



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/LE16W116MK/00012
dated 04.06.2016

TENDER DOCUMENT

FOR

**“HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR
CIVIL WORKS AT BCPL TOWNSHIP”**

Tender Submission Date & Time	:	21.06.2016 at 14:30 Hrs
Tender Opening Date & Time	:	21.06.2016 at 15:00 Hrs
Tender Fee	:	Not Applicable
EMD Amount	:	Rs. 80,000/-



IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



TENDER NO: BCPL/C&P/LE16W116MK/00012 FOR "HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP"

FAQ

[QUESTIONS AND ANSWERS]

SL NO.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by GAIL ?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable ?	Yes, Bids shall be submitted only through manual mode in the manner specified elsewhere in tender document.
3	Whether EMD are prerequisite for qualification of bidder in any tender ?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit ?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit ?	(i) 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	BEC is included in tenders floated on Open Tender/Limited Tender basis.



	any tender ?	
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]



SECTION - I
INVITATION FOR BID [IFB]

To,

Dt. 04.06.2016

PROSPECTIVE BIDDERS

SUB: SERVICE CONTRACT FOR “HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP”

TENDER NO.: BCPL/C&P/LE16W116MK/00012

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	:	Period of Contract for this work will be 12 months, reckoned from the date as mentioned in the letter of award.
II	Tender Fee		Not Applicable
III	Earnest Money Deposit (EMD)	:	Rs.80,000/-
IV	BID DUE DATE & TIME	:	21.06.2016 upto 1430 Hrs
V	OPENING OF UNPRICED BID	:	21.06.2016 at 1500 Hrs.
VI	VALIDITY OF OFFER UPTO	:	20.09.2016
VII	VENUE FOR OPENING OF UNPRICED BIDS		Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive Bidding through Manual Mode (Under Two Bid System Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in; http://www.bcplonline.co.in; Govt Website: https://www.eprocure.gov.in
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE		14.06.2016 at 15.00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document alongwith its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://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.

A Pre-Bid conference (PBC) is scheduled **on 14.06.2016 at 15.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Sr. Officer (C&P) Phone No. 0265 2914635 ; Email ID: mkbinjola@bcplindia.co.in



This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Manish Kumar Binjola]
Sr. Officer [C&P]
Ph: +91-0373-2914635; +91-9854012461
E-mail: mkbijola@bcplindia.co.in;



SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical: (as a single bidder)

- 1.1.1 Bidder must have executed at least one (01) single contract of 'similar nature' having value not less than Rs.20 Lakhs (Rupees Twenty Lakhs Only) (Excluding Service Tax) in preceding seven (07) years to be reckoned from the due date of unpriced bid opening.

Definition of '*similar nature*': Civil Operation & Maintenance works

1.2 BEC- Financial: (Not Applicable)

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

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	
1.	1.1.1	Experience against Completion/ Execution of order/ contract	Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order & date, actual date of contract started & completed and actual executed value of work order, etc along with the unpriced bid.
	1.2	Financial Experience Criteria- Not Applicable	

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

- a) For running similar service contracts, if the actual executed value is equal to or more than the value indicated above till one day prior to the un-priced bid opening date, the same shall also be considered as meeting the single order value criteria.
- b) A Job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience



for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified to meet BEC.

c) However, Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.

d) For experience based on composite works: In case bidder has executed a composite work in a single contract which includes qualifying work stated above, then value of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.

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

2.0 BIDS EVALUATION METHODOLOGY:

2.1 Evaluation of bid would be based on lowest quoted basis on overall basis. Since it is a Service Contract, hence Public Procurement Policy for MSEs would be applicable in this tender.

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))



SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTION TO BIDDERS

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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 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.

- 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**

[B] – BIDDING DOCUMENTS

7 **CONTENTS OF BIDDING DOCUMENTS**

7.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with 'ITB: Clause-9':

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
- Section-III : Instructions to Bidders [ITB] Annexure Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work[SOW] and Technical Specification [TS]
- Section-VII : Schedule of Rates

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

7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 **CLARIFICATION OF BIDDING DOCUMENTS**

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification.



BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tendering web site [<http://gailtenders.in>; <http://www.bcplonline.co.in> and Government Website] / communicated to prospective bidders by e-mail/ fax.

- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF BIDDING DOCUMENTS

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

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

- 11.1 **Bids are invited under the Manual Two Bid system.** The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:
- 11.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:
- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD).
 - (b) 'Bidder's General Information', as per 'Form F-1'.
 - (c) 'Bid Form', as per 'Form F-2'
 - (d) Copies of documents, as required in 'Form F-3'
 - (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR : Part – I) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.



- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-5'
- (g) 'No Deviation Confirmation', as per 'Form F-6'
- (h) 'Bidder's Declaration regarding Bankruptcy', in 'Form F-7'
- (i) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-8'
- (j) 'Agreed Terms and Conditions', as per 'Form F-10'
- (k) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-11'
- (l) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- (o) Any other information/details required as per Bidding Document
- (p) All forms and Formats including Annexures.
- (q) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (r) Additional document specified in Bidding Data Sheet (BDS).

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate (SOR : Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other



bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

12 SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties and exclusive of freight/transportation charges.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Bidder under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after the last date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

13 SERVICE TAX

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



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

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

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

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

- 13.5.1 While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, **i.e. either on actual service portion or deemed service portion.**
- 13.5.2 Wherever Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Wherever Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage of the gross works contract value on which Service Tax is applicable.
- 13.5.3 Wherever the bidder opts for paying Service Tax on deemed service portion, the gross works contract value for the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract. The fair market value of Free Issue Material (FIM) and services, wherever applicable, to be mentioned in the Bidding Documents



13.5.4 Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/ BCPL as service recipient, if applicable, as per the reverse charge rule of service tax in Form F-10 'Agreed terms & conditions'.

13.5.5 This is clearly stipulated that in case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax on total value of works contract.

13.6 Where the BCPL is entitled to avail the cenvat credit of service tax:-

13.6.1 Owner/BCPL will reimburse the service tax to the Contractor at actuals against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case of any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion. Swachh Bharat cess (non cenvatable) shall be paid against documentary evidence.

13.6.2 The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.

13.7 Where the BCPL is not entitled to avail/take the cenvat credit of service tax:

13.7.1 Owner/BCPL will reimburse the service tax and Swachh Bharat cess (non cenvatable) to the Contractor at actuals against documentary evidence subject to the ceiling amount of Service Tax as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which service tax is applicable will be modified on pro-rata basis.

13.7.2 The bids will be evaluated based on total price including applicable service tax.

13.8 In case of non-corporate entities, bidder is required to pay certain portion of applicable service tax and remaining portion shall be deposited by GAIL directly as per service tax act. However in SOR, entire applicable rate/amount of service tax to be indicated by bidder.

13.9 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable GAIL to avail CENVAT credit.

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



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

13.10 Tax Deducted at Source [TDS]

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

13.11 Income Tax

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

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

15.1 Bids shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY/BID SECURITY- : Rs.80,000/-

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



- 16.2 The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3 BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5 **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9 **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.
- 17 PRE-BID MEETING (IF APPLICABLE)**
- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.



- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

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

19 ZERO DEVIATION AND REJECTION CRITERIA

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

DI – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

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

22 DEADLINE FOR SUBMISSION OF BIDS

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

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.



23.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within “10 days” in ‘unopened conditions’. The bid bond of such bidders shall be returned along with the unopened bid.

23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 **MODIFICATION AND WITHDRAWAL OF BIDS**

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

24.1.1 **FOR MANUAL BIDDING**

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

24.2 The modification shall also the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder’s forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.

24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.

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

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



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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening:*

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

26.2 *Priced Bid Opening:*

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

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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

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



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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- 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 of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

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



- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

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

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

34 PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", BCPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

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



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

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

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

37 SIGNING OF AGREEMENT

37.1 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.

38.2 **The contract performance security shall be for an amount equal to 7.5% of order value (excluding taxes & duties) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.



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

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

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

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

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's/BCPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahmputra 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 Brahmputra Cracker and Polymer Ltd, such decision of Brahmputra Cracker and Polymer Ltd shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.



40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

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

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

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

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

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

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

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



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

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

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

41 AHR ITEMS

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

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

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

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

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

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

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

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

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

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL



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

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

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

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

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

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

45.1 Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ 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 Brahmputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46 BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date



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

(b) Address:

To,

In case of LOA/Contract	In case of PO
HOD/EIC (Indenting/User Department) M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepatkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.	HOD (C&P) M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepatkata, 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 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:
- (a) Whether the management is common;
 - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- “Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central



Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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



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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
 - C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the sametender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

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

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.



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

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

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

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

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

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

G. Wherever there is contradiction with respect to terms of '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:

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



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

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

3.1 FOR PROJECTS

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

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

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

Where Performance rating is “POOR”:

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

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



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

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

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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



A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 **EXCLUSIONS:**

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

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

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

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

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

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



6.0 EFFECT OF HOLIDAY

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

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

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

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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



- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. **ERRANT BIDDER**

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

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

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

.....



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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

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

1.3 RELIABILITY PERFORMANCE 20 Marks

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks



ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



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/LE16W116MK/00012				
1.1	The Employer/Owner is: M/s Brahmputra Cracker & Polymer Limited				
2.1	Name of the Contract: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP				
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: SH. M K BINJOLA, SR. OFFICER (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: mkbinjola@bcplindia.co.in;				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u> _____ _____				



12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The Tender No. of this bidding process is: BCPL/C&P/LE16W116MK/00012
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. M K BINJOLA, SR. OFFICER (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: mkbinjola@bcplindia.co.in;
26	The bid opening shall take place at: 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: mkbinjola@bcplindia.co.in; Date: 21.06.2016 Time: 15:00 Hrs.
E. EVALUATION, AND COMPARISON OF BIDS	
ITB clause	Description



32	Evaluation Methodology is mentioned in Annexure-II.								
33	Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☐				
APPLICABLE	☐								
NOT APPLICABLE	☐								
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 border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table> Applicable: As specified in Section –II of tender document.	APPLICABLE	☐	NOT APPLICABLE	☐				
APPLICABLE	☐								
NOT APPLICABLE	☐								
40	Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table> Whether tendered item is non-split able or not-divisible : <table border="1"><tr><td>YES</td><td>☐</td></tr><tr><td>NO</td><td>☐</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☐	YES	☐	NO	☐
APPLICABLE	☐								
NOT APPLICABLE	☐								
YES	☐								
NO	☐								
41	Provision of AHR Item : <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	☐								



**Clause no.
27.3 of GCC**

Bonus for Early Completion:

APPLICABLE	☐ NO
NOT APPLICABLE	☒ YES



FORMS & FORMAT



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE (NOT APPLICABLE)
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER (NOT APPLICABLE)
F-17	BIDDER'S QUERIES FOR PRE BID MEETING
F-18	E-BANKING FORMAT



F-1
BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL
WORKS AT BCPL TOWNSHIP**
TENDER NO.: BCPL/C&P/LE16W116MK/00012

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/LE16W116MK/00012 FOR "HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL
WORKS AT BCPL TOWNSHIP"**



	[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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-2
BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP

TENDER NO.: BCPL/C&P/LE16W116MK/00012

Dear Sir,

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

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

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

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

We understand that Bidding Document is not exhaustive and any action and activity not mentioned in Bidding Documents but may be inferred to be included to meet the intend of the Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise specifically excluded and we confirm to perform for fulfillment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may receive.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

TENDER NO: BCPL/C&P/LE16W116MK/00012 FOR “HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP”



F-3
LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP

TENDER NO.: BCPL/C&P/LE16W116MK/00012

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-4

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)
(NAME) :
(OFFICIAL ADDRESS):

(SIGNATURE)
(NAME)
Designation with Bank Stamp
Attorney as per _____
Power of Attorney No.
Date: _____



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

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

.....



F-5
LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP

TENDER NO.: BCPL/C&P/LE16W116MK/00012

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/LE16W116MK/00012 FOR "HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP"



F-6
"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP

TENDER NO.: BCPL/C&P/LE16W116MK/00012

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:



F-7
DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT
RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL
WORKS AT BCPL TOWNSHIP**

TENDER NO.: BCPL/C&P/LE16W116MK/00012

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:



F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP

TENDER NO.: BCPL/C&P/LE16W116MK/00012

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-9

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

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

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



2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.



7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Bank

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

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

.....



F-10
AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL
WORKS AT BCPL TOWNSHIP**

TENDER NO.: BCPL/C&P/LE16W116MK/00012

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



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
13.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
14.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
15.	Confirm the noneof Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



F-11
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP

TENDER NO.: BCPL/C&P/LE16W116MK/00012

Dear Sir,

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

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

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

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

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

TENDER NO: BCPL/C&P/LE16W116MK/00012 FOR "HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP"



F-12
UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL
WORKS AT BCPL TOWNSHIP**

TENDER NO.: BCPL/C&P/LE16W116MK/00012

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:



F-13
BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP

TENDER NO.: BCPL/C&P/LE16W116MK/00012

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 Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)	Value of Contract/ Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	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:



F-14
CHECK LIST

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

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

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



DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value	Rs 80,000		
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/NA	NO
C	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/NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)</i>	<i>Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order & date, actual date of contract started & completed and actual executed quantity of work order, etc along with the unpriced bid.</i>	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 CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
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
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC (NOT APPLICABLE)			
5.	Successful bidder shall have to deposit Security Deposit (SD)/Contract Performance Security @7.5% of Annualized Contract Value excluding taxes & duties (valid up to 3 months		YES	NO
6.	Tender Document signed & stamped	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
7.	SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
8.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO

TENDER NO: BCPL/C&P/LE16W116MK/00012 FOR "HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP"



Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.

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

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



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.**
- 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	
B	2 nd Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
B1		Name of Order issuing	



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

		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	3RD Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
C1		Name of Order issuing Agency/Client/Owner/Company	
C2		Order No. & Date	
C3		Brief Details/Name (Nature) of Supply	
C4		Contract/Order Value(in Rs.)	
C5		Period of Contract/ Order	
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	
D	4th Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
D1		Name of Order issuing Agency/Client/Owner/Company	

TENDER NO: BCPL/C&P/LE16W116MK/00012 FOR "HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP"



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

D2		Order No. & Date		
D3		Brief Details/Name (Nature) of Supply		
D4		Contract/Order Value		
D5		Period of Contract/ Order		
D6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc		

TENDER NO: BCPL/C&P/LE16W116MK/00012 FOR "HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP"



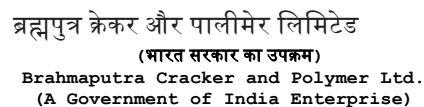
THIS FORMAT TO BE FILLED BY THE BIDDER
FINANCIAL CRITERIA AS STIPULATED IN BEC *(NOT APPLICABLE)*

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

NB:

- Format-16 (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	



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



F-15

FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE *(NOT APPLICABLE)*

(To be provided on Bank's letter head)

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



F-16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER *(NOT APPLICABLE)*

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant

Name:

Date:

Designation:

Seal:

Membership no.

Instructions:

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



F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL
WORKS AT BCPL TOWNSHIP**

TENDER NO.: BCPL/C&P/LE16W116MK/00012

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 : _____



F-18

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)



SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

(http://www.bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf)

Thanking you,

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

Name:

Designation:

Company Seal:



SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC] & SECTION – VI

SCOPE OF WORK



SPECIAL CONDITIONS OF THE CONTRACT (SCC) (PART-B)

JOB: OPERATION AND MAINTENANCE WORKS (CIVIL) AT BCPL TOWNSHIP, DIBRUGARH, ASSAM

1. GENERAL:

1.1 Special conditions of contract shall be read in conjunction with the general condition of contract, specification of work, drawings and any other documents for being part of this contract wherever the context so requires.

1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes are part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

1.3 Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provision of the General Conditions of Contract then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract only to the extent such repugnancies or variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.

1.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.

1.5 The intending Bidders shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions before submitting their Bid. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out work in strict conformity with drawings and specifications.

1.6 In case of contradiction, the following shall prevail in order of precedence.

- i) Detailed letter of intent along with statement of agreed variations and its enclosures.
- ii) Fax of Intent
- iii) Service Drawings
- iv) Schedule of rates
- v) Specifications/specific requirements
- vi) Special conditions of contract
- vii) General Conditions of Contract.
- viii) Indian Standards.

1.7 The work is required to be carried out primarily at BCPL Township, Barbaruah. Depending upon exigencies of work and as per instruction of EIC, the work may require to be executed out side township also such at BCPL Plant etc.

The bidder is advised to see the site conditions and nature of job before quoting his rates. It shall be taken that bidder has seen the site conditions and no claim on this account shall be entertained at a later date. Job shall be done in strict compliance with tender specifications.



The various items to be operated has been dealt in schedule of rates attached with tenders documents. The rates should include supply of all materials, man power, equipments, consumables, taxes, duties, royalties, profits and overheads like Labour License, Insurance etc. required for the job as per specifications and Schedule of Rates (SOR).

2.0 SITE INFORMATION

2.1 The site of the proposed work is located at BCPL Township, adjacent to NH-37 (almost 10 KM from Dibrugarh Town – towards Guwahati) in the Dibrugarh district of Assam.

2.2 The contractor deemed to have inspected the site thoroughly and acquainted himself with the site conditions, availability of storage for materials, work areas available for construction, disposal / stacking of surplus earth from excavation of all kinds of soil/ rocks and acquainted himself with the general nature of the site, sub soil water table and its other features likely to affect his tender and the construction of the works. No claim/ extension of time whatsoever shall be entertained on account of prevailing site conditions.

3.0 TIME SCHEDULE

3.1 Total period of contract for this work will be for 12 months. The contract period for the work shall be reckoned from the date as mentioned in letter of award. Time is the essence of the contract and as such as every effort should be make to complete the work within prescribed time period for the execution of the work as contemplated under this contract. BCPL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days notice to the contractor.

4.0 SUPERVISION OF WORK

4.1 Contractor or his authorized representative shall be available at site during the progress of the work. The contractor shall deploy one experienced supervisor at site at his own end for job supervision, maintenance of records, job cards, registering the complaints over phone or in person , handling of stores etc. & for any other work assigned by EIC.

5.0 SCHEDULE OF WORK

5.1 The contractor's supervisor shall receive the complaints (by maintaining a complain register) at the place provided by the executed department from the users in all working days and even in holidays if required by the instructions of Engineering-in-charge. All the complaints received have to be attended and responsibility for complying the same will be lied on the part of contractor.

5.1 The CONTRACTOR shall submit the weekly/day to day report of the work done and problems faced to the ENGINEER- IN CHARGE for his information and necessary action. The work shall be executed timely and properly. Proper records of execution shall be maintained by the CONTRACTOR and made available for verification and certification of work by ENGINEER-IN-CHARGE.



6. DEFECT LIABILITY PERIOD:

The defect liability period in respect of this work shall be for a period of 06 months from the date of completion of work(s)/Part(s). If during this period any defect occur, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement may result in the forfeiture of security deposit.

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

7.0 SPECIFICATIONS:

7.1 All specifications for the work shall be as per the bill of quantities, tender drawings, scope of work and brief description of works which are self explanatory but not exhaustive and limited. However, wherever required the latest CPWD specifications and Indian Standard Codes of practice shall be referred. Wherever these codes are silent the same shall be governed by sound Engineering Practice. The decision of the Engineer-In-Charge in matters of interpretation etc. shall be final and binding on the Contractor.

8.0 QUOTED RATES SHALL REMAIN FIRM:

8.1 The contractor should be fully aware of the location of site, approaches, site conditions, mode of transportation for materials, scope and actual quantum of works etc before quoting the rates.

The rates to be quoted should be inclusive of all taxes, excise duties, sales tax both state and central govt. license fees (if any), provident fund contribution, labour license fee, workmen insurance charges, octroi, royalties, material, fabrication cost, transportation charges, cost of site office and store for the construction materials, cost of safety equipments, labour charges, tools and tackles, equipments, testing charges of materials, supervision, overheads, contractor's profit, any other expenditure which may be required for the successful completion of the work in-to excluding the service tax.

The rates quoted by the contractor shall remain firm for the total period of the contract. Under no circumstances the contractor shall be eligible for payment of escalation on material & labour.

For the subhead A "Service", from item no. 1 to 4, min. 1 skilled labour and 1 unskilled labour / helper should be present for each service to be considered as complete. For all the tank cleaning works, along with the manpower the contractor finds necessary, the team of plumber and helper is to be involved and for which no extra payment will be entertained. For supervision of all the maintenance related works, at least one supervisor is to be present. For pump operation round the clock, min. 3 pump operators are to be deputed who should have all the knowledge of operating pumps, valves etc.

For subhead B "Civil works (Building, sanitary and roads)" item no. 1 , payment shall be made based directly on the rates as in **APWD schedule 2013-14** . Measurement sheet is to be submitted



for all the items executed. Any profit required by the contractor shall be quoted in percentage in item no.2 and this quoted percentage shall be final for all the APWD items executed. No extra payment shall be entertained.

At the time of submission of final bill, contractor must submit 'no claim' certificate over and above his final bill.

9.0 SCOPE OF WORK:

The work involves general civil repair and maintenance of BCPL & CISF TOWNSHIPS. It also includes modifications, renovations, new works at given site as per details mentioned in SOR. **The BCPL township consists of 2 Bachelor's Hostels (48 rooms each) and Guest House (4 VIP Rooms and 12 Executive rooms), 72- B type quarters , 12 - A type quarters, 60 - C type quarters and 6 - D type quarters, Overhead tank of water capacity 2 Lakh litre.**

The above gives the general scope of work, however tenderer is supposed to acquaint himself of various items as detailed in SOR. Tenderer may also visit the site before quoting their rates to assess the nature of work.

10.0 CONTRACTOR IS TO ENSURE FOLLOWING:

10.1 It shall be the sole liability of the Contractor (including the Contracting firm/company) to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour legislation including the labour license obtained as per provisions of the Contract Labour (Regulation & Abolition) Act, 1970.

10.2 The Contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Act, 1952 the employees state Insurance (ESI) Act, 1948, the Contract Labour (Regulation and Abolition) Act, 1970 the Inter-state Migrant workmen (Regulation of employment & conditions of service) Act, 1979 the minimum wages Act, 1948 the Payment of wages act 1936 the Workmen's Compensation Act, 1923 and other relevant Acts, Rules and Regulations enforced and as amended or modified from time to time.

10.3 The Contractor shall be responsible for required contributions towards PF, Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to BCPL and shall deposit these amounts on or before the prescribed dates. Every Contractor shall submit the proof of depositing the employees and employer's contributions. The contractor shall also be responsible to pay any administrative /inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of BCPL.

10.4 The Contractor shall regularly submit all relevant records/documents/ job cards to BCPL representative for verification and upon such satisfaction only, BCPL will allow reimbursement of the amounts paid.

10.5 The Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month. The Contractor shall be directly



responsible and indemnify the company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.

10.6 The contractor shall indemnify the company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.

10.7 The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

10.8 All safety precautions are to be taken for execution of the work particularly for height & sloping roofs.

10.9 The manpower to be deployed should be familiar to the work and sufficient equipment and manpower shall be deployed to discharge the job specified. All ladders & scaffolding tools & plant as required for the job shall be arranged by the contractor at his own cost .

10.10 The contractor shall have to abide by all SAFETY RULES & REGULATIONS applicable for the works. This will include issue of security passes for all workers, provision of safety equipments, personal protective equipments etc. Safety equipments/ personal protective equipments will have to be provided by contractor at his own cost without any payment liability on BCPL.

10.11 All materials should be got approved by EIC/site engineer before execution, failing which material used will not be accepted and no payment will be made towards the same.

10.12 Contractor should ensure the safety of his material at his risk and cost. BCPL will not be responsible for any type of damage or loss etc.

10.13 The contractor shall have to clear all the sites off any balance materials, construction debris, garbage, temporary structures etc. and deposit the surplus/ scrap materials of BCPL in stores and hand over the site in neat and clean condition to BCPL.

10.14 Contractors should indemnify BCPL against third party damage and bear the expenses payable against all such damages.

10.15 All works shall be carried out as per schedule, good for construction drawings, tender specifications, ISI/CPWD specifications, Indian electricity act and as per directions of E.I.C from time to time.

10.16 The contractor should coordinate with local authorities, other State Govt. authorities, panchayats, wherever required.

11.0 EQUIPMENTS:



The contractor shall furnish a statement with list of equipment/apparatus proposed to be deployed and chemicals proposed to be used for different services by him for execution of work at different locations.

12. TRANSPORT:

12.1 Transportation of contractor's men and materials to & fro at all work sites shall be the responsibility of contractor and no additional cost is payable by BCPL on this account.

13. CONTRACT MANPOWER:

One supervisor and one team of plumber (including a skilled plumber and a labour are required to be deployed by the contractor at site everyday .

In case contractor fails to deploy any of the above mentioned person then an amount equivalent to the respective wages per day of absence will be deducted from the bills of the contractor.

14. COMPENSATION FOR DELAY/PENALTY/LD:

14.1 In case the work is not completed satisfactorily or as per the specification / direction of Engineer-in-Charge during any month, the company reserves the right to penalize 2 times of the quoted rate for a particular operation not carried out. The decision of the Engineer-in-charge shall be final and binding.

15. MEASUREMENTS

15.1 The area indicted in the "Schedule of Rates" & "Scope of Work" is purely an estimate. At the beginning of the contract, the successful contractor shall be required to measure the area of the Public buildings/Office buildings etc, under the guidance of Engineer-in-charge and get the same duly certified. Contractor shall also maintain different registers/work sheets for each type of service, which is to be signed by authorized personnel of BCPL.

16. WATER / POWER SUPPLY:

16.1 BCPL will provide water & electricity free of cost for the execution of this work.

17. INFORMATION REQUIRED

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

The tenders as submitted will consist of the following:

i. Complete set of Tender Documents (Original) as issued/sold duly filled in and signed by the tenderer as prescribed in different clauses of the tender document.

ii. Earnest money in the manner specified in clause 6 of GCC hereof.



iii. Power of attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorized representative has signed the tender, as required by clause 14 of GCC hereof.

iv. Organization chart giving details of field management at site, the tenderer for using in this work.

v. Provident Fund Registration Certificate.

vi. List showing all enclosures to tender.

18. DEVIATION IN TENDER DOCUMENTS:

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

1. Security Deposit for delay
2. Defect Liability period
3. Schedule of rates
4. Termination
5. Time schedule

19. REGISTRATION WITH PF AUTHORITIES:

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

20. VAT REGISTRATION:

20.1 Tenderer must submit wherever necessary attested copy of registration certificate on prescribed pro-forma under the Assam VAT Act at the time of submission of bid.

21. LABOUR LICENSE:

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

22. Terms of Payment:



The payment shall be made for the actual work done as per the running account bills & final account bill raised by the contractor on the standard pro-forma prescribed by BCPL and duly certified by Consultant & Engineer-In- Charge. The payment shall be released as per the stages mentioned in the contract. The measurements shall be done as per CPWD/IS specifications failing which as per standard engineering practice shall be followed.

The bill shall be submitted in prescribed Performa of BCPL, neatly typed with Hard & soft copy (CD) in Three copies. The cost of typing stationary for raising of bill shall be borne by the contractor. The payment shall be released within a reasonable period of 15 days after acceptance of bill by consultant / EIC, by e-payment through SBI Banks (authorized by BCPL). Payment shall be released after due deductions of WCT, Income tax and other statutory taxes and duties etc as applicable from time to time.

22.1 PAYMENT OF RUNNING BILLS: Progress payment shall be released to Contractor against monthly running account bills duly certified by Engineer in Charge after affecting the necessary deductions. 100% payment shall be released on completion of item / work as certified in the R.A bills.

22.1.1 Contractor has to furnish the below mentioned documents with the 1st RA bill:

- i) Power of attorney in the name of the signatory of the bill is required.
- ii) Copy of PAN card.
- iii) Copy of VAT registration certificate.
- iv) Copy of Labour license for the said work.
- v) Copy of provident fund registration certificate
- vi) Copy of registration under interstate migrant workers act. (if applicable)
- vii) Copy of registration under Assam building and other construction workers act.
- viii) Copy of last month EPF/ESI challan duly certified that provident fund amount with respect to workers engaged for the work has been deposited.
- ix) Certificate of minimum wages act compliance.
- x) Copy of contractors all risk policy.
- xi) Copy of workmen insurance policy.
- xii) Copy of insurance policy of plant and machinery engaged for the job.
- xiii) Renewal certificate of WCT.

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

23. ABNORMALLY HIGH RATED ITEMS:

23.1 In item rate section of the contract, where the tenderer's quoted rate of item exceed 50% of the owners estimated rates, such rates shall be considered as abnormally high rated items(AHR) and payments of AHR items beyond the BOQ stipulated quantity shall be made at the least of the following rates:

Rate as per the bill of quantities



Market rate of the item which shall be derived by taking prevailing market rate of labour and material **with 10%** contractor's profit, overhead and other expenses.

24. RIGHT OF EMPLOYER TO ACCEPT/REJECT ANY TENDER:

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

25. EMPLOYER'S OBLIGATIONS:

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

1. Handing over the site
2. Supply of construction drawings
3. Payment to the contractor for performance of the work under the contract as per terms and conditions specified therein.
4. A piece of land for setting up temporary site office, godwon etc.

26. COMPLETION CERTIFICATE:

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

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

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

27. PROVIDENT FUND ACT:

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

28. EXTRA AND SUBSTITUTED ITEM:



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

28.2 If the item of work is similar to the item for which, the bidder has quoted rates in SOR, the quoted rate shall be applicable.

28.3 If the rate for the item does not appear in the SOR, the rate shall be derived from similar items of work indicated in SOR

28.4 The rates for those items of work which cannot be derived from quoted rates in the SOR shall be derived from the prevailing market rates of material and labour plus 10% towards contractor's overheads and profits. The opinion of the Engineer in charge as to the current market rates for materials and the quantum of labour and material involved per unit shall be final and binding on the contractor.

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

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

29.0 SITE EXECUTION

All materials, tools, tackles, equipment etc. required to carry out any job shall be supplied by contractor at his cost unless otherwise stated. Sufficient stock of materials to be kept at site after approval of samples from Engineer-In-Charge.

The maintenance & other works will be carried out based on Day-to-day requirement of BCPL & CISF Township. The contractor has to maintain site office and store in proper and systematic manner.

The existing contractor (if any) will assist the successful tenderer against this tender to understand the systems in complete and take over. The existing contractor shall depute the required manpower for one week after expiry of the subject contract without any additional claim for it.

Normally the materials to be replaced should be of similar type and of standard make as specified. Where ever in the item for which the material is to be supplied by contractor on supply basis, the measurement for the material would be made on the actual material consumed at the site of work for a specific work.

BCPL may call any specialized person /agency / team / expert for additional or new work / modification / checking / execution / taking advice for the works. The contractor shall be paid as per production of voucher plus 10 % extra. The contractor shall have to co-ordinate for this. This is not applicable for the jobs (if any) which may be executed on risk and cost of the contractor due to bad performance or any other reason.



In case of urgency the team may have to stay beyond normal working period as per instruction of EIC without any financial implication. Further contractor shall provide one set of uniform and one pair of shoes per year at his own cost for the labour deployed (team deployed) on supply basis to BCPL .

The work includes maintenance/modification/alternation / additional / new job at the given site, however in case of requirement the contractor may have to execute these work in other locations as per instruction of EIC.

The replacement of any unserviceable old/ damaged fittings/ materials shall be done only after the instruction received from EIC or his representative. It will be responsibility of the contractor to get the new installed fittings inspected and verified from BCPL. The unserviceable old/ damaged fittings/ materials e.g. broken chinaware fixtures etc., brick- bats, plaster peels, broken glass, malva, etc. shall be taken out and disposed off by the contractor at his own cost to Phase –III of the township or at any other location as directed by EIC. Nothing extra shall be claimed by bidder on this account, the tenderer are advised to quote the rates accordingly.

While carrying out the work, all care should be taken such as covering of items with polyethylene or cloth, so that the households, tables, furniture, crockery, etc. does not get spoiled and in case of any damage caused during the execution of the work, the contractor shall have to indemnify the same. The above all items shall be shifted to a safe location within the house as per the requirement of the occupants/ site requirement and re- arranged to the original position in a proper way. The shifting of items and re-arranging the same after completion of work and cleaning of the area will be responsibility of the contractor and the quoted rates shall be inclusive of this. Nothing extra will be paid in this account.

30.0 SPECIAL NOTE AGAINST MAINTENANCE

The contractor should take all necessary care while working that no trap, pipeline, item get choked / damaged. In case the traps, pipelines get choked or anything get damaged during working then the retainer shall have to replace/ rectify the same at his risk and cost. Further any damage / loss in the contractor / retainer's workshop/office/ store/custody or during lifting or transportation shall be promptly repaired/replaced as the case may be by the retainer on his cost & risk.

Since this is a maintenance work, which is generally of urgent nature and required as and when need basis, therefore the contractor/retainer may be required to attend the work on holidays including Saturdays and Sundays and on late hrs. Nothing extra will be paid for working during the late hrs. and on holidays. Retainer will have to make all necessary arrangements for security and safety of his persons and work place like providing safety belts, shoes, helmets, proper illumination of work place etc.

The contractor shall abide all the rules, regulations, laws & safety aspects applicable including minimum wage act in respect of the staff engaged by him and the contractor shall be wholly responsible for his employees, their safety, the applicability of PF, gratuity, medical, insurance etc. and any other statutory provisions that may be enforced from time to time. BCPL will not be



responsible in any way for payment on these accounts. Any labour or staff related points, problems, disputes if any will be the sole responsibility of contractor and he has to indemnify BCPL & its persons from above claim or fine etc., imposed by any private or government body / person. All the labour and employee laws should be complied by the contractor at his own cost & risk.

The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and shall give suitable direction to his workmen deployed for undertaking contractual obligations.

31.0 VARIATION IN QUANTITIES OF ITEMS DURING EXECUTION

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

32.0 SAMPLES FOR APPROVAL

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

33. GUARANTEES AND WARRANTIES:

33.1 All manufacturer's warranties and guaranties for equipment supplied by the CONTRACTORS shall be passed to the EMPLOYER. Further, guarantees/warranties for any work carried out to by specialized agencies such as water proofing, anti –termite etc. shall also be passed to the EMPLOYER.

34. EXTENSION FOR TIME OF COMPLETION FOR ADDITION, ALTERATION AND SUBSTITUTED WORK:

In case of any addition alteration or substitution work, the time of completion of work shall be extended in the proportion to the value of altered, additional or substituted work that it bears to the original contract value of work and time. Over and above this, a further period to the extent of 20% of such extension shall be allowed to the contractor.

The contractor shall not be entitled to increase in prices or for any compensation whatsoever on account of the extension of time allowed.

Any extension of time granted under the provision of this clause shall be without prejudice to other conditions of contract and will not absolve the contractor from the obligations of other clauses under the contract.



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

35. ALTERATIONS, ADDITIONS AND OMISSION:

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

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

36. RESPONSIBILITY FOR PROCUREMENT:

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

37. SALES TAX / TURN OVER TAX:

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

38. INCOME TAX:

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

39. APPROVALS:

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

40. SEALED TENDER:



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

41. VARIATIONS IN QUANTITIES OF ITEMS DURING EXECUTION:

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

42. SPECIAL NOTE TO TENDERER:

42.1 The Special Conditions of Contract supersede the relevant clauses of General Conditions of Contract.

42.2 Supervision and conduct of all the personal deployed by the contractors shall be the sole responsibility of the CONTRACTOR.

42.3 The CONTRACTOR should issue his own identity card to his personal after verifying their character and antecedents through appropriate authorities and BCPL shall have no role on it whatsoever.

42.4 The payments of wages to the employees employed by the CONTRACTOR are to be disbursed by CONTRACTOR or his representatives in the presence of BCPL representative and payment register shall be signed by BCPL representatives.

43. SPECIALIZED JOBS:

43.1 The contractor is bound to carry out the specialized jobs by the specialized agencies as per the desire of the ENGINEER-IN-CHARGE. Contractor should arrange for the guarantees /warrantees as issued by the Company for the job carried out by them.

44. TERMINATION OF CONTRACT:

The company for any reason whatsoever and of which the Company shall be the sole judge may terminate his contract by giving 15 days prior notice and the Contractor and his labour vacate the site/work place on expiry of such notice period. In the event of such termination of the contract, the contractor shall be paid for all the work executed up to the period of termination subject to deduction of any dues, penalties, other recoveries etc.

45. GUIDELINES FOR ENGAGEMENT OF PROJECT AFFECTED PERSONS (PAP)

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



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



SECTION-VII

SCHEDULE OF RATES[SOR]
ATTACHED AS A SEPARATE SHEET



CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP

TENDER NO.: BCPL/C&P/LE16W116MK/00012)

BID SUBMISSION DUE DATE & TIME : 21.06.2016 at 1430Hrs

TO

CONTRACTS & PROCUREMENT DEPT.

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

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



CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP

TENDER NO.: BCPL/C&P/LE16W116MK/00012)

BID SUBMISSION DUE DATE & TIME : 21.06.2016 at 1430 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.

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING "

"Price Bid – PART - II"

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CUT-OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

SUB: HIRING OF SERVICES FOR MAINTENANCE CONTRACT FOR CIVIL WORKS AT BCPL TOWNSHIP

TENDER NO.: BCPL/C&P/LE16W116MK/00012)

BID SUBMISSION DUE DATE & TIME : 21.06.2016 at 1430 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.

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