Job involves repair, maintenance and calibration of all kind of field instruments like transmitters /control valves/ etc. Tubing, fitting, assembling/ dismantling, cutting, welding, cable tray fabrication etc. of instrument piping, control valves, fitting, fixtures etc in field/control room. Cabling, glanding, wire dressing, ferruling in Panels, control loop checking in control room and field.

**Assistance for Instrumentation Helper Work:** The personnel deployed should be at least Class 10<sup>th</sup> pass .The job shall include assistance to technician during various instrumentation jobs in field and control room. All assistance graduate and diploma engineers, technicians, helpers etc. are required to be presented in front of EIC for an interview, along with all qualification & experience documents. The personnel deployed against this contract shall not be used for any other. Contract except without specific clearance from the EIC of the contract.

The contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in unskilled category (helper) of work for which the list of such persons will be provided by the Authorized Person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.

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

#### **16.0 WORK PERMIT SYSTEM**

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

#### **17.0 QUALITY**

The workmanship shall satisfy the relevant Indian standards/recommended practices.

#### **18.0 GENERAL PRACTICE, DISCIPLINE AND CONDUCT**

- a) Contractor shall ensure that cleanliness of the site, equipment and instruments is being maintained.
- b) All assistance workmen deployed by the contractor shall wear a standard uniform with badge indicating the name of contractor.
- c) All assistance workmen, contractor shall behave properly with BCPL's employees. For any kind of misbehavior, the person shall be removed from the site immediately.
- d) Contractor shall abide by all rules and regulations of safety practiced in BCPL.

#### **19.0 CALIBRATION AND TESTNG**



- a) Calibration and testing of the instruments shall be done on BCPL's prescribed procedure and format.
- b) The Contractor shall get the contractual jobs done through his own personnel who are skilled and efficient in execution of the contract.

## **20.0 SUPERVISION OF ASSISTANCE DEPLOYED BY CONTRACTOR**

It is mandatory to depute minimum one qualified Supervisor/ Site-in-Charge at site for all working days to look after the site. The Supervisor/ Site-in-Charge should be able to manage site activities while executing job at site, guide his personnel to carry out the work with proper safety and as per the instructions of the Engineer-In-Charge. The contractor has to provide the contact details of the Supervisor/ Site-in-Charge including mobile no. to the EIC.

No extra payment shall be made for the deployment of Supervisor/ Site-in-Charge.

All the personnel engaged by the contractor shall report to the Contractor's Supervisor/ Site-in-Charge daily for allocation of job.

Supervisor/ Site-in-Charge must be capable to arrange crews in case of emergency, immediately at site.

He will have full authority and will supervise and coordinate the jobs envisaged here, safely as per Industry standard and ensure safety of work, receive instructions, correspondence letters, etc. from Engineer-In-Charge and ensure satisfactory performance of all works and services as per the scope of work of the subject contract.

The major responsibilities shall be as follows:-

- a) Reporting to EIC in General shift at 08:30 Hours on all working days.
- b) Supervision of all maintenance jobs carried out safely by contract workers under the contract in day duty as well as round the clock shifts including checking of daily logs and shift-wise logs of work done/observations noted. Reporting of any abnormalities observed to the EIC on prompt and regular basis. Taking corrective maintenance action/repair work as per requirement and under prior intimation to EIC.
- c) Maintaining Attendance Register of all employees/manpower for assistance services deployed under the contract on daily basis and submission of attendance report to the EIC on daily basis.
- d) Allocation of manpower for assistance services for the jobs identified on daily basis.
- e) Arrangement of gate passes in time for all contract workers.
- f) Arrangement of resources and follow up for issuance of material from C&P store or any other location within plant as per directions of the EIC.
- g) Submission of computerized annual wage sheet chart, attendance chart etc or any other such report as desired by EIC from time to time.
- h) Arrangement of manpower for assistance services during emergencies or for extra/contingent jobs.
- i) Any other duty for smooth operation of contract as per instructions of the EIC.

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## **21.0 SAFETY OF CONTRACTUAL DEPUTED MANPOWER FOR ASSISTANCE SERVICES**

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

All jobs are to be carried out under “Permit system” on receipt of the intimation from S/I or site engineer. The contractor has to cross check for ensuring availability of “Safety work permit” duly signed by BCPL process/safety personnel with S/I or site engineer before starting the jobs. Contractor shall intimate the concerned S/I or site engineer after completion of job. Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.

## **22.0 PAYMENT OF WAGES TO DEPUTED CONTRACT EMPLOYEES**

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

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 and meet all statutory obligation of payment as per minimum wages act irrespective of their bill clearance from BCPL. The contractor shall be directly responsible and indemnify the owner against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.

## **23.0 IDENTITY CARD/ GATE PASS FOR WORKMEN**

Contractor shall arrange to provide photo identity card /Gate Pass to all deployed personnel along with the proof of residence of the personnel by him for entry into the plant premises for



safety and identification purpose only. No extra payment shall be made on this account as the quoted rates is deemed to include the same.

#### **24.0 TERMINATION OF CONTRACT**

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

#### **25.0 OTHER GENERAL CONDITIONS OF CONTRACT**

- i) The Contractor/ Bidder shall visit the site and get himself acquainted with the Instrumentation Systems and Site and quote accordingly.
- ii) The Contractor/ bidder will not claim his/her ignorance regarding the terms and conditions of the Contract.
- iii) Contractor shall in no case lease/transfer/sublet/appoint caretaker for services and the personnel to be deployed for carrying out the contractual job.
- iv) The personnel to be deployed by the Contractor should be on rolls of the contractor/contracting firm.
- v) No other person except Contractor's authorized representative/personnel shall be allowed to enter BCPL premises. Contractor shall also not entertain any outsider or extend any service beyond BCPL / premises.
- vi) The contractor shall deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- vii) List of persons employed by Contractor for the subject work mentioning qualifications, experience and residential address shall be submitted to BCPL. In case of any change, the same shall be informed to BCPL from time to time. The Contractor must get the police verification done, of all his contract labour /manpower for assistance services deployed in BCPL premises.
- viii) BCPL reserves the right to obtain Contractor's services on holidays as well as beyond the specified working hours, as per requirement and directions of the Engineer-In-Charge.
- ix) The Contractor's personnel shall not do any private work other than their normal duties within the BCPL Premises. In case the deployed personnel / manpower for assistance services of the Contractor are absent, a replacement should be provided. The attendance and leave record of the contract personnel deployed by the contractor shall be maintained by the designated supervisor/site incharge of the Contractor whose contact details like mobile phone no, office address shall be communicated by the contractor to Engineer In-charge of the Contract. He should visit the BCPL premises on all working days to attend to the contractual obligations, interact with the personnel deployed by the Contractor and manage the workforce of contractor



- deployed in the contract e.g. the monthly attendance, leave details, Identity cards, police verification of contractor's personnel etc.
- x) Contractor shall be solely responsible for payment of wages/remuneration including allowances to his personnel that might become applicable under any new act or order of Government. BCPL shall have no liability whatsoever in this regard.
  - xi) Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his personnel/staff.
  - xii) Contractor shall be responsible for any loss that occurs to BCPL on account of execution of work due to negligence/lack of knowledge etc. Damages if any, to the structures /equipment during execution of work will be made good by the contractor without any claim and therefore should take utmost care while working.
  - xiii) The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get his employees / workers examined by a Government Doctor before deployment.
  - xiv) No personnel of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
  - xv) The contractor shall get the police verification done, of the character and antecedents of workers/manpower for assistance services to be deployed in the BCPL Premises, from the place of present residence/domicile. In case any worker is found having criminal record, he shall have to be replaced immediately without assigning any reasons.
  - xvi) The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
  - xvii) The supervision of the assistance personnel and job shall be done by the contractor/contracting firm through their authorized representative and the name shall be invariably intimated to Engineer-In-Charge at the time of commencement of contract.
  - xviii) The contractor shall be solely responsible for disciplining the assistance personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
  - xix) BCPL reserves the right for replacement of any person due to misbehavior, lack of knowledge, dereliction of duty etc. Replacement should be done by the contractor within 24 hours of intimation by BCPL.
  - xx) Contractor shall be responsible for all acts of their assistance personnel and loss and damage caused to BCPL's property or to third party in any form due to any act or negligence of his personnel shall be chargeable to their account. If any liability is thrust upon BCPL which is



- attributable to contractor staff, it will be charged to contractor's account or recovered from contractor's bill.
- xxi) The contractor shall make his own arrangement for removal of old as well as unused material from the work site to the place indicated by EIC, after completion of work.
- xxii) The contractor shall provide safety gears such as Helmets, safety shoes, safety gloves, safety belts, ear plug etc. to all his personnel deployed at his own cost. Contractor shall also provide two sets of cotton dungaree /uniform to each personnel deployed for the contract at his own cost every year as mentioned at Clause 21 of the Special Conditions of the Contract herewith. No personnel will be allowed on duty without wearing all safety gears. However special safety equipment's shall be supplied by BCPL and Contractor shall be responsible for accounting the same.
- xxiii) The entire Job shall be carried out in safe manner. Workers for job assistance engaged in unsafe work shall be removed immediately. Contractor shall comply with all applicable safety laws and he should be conversant with all statutory labour laws and regulations prevailing during the contract and ensure to comply with the same and shall keep BCPL fully indemnified against any action brought against it for any violation and non-compliance of any act etc. Contractor Firm should be registered with the Labour Commissioner Office and such details will be submitted to BCPL at contractor's own cost. Failure to comply with statutory regulations would result in quantifiable deduction from running bill and / or cancellation of contract.
- xxiv) Boarding, lodging and transportation facilities for contractor's personnel for carrying out the work at site are to be made and borne by contractor at his own cost.
- xxv) Safe custody of machine tools/spares/test instruments other gadgets issued by BCPL for carrying out maintenance jobs shall be the responsibility of the contractor.
- xxvi) The contractor shall ensure that the equipment to be attended is dismantled carefully without damaging any part/parts etc. However, if there is any such damage before dismantling of the equipment, the same is to be shown to the BCPL Engineer who is supervising the job.
- xxvii) The dismantled parts of the equipments are to be kept in a clean place covered properly and the safe keeping of the parts/equipments from damage, theft; pilferage is the responsibility of the contractor.
- xxviii) All ladders, Safety-belts are to be securely fixed to avoid slipping or falling while working at heights.
- xxix) Carrying/striking of matches, lighters or smoking or other such acts which may cause fire hazards in the plant is strictly prohibited.
- xxx) Owner reserves the right to fix up priorities which will be conveyed by Engineer-in-charge and the contractor shall plan and execute the work accordingly.
- xxxi) The Contractor has to carry out the routine annual health check up to confirm the health of deployed assistance employee.
- xxxii) For assistance work, no personnel below the age of 18 years shall be deployed by the contractor.



xxxiii) All obligations arising out 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 for assistance services and materials.

## **26.0 INCORPORATION OF CLAUSE**

BCPL can incorporate any condition, which is not envisaged here at the time of agreement which can be of sole interest/advantage to BCPL. Interpretation of terms and conditions of the document as confirmed by BCPL shall be final and binding on the contractor/agency.

## **27.0 MEASUREMENT AND BILLING**

All measurement shall be in metric system (if applicable). Contractor shall submit Running account bill on monthly basis in triplicate in hard copy and one no. in soft copy as per the schedule of rates and actual measurement in prescribed format for the period of billing.

## **28.0 TERMS OF PAYMENT**

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

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

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

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

### **29.0 PENALTY/ TERMINATION FOR NON-PERFORMANCE**

- a) If the contractor fails to mobilize the required resources within reasonable time as decided by Engineer-in-Charge, BCPL may terminate the contract and get the work done at the risk and cost of the contractor. Further, the security deposit of the contractor shall liable to be forfeited.
- b) In case of non-availability of the services by the contractor on any day, BCPL has the right to get the same done by any other agency at the risk, cost and responsibility of the contractor. Further a penalty of 15% of the category wise amount due to the contractor on a particular day will be deducted if services are not available for that particular day for each category per head. The decision of the Engineer-In-Charge shall be final and binding in this regard.
- c) In case of failure on the part of the contractor to provide PPEs as per clause 21 of SCC within 15 days from the date of commencement of work, penalty of Rs. 2000/- per worker shall be imposed on the contractor with the recommendation of EIC. The decision of the Engineer-In-Charge shall be final and binding in this regard.
- d) In case of non-availability of services due to Labour Strikes for reasons whatever may be, resulting in hampering/ affecting the site activities, penalty of upto Rs. 50,000/- per day shall be imposed on the contractor. The decision of the Engineer-In-Charge shall be final and binding in this regard.
- e) EIC at its discretion may also make recovery from contractor's bill, if the contractor neglects/fails to execute jobs/ his duties included in the Scope of Work up to the satisfaction of EIC during execution of the contract or fails to respond to a notice of neglect within a period of the time set in such notice. The amount of recovery shall be determined by BCPL in consideration of the nature and consequence of the contractor's neglect. The recovery shall be limited to a maximum of Rs 1000/-per distinct case of neglect. However, total recoveries for such cases shall be limited to maximum 5% of contract value on yearly basis.
- f) The contractor shall ensure the proper handling of the spares, special tools, facilities provided by BCPL. If any damage and breakage is found, the cost of the items plus 15% overhead shall be back charged to the contractor from his Running bills.

### **30.0 COMPLETION CERTIFICATE**

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

### **31.0 DEFENSE OF WORK**

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

**32.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION**

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

**33.0 PRICE REDUCTION SCHEDULE (PRS)**

As per GCC.

**34.0 CONTRACT PERFORMANCE SECURITIES / SECURITY DEPOSIT**

As per GCC.

**35.0 DEFECT LIABILITY PERIOD**

NIL

**36.0 CLEARANCE OF SITE**

**36.1)** 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.

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

**37.0 ACTS OF NUISANCE**

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

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

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



**38.0 FORCE MAJEURE**

As per GCC.

**39.0 COMPLIANCE/ADHERENCE TO STATUTORY/LABOUR AND LEGAL REGULATIONS**

- i) The Contractor shall have his own PF Code No. with the RPFC as required under EPF Misc. Provisions Act, 1952.
- ii) The Contractors shall periodically submit the proof of depositing PF contribution with RPFC.
- iii) The Contractor shall be responsible for obtaining the labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the Office of ALC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- iv) The Contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
- v) The Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Fund and Misc. Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, the payment of Wages Act, 1936, the Employees Compensation Act, 2010 and other relevant Acts and Rules and Regulations enforced from time to time.
- vi) 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.
- vii) The Contractor shall be solely responsible and shall indemnify 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.
- viii) The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost, loss, damages and charges, if any, brought by any Court, Competent Authority / Statutory Authorities on account of any act or acts of the contractor/contracting firm or his workers.
- ix) No contract worker/manpower/ labour for assistance services below the age of 18 years shall be deployed on work at BCPL Site.
- x) The contractor and the manpower/workers for assistance services deployed by him, have to strictly comply and adhere to the fire prevention/ protection, safety rules, regulations and policies of BCPL in force from time to time.
- xi) The Contractor is required to maintain registers and records as required under different laws.
- xii) The Contractor shall take care of the health insurance of all their employees and workmen deputed for this work.
- xiii) The contractor shall ensure to obtain a Workmen's Compensation Insurance policy covering all risks of accident at work place and injury sustained out of and in course of and out of employment in respect of personnel deployed by the contractor as per Workmen's compensation Act, 1923 and rules framed there under.
- xiv) The Contractor/contracting firm shall obtain comprehensive accident insurance policy covering all risks such as accidents, injuries and death likely to be caused to his assistance workers or to a third person including loss to the properties of Owner /BCPL or to some other agency. The

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- premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
- xv) In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation through Employees compensation & Employer liability insurance policy to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from all such liabilities. Workman compensation & Employers liability Insurance will be covering accident or injury in course employment at the workplace and related thereof.
- xvi) The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Payment of Bonus Act, 1965, Workmen's Compensation Act, 1923, Minimum Wages Act, 1948, Contract Labour (Regulation & Abolition) Act, 1970, Employees' Provident Fund and Miscellaneous Provisions Act. 1952, etc. and other labour legislations as in existence (at present in India) and as amended from time to time.
- xvii) The contractor shall be required to furnish proof / copies of forms / returns as per the check-list attached here-to at Clause No. 39 of the Special Conditions of the Contract herewith, every month along with the monthly bills to the Engineer-In charge. The checklist is indicative only and the other forms / returns as required under various acts shall be required to be filed / maintained by the contractor himself regularly or upon intimation by owner.
- xviii) The contractor(s) are required to submit copies of Electronic Challan cum Return (ECR)/Electronic challan along with online uploaded list of contract workers/members/subscribers for the proof of remittance of Provident Fund (PF) contributions with PF Authorities for the contract workers engaged by him in BCPL while submitting monthly bills.
- xix) While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, 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 and regulations of center/ state/ local statutory Authorities.
- xx) Contractor shall not sub-let 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 sub-lets or assigns the contract in part or whole without the prior written permission of BCPL and any claim preferred by any firm/individual to BCPL that the main contractor has not paid his or their dues/payments, in such 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.

#### **40.0 RESOLUTION OF DISPUTES/ARBITRATION**

As per GCC

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**41.0 LIST OF FORMS/FORMAT TO BE MAINTAINED AND FURNISHED ON MONTHLY BASIS/AT THE END OF CONTRACT BY THE CONTRACTING FIRM/CONTRACTOR IN COMPLIANCE TO STATUTORY GUIDELINES/LABOUR LAWS ETC.**

Following documents are to be furnished along with the bill at the frequency as given in the table. Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor

| Sr. #    | Document                                                                                                  | Periodicity     |
|----------|-----------------------------------------------------------------------------------------------------------|-----------------|
| A        | Copy of Labour License                                                                                    | With First Bill |
| B        | Copy of comprehensive insurance cover (Car Policy/Workmen's Compensation Policy, whichever is applicable) | With First Bill |
| C        | Copy of Contract Agreement                                                                                | With First Bill |
| D        | Gate Pass Details                                                                                         | Every Month     |
| <b>E</b> | <b>Copies of Forms under Contract Labor (R&amp;A) Act, 1970</b>                                           |                 |
| E.1      | Register of persons in Form XIII                                                                          | Every Month     |
| E.2      | Muster Roll in Form XVI                                                                                   | Every Month     |
| E.3      | Register of Wages in Form XVII                                                                            | Every Month     |
| <b>F</b> | <b>Copies of Forms under Factories Act, 1948 on applicability</b>                                         |                 |
| F.1      | Form 11                                                                                                   | Every Month     |
| F.2      | Form 12                                                                                                   | Every Month     |
| F.3      | Form 13                                                                                                   | Every Month     |
| F.4      | Form 14                                                                                                   | Every Month     |
| F.5      | Form 15                                                                                                   | Every Month     |
| F.6      | Form 16                                                                                                   | Every Month     |
| <b>G</b> | <b>Copies of Forms under Employees Provident Fund &amp; Miscellaneous Provisions Act, 1952</b>            |                 |
| G.1      | PF Challan (In Original )                                                                                 | Every Month     |
| G.2      | Form 12A                                                                                                  | Every Month     |
| G.3      | Form 2 (for New Joinees)                                                                                  | Every Month     |
| G.4      | Form 11 (revised) - for new joinees                                                                       | Every Month     |
| G.5      | Form 3A                                                                                                   | Every Month     |
| G.6      | Form 5                                                                                                    | Every Month     |
| G.7      | Form 10                                                                                                   | Every Month     |
| G.8      | Form 5A                                                                                                   | With First Bill |

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(भारतसरकारकाउपक्रम)  
Brahmaputra Cracker and Polymer Ltd.  
(A Government of India Enterprise)

|          |                                                           |                                  |
|----------|-----------------------------------------------------------|----------------------------------|
| G.9      | Form 9                                                    | With First Bill                  |
| G.10     | Form 6A                                                   | At the end of the Financial year |
| G.11     | Form 23                                                   | At the end of the Financial year |
| G.12     | Copy of ECR                                               | Every Month                      |
| <b>H</b> | <b>Clearances/No objection Certificate/Indemnity Bond</b> |                                  |
| H.1      | Indemnity bond with respect to contract labor.            | Final Bill                       |

#### 42.0 LIST OF TOOLS AND TACKLES

| S.No. | DESCRIPTION OF TOOLS AND TACKLES                                               | QTY   |
|-------|--------------------------------------------------------------------------------|-------|
| 1     | Tool Box container                                                             | 1     |
| 2     | Pad Lock                                                                       | 1     |
| 3     | D spanner set (6mm to 41mm)                                                    | 1 set |
| 4     | Ring spanner set (10mm to 41mm)                                                | 1 set |
| 5     | Pipe Wrench 08 inch                                                            | 1     |
| 6     | Pipe Wrench 12 inch                                                            | 1     |
| 7     | Slide Wrench 06 inch                                                           | 1     |
| 8     | Slide Wrench 12 inch                                                           | 1     |
| 9     | Screw driver 06 inch                                                           | 1     |
| 10    | Screw driver 10 inch                                                           | 1     |
| 11    | Ball point Hammer- Iron, 2 LB                                                  | 1     |
| 12    | Brass Hammer, 5 LB                                                             | 1     |
| 13    | Hack saw frame- 12 inch+ Hex blades min 2 nos.                                 | 1     |
| 14    | Nose Pliers                                                                    | 1 set |
| 15    | Combination cutting Pliers                                                     | 1     |
| 16    | Chisel- 06 inch                                                                | 1     |
| 17    | Allen Key mm size (2mm to 12mm)                                                | 1     |
| 18    | Allen Key inch size (3/16" to 1/2")                                            | 1 set |
| 19    | Measuring Tape- 03 meter                                                       | 1 set |
| 20    | S S scale- 12 inch                                                             | 1     |
| 21    | Centre Punch                                                                   | 1     |
| 22    | Needle files (set of triangular, round, half round, rectangle & all x-section) | 1     |
| 23    | Shim cutter                                                                    | 1 set |
| 24    | Monkey Pliers                                                                  | 1     |

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|    |                                               |        |
|----|-----------------------------------------------|--------|
| 25 | Tool Bag                                      | 1      |
| 26 | Brass hammer 2 lb                             | 1      |
| 27 | Line and Neutral Testers of five hundred ohms | 60 nos |

**Note:**

1. Contractor has to arrange minimum 6 sets of above general tool kits. Quantity may vary as per requirement.
2. Contractor may have to arrange any other tool in addition to the above specified, if required to execute and complete the job as per the instruction of EIC.

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**Annexure A**

**Guidelines for adherence to various labour legislations while awarding job/ service contract**

1. The contractor is responsible for obtaining the labour licence under the provisions of the Contract Labour (R & A) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
2. Minimum Wages shall be paid as notified under Minimum Wages Act-1948 and its amendment thereof. Escalation of Minimum Wages in every 6 months i.e. 1<sup>st</sup> April and 1<sup>st</sup> October to be provisioned.
3. The Contractor is solely responsible for the disbursement of wages and other dues to their respective workman latest by 7<sup>th</sup> day of every month via electronic mode.
4. Paid Weekly Off shall be granted to every workman after continuous 6 days of working.
5. Paid National Holiday shall be granted to every workman during a calendar year.
6. Paid Festival Holiday (07 Days) shall be granted to every workman in a calendar year. Worker will decide the particular festival day on which they will take the leave after mutual discussion with the respective contractors to ensure that there is no hindrance to the work at BCPL Site.
7. Annual Leave wages shall be allowed to workman as per the provisions of the Factories Act-1948 and rules made thereunder.
8. Contractor shall pay bonus to their respective contract workers as per the Payment of Bonus Act-1965 and as amended from time to time.
9. Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The Contractor shall have his own PF code no with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that Contractor should obtain a subcode under EPFO, Tinsukia and

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deposit the contribution of its workers in EPFO Tinsukia. The contract must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, Confirmation slip, and acknowledgment slip along with PF challan with monthly RA bills.

10. Shift Allowance shall be granted to the workers who perform their duties in Shifts.
11. Employees Compensation shall be regulated as per the provisions of Employee Compensation Act-2010 and as amended from time to time. The contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the workplace and injury sustained out of or in course of and out of employment in respect of workman deployed by the contractor as per Employees' Compensation Act, 2010 and rules framed there under.
12. Every women worker shall get Maternity Benefit as per the provision of the Maternity Act. 1961 and as amended from time to time.
13. Contractor to issue Employment Card to all their contract workers as per the FORM XIV (See Rule 76) of Contract Labour (Regulation & Abolition) Act. 1970.
14. Contractor shall issue wage slip to their respective contract workers in "Form XIX" under Rule 78 (1) (b) of the Contract Labour (Regulation & Abolition) Act. 1970.
15. Contractor shall provide Uniform & PPEs to their respective contract workers as per contractual terms & conditions.
16. Contractor to undertake Health Check-up of all contract workers as per the provisions of the Factories Act-1948 and Assam Factories Rules -1950 and rules made thereunder & submit health checkup report to HR Department.
17. Contractor shall pay Retrenchment Compensation to retrenched contract workers as per the provisions of ID Act. 1947. Contractor to serve at least 30 days notice or payment in lieu of notice to the contract worker those who have completed at least 240 days in preceding 12 months as on the day of retrenchment.
18. Contractor shall abide by all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations.



19. Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (R & A) Act 1970, Minimum Wages Act, 1948, the Payment of Wages Act, 1936, The Employees Compensation Act, 2010 (earlier known as Workmen's Compensation Act., 1923) and other relevant Acts, Rules and regulations enforced from time to time.
20. The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claims etc. arising out of the disputes relating to the due and employment of personnel, if any, deployed by him.
21. 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.
22. The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
23. The contractor is required to maintain registers and records as required under different laws.
24. The contractor shall take care of the health insurance in respect of all their employees and workmen deputed for this work.
25. The contractor shall deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
26. While engaging the contractual manpower, contractors are required to make efforts to provide opportunities of employment to the people belonging to Scheduled Castes and weaker sections for the society also in order to have a fair representation of these sections

**27. Clause in regards to engagement of PAP**

That the contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in un-skilled category of work for which the list of such Persons will be provided by the Authorized Person of BCPL Authorities. The name of the



Authorized person will be notified to the contractor by BCPL Authority from time to time.”

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

#### A) COMPLIANCE WITH LAWS

The CONTRACTOR shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:

- i) Contract Labour (Regulation & Abolition) Act.
- ii) Payment of Wages Act.
- iii) Minimum Wages Act.
- iv) Employer's Liability Act.
- v) Factory Act
- vi) Apprentices Act.
- vii) Workman's Compensation Act
- viii) Industrial Dispute Act.
- ix) Environment Protection Act.
- x) Any other Statute, Act, Law as may be applicable for establishing, maintaining, running of coating plant.

OWNER shall not be responsible for any default by CONTRACTOR due to lack of information on the part of the CONTRACTOR.

#### B) LABOUR LAW RELATED CLAUSES OF TENDER

RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:

Following documents shall be submitted by the Agency/contractor to Engineer In- Charge at various stages during the currency of the contract:

##### A. Immediately after issuance/receiving of Letter of Intent (LOI):

1. Application for issuance of Form –V for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers .
2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc..
4. Copies of Appointment Letters to the persons to be engaged in BCPL by the contractor.
5. Copies of Identity Card issued by the contractor of persons to be engaged in BCPL.
6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**



7. Copy of Employee State Insurance(ESI) registration certificate issued by Employee State Insurance Corporation.
8. Copies of ESI Identity Card of persons to be engaged in BCPL or where ESI Act is not applicable, Copy of Insurance coverage under Employees Compensation Act, 1923.
9. **At the time of submission of monthly bills:**
  1. Copy of wage register duly certified by authorized representative of the contractor and BCPL certifying as “Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on ----- (date) at ----- (place)”.
  2. If wages are paid through bank, copy of bank statement duly certified by bank of previous month.
  3. Copy of Electronic Challan cum Return (ECR)/Electronic Return for the proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contribution along with On Line Uploaded list of contract workers/members.
1. **Registers are to be maintained by the contractor:**
  - a. **Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act,1936:** During the currency of the contract, the contractor has to maintain registers like:
    1. Muster Roll in FORM-XVIII
    2. Register of workmen in FORM-XIII
    3. Wage Register in FORM-XVII
    4. Register of Deductions in FORM-XX
    5. Register of Overtime in FORM-XXIII
    6. Register of Fines in FORM-XVI
    7. Register of advances in FORM-XXII
    8. Issuance and maintenance of Wage Slip in FORM XIX .
    9. Issuance of valid Identity Card by the contractor IN FORM XIV.
  - b. **Employee State Insurance Act,1948: During the currency of Contract, the contractor has to maintain registers like:**
    - Register of employees in Form-6
    - Accident Book in Form-11
  - c. **At the time of closure of contract:**
    1. Indemnity Bond of Rs 100/- duly notarized from Notary indemnifying BCPL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund, Insurance and other payments. Performa Indemnity Bond is provided at clause 12.0.



## SECTION – VI

### SCOPE OF WORK

(As mentioned in SCC)



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड  
(भारतसरकारकाउपक्रम)  
Brahmaputra Cracker and Polymer Ltd.  
(A Government of India Enterprise)

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**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**



## SECTION-VII

### SCHEDULE OF RATES[SOR] ATTACHED AS A SEPARATE SHEET



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## **CUT-OUT SLIPS**

**ENVELOPE – (1): "TECHNO-COMMERCIAL / UN-PRICED BID" – As per ITB 11.1.1**

**DO NOT OPEN – THIS IS A QUOTATION**

**SUB: “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

**BID SUBMISSION DUE DATE & TIME : 03.02.2017 at 1430Hrs**

**TO**

**CONTRACTS & PROCUREMENT DEPT.**

M/s Brahma Putra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO:Lepetkata, Distt: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

**From:**

**TO BE PASTED ON THE OUTER ENVELOPE CONTAINING**  
**TECHNO-COMMERCIAL / UN-PRICED BID**

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड  
(भारतसरकारकाउपक्रम)  
Brahmaputra Cracker and Polymer Ltd.  
(A Government of India Enterprise)

## **CUT-OUT SLIPS**

### **ENVELOPE – (2): "Price Bid" – As per ITB 11.1.2**

### **DO NOT OPEN – THIS IS A QUOTATION**

**SUB: "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

**BID SUBMISSION DUE DATE & TIME : 03.02.2017 at 1430Hrs**

**TO**

**CONTRACTS & PROCUREMENT DEPT.**  
M/s Brahmaputra Cracker and  
Polymer Limited (A Government of  
India Enterprise), C&P Department,  
Administrative Building, PO:  
Lepetkata, Distt: Diburgarh, Assam,  
Pin Code:786006, Phone no. 0373  
2914636.

**From:**

**TO BE PASTED ON THE OUTER ENVELOPE CONTAINING "**

**"Price Bid – PART - II"**

.....

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR "HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR".**



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड  
(भारतसरकारकाउपक्रम)  
Brahmaputra Cracker and Polymer Ltd.  
(A Government of India Enterprise)

## **CUT-OUT SLIPS**

### **DO NOT OPEN – THIS IS A QUOTATION**

**SUB: “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**

**TENDER NO.: BCPL/C&P/ LE16W220AD /90000302**

**BID SUBMISSION DUE DATE & TIME : 03.02.2017 at 1430Hrs**

**TO**

**CONTRACTS & PROCUREMENT DEPT.**  
M/s Brahmputra Cracker and  
Polymer Limited (A Government of  
India Enterprise), C&P Department,  
Administrative Building, PO:  
Lepetkata, Distt: Diburgarh, Assam,  
Pin Code:786006, Phone no. 0373  
2914636.

**From:**

**TO BE PASTED ON THE OUTER ENVELOPE**  
**CONTAINING ENVELOPES PART –I & PART-II**

**TENDER NO: BCPL/C&P/ LE16W220AD /90000302 FOR “HIRING OF SUPPORT SERVICES FOR INSTRUMENTATION MAINTENANCE JOBS OF BCPL, LEPETKATA FOR A PERIOD OF 01 (ONE) YEAR”.**