



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/LE17S190SJ/00925

DATE- 30.06.2017

TENDER DOCUMENT

FOR

**“PROCUREMENT OF GENERAL PURPOSE
GREASE/LUBRICANTS AT BCPL LEPETKATA”**

Tender Submission Date & Time	:	20.07.2017 at 14:30 Hrs
Tender Opening Date & Time	:	20.07.2017 at 15:00 Hrs

EMD Amount	:	Rs 15,000/-
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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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TENDER NO: BCPL/C&P/LE17S190SJ/00925 FOR “PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA”

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.bcpltenders.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 is acceptable?	Yes, Bids shall be submitted only through manual mode in the manner specified elsewhere in tender document.
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC. 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. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy”. (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.



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SL NO.	QUESTIONS	ANSWER
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]



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SECTION - I

INVITATION FOR BID [IFB]

DATED: 30.06.2017

To,

PROSPECTIVE BIDDERS

SUB: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA"

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

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	:	03 Months from the date of LOI/PO
II	Earnest Money Deposit (EMD)	:	Rs 15,000.00
III	BID DUE DATE & TIME	:	20.07.2017 up to 14:30 Hrs
IV	OPENING OF UNPRICED BID	:	20.07.2017 at 15:00 Hrs.
V	VALIDITY OF OFFER UPTO	:	20.10.2017
VI	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.
VII	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 ; https://www.bcpltenders.in ; Govt Website: https://www.eprocure.gov.in
VIII	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	10.07.2017 at 11:30 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.

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



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MAJOR TERMS AND CONDITIONS OF TENDER

I	DELIVERY PERIOD	:	3 Months from date of Purchase order/LOI. Date of dispatch shall be treated as date of delivery.
II	VALIDITY OF OFFER	:	The period of validity of the quotations should not be less than 90 days from the date of opening of technical bid. Quotations with less validity are likely to be ignored.
III	PAYMENT TERMS	:	100 % payment along with taxes and duties within 15 days of receipt and acceptance of materials at site.
IV	TRANSIT INSURANCE	:	Transit Insurance is in the scope of BCPL.
V	SECURITY DEPOSIT	:	The contract performance security as per ITB shall be 10% of Basic Contract Value (without taxes & duties therein) towards faithful performance of the contractual obligations and must be valid 3 months beyond the contract period.
VI	GUARANTEE/WARRANTY	:	As per GCC Clause-20.
VII	PRICE BASIS	:	FOT BCPL LEPETKATA BASIS inclusive of all taxes and duties and freight.
VII	REPEAT ORDER CLAUSE	:	As per General Conditions of Contract Clause-40.
VIII	AWARD CRITERIA	:	Bid of techno-commercially acceptable bidders will be evaluated on item-wise L1 basis & item-wise L1 bidder will be considered for award. For the purpose of evaluation of bid and arriving at the L1 bidder, total evaluated price inclusive all charges, P&F, taxes-duties, freight on FOT Lepetkata basis & less CENVAT Credit, Input Tax credit, if any as quoted by the bidder will be considered.
IX	ORDER OF PRECEDENCE	:	In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts (Goods) & General conditions of contracts (Goods) the following shall prevail to the extent of such irreconcilable conflict in the order of precedence: i) RFQ Covering Letter ii) Special Conditions of Contract iii) Instruction to bidders iv) General Conditions of Contracts (Goods)

(1) 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.



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- (2) 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.
- (3) Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- (4) 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://bcpltenders.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.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

PRE-BID MEETING:

- a) The Bidder(s) or his official representatives, who have already submitted bid document fee (**NOT REQUIRED**), are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries /clarifications in the format (F3) through e-mail/fax/ courier to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) The salient queries raised, including the text of the questions raised (without identifying the sources of the query) and the responses given will be uploaded on BCPL's website and intimation to this effect shall be transmitted to all intended bidders.
- d) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

Bid Document is non-transferable. Bidder must buy the bid document in his own name and submit the bid directly i.e. bids received from bidders in whose name bid document has been purchased (bidder who submitted tender fee in e-tender) shall only be considered.



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Immediately upon receipt of tender information, interested bidder must submit F-1 "Acknowledgement Cum Consent Letter" duly filled-in & signed through e-mail/fax. In case of non-participation in the tender, the bidder is required to submit the reason(s) for non-participation in the format F-1 "Acknowledgement Cum Consent Letter" attached in the tender failing that BCPL may not issue any tender to such bidder in future.

BCPL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever or to place order for part quantity at the sole discretion of BCPL.

A Pre-Bid conference (PBC) is scheduled **on 10.07.2017 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, please contact Sr. Engineer(C&P)/Dy. Manager(C&P), Phone No.: 0373 2914636, Extn: 1387, 1705, E-mail ID: 'sachink.jonwal@bcplindia.co.in';

This is not an Order.

For & on behalf of
Brahmaputra Cracker & Polymer Limited
Sachin Jonwal
Sr. Engineer (C&P)
Ph: +91-0373-2914635/636; +91-7086091317
E-mail: 'sachink.jonwal@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]

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

1.1.1 The bidder should be manufacturers or authorized distributors / authorized dealers / authorized supply houses of “the items as mentioned in SOR of RFQ”

1.1.2 In addition to above criteria, the bidder must have experience of Supplying “Grease/Lubricant oil of Similar Type mentioned in RFQ ” against a Single Order/Contract of minimum Value worth **Rs. 4.8 Lakh** to any Govt./ Semi Govt./ PSU/ MNC/ Public Ltd. Company/ Pvt. Ltd. Company in previous SEVEN years prior to final due date of bid submission .

NB: ‘Supplying’ mentioned above means fully executed and completed.

2.2 **BEC- Financial: (as a single bidder)-Not applicable.**

2.3 **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) [All documents must be duly authenticated/ attested]
	1.1	Technical Experience Criteria – Document All documents to be submitted must be <u>self-attested</u> with legible stamp.	
1.	1.1.1	Experience against Status of Bidder	In case the bidder is a Domestic Manufacturer, must submit a copy of valid documentary evidence (on the final bid due date of submission) for being a manufacturer [i.e. valid Industrial License /Annual Report/ Monthly Excise Return Form (ER-I)/Company Registration Certificate / ISO Certificate / Excise Registration Certificate / Certificate issued by Statutory Authority /NSIC Certificate or equivalent certificate]. In case the bidder is an authorized distributor / dealer of domestic manufacturer, must submit a copy of valid documentary evidence (on the final bid due date of submission) [i.e. valid distributorship/dealership certificate issued by



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/attested]
			the domestic manufacturer with proof of manufacturer ship of their domestic manufacturer as mentioned in Para 1 above].
2.	1.1.2	Experience against Supply of order /contract [Executed /Supplied]	Bidder must submit copy of Purchase Order and proof of POs/Contracts [(i.e. Completion Certificate/Execution Certificate (Fully supplied/executed) issued from purchaser/end user/authorized consultant of owner/Invoice with proof of payment/inspection note etc.) clearly having the reference no. of P.O, Item Description, Quantity executed and actual date of execution/completion]
	1.2	Financial Experience Criteria- Document NOT APPLICABLE	

Note to above Bidder's Eligibility Criteria (point no. 1.1):

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this 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 /Chartered Accountant 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 in the bidding document to meet BEC.

2.4 Methodology for evaluation of Bid:

EVALUATION: - Bid of techno-commercially acceptable bidders will be evaluated on item-wise L1 basis & item-wise L1 bidder will be considered for award. For the purpose of evaluation of bid and arriving at the L1 bidder, total evaluated price inclusive all charges, P&F, taxes-duties, freight on FOT Lepetkata basis & less CENVAT Credit, Input Tax credit, if any as quoted by the bidder will be considered.

Evaluation and Comparison of Bid:

The evaluation of all the techno-commercially acceptable bidders to arrive at the



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lowest evaluated offer shall be done as under:

- i) *Ex-Works/Ex-Factory price quoted by the bidder (including packing, forwarding, taxes and duties, if any, on components and raw materials).*
- ii) *Excise duty including Cess applicable on the finished goods.*
- iii) *Sales Tax/VAT on the finished goods (With form 'C' for CST/ With Concessional form for LST/VAT).*
- iv) *Freight on FOT Lepetkata basis.*
- v) *Less Cenvat benefit towards Excise duty as quoted by bidder.*
- vi) *Less VAT input credit (Applicable only for the parties supplying from Assam.)*
 - *To enable the owner to avail Cenvat Credit & VAT input credit, the supplier shall furnish to owner all certificates and documents including Cenvatable invoice and Vatable Invoice as may be required by the owner to avail the CENVAT credit & VAT input credit with respect to Excise Duty and VAT as mentioned by the bidder in their bids.*
 - *Any uncalled for lump sum/percentage or adhoc reduction / increase in prices, offered by the bidder after opening of the prices, shall not be considered.*
 - *In case of statutory changes, the rate of ED & Cess, CST/VAT & Service Tax, considered for evaluation shall be prevailing rate as on final date of Unpriced Bid opening.*

CPBG: The following CPBG clause shall be incorporated in tender document.

The contract performance security as per ITB shall be 10% of Basic Contract Value (without taxes & duties therein) towards faithful performance of the contractual obligations and must be valid 3 months beyond the warranty period.

PUBLIC PROCUREMENT POLICY:

Public Procurement Policy shall be applicable as per clause mentioned in ITB of Tender document.

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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



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SECTION-III

INSTRUCTION TO BIDDERS [ITB]

(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))



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SECTION-III

INSTRUCTION TO BIDDERS

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



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[G] ANNEXURES:

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

[H] **FORMS & FORMATS**



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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 (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due



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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**

- 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.



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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

6 SITE VISIT-NOT APPLICABLE FOR THIS TENDER

[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 : Technical Specifications/ Special conditions of Contract
- Section-VI : Schedule of Rate [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.



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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://bcpltenders.in> and [Government Website](#)] / communicated to prospective bidders by e-mail/ fax.
- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gailtenders.in>; <http://bcpltenders.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



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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) 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-4'
- (g) 'No Deviation Confirmation', as per 'Form F-5'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-6'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-7'
- (j) 'Agreed Terms and Conditions', as per 'Form F-9'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-10'
- (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-11.
- (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 Annexure.
- (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 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.



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- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of un-priced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties and 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.



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- 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.

13 TAXES & DUTIES

13.1 Statutory Variation in Taxes & Duties:

Bidder shall quote prices inclusive of excise duty & sales tax applicable on finished product. Any statutory variations in excise duty & sales tax on finished product during the Contractual Completion Period, shall be to the Employer's account for which the bidder will furnish documentary evidence(s) in support of their claims to BCPL. However, any increase in the rate of these taxes & duties [E.D. and S.T.] beyond the Contractual Completion Period shall be to bidder's account and any decrease shall be passed on to BCPL. The bidder shall be responsible for full and exclusive liability at his own cost for the payment of any and all taxes, duties and levies etc that are payable to any government, local or statutory authority in any country including India as are now in force or as hereafter imposed, increased or modified and as are payable by bidder, his agents, sub-Contractor's and their employees etc., for performance and work under this contract. The bidder shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid and the contract shall not be varied in any way on this account.

13.2 Sales Tax/Turnover Tax:

- 13.2.1 Pursuant to above Clause, Sales Tax will be payable on submission of documentary evidence at actual subject to maximum of the rates quoted by the BIDDER if there is no statutory variation.

In case of statutory variation in Sales Tax, the BIDDER will submit the Government Notification to evidence the rate as applicable on the date of submission of the bid and on the date of supply as actually paid by the BIDDER. Difference between two will be payable by Employer subject to maximum of variation between the rates quoted by the bidder and the rates as applicable on the date of supply as actually paid by the BIDDER i.e. if the quoted rates are found erroneous then the base rates for calculation of statutory variations for the purpose of reimbursement of Sales Tax shall take into



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account either the rates actually prevalent on the due date of submission of bid or the erroneous rates, indicated by the Bidders whichever is beneficial to Employer.

13.2.2 Bidder should quote all-inclusive prices including the liability of **Sales Tax/Turnover Tax** whether on the works contract as a whole or in respect of bought out components used by the Contractor in execution of the Contract. Employer shall not be responsible for any such liability of the Contractor in respect of this Contract.

13.2.3 Bidders are required to provide CENVATABLE / VATABLE invoices with respect to Excise Duty, VAT/CST/LST and Service Tax in all cases which shall be raised as per the details provided in detailed Order / Letter of Acceptance. It shall be the responsibility of the bidder to pass on the CENVAT Credit benefit to BCPL, wherever applicable with respect to Excise Duty, VAT/CST/LST and Service Tax. In case BCPL loses any benefit / amount of CENVAT Credit, due to any fault of the bidder (i.e. non submission of proper invoice timely), which could otherwise have been availed by BCPL as per rules, the same shall be recoverable from the contractor or Vendor / not paid to the Vendor. In case the certificate/documents are not provided for aforesaid amount of Excise Duty and Service Tax, the shortfall amount will be recovered from the bidder's Invoice. Bidder to quote their rates/prices considering Excise Duty and CST / LST / VAT (rates and amount) without concessional form for CST / LST / VAT which will be payable on the finished goods, if this contract is awarded.

13.3 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).

13.4 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'.

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'.



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- 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-

In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall not be treated as non-responsive & shall be rejected.

However, PSUs & SSI are exempted from payment of EMD.

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee from any Indian Scheduled Bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids may not be considered/opened.

Firms registered with NSIC will be exempted from payment of Earnest money/Bid Bond provided they are registered for the items they intend to quote against BCPL tender.

Small scale Industries units registered with the NSIC, under its single point

17 PRE-BID MEETING –

- The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.
- The bidder is requested to submit their queries /clarifications in the Format F16 of SECTION III of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.



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If the Pre-bid date happens to be a Holiday/Sunday, the next working day will be considered for pre-bid meeting.

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

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA



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19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BCPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Delivery Schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Bank Guarantee / Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

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



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21 SUBMISSION, SEALING AND MARKING OF BIDS

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

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on GAIL's/BCPL's website/ communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the 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.



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

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

BCPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for BCPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which BCPL shall respond quickly.

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 Un-priced Bid Opening:

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



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26.2 ***Priced Bid Opening:***

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

26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.

26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 **CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

28 **CONTACTING THE EMPLOYER**

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

28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

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

29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;



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- (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,
- 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 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.



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- (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

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.



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- 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.
- 37.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the Performa 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 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



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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.
- 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.co.in)
- 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.



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40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply up-to 20% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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-splittable 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 at least 51% share in the unit
- c) In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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 :



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- 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.
- 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-NOT APPLICABLE FOR THIS TENDER

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

- 43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 43.3 Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.



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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 Brahma Putra 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 Brahma Putra 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. Brahma Putra 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. Brahma Putra 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

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



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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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Annexure-I

PROCEDURE FOR ACTION IN CASE

CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

A Definitions:

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

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

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

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

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

A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.

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



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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 GAIL for a period specified in para B 2.2 below from the date of issue of banning order.

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

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



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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.

E. Appeal against the Decision of the Competent Authority:



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- E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month of receipt of banning order.
- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- F. 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:

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**



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- (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.
- iv) 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 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



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

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



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5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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

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

- 8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement



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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 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. 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 & 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
Authorized 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	Failure of severe nature	0 marks
- low severe nature and safety of the system	- Moderate nature	5 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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1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	Marks Allocated
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 (up to the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



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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/LE17S190SJ/00925				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Supply: PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☐
APPLICABLE	☐				
NOT APPLICABLE	☐				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Sachin Jonwal, SE (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: sachink.jonwal@bcplindia.co.in ;				
C. PREPARATION OF BIDS					
ITB clause	Description				



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11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents: <u>Refer SCC</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 3 (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/LE17S190SJ/00925
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: Sachin Jonwal, SE (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: sachink.jonwal@bcplindia.co.in ;
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India



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(भारत सरकार का उपक्रम)

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. 03732914636.

Email id: sachink.jonwal@bcplindia.co.in

Date: **20.07.2017**

Time: 15:00 Hrs.

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-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 clause No.38 of Section –III 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" data-bbox="610 352 1229 535"><tr><td data-bbox="610 352 925 443">APPLICABLE</td><td data-bbox="925 352 1229 443">☐ YES</td></tr><tr><td data-bbox="610 443 925 535">NOT APPLICABLE</td><td data-bbox="925 443 1229 535">☐ NO</td></tr></table> Whether tendered item are split able.	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				
41	Provision of AHR Item : <table border="1" data-bbox="610 911 1229 1058"><tr><td data-bbox="610 911 925 984">APPLICABLE</td><td data-bbox="925 911 1229 984">☐ No</td></tr><tr><td data-bbox="610 984 925 1058">NOT APPLICABLE</td><td data-bbox="925 984 1229 1058">☐ Yes</td></tr></table>	APPLICABLE	☐ No	NOT APPLICABLE	☐ Yes
APPLICABLE	☐ No				
NOT APPLICABLE	☐ Yes				
Clause No. 27.3 of GCC	Bonus for Early Completion: <table border="1" data-bbox="610 1157 1229 1304"><tr><td data-bbox="610 1157 925 1230">APPLICABLE</td><td data-bbox="925 1157 1229 1230">☐ NO</td></tr><tr><td data-bbox="610 1230 925 1304">NOT APPLICABLE</td><td data-bbox="925 1230 1229 1304">☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				



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FORMS & FORMATS



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

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LIST OF FORMS & FORMAT

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F-7	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
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F-11	UNDERTAKING ON LETTERHEAD
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(भारत सरकार का उपक्रम)
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: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA"

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

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:
8	Telephone Number	_____ (Country Code) (Area Code)

**TENDER NO: BCPL/C&P/LE17S190SJ/00925 FOR "PROCUREMENT OF GENERAL PURPOSE
GREASE/LUBRICANTS AT BCPL, LEPETKATA**



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Brahmaputra Cracker and Polymer Ltd.

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	[Mobile & Landline]	(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 (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.)
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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

F-2

BID FORM

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA"

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of "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 " as specified in Section-III 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/LE17S190SJ/00925 FOR "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL, LEPETKATA"



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(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

F-3

LIST OF ENCLOSURES

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA”

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

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. Power of Attorney*
7. Duly certified document from chartered engineer and or chartered accountant.

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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F-4

LETTER OF AUTHORITY

[Performa 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: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA"

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

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/LE17S190SJ/00925 FOR "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL, LEPETKATA"



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

F-5

NO DEVIATION" CONFIRMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA"

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

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:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

F-6

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA"

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

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/LE17S190SJ/00925 FOR "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL, LEPETKATA"



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

F-7

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA"

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

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 there under. It is expressly understood and agreed that the Employer is authorized to enter into Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Employer is not 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/LE17S190SJ/00925 FOR "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL, LEPETKATA"



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(भारत सरकार का उपक्रम)
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F-8

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/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/awarded the job/work of _____ vide PO/LOA/FOA/LOI

No. _____ dated _____ for M/s Brahma Putra Cracker and Polymer Limited (A Government of India Enterprise) having Registered Office at Hotel Brahma Putra Ashok, M.G. Road; Guwahati-781001, Assam (herein after called the "BCPL" which expression shall wherever the context so require includes is successors and assignees).

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

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

1. We _____

hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to M/S BRAHMAPUTRA CRACKER AND POLYMER LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as BCPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said

**TENDER NO: BCPL/C&P/LE17S190SJ/00925 FOR "PROCUREMENT OF GENERAL PURPOSE
GREASE/LUBRICANTS AT BCPL, LEPETKATA**



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M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid up-to _____ (this date should be 90 days after the expiry of defect liability period/guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.

6. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other Guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.



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(A Government of India Enterprise)

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of the Bank

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

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

.....



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(भारत सरकार का उपक्रम)
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(A Government of India Enterprise)

F-9

AGREED TERMS & CONDITIONS

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA"

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

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	VENDOR'S CONFIRMATION
1	Specify Dispatch Point	
2	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation Given / confirmed herein above shall prevail.	
3	Transit insurance-Confirm price quoted excludes transit insurance	
4	Taxes & Duties : a) Applicable taxes, duties, levies, etc. strictly In accordance with the terms and conditions specified in RFQ b) However, any new taxes & duties, if imposed by Govt. of India after the date of bid submission but before the contractual delivery date, shall be reimbursed to the supplier on submission of documentary evidence for proof of payment to Govt. authorities and after	
5	a. Tarrif sub-heading No. b. Confirm the present rate of Excise Duty (in %) considered in the price bid. c. Confirm acceptance of variation in tax/duties as stipulated under clause no. 12 of Section II of tender document.	 (%)
6.1	Please indicate following break-up a) Cenvatable Excise Duty b) Non-Cenvatable Excise Duty	%%

TENDER NO: BCPL/C&P/LE17S190SJ/00925 FOR "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL, LEPETKATA"



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

6.2	The payment against Cenvatable portion shall be made at actuals subject to maximum given at 6.1 (a) above. Confirm acceptance. Material supplied will be eligible for CENVAT Credit and vendor shall furnish all documents as required to avail the same.	
6.3	The Cenvatable portion of Excise Duty shall be released on receipt of CENVATABLE documents. Confirm acceptance.	
6.4	a) Clarify whether Excise Duty will be applicable on freight charges also. b) In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. c) Only statutory variations, if any, in the present rate of excise duty, up-to the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the vendor.	
7.	Sales Tax: a) Specify CST/ VAT b) Confirm the present rate of CST against form 'C' (in %) / VAT (in %) considered in the price bid:	(%)
	c) Clarify whether Sales Tax will be applicable on freight charges also.	
	d) In case Sales Tax is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Vendor. Confirm acceptance. e) Only statutory variations, if any, in the present rate of CST/LST/VAT, up-to contractual delivery period shall be to Owner's account subject to documentary evidence to be Furnished by the vendor. f) If CST/LST/VAT is not applicable at present due to any reason, the same shall be borne by vendor if it becomes applicable later.	
8.	Confirm that in the event of order, bidder shall pass on the minimum amount of Cenvat benefit to BCPL as mentioned by Them in the price bid. Otherwise, BCPL shall deduct the Differential amount as stipulated in tender document.	
9.	Price Reduction on delay in delivery: a) Confirm acceptance of price reduction schedule for delay in completion period b) In case of delay, vendor will reduce the invoice amount by applicable reduction	



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10.	Part Order: Confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity than tendered quantity as per its discretion)	
11.	Repeat Order: Confirm acceptance of REPEAT ORDER within 6 (six) months as per ITB	
12.	Confirm acceptance on Performance Bank Guarantee (for successful bidder):	
13.	VALIDITY: Confirm that the offer shall be valid up to 90 days from the bid due date/extended due date.	
14.	a) Confirm your offer is in total compliance with BID Document Containing technical specifications including General / Technical notes and scope of supply including documentation is as per tender and subsequent Technical amendment and Technical Corrigendum, if any, without any deviation. b) Confirm your offer is in total compliance with BID documentation containing commercial terms and conditions as per the following documents, without any deviation: i) General Conditions of Contract (Goods) ii) Request for Quotation (RFQ) iii) Instructions to Bidders (ITB) iv) Special Conditions of Contract Deviation to Terms & Conditions shall lead to rejection of offer	
15.	Whether any of the Directors of Vendor is a relative of any Director of Owner or the vendor is a firm in which any Director of Owner or his relative is a Partner or the vendor is a private Company in which any director of Owner is a member or Director.	
16.	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly Stated. This does not necessarily be cause for disqualification. However if this declaration is not Furnished the bid shall be rejected as non-responsive.	
17.	The quoted rates shall remain FIRM & FIXED till complete execution of order/Contract period, whichever is earlier	
18.	The same has been signed by authorized signatory with company seal affixed as token of acceptance and uploaded with un-priced bid	
19.	Bidder accepts PAYMENT TERMS as per tender	
20.	Bidder accepts DELIVERY SCHEDULE as per tender	
21.	Bidder accepts Guarantee clause as per as per tender	



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22.	Bidder accepts Arbitration/Resolution of Dispute clause	
23.	Bidder accepts Force Majeure clause.	
24.	Bidder confirms that they have not asked for any advance payment.	
25.	Bidder confirms that prices quoted by them are on FOT, BCPL-Site basis, Lepetkata.	
26(i)	Whether bidder falls under MSE Act.	
(ii)	Whether bidder is MSE own	
27.	Confirm that proper page nos. have been given in sequential way in all the documents submitted along with your offer with Index	
28.	Confirm that any correction in documents submitted in Physical form along with Un-priced part of bid Has been initialed and stamped by the authorized person.	
29.	Does your organization have an environment policy?	
30.	Does your organization have ISO 14001 certification, if so, since when?	
31.	Confirm that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws	
32.	Confirm that the contents of the tender documents, its enclosures, amendment(s) /corrigenda/addenda etc. have not been modified or altered and in case, it is found that the tender document has been modified / altered by the bidder, the bid at any stage, shall be liable for rejection	
33.	PURCHASE reserves the right at the time of award of ORDER to increase or decrease the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASE and the Seller.	
34.	Confirm that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

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: “PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA”

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

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 :

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UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA"

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

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:



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BIDDER'S EXPERIENCE

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT
BCPL LEPETKATA"**

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

Sl. No	Description 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/LE17S190SJ/00925 FOR "PROCUREMENT OF GENERAL PURPOSE
GREASE/LUBRICANTS AT BCPL, LEPETKATA**



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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:

SL. 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) (Not Applicable in case of e-bidding)		
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/ uploaded in case of e-bid.		
5.0	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

S N O	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	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	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	STATUS OF BIDDER (As stipulated in BEC, 1.1.1)	Domestic manufacture/authorized distributor / dealer of domestic manufacturer or importer/ distributor/ dealer of overseas manufacturer/supplier/Self certification by user of captive consumption towards	YES	NO
A	Domestic Manufacturer	Valid Industrial License /Annual Report/ Monthly Excise Return Form (ER-I)/Company Registration Certificate / ISO Certificate / Excise Registration Certificate / Certificate issued by Statutory Authority /NSIC Certificate or equivalent certificate.	YES	NO
B	Authorized distributor / dealer of domestic manufacturer or importer/ distributor/ dealer of overseas manufacturer/supplier	Valid distributorship/dealership certificate issued by the domestic manufacturer or importer ship/ distributorship/dealership certificate issued by overseas manufacturer/supplier with a proof of principal being a manufacture of the quote item.	YES	NO
4.	Bidder experience of execution/completion of a single order/contract (Import/Export)(as stipulated in BEC,1.1.2)	Execution/Completion Certificate issued from purchaser/end user/ authorized consultant of owner/Invoice/Bank certificate of export /proof of payment/inspection note/Bill of Entry/shipping bill in case of import/export consignment etc.) clearly having the reference no. of P.O. / Import Order/export order, Item Description, Quantity executed/imported/exported and actual date of execution/import/export completion.	YES	NO
A	ORDER COPY	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
B	ORDER COPY	Duly NOTARISED by Notary Public with legible stamp	YES	NO
C	COMPLETION/EXECUTION	Has been issued by the End User / Owner /	YES	NO

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	CERTIFICATE	Authorized Consultant of Owner.		
D	COMPLETION/EXECUTION CERTIFICATE	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
E	COMPLETION/EXECUTION CERTIFICATE	Duly NOTARISED by Notary Public with legible stamp	YES	NO
5	TECHNICAL SPECIFICATIONS AS MENTIONED IN SCC.			
A	Product data Sheet	Each bidder will have to submit the detail product data sheet and Material Safety Data Sheet along with detailed technical description for each quoted product mentioned in SOR.	YES	NO
B	Compatibility Certificate For equivalent brand to Item mentioned in SOR.	For any equivalent brand, the bidder will have to submit Compatibility Certificate along with their bids for respective brands.	YES	NO
6	FINANCIAL CRITERIA AS STIPULATED IN BEC (not applicable in this Tender)			
6i.	Financial Documents – Turn Over	Audited 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 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 three (3) preceding financial years, i.e. FY: 2014-2015, 2013-2014 & 2012-2013 along with un-price bid.	YES	NO
6ii	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.	YES	NO
A	Balance Sheet/s & Profit & Loss Statements as in 5i, & 5ii above	Duly attested by Notary Public with legible stamp	YES	NO



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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	YES	NO
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.	YES/ NA	NO
7.	Tender Document signed & stamped	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
8.	SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
9.	FORM 1 TO 17 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO
Non-uploading 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.				



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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:

- 1. All documents [to be submitted] are required to be Certified/Attested by both Chartered Engineer and Notarized by Notary Public with legible stamp[NOT APPLICABLE]**
- 2. If the bidder is submitting only one order & its completion/execution Certificate (as applicable), then sl no. A to be filled in.**
- 3. Likewise, If the bidder is submitting more number of orders and their completion/execution Certificates (as applicable), then sl no. A, B , C, D etc shall be applicable. [In below table, upto sl no. 'D' is mentioned. Bidder to increase rows if intend to submit more documents]**

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		

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B	2 nd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
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	

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D	4 th Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
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	

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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:

- Format-15 (to be Submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.**
- 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.**
- 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: 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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FORMAT FOR CERTIFICATE FROM BANK

IF BIDDER'S WORKING CAPITAL IS INADEQUATE

(NOT APPLICABLE IN THIS TENDER)

(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)
(herein after 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



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FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL

CAPABILITY OF THE BIDDER

(NOT APPLICABLE IN THIS TENDER)

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

Name of Audit Firm:

Chartered Accountant

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Membership No.

Instructions:

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



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BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA"

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

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 : _____



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

F-17

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]



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CONSENT LETTER ON ACCEPATNCE OF GENERAL CONDITIONS OF CONTRACT – GOODS (GCC)

NIT/RFQ NUMBER: BCPL/C&P/LE17S190SJ/00925

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 – Goods

http://bcplonline.co.in/content/tender/GCC_Goods.pdf

Thanking you,

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

Name:

Designation:

Company Seal:



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SECTION – V

SPECIAL CONDITIONS OF CONTRACT AND TECHNICAL SPECIFICATIONS



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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SPECIAL CONDITIONS OF CONTRACT (SCC)

2. Purchaser's right to vary quantity(s) at the time of award

PURCHASER reserves the right at the time of award of ORDER to increase or decrease by up to 15% the quantity of GOODS specified in the Schedule of Rates (in respect of each item of scope), without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASER and the Seller.

3. Documents to be submitted while delivering the Products:

- a) Technical Data Sheet and Material Safety Data Sheet to be submitted along with the bid for technical evaluation of the products.
- b) For any equivalent brand, the bidder will have to submit Compatibility Certificate along with their bids for respective brands.

4. Bid Validity:

Bids shall be kept valid for minimum of three (03) months from the bid opening date. A bid valid for a shorter period may be rejected by BCPL as non-responsive.

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

5. Delivery Schedule:

Within 03 months from the date of placing of the PO.

6. Repeat Order Clause:

The Tender will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six months from the date of supply at the cost and same terms & conditions. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

7. Packing Instructions:

Packing should be such that there is no damage/leakage to the stores even in the worst condition of transportation & shall protect the product during transport, handling and storage.

8. Labelling:

Each packing shall be labelled to indicate the Supplier's name, P.O. No., description, part No., quantity, batch no. etc. to ensure traceability.



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9. DISPATCH DOCUMENTS:

- 1) Commercial Invoice (Original)
- 2) Excise invoice (if applicable) to be sent along with the truck/tanker
- 3) Delivery Challan
- 4) Original LR
- 5) Test Certificate/Analysis report
- 6) Warranty/ Guarantee Certificate

10. INSPECTION / CERTIFICATE OF ANALYSIS

Each supply (Lot) of material shall be accompanied by MSDS and Certificate of Analysis (COA). COA should be in line with BCPL's required specification i.e COA should contain analysis report of all the technical specifications. Supplier should submit manufacturer's test certificate along with each consignment, clearly indicating the relevant parameters on the letter head from the manufacturer with proper company seal.

11. PRICE REDUCTION SCHEDULE:

The portion of supply completed in all respect, which can be used for commercial operation, shall not be considered for applying PRS, if delivered within contractual delivery period. In case of delay in delivery of each lot of materials beyond contractually agreed delivery schedule, price reduction schedule will be applicable @0.5% of the delayed delivery value per week of delay or part thereof. However, total deductions on account of PRS shall not exceed 5% (FIVE PERCENT) of the total order value. The PRS shall be applicable on basic order value excluding taxes and duties.

12. SUPPLY OF MATERIAL BY AUTHORIZED DEALERS/DISTRIBUTORS:

If an authorized dealer becomes eligible by virtue of dealership/distributorship certificate issued by a manufacturer 'X', then in the event that bidder becomes the successful bidder and order is awarded to such dealer/distributor, they have to necessarily supply only from the manufacturer 'X' (based on which bidder had qualified BEC) and not from any other manufacturer. A stipulation to this effect will be incorporated in the purchase order.

13. EARLIER DELIVERY:

If order is awarded at a higher rate for the sake of earlier delivery, the following provisions shall apply enabling BCPL to realize compensation for the extra cost due to delay in supply:



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“It should be noted that if a contract is placed on a higher bidder as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the contractor will be liable to pay to BCPL the difference between the contract rate and the rate quoted by the lowest acceptable bidder in case of failure to complete the supply in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is without prejudice to other rights and remedies available to BCPL, under terms of contract.”

In such cases, the following clause shall be incorporated in the purchase order:

“It should be noted that on your assurance of delivery of materials strictly as per agreed schedule, this order has been placed on you in preference to the lowest acceptable tender. In case of failure to complete supplies against this contract in terms thereof within the date of the delivery specified herein, you would be liable to pay to the BCPL, the difference between the contract rates and those of the lowest acceptable tender, i.e., Rs. _____ per unit, notwithstanding the fact that the delay in supply may have been caused by force majeure. This is without prejudice to the right of the BCPL to recover all other losses and right of cancellation and repurchase at your risk and expense.”

14. PAYMENT TERM:

100% payment shall be release within 15 days after receipt & acceptance of materials at BCPL's Site.

15. TRANSPORTATION:

Transportation up to LEPETKATA shall be in scope of SELLER. Further, materials are required to be dispatched on door delivery basis through a reliable bank approved Road Transport Company unless the transport company is named by the Owner.

16. TRANSIT INSURANCE:

Transit insurance shall be arrange & borne by supplier.

17. QUANTITY VARIATION:

Quantity variation/tolerance up to $\pm 5\%$ (five percent) of the supplied quantity is applicable. The payment shall be made based on the actual quantity of material supplied as per provision of purchase order.



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18. SECURITY DEPOSIT-CUM-CPBG:

The successful bidder, within 15 days of the receipt of order/Letter of Intent, will be required to submit Security Deposit/Contract cum Performance Bank Guarantee for 10% of the total contract value (excluding taxes and duties) in the form of Bank Guarantee issued by 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 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.

The validity of Contract cum Performance Bank Guarantee shall be for 90 days beyond guarantee/warranty period of the goods supplied.



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Technical Specifications Sheet-I

INDICATIVE PROPERTIES OF GENERAL PURPOSE GREASES

S N	Material Code	GREASES	GRADE	TYPE	PROPERTIES AND SERVICES
1	5506040043	SERVOGEM EP-2 or Eqv.	NLGI Gr. 2	Lithium-based Extreme Pressure Grease (Flash point (COC), °C Min. = 180)	Servo gem EP greases possess extreme pressure (EP) properties and prevent welding and seizure of moving parts often caused by shock loading. Servo gem EP greases meet IPSS: 1-09-005-1999 and IS: 7623-1993 (Second Revision) Reaffirmed 2001 specification. These greases are recommended for both plain and anti-friction bearings in a wide variety of applications such as automotive, earth moving equipments, gear couplings, electric motors, mining equipments and general industrial machinery. Servo gem EP 2 grease is a lime base grease developed to meet the IPSS 1-09-009-1997 requirements. The product is suitable for lubrication of severely loaded bearings at a temperature of (-) 20 to +650C where ingress of water cannot be avoided. Colour: Dark Brown.
2	5506040233	SERVOGEM EP-3 or Eqv.	NLGI Gr. 3	Lithium-based Extreme Pressure Grease (Flash point (COC), °C Min. = 180)	Servo gem EP 3 grease has better water washout resistance, higher anti wear properties, superior thermal and oxidation stability and resistance to water washout. Colour: Dark Brown.
3	5506040263	GREASE, LGWA 2 or	NLGI Gr.2	Lithium complex Soap and Mineral base oil type Operating temperature range= -30 to +140 °C	LGWA 2 is premium quality mineral oil based lithium complex grease with extreme pressure (EP) performance. LGWA 2 is recommended for general industrial and automotive applications, when loads or temperatures exceed the range of general purpose greases. Colour: Amber. • Excellent lubrication at peak temperatures up to 220 °C (430 °F) for short periods • Protection of wheel bearings operating under severe conditions • Effective lubrication in wet

TENDER NO: BCPL/C&P/LE17S190SJ/00925 FOR "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL, LEPETKATA



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S N	Material Code	GREASES	GRADE	TYPE	PROPERTIES AND SERVICES
		Eqv.		Dropping point DIN ISO 2176 is >250 °C	conditions • Good water and corrosion resistance • Excellent lubrication under high loads and low speeds
4	5506040013	SERVOGEM 2 or Eqv.	NLGI Gr. 2	Lithium-based Grease (Flash point (COC), °C Min. = 180)	Servo gem greases are premium quality, lithium soap, and multipurpose industrial greases. These greases possess excellent water resistance properties, high oxidation stability, and maximum structure stability, high level of anti-rust and anticorrosion properties. They give outstanding performance under varying operating conditions. These grades are suitable for lubrication under sub-zero (-25°C) to reasonably high (140°C) temperature conditions. Servo gem 2 has excellent pump ability characteristic. Colour: Light Brown. Performance Benefits: Servo gem greases • Have excellent high and low temperature properties. It can be dispensed at low temperatures and will maintain adequate stay put property at the higher temperatures. • Resists effectively water washout in use. • Provides resistance to oxidation, rust and corrosion assuring adequate lubrication over extended service periods.
5	5506040023	SERVOGEM 3 or equivalent	NLGI Gr. 3	Lithium-based Grease (Flash point (COC), °C Min. = 180)	Technical Characteristics: • Kinematic Viscosity cSt @ 100°C= 16-18 • Viscosity Index, Min.= 90 • Flash point (COC), °C Min.= 180 • Pour Point, °C Max.= (-) 9 Performance Standards: • API Service GL 4 • IS: 1118-1957 (Reaffirmed 1993) • UK Defence CS 3000A • US military MIL-L-2105
6	5501010413	SERVO	SAE HP 90	GEAR OIL	

TENDER NO: BCPL/C&P/LE17S190SJ/00925 FOR "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL, LEPETKATA



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S N	Material Code	GREASES	GRADE	TYPE	PROPERTIES AND SERVICES
		GEAR HP 90 Or Eqv			Performance Benefits: • Servo Gear HP oils • Satisfy the lubrication requirements of a wide variety of gears. • Provide protection against wear, due to good EP characteristics • Give long service life even under high temperature operation since it has excellent oxidation stability • Provide good protection against corrosion

NOTE:

- 1) The above properties/specifications are indicative only. Each bidder will have to submit the detail product data sheet along with detailed technical description for each quoted product.
- 2) For any equivalent brand, the bidder will have to submit Compatibility Certificate along with their bids for respective brands.



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(A Government of India Enterprise)

Technical Specifications Sheet-II

Sr. No	Material Code	Short Text	Long text	Make / Brand Offered
1	5506040043	GREASE,SERVOGEM EP-2	GREASE, INDUSTRIAL,TYPE:LITHIUM BASE,BRAND NAME:SERVOGEM EP-2	
2	5506040233	GREASE,SERVOGEM 3	GREASE,INDUSTRIAL,TYPE:MULTIPURPOSE,BRAND NAME:SERVOGEM 3, GRADE:SERVOGEM EP3,GREASE,SERVOGEM EP 3, GREASE,INDUSTRIAL,TYPE:MULTIPURPOSE,BRAND NAME:SERVOGEM EP 3	
3	5506040263	GREASE,LGWA2	GREASE,INDUSTRIAL,TYPE:LITHIUM COMPLEX GREASE EP, BRAND NAME:LGWA2 ,GRADE:NLGI GRADE 2, COLOUR- AMBER,SOAP BASE- LITHIUM COMPLEX, LGI CONSISTENCY- 2,BASE OIL TYPE:MINERAL ESTER, PENETRATION WORKED-265-295 DROPPING POINT°C (DIN ISO 2176)°C :> OR EQUAL TO 250, ASE OIL VISCOSITY 40 °C,MM2/S:185	
4	5506040013	GREASE,SERVOGEM 2	GREASE,INDUSTRIAL,TYPE:MULTIPURPOSE ,BRAND NAME:SERVOGEM 2	
5	5506040023	GREASE,SERVOGEM 3	GREASE,INDUSTRIAL,TYPE:MULTIPURPOSE ,BRAND NAME:SERVOGEM 3	
6	5501010413	OIL,IOCL/EQUIV.	OIL,INDUSTRIAL,TYPE:SERVO GEAR HP 90 , VISCOSITY GRADE:SAE GRADE :HP 90 , BRAND NAME:IOCL OR ITS EQUIVALENT ,SERVO GEAR HP 90, SA GRADE :HP 90,KINEMATIC VISCOSITY CST @ 100°C = 16-18, VISCOSITY INDEX, MIN. = 90,FLASH POINT (COC),°C MIN. = 180, POUR POINT, °C MAX. = (-) 9, AND MEETS API SERVICE GL 4, IS: 1118-195 (REAFFIRMED 1993), UK DEFENCE CS 3000A, US MILITARY MIL-L-2105	

Note:

For any equivalent brand, the bidder will have to submit Compatibility Certificate along with their bids for respective brands.



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SECTION – VI

SCHEDULE OF RATES [SOR]



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

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UN-PRICED BID (PART-I)

SCHEDULE OF RATE

PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS, BCPL LEPETKATA

**BIDDER MUST MENTION AS “QUOTED” IN SOR IN UN-PRICED
RELEVANT COLUMN**



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(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(A Government of India Enterprise)

Brahmaputra Cracker & polymer Limited

SCHEDULE OF RATES

Tender No.: BCPL/C&P/LE17S190SJ/00925 Dated 30.06.2017 for PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL, Lepetkata , Dibrugarh

Offer No. & Date:

Offer No. & Date:																		
SR. No.	SAP PR Sl. No.	Material Code Purchase	Material Description	Long Description	UOM	Qty	Unit Ex-works Price excluding Pkg / Fwd,ED & Sales tax	P&F charges/Unit		Excise Duty & cess/Unit		Sales Tax with Form-C / VAT Per unit		Cenvat benefits Against ED		Freight (To & Fro)/Per unit	Total FOT BCPL ,Lepetkata price	
								%	Amount	%	Amount (RS.)	%	Amount	%	Amount	Amount	Amount	
					A	B	C	D	E	F	G	H	I	J	K	L	M = (C+E+G+I+L)* B	
							In figure (Rs.)											
1	1	5506040043	GREASE,SERVOGE M EP-2	AS PER Technical Specification Sheet	KG	2,098												
2	2	5506040233	GREASE,SERVOGE M 3		KG	1,536												
3	3	5506040263	GREASE,LGWA2		KG	180												
4	4	5506040013	GREASE,SERVOGE M 2		KG	380												
5	5	5506040023	GREASE,SERVOGE M 3		KG	590												
6	6	5501010413	OIL,IOCL/EQUIV.		L	420												
TOTAL AMOUNT (AFTER SUMMING UP COLUMN M) IN FIGURE																		

TENDER NO: BCPL/C&P/LE17S190SJ/00925 FOR "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL, LEPETKATA



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

TOTAL AMOUNT (AFTER SUMMING UP COLUMN M) IN WORDS		
Name of authorized person submitting the tender on behalf of the Bidder (s):		
Designation of authorized person:		
Name of firm / Contractor:		
Address of firm / Contractor:		
Date:		
Note:	1. Price FOT site Basis. 2. Taxes and Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site basis. 3. Bidders are required to quote the rates strictly as per the above SOR format and not to use any other format. All columns should filled otherwise it shall be presumed as inclusive. If offer is received in format other than the tendered SOR, they shall be summarily rejected. 4. The benefit of Cenvat credit shall be considered for evaluation of bids. 5. Owner / BCPL will reimburse the excise duty to the Contractor at actuals against submission of cenvatable invoices issued in accordance with rules to enable Owner/BCPL to claim cenvat credit of Excise duty. 6. Any error in quoting taxes & duties to bidders account. Statutory Variation in taxes & duties during contractual completion period shall be to BCPL account on submission of documentary evidence.	

Place:

ON BEHALF OF M/s. _____ SIGNATURE OF AUTHORIZED SIGNATORY
NAME, DESIGNATION STAMP

TENDER NO: BCPL/C&P/LE17S190SJ/00925 FOR "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL, LEPETKATA



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(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

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PRICED BID (PART-II)

SCHEDULE OF RATE

PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS, BCPL LEPETKATA

**BIDDER MUST MENTION AS “PRICE” IN SOR IN PRICED BID IN
RELEVANT COLUMN**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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Brahmaputra Cracker & polymer Limited

SCHEDULE OF RATES

Tender No.: BCPL/C&P/LE17S190SJ/00925 Dated 30.06.2017 for PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL, Lepetkata, Dibrugarh

Offer No. & Date:

Offer No. & Date:																		
SR. No.	SAP PR Sl. No.	Material Code Purchase	Material Description	Long Description	UOM	Qty	Unit Ex-works Price excluding Pkg / Fwd,ED & Sales tax	P&F charges/Unit		Excise Duty & cess/Unit		Sales Tax with Form-C / VAT Per unit		Cenvat benefits Against ED		Freight (To & Fro)/Per unit	Total FOT BCPL ,Lepetkata price	
								%	Amount	%	Amount (RS.)	%	Amount	%	Amount	Amount	Amount	
							C	D	E	F	G	H	I	J	K	L	M = (C+E+G+H+L)* B	
							In figure (Rs.)											
1	1	5506040043	GREASE,SERVOGEM EP-2	AS PER Technical Specification Sheet-II	KG	2,098												
2	2	5506040233	GREASE,SERVOGEM 3		KG	1,536												
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TOTAL AMOUNT (AFTER SUMMING UP COLUMN M) IN FIGURE																		
TOTAL AMOUNT (AFTER SUMMING UP COLUMN M) IN WORDS																		

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Name of authorized person submitting the tender on behalf of the Bidder (s):	
Designation of authorized person:	
Name of firm / Contractor:	
Address of firm / Contractor:	
Date:	
Note:	1. Price FOT site Basis. 2. Taxes and Duties if any, shall be indicated clearly in your quotation and total amount should be inclusive of all taxes, duties, freight charges etc. on FOT Site basis. 3. Bidders are required to quote the rates strictly as per the above SOR format and not to use any other format. All columns should filled otherwise it shall be presumed as inclusive. If offer is received in format other than the tendered SOR, they shall be summarily rejected. 4. The benefit of Cenvat credit shall be considered for evaluation of bids. 5. Owner / BCPL will reimburse the excise duty to the Contractor at actuals against submission of cenvatable invoices issued in accordance with rules to enable Owner/BCPL to claim cenvat credit of Excise duty. 6. Any error in quoting taxes & duties to bidders account. Statutory Variation in taxes & duties during contractual completion period shall be to BCPL account on submission of documentary evidence.

Place:

ON BEHALF OF M/s. _____ SIGNATURE OF AUTHORIZED SIGNATORY

NAME, DESIGNATION STAMP

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Brahmaputra Cracker and Polymer Ltd.

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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: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

BID SUBMISSION DUE DATE & TIME : 20.07.2017 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.

FROM



TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

TECHNO-COMMERCIAL / UN-PRICED BID



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

SUB: "PROCUREMENT OF GENERAL PURPOSE GREASE/LUBRICANTS AT BCPL LEPETKATA

TENDER NO.: BCPL/C&P/LE17S190SJ/00925

BID SUBMISSION DUE DATE & TIME : 20.07.2017 at 14:30 Hrs.

TO

CONTRACTS & PROCUREMENT DEPT.

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

FROM



TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

"Price Bid – PART - II"

.....



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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