



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
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/LE16W107AS/00003

TENDER DOCUMENT

FOR

“ANNUAL MAINTENANCE CONTRACT FOR SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS”

Tender Submission Date & Time	:	17.06.2016 at 14:30 Hrs
Tender Opening Date & Time	:	17.06.2016 at 15:00 Hrs
Tender Fee	:	Not Applicable

EMD Amount	:	Rs. 40,000/-
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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.

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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: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://www.eprocure.gov.in 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) No, there is no exemption in submission of EMD as PPP Policy is not applicable for works. (ii) There is no exemption in submission of SD (Security Deposit).
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 qualification of bidder in any tender ?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of 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. 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/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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SECTION - I INVITATION FOR BID [IFB]

To,
PROSPECTIVE BIDDERS

Dated: 03.06.2016

SUB: "ANNUAL MAINTENANCE CONTRACT FOR SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"

TENDER NO.: BCPL/C&P/LE16W107AS/00003

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/ DELIVERY SCHEDULE/PERIOD	:	The contract shall be valid for a period of TWO Years / 24 months from the date of award of contract / LOI / LOA and is further extendable for a period of six months on the same rates, terms and conditions at the sole discretion of BCPL.
II	Tender Fee	:	Not Applicable
III	Earnest Money Deposit (EMD)	:	Rs. 40,000/-
IV	BID DUE DATE & TIME	:	17.06.2016 upto 14:30 Hrs
V	OPENING OF UNPRICED BID	:	17.06.2016 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	17.09.2016
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	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	MODE OF TENDERING	:	Limited Domestic Competitive Bidding through Manual Mode (Under Two Bid System Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in; http://www.bcpionline.co.in; Govt Website: https://www.eprocure.gov.in
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	09.06.2016 at 11.30 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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no. 0373 2914636/637

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 In case of 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.
 - i) Demand Draft towards Tender fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
- 7.0 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://tenders.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.
- 8.0 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.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 10.0 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.



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11.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.

12.0 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 09.06.2016 at 11.30A.M.** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Ch. Manager (C&P) / Sr. Officer (C&P) Phone No. 0265 2914635; Email ID: skmishra@gail.co.in; avanti@bcplindia.co.in

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Avanti Sharma]
Sr. Officer [C&P]
Ph: +91-0373-2914635; +91-8811093178
E-mail:avanti@bcplindia.co.in



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SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



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SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1. BEC- Technical: (as a single bidder)

1.1.1 Bidder should have executed at least one single work order for repair/maintenance of Package AC/ Split AC/ Tower AC/Water Cooler/Refrigerator for a value not less than Rs. 5.67 lacs in preceding seven years reckoned from final due date of bid opening. Bidders must have completed the above jobs in all respects.

1.2 BEC- Financial: (as a single bidder)

1.2.1 NOT APPLICABLE

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

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion)
	1.1	Technical Experience Criteria – Document	
1.	1.1.1	Experience against Completion/Execution of order/contract	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 & date, actual date of contract started & completed and actual executed quantity of work order, etc along with the unpriced bid.

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

- For running similar service contracts, if the actual executed quantity is equal to or more than the quantity indicated above till one day prior to the un-priced bid opening date, the same shall also be considered as meeting the single order quantity criteria.
- A Job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.



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- c) However, Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.
- d) For experience based on composite works: In case bidder has executed a composite work in a single contract which includes qualifying work stated above, then quantity of such qualifying work out of total quantity of composite work shall be considered for the purpose of evaluation.

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

2.3 BIDS EVALUATION METHODOLOGY, WORK DISTRIBUTION AND AWARD CRITERIA:

- 2.3.1 Evaluation of bid would be based on overall lowest quoted basis.
- 2.3.2 Considering the nature of job, 1.0(iii) of C&P Procedure clause no-3.4(e) is not applicable.

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))

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SECTION-III

INSTRUCTION TO BIDDERS

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[H] FORMS & FORMATS

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



SECTION-III

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.

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



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(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 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



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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**

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**

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



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

[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 : Scope of Work [SOW] & Special Conditions of Contract [SCC]
- Section-VI : Technical Specification [TS]
- Section-VII : Schedule of Rates [SOR]

*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.



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- 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.

[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**

- 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'



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- (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 unpriced 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



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- 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 exclusive of freight/transportation charges.
- 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 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.



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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.



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13.5 SERVICE TAX IN CASE OF WORKS CONTRACT

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:



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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 GAIL 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 GAIL 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 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 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'.



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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. 40,000/-**

16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favor of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or '**Bank Guarantee**' or '**Letter of Credit**' **as per the format given in Form -4/4A 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'



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- 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:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) 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.



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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 unamended 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



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- (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.

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.



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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 un-opened 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

- 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 is received by BCPL prior to the deadline for submission of bid.
- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provision of the clause 22 of ITB, with the outer 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.



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- 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 ***Unpriced 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.



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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:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "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,



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- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) 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:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 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**



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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 cenvat credit 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

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.

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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- 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 10% of order 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 delivery schedule as 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.



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- 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

- 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)
- 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 Brahma Putra 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 Brahma Putra Cracker and Polymer Ltd, such decision of Brahma Putra 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 (NOT APPLICABLE)



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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 upto 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.

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 Udyog Aadhaar Memorandum.



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- 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

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.



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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 fulfillment 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)



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- 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/ 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.



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

47 TRANSPARENCY

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



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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. 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.
52. 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.

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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:



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- (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.



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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.



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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate 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.



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- 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 same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of 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.



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Such an appeal shall be preferred within one month from the date 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 '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.
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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:



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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:

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR “ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS”



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- (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 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 Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor



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		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:

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:**

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.



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- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valuated 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.



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- 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.
- (d) “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).

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.



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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.

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Annexure-1

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:

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Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ 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	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks



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

1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	
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 or 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.	FOR SUPPLIES	
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



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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 : TENDER NO.: BCPL/C&P/ LE16W107AS/00003				
1.1	The Employer/Owner is: M/s Brahma Putra Cracker & Polymer Limited				
2.1	Name of the Contract: ANNUAL MAINTENANCE OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: MISS. AVANTI SHARMA, SR. OFFICER (C&P) / SH. Pranjal K Phukan, Sr.MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Dist.: Dibargarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: avanti@bcplindia.co.in ; pranjalk.phukan@bcplindia.co.in				
C. PREPARATION OF BIDS					

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u> _____ _____
12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____ _____
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
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: BCPL/C&P/ LE16W107AS/00003
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: MISS. AVANTI SHARMA, SR. OFFICER (C&P) / SH. S K MISHRA, CH. MANAGER (C&P) Street Address: 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. Email id: avanti@bcplindia.co.in; pranjalk.phukan@bcplindia.co.in
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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

Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.:
Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id:
avanti@bcplindia.co.in ; pranjalk.phukan@bcplindia.co.in

Date: 17.06.2016

Time: 15:00 Hrs.

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>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				

F. AWARD OF CONTRACT

ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] State: Assam				
38	Contract Performance Security/ Security Deposit <table><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> Applicable: As specified in Section –II of tender document.	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				



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40	Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table> Whether tendered item is non-split able or not-divisible : <table border="1"><tr><td>YES</td><td>☐ YES</td></tr><tr><td>NO</td><td>☐ NO</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES	YES	☐ YES	NO	☐ NO
APPLICABLE	☐ NO								
NOT APPLICABLE	☐ YES								
YES	☐ YES								
NO	☐ NO								
41	Provision of AHR Item : <table border="1"><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table>	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO				
APPLICABLE	☐ YES								
NOT APPLICABLE	☐ NO								
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES				
APPLICABLE	☐ NO								
NOT APPLICABLE	☐ YES								



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FORMS & FORMATS

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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LIST OF FORMS & FORMAT

Form No.	Description
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F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
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	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT



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

F-1

BIDDER'S GENERAL INFORMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

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

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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8	Telephone Number [Mobile & Landline]	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (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 <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). (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/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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

F-2

BID FORM

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

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/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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

F-3

LIST OF ENCLOSURES

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL MAINTENANCE ESTIMATE OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

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
8. Duly certified document from chartered engineer and or chartered accountant.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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F-4

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 Brahma Putra 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: _____



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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.

.....



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F-5

LETTER OF AUTHORITY

[Proforma 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: ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

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/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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F-6

"NO DEVIATION" CONFIRMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs,
WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF
LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO
YEARS**

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

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/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs,
WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A
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(A Government of India Enterprise)

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

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/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL MAINTENANCE ESTIMATE SOR FOR AMC OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

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/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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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

PERFORMANCE GUARANTEE No.

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of _____ vide PO /FOA/LOI No. _____ dated _____ for M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), PO: Lepetkata, Distt.: Diburgarh, Assam.

The Contract conditions provide that the 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, undertaking full responsibility to indemnify M/s Brahmaputra Cracker and Polymer Limited, in case of default.

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

1. We _____ hereby undertake 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 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 you in such manner as you may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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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 contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ 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 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 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 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 upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. 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 Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.



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7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the 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 Contractor to be in default under the 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.
8. 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 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.

.....



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AGREED TERMS & CONDITIONS

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

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.

Sl. No.	DESCRIPTION	BIDDER'S 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	ST:% EDU. CESS:.....% SWATCH BHARAT CESS:%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. 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.	

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
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 Nationalised 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 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). 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 : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	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.	
16.	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.	

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
----	---	--

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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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: ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

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/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

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/ LE16W107AS/00003 FOR “ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS”



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BIDDER'S EXPERIENCE

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

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 & nos. of	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/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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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 format submitted with Bidding Document		

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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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).		
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DOCUMENTS & CERTIFICATION CHECKLIST

SL. NO.	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value	Rs. 40,000		
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(Exemption :NOT APPLICABLE)	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 as MENTIONED IN CLAUSE NO.40 OF ITB	YES/NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	Bidder experience of execution/completion of a single order/contract (Import/Export) (as stipulated in BEC,1.1.1)	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 & date, actual date of contract started & completed and actual executed value of work order, etc along with the unpriced bid.	YES	NO
A	ORDER COPY		YES	NO
B	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
D	COMPLETION/EXECUTION CERTIFICATE		YES	NO
5.	FINANCIAL CRITERIA AS STIPULATED IN BEC [NOT APPLICABLE IN THIS TENDER]			
5i.	Financial Documents – Turn Over	Audited balance sheet and profit & loss account statement of any of the three (3) preceding Financial Year(s), i.eFY: 2015-2016, 2014-2015 & 2013-2014 meeting Turn over Financial Criteria as stipulated in BEC along with un-price bid. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate	NOT APPLICABLE	

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		three (3) preceding financial years, i.e FY: 2014-2015, 2013-2014 & 2012-2013 along with un-price bid.	
5ii.	Financial Documents – Net Worth & Working Capital	AUDITED Balance Sheet and Profit & Loss Statement of FY: 2015-2016 meeting the NET WORTH & Working Capital Financial Criteria as stipulated in BEC. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, i.e FY: 2014-2015 along with un-price bid.	NOT APPLICABLE
A	Balance Sheet/s & Profit & Loss Statements as in 5i, & 5ii above	Duly attested by Notary Public with legible stamp	
B	Details of financial capability of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	
C	In Case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, F-15) from the Bidder's bank having net worth not less than INR 1(one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/attested by Notary Public with legible stamp.	
6.	Tender Document signed & stamped	Signed & stamped all pages ALONGWITH UNPRICED BID.	
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.	
8.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	
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.			
Place: Date: [Signature of Authorized Signatory of Bidder] 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/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"

THIS FORMAT TO BE FILLED BY THE BIDDER
TECHNICAL CRITERIA AS STIPULATED IN BEC

[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]

NB:

- All documents [to be submitted] are required to be Certified/Attested by both Chartered Engineer and Notarized by Notary Public with legible stamp.**
- If the bidder is submitting only one order & its completion/execution Certificate (as applicable), then sl no. A to be filled in.**
- 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]**

Sl. No.	List of Order Details	Description		Details [to be mentioned by the bidder]
A	1 st Order/ LOI/Contract			
A1		Name of Order issuing Agency/Client/Owner/Company	:	
A2		Order No. & Date	:	
A3		Brief Details/Name (Nature) of Supply	:	
A4		Contract/Order Value (in Rs.)	:	
A5		Period of Contract/ Order	:	
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed Value vi. Executed Qty, etc		
B	2 nd Order/	Description		Details [to be mentioned by the bidder]

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR “ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS”

	LOI/Contract		
B1		Name of Order issuing 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: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	
C	3 RD Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
C1		Name of Order issuing 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: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	

D	4 th Order/	Description	Details [to be mentioned by the bidder]
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LOI/Contract			
D1		Name of Order issuing 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 applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc	

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR “ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS”

[NOT APPLICABLE IN THIS TENDER]

THIS FORMAT TO BE FILLED BY THE BIDDER

FINANCIAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ SECTION-II, CLAUSE NO. 1.2 OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

1. **Format-15 (to be Submitted)** is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
2. **Audited Balance Sheet and Profit & Loss Statements (Submitted)** of FY: FY: 2015-2016, 2014-2015 & 2013-2014 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.
3. Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]

1.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e FY: 2015-2016, 2014-2015 & 2013-2014 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2015-2016 FY: 2014-2015 FY: 2013-2014	Yes / No Yes / No Yes / No	

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1.2.2 &1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-14) from the Bidder's bank having net worth not less than ` 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	: Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2015-2016. Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ Email ID:_____	Yes / No Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-15as per applicability of relevant clause of BEC	: Name Of Chartered Accountant:_____ Membership No. of Chartered Accountant_____	Yes / No	

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[NOT APPLICABLE IN THIS TENDER]
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

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/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs,
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[NOT APPLICABLE IN THIS TENDER]

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:

[Signature of Authorized Signatory]

Chartered Accountant

Name:

Date:

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.



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BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

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 : _____

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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)

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)

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SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]

(ATTACHED SEPERATELY)

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

**TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs,
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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)

Thanking you,

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

Name:

Designation:

Company Seal:



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SECTION – V

SCOPE OF WORK [SOW] / SPECIAL CONDITION OF CONTRACT [SCC]

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR “ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS”



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SCOPE OF WORK:

- 1) **Name of job:**
AMC for Split Air conditioners, Tower Air conditioners and Packaged Air Conditioners, Water Coolers and Refrigerators installed at BCPL Plant at Lepetkata/Duliajan, BCPL Township etc.
- 2) **Period of Contract:** Period of contract shall be 24 months from the date of award of contract and is further extendable for a period of six months on the same rates, terms and conditions at the sole discretion of BCPL.
- 3) **Mobilization Period:** Mobilization period shall be within 07 days from the date of LOI/LOA
- 4) **Locations and quantity of Split/ Tower and Packaged Air conditioners, Water Cooler, Refrigerators :**
AS PER ANNEXURE-IV.
Quantities shown in the Details of ACs, Water Coolers and Refrigerators are only indicative and may vary.
- 5) **Scope of works:**

5.1 Wet servicing of 1.5/2.0 TR Split & 4.0 TR Tower Air conditioners - The party shall carry out wet service of ACs off-season and mid-season or as per instruction of EIC.

5.1.1) 1st wet servicing: This wet service shall be carried out in off- season or as per instruction of EIC and the works as defined below but not limited to:-

Checks to be done before servicing:

- > Checking the working of AC before start up the servicing.
- > Checking of the voltage & current.
- > Checking the healthiness of earthing.
- > Checking air temperature at the following location (Dry Bulb & Wet Bulb Temp.):
 - I. Supply air grill.
 - II. Return air grill.

Jobs to be done during wet servicing:

- > Cleaning of filter & front grill.
- > Cleaning of cooling & condenser coil with standard recommended solution.
- > Cleaning of compressor & cooling fan.
- > Cleaning of AC cabinet with water & dry cloth.
- > Application of anti corrosion & water proof paint (As per the approved make by EIC) on both side of compressor base Plate after dismantling of cooling unit, condenser, cooling-fan, Compressor, etc.
- > Minor repair/ denting work for the AC body as per requirement

Jobs to be done after wet servicing

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After fixing of all parts, check the compressor & blower mounting grommets, check the compressor terminal connections check the wiring, check the working of ACs after completion of servicing and check the cut-in cut-out of compressor based on thermostat, check for voltage, current, earthing, check the supply & return grill temperature. Fill up the maintenance format as given by EIC for wet servicing along with signature of user.

5.1.2) 2nd wet service: This wet service shall be carried out in mid season or as per instruction of EIC and scope of work will remain same as mentioned in clause no 5.1.1

5.2) Attending complaint & rectifying the problem of 1.5/2.0TR Split & 4.0 TR Tower Air conditioners:

On call AMC services shall include attending to any complaint any time of the year, on receipt of verbal/written complaint from the Engineer – In - Charge.

5.3) Dry cleaning of 1.5/2.0TR Split & 4.0 TR Tower Air conditioners: The party shall execute the works as a monthly PM from April to September of running cooling units & not for the units which are under breakdown.

The dry servicing shall include following jobs **but not limited to:-**

1. Visit to the AC sites,
2. Check the working of AC before start up the servicing,
3. Check for voltage, current, and earthing,
4. Check the temperature at grill supply & return air, remove the set and dismantle it,
5. Clean the filters, cooling coils, condenser coils and cabinets by air blower
6. Check the external and internal operation/ noise,
7. Lubricate the fan & blower motor,
8. Check for compressor & blower mounting grommets,
9. Clean the front grill,
10. Check the compressor terminal connections
11. Check the wiring,
12. Check the working of ACs after completion of servicing
13. Check the cut-in cut-out cylinder of compressor based on thermostat,
14. Check for voltage ,current and earthing after completion of servicing,
15. Check the coldness of grill (Grill temp)and return air
16. Fill the maintenance format for dry servicing(Vendor based and as per EIC) and get the signature of user

5.4) Supply & replacement of faulty parts: - The party shall execute the works under replacement of faulty parts during observation of PM or fault rectification time or order by EIC.

5.5)The routine jobs to be carried out included in general but not be limited to the following items for maintenance work of Air Conditioning Plants and packages units.

5.5.1 QUARTERLY:

1. **Clean air filters:** A dirty filter can reduce the plant capacity. More the dirt accumulation on



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the air filter, greater will be the reduction in capacity of the plant. Air filters, if not cleaned regularly will get saturated with dirt and thereafter dirt will pass on to the cooling coil fins, which will affect plant capacity much more and in extreme cases can even lead to liquid flood back to the compressor, which is highly injurious to the compressor. Cooling coils being wet, this dirt/dust will form a crust on the coil. Hence, air filters are to be cleaned regularly. Weekly cleaning has been suggested; but where the plants are installed in dust environments, it may be necessary to clean the filters more often. Air filters should be changed, when it is found that cleaning does not remove all the dust.

2. **Leak testing for refrigerant leak:** A halide torch should be used to locate the leaks. Now electronic leak detectors are available. While leak testing, the approach should be to find a leak rather than taking it for granted that there won't be any leak and doing the work of leak test as ritual. Even a minor leakage can lead to lot of problems, such as poor oil return, heating of compressor apart from poor cooling. Further refrigerant is costly and so less leak/no leak becomes a big cost saving centre in the operation of the plant.
3. Check the condensate tray and drain for dirt or moisture build up-clean as necessary. Ensure that condensate drains completely from the tray, drain is not blocked.
4. Check for voltage, current, and earthing.
5. Functionality of pressure gauges and thermometers needs to be checked .
6. Analyze the pressure and temperature readings of the unit from the log book and establish that the unit is working satisfactorily. Corrective action should be taken promptly when reading shows even a minor malfunction.
7. Contractor shall maintain records and log-sheets in the format specified by Engineer- in-charge. Contractor shall submit the progress report scheduled as indicated by EIC.

5.5.2 ANNUAL MAINTENANCE SCHEDULE:

Checks to be done during servicing:

1. Check various pressures, temperature and current and analyze the readings to ascertain the condition of the plant.
2. Ensure that the oil return is proper.
3. Carry out a thorough test for refrigerant leak.
4. Inspect the cleanliness of the filters and replace them if necessary.
5. Check the operation of all safety and operating controls.
6. Check drains for free flow and clean when required.
7. Check for abnormal vibration and noise. Check for tightness of all fasteners.
8. Check cooling coil fins for dirt accumulation. Clean if required.
9. Check fan motor and its connector for proper wiring.
10. Check fan and fan motor bearings. Repair/replace if necessary.
11. Cooling coil: The temperature difference between the canvas temperature and the evaporator, (or water leaving temperature) is the criteria to determine whether the coils require cleaning. Cooling coils are to be cleaned with water under pressure.
12. Lubricate all moving parts.
13. Changing compressor oil if required.



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14. Check HP/LP switch for function.
15. Check all sensors (Temp./Pressure etc.)
16. Checking the valve plate assemblies and un-loader assemblies.
17. Checking oil pump.
18. Check all the fuses.
19. Check inner and outer neoprene 'O-'ring of crank shaft. To be replaced if found defective.
20. Cleaning and applying grease for bearings.
21. Shut down interlocks checking.
22. Any other operation not included but required for efficient operation and maintenance of plant.
23. Besides above, the contractor shall attend to all breakdown maintenance jobs promptly. Cold insulation removal and rectification/replacement will be in the scope of the contractor.

5.5.3 DRY SERVICING OF WATER COOLER–BOTH INSTANTENOUS AND STORAGE TYPE:

The following works are to be carried out every month:

- a. Cleaning of water tank.
- b. Lubricating fan motor.
- c. Cleaning of condensing unit.
- d. Checking of all electrical components and connections and replacing them if required.
- e. Checking of faucet/water taps for working and repairing/replacing them if required.
- f. Checking of mechanical connections and making them good.
- g. Attending drain pipe chokes etc.
- h. Checking of float valve assembly/repair/replace the same.
- i. Checking of sealing gasket, replace if required for preventing entry of foreign bodies.
- j. Cleaning of water filter.
- k. Attending of water pipe fittings for leakages if required.
- l. Checking of filter assembly.

5.5.4 WET SERVICING OF WATER COOLER– BOTH INSTANTANEIOUS AND STORAGE TYPE:

The following works are to be carried out every year:

- 3.1 Checking of sealing gasket and replacing if required.
- 3.2 Patching/touching up of the unit wherever required.
- 3.3 Corroded sheet metal parts to be repaired/replaced.
- 3.4 Cleaning of water cooler after dismantling sheet metal parts completely by air pressure and water.



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- 3.5 Attending/rectification of water leakage on filter, water storage tank and water pipes connected with water coolers.
- 3.6 Fan motor to open and service/repair, replace bearing and shaft if required.
- 3.7 Checking of faucets, water taps and repair/replace if required along with its accessories.
- 3.8 Whole equipment shall be thoroughly painted once in a year. For painting refer Technical Requirements for Painting of this part of Tender document.

5.5.5 SERVICING OF REFRIGERATOR:

- i) Cleaning of the cabinet/defrosting.
- ii) Cleaning of components like thermostat and relays etc.
- iii) Checking and attending the abnormality, if any.
- iv) Washing and cleaning of cabinet inside and outside.
- v) Painting of condenser, compressor and lower side.
- vi) Replacement of defective component, if any.
- vii) Checking of compressor unit and door gasket etc
- viii) Cleaning of condenser coil, evaporator coil with water/ air/ clothe
- ix) Cleaning inside with potassium permanganate solution
- x) Checking of drainage of condensed water (for refrigerator)
- xi) Trial run for 10 minutes
- xii) Measuring temperature at compressor discharge, condenser outlet and evaporator inlet.
- xiii) Assessing noise & vibration level of air flow, refrigerant flow, compressor

6) Minimum Man power:-

The contractor firm shall deploy minimum indicative manpower at site for carrying out all jobs as stipulated in SOR which may also be increased depending upon job volume. The contractor shall deploy qualified & experienced technicians along with 01 no Supervisor to carry out the maintenance work of air conditioners. The technical staff shall have at least 4 years of experience in maintenance of similar air conditioning unit. The contractor shall have detailed Bio-Data of all personnel employed by him and shall submit the copies of qualifications/experience to Engineer-In-Charge.

7) Hours of Duty:

Generally duty time will be of 08 hours from 8.30 AM to 5.30 PM. However, duty hours may be extended in case of emergency/requirement.

8) Time period of attending the complaints.



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The contractor shall attend the minor problems of air conditioners within 4 hours such as replacement of thermostat, capacitor, relay etc. and any major problem such replacement of compressors, motors etc within 3 days after receipt of information/complaints.

9) Responsibility for refrigerant gas charging-

After refrigerant gas charging of Split Air Conditioners, Tower Air Conditioners & Packaged AC systems the contractor shall have full responsibility for any leakage in the same unit for six months from date of gas charging. During this period if refrigerant gas charging required; the contractor should be liable for charging of refrigerant gas free of cost.

10) Safety and security:

Contractor shall be liable to perform the work with safety rules. All safety PPE (Personal Protective Equipments) should be provided by Contractor (example: safety gloves, safety shoes, helmets etc.). Contractor shall provide two sets of Cotton Uniform per person every year to all his employees at his own cost during the contract. No technician, helper will be allowed on duty without wearing the uniform and necessary safety wears.

11) Tools & tackles/ equipments: -

The contractor should make his arrangement for refrigerant and maintenance & testing equipments as per **Annexure-B**. Spares and lubricants required shall be provided by Contractor. Contractor shall maintain minimum two cylinders of refrigerant (one large for Packaged AC, one small for split AC in stock all the time at BCPL work site. Consumption of refrigerant is to be monitored monthly by measuring weight of cylinders. Contractor shall submit half-yearly forecast of spares/materials/lube oil to the BCPL EIC and is to be maintained by them at site.

The contractor shall keep the equipments in working conditions at site and will ensure that they remain available at site all the time throughout the contract. Calibration certificate of the entire measuring instrument shall be submitted by the contractor along with the instruments. All the measuring instruments should be adequately calibrated with frequency of one year from the date of last test certificate issued.

The entire contractor's materials, tools and tackles should be marked with the name of the contractor. All such materials will be shown at the factory main gate for entry and certified copy of the material taken inside the plant premises will be submitted to the Engineer-in-charge at least within one week's time.

12) Shifting of Materials-

Contractor shall arrange shifting of all equipments from site to work place and vice versa for repair and maintenance of AC's.

13) Penalty Clause -

An amount of Rs.500 per complaint will be deducted from the contractor RA bill if the delay is beyond 4 hours in case of minor problem (replacement of thermostat, capacitor, relay etc.) and beyond 72 hours in case of major problem (replacement of compressors, motor etc.) after receiving the complaint.

14) Wages -



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Contractor would pay minimum wages to each and every contractor workers within the stipulated time period i.e. latest by 10th of subsequent month, at the rates as per the Minimum Wages Act and as notified by the Regional/ Assistant Labour Commissioner (central), Dibrugarh, Assam from time to time.

15) Minimum spares stock will be maintained as per SOR/ instruction of EIC.

16) Terms of Payment: Contractor shall submit running account bill on monthly basis in triplicate as per schedule of rates and actual measurement in prescribed format with the full details of work for the period of billing to the Engineer-In-Charge for certification along with duly signed relevant documents such as measurement sheets in support of the claims.

17) The contractor have to carry out operation and maintenance jobs as per BCPL's requirements on all the days including Sundays and gazetted holidays and the contractor has to take this aspect into consideration while quoting his rates. No extra claim/overtime whatsoever will be paid on this account.

18) Engineer-In-Charge's Status: The Engineer-In-Charge will be authorized to issue guideline to the contractor for the execution of the work wherever such stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all works which do not conform to the specification, 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.

The contractual firm shall supervise the work and execution part under his guidance. The contractor shall ensure the proper supervision of work and on his personnel activities with in the premises or execution site.

19) The party should visit the site and get himself acquainted with the operating system and quote accordingly.

20) Utility Supply by BCPL (Power, Water) etc.

20.1) Utility supplies such as power, water in plant shall be supplied free of cost as per requirement.

20.2) BCPL will provide a dedicated space for keeping tools & spare at site.

21) Contractor supplying compressor/condenser unit under the SOR item rate shall produce the proof of its purchase from the manufacturer/ dealer/distributor of the item so that the genuineness of the item is ensured and also shall undertake the responsibility to change/replace the same for any defect during the guarantee period offered on the product by the manufacturer from the date of its successful installation.

Contractor shall be responsible for safe custody of any equipment handed over to him. In case of loss/ theft, the purchase cost or market rate of the equipment plus 25% departmental charges shall be recovered from the contractor. BCPL's decision in this regard shall be final, binding and conclusive.



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Any person found unsuitable for the job, will have to be replaced immediately by engaging some other suitable person or within a stipulated time period as notified by EIC.

BCPL shall not be responsible for any loss or damage caused to the persons deputed by the contractor for this contract. No claim shall be imposed on BCPL; due the damages/losses.

The job under this contract shall not be sub-contracted to another party without prior permission of BCPL.

The rates quoted under this tender shall be firm and valid during the contract period and no escalation shall be permissible for any reason, whatsoever, after award of the contract.

Contractor shall be responsible for all acts of their workers. Any loss or damage caused to BCPL's property or to any third party in any form shall be chargeable to the contractor's account. If any liability is thrust upon BCPL which is attributable to contractor's staff it will be charged to contractor's account or recovered from contractor's bills.

Contractor shall comply with all applicable safety laws and other laws including but not limited to contract labour (R&A) Act, 1970 etc. Contractor should be conversant with Labour Laws, Rules and regulation in practice and shall keep BCPL, harmless and indemnified against any action brought against it for any violation/non-compliance of any Act, etc. contractor should be registered with the Labour Commissioner (Central) - Assam if required as per labour law and such details be submitted to BCPL at contractor's own cost.

The terms and conditions mutually agreed upon with respect to this agreement shall be subject to force major. Neither the contractor nor the company shall be considered negligent in the performance of its obligations here under if such performance is prevented or delayed because of war, epidemic, accidents, fire wind, flood or because of any law & order proclamation regulation or ordinance of Government or act of God should one or both parties be prevented from fulfilling their contractual obligations by a state of force major lasting continuously for a period of one week, the two parties should consult each other regarding future implication of the contract.

Boarding, Lodging and transportation facilities for contractor's personnel for carrying out the work at site is to be made and borne by the contractor at his own cost.

The decision of Engineer-In-Charge for determining the category of work with reference to material of an item not mentioned in scope of work shall be final.

All tools and materials shall be brought by the contractor to the work site through a covering note to be submitted in 3 copies. One copy of the covering note will be delivered to the security staff at plant main gate, one copy to the Engineer-in-charge and the third copy shall be retained by contractor after verification by security staff at the main gate.

22) Signing of Contract-

The successful bidder shall be required to execute an agreement with BCPL within 10 days after receiving the LOI/work order. The agreement to be executed will be in prescribed agreement form.



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23) In case of any accident, injuries, death caused to the any employee of contractor while executing the work under the contract, the contractor shall solely by responsible to pay the adequate compensation, insurance money etc. to the next kith & kin of injured/deceased contractor labour/employees. The contractor undertakes and indemnify owner BCPL from such liabilities.

The contractor also under take to obtain necessary insurance cover policy covering all risk for his employees/labour & agent third party, the policy will insure all risk which may arises out of the execution of works. The contractors at his own cost will bear and pay the insurance premium from time to time against the insurance policy taken for his employees including third party. A copy of insurance policy will be submitted with 1st R.A. Bill and thereafter on each renewal by the contractor.

The contractor must obtain labour license if the labour engaged are more then 19 in any day under the contractor. The license shall be issued by the ALC (Central), Dibrugarh, Assam & submit a copy of license to the Engineer-in-Charge. Contractor will submit a copy of labour license with 1st R.A. Bill.

In case of any dispute which may arise out of any meaning, interpretation of any terms and condition of tender documents/contract, the same shall be refer to sole arbitrator i.e. Officers In-Charge, BCPL/Lepetkata for adjudication or the nominee of OIC. The decision of the sole arbitrator or its nominee shall be final and binding on both the parties. The arbitration proceeding shall be governed under the Indian arbitration and conciliation act, 1996; the value of arbitration shall be at BCPL, Lepetkata.

In case of dispute resulting into a court case, district & sessions judge court of Dibrugarh shall only have the jurisdiction to entertain and try such matter.

The contractor shall be solely responsible to abide by the various labour legislation, laws as amended from time to time such as payment and wages Act, minimum wages Act, employers PF & more provision set, workmen compensation Act etc. The contractor also undertake to indemnify owner from all or any claim of its labours/vendor/supplier etc. & court cases.

The contract shall solely be responsible for safety rules. Contractors must supply and to its labour employees the adequate tools and safety apparatus required to execute work under the contract to any avoid untoward accident.

The contractor must ensure the discipline of its labour/employees during the contract. Any nuisance of its labours/employees shall not be tolerated and in such circumstances, the consequence of the same shall be at the cost of the contractor.

The contractor shall not engage or deploy any person having a criminal record. If at any stage found such person executing the work, the owner will terminate the contract or advice the contractor to change that labour.

In case expiry of validity of contract license during the contract, contractor shall submit the proof of application for license renewal to EIC and submit the renewed license within 2 months from the date of expiry.



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24) Replacement of wiring inside and outside of the equipment shall be in scope of the contractor. Replacement of any component / execution of any job not mentioned above but required for maintenance and smooth operation of air conditioner shall be also in the scope of contractor.

In case, the contractor leaves any job incomplete or fails to complete it in stipulated time or not up to satisfaction of the Engineer-In-Charge, BCPL shall have the liberty to get the job done through other agencies at the cost of contractor.

On expiry of the contract, the contractor shall handover all the package air conditioner units being maintained by the contractor in perfect running condition. Similarly at the time of commencement of the job, all units shall be handed over to the contractor in perfectly running condition.

The contractor shall provide proper identity card for its personnel to be sent from time to time for the subject job, duly signed by the contractor or an authorized person on behalf of the contractor.

The contract is for a period of Two years i.e 24 months, from the date of award of work. This may be extended further on mutual discussion and agreement. BCPL reserves the right to terminate the contract without assigning any reason during the prevalence of the tender period by giving 30 days notice to the contractor.

22) Defect Liability period.

Defect liability period of the contract shall be 3 months which shall be reckoned from the date of completion of the work. During defect liability period contractor stands responsibility for rectifying all defects that may appear in the work executed by the contractor in pursuance of the contract and includes against work executed against the defects in the workmanship



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SECTION – VI

TECHNICAL SPECIFICATIONS [TS]



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TECHNICAL SPECIFICATIONS FOR A/C SYSTEM, WATER COOLER & REFRIGERATORS

DETAILS OF AC SYSTEMS					
	Make	Details	Locations	No. of AC	Total No. of AC
			i) Central Workshop -	10	68
			ii) Township Guest House -	29	
	Videocon	1.5 Ton	iii) Fast Aid Centre -	3	
			iv) GDU, Duliajan -	7	
			v) MFS -	2	
			vi) Canteen Building -	6	
			vii) Central Ware House -	6	
			viii) AFS -	2	
			ix) Central Lab. Building -	1	
			x) Civil office:	1	
			x) BSNL Tower Room -	1	
					18
	Onida	1.5 Ton	i) Central workshop -	10	32
			ii) EIL Site Office -	8	
			i) EIL Site Office -	9	3
	Godrej		ii) CISF CO -	1	
		1.5 Ton	iii) Auxiliary Fire Stn. -	5	
			iv) Main Fire Stn. -	16	
			v) Central Workshop -	1	
	Samsung		i) Central Workshop -	2	2
		1.5 Ton	ii) EIL Site Office -	1	
					2
	LG	2.0 Ton	i) Central Workshop - 02 nos, 2.0 Ton	2	2
	LG	1.5 Ton	i) Central Workshop - 02 nos, 1.5 Ton	2	14
			MFS- 1.5 Ton	1	
	VOLTAS	1.5 Ton	SRR-01: 1.5 Ton	7	
			BSNL Tower Room: 1.5 Ton	1	
			SS-02:	1	
			GDU, Duliajan	1	
			Township Gym:	1	
			Township Telecom Room:	1	
			EIL SITE OFFICE:	1	

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			Canteen Building:	2	53
	VOLTAS	2.0 Ton	SRR-01: 2.0 Ton	1	
			UCR: 02, 2.0 Ton	2	
			SS-12:	1	
			SS-13:	1	
			Central Lab. Building : 2.0 Ton	29	
					24
	BLUESTAR	2.0 Ton	SECURIY CABIN (LOADING AREA DRY WASTE)	6	
			GDU, Duliajan	17	
			CATALYST BUILDING:	1	
			PPU (CHEMICAL STORAGE BUILDING): 11 TR	2	
	BLUESTAR	AC PACKAGE UNIT	PPU (PEROXIDE STORAGE ROOM): 5.5 TR	2	
		(Air cooled condensing unit)	CWH : 8.5 TR	4	
			CATALYST STORAGE BUILDING : 8.5 TR		
			SS-08: 11 TR	2	
			SS-08:16.5 TR	2	
		AC PACKAGE UNIT	SS-15: 11 TR	1	
			SS-15: 5.5 TR	1	
	BLUESTAR	(Air cooled condensing unit)	131 KV SWITCHYARD: 16.5 TR	2	
			GDU, Duliajan: 17.5 TR	4	
			SS-01: 8.75 TR	2	
			SS-02: 17.0 TR	2	
		AC PACKAGE UNIT	SS-03: 17.0 TR	5	
			ACR: 17.0 TR		
	VOLTAS	(Air cooled condensing unit)	SS-09 A: 8.75 TR	6	
			SS-06: 8.75 TR		
			SS-09: 8.75 TR		
	AIR PERFECTION	AC PACKAGE UNIT	SS-02: 8.5 TR	2	
		(Air cooled condensing unit)			
		Tower Acs	UCR:	1	
	VOLTAS	4.0 Ton	CCR:	1	

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EXACSYS (Axis Engineering Pvt Ltd) , Qty -12 nos & Custom Control Company , Qty-01 no.	EXPLOSION PROOF PACKAGE HVAC SYSTEM	GSU (01 no) , ECU (07 no) , LLDPE (03 no) & PPU (02 no).	13	
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DETAILS OF WATER COOLER				
SN.	LOCATION	WATER COOLER (WC)	MAKE	REMARKS
1	Bachelor Hostel-1(Barbaruah)	1	VOLTAS	
2	Bachelor Hostel-2(Barbaruah)	1	VOLTAS	
3	Guest House (Barbaruah)	1	VOLTAS	
4	Admn. Building (Ground Floor)	1	VOLTAS	
5	Admn. Building (Cafeteria)	1	VOLTAS	
6	Admn. Building (F.Floor)	1	VOLTAS	
7	Admn. Building (2nd Floor)	1	VOLTAS	
8	Main Fire Station (MFS)	1	VOLTAS	
9	Central Ware House (CWS)	1	VOLTAS	
10	Site Office (EIL)	1	VOLTAS	
11	Canteen Building	2	-----	
12	Lab Building	1	VOLTAS	
13	Auxiliary Fire Station (AFS)	1	VOLTAS	
14	Utility Control Room	1	VOLTAS	
15	Captive Power Plant	1	VOLTAS	
16	For Switch Yard & 16 Nos. SSs	7	VOLTAS	
17	Product Ware House	1	VOLTAS	
18	BCPL Township (Estate Office)	1	VOLTAS	
19	Duliajan	2	VOLTAS	
20	SRR-1	1	VOLTAS	
21	SRR-2-3	1	VOLTAS	
22	CISF	2	VOLTAS	
23	CCR	2	VOLTAS	
24	UCR	1	VOLTAS	
	TOTAL	34		

Details of Refrigerators at BCPL Site

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S.N.	Location	Nos. of Refrigerators	Capacity of Refrigerators (Nett)	Make
1	Guest House (VIP Room-14)	1	60 liters	Videocon
2	VIP Room-15	1	60 liters	Videocon
3	VIP Room-16	1	60 liters	Videocon
4	VIP Room-17	1	60 liters	Videocon
5	Guest House-Lounge	1	182 liters	Samsung
6	Guest House-Kitchen	1	471 liters	Samsung
7	Guest House-Dining Hall	0		
8	B. Hostel-I	1	529 liters	LG
9	B. Hostel-II	1	182 liters	LG
10	CISF Colony (Barrack)	4	190 Ltrs & 35 Kgs. Dee Frg	
11	CISF B. Accom. At Energy Barrack	0		
12	CISF-Admin Gate	1	190 liters	
13	CISF QTR Barracks	1	190 liters	
14	CISF-Energy Gate	0		
15	Admin. Buliding-Gr. Floor	0		
16	Admin. Buliding-Cafeteria	1	319 liters	Samsung
17	Admin. Building-1st Floor	0		
18	Admin. Building-2nd Floor	0		
19	Office of MD	1		
20	Office of D (F)	1	182 liters	Samsung
21	Office of COO	1	182 liters	Samsung
22	Main Fire Station (MFS)	0		
23	Canteen	2	450 liters	Assembled
24	EIL Site Office (Pantry)	1	182 liters	
25	Lab Building	0		
26	Central Control Room (CCR)	0		
27	Utility Control Room (UCR)	0		
28	Central Workshop (CWS)	0		
29	Central Ware House (CWH)	0		
30	First Aid Centre (FAC)	1	182 liters	
31	Auxiliary Fire Station (AFS)	1		
32	Electrical Sites	0		
33	SRR-1/2/3	0		
34	GDU-Duliajan	1	182 liters	
35	Stock (Admin Building)	1	182 liters	Samsung

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36	Transit Accommodation, Duliajan	1	182 liters	
	TOTAL	26		

TECHNICAL SPECIFICATION FOR AC SPARE PARTS

1. *All the spare parts (other than compressor) of the Air Conditioner/Water Cooler/ Refrigerators that to be replaced should be supplied from OEM or their authorized dealer.*
2. *The Compressors to be replaced should be of following make only:*
 - *Ingersoll Rand*
 - *Emerson*
 - *Tecumseh*
 - *Copeland*
 - *Kirloskar*
 - *Make of compressor which is fitted in a particular AC/Water Cooler/ Refrigerators*

Details of the make and locations of the ACs/Water Cooler/ Refrigerators installed at BCPL site/Township are attached as Annexure-IV.



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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: ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

BID SUBMISSION DUE DATE & TIME : 17.06.2016 at 14:30Hrs

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.

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

TECHNO-COMMERCIAL / UN-PRICED BID

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

SUB: ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

BID SUBMISSION DUE DATE & TIME : 17.06.2016 at 14:30 Hrs.

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.

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING "

"Price Bid – PART - II"

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR "ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS"



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(A Government of India Enterprise)

CUT-OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

SUB: ANNUAL MAINTENANCE CONTRACT OF AMC OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS

TENDER NO.: BCPL/C&P/ LE16W107AS/00003

BID SUBMISSION DUE DATE & TIME : 17.06.2016 at 14:30 Hrs.

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.

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

TENDER NO: BCPL/C&P/ LE16W107AS/00003 FOR “ANNUAL MAINTENANCE CONTRACT OF SPLIT A/Cs, TOWER A/Cs, WATER COOLERS & REFRIGERATORS INSTALLED AT BCPL PLANT OF LEPETKATA/DULIAJAN & BCPL TOWNSHIP FOR A PERIOD OF TWO YEARS”