



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

प्रशासनिक भवन, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA

जिला: डिब्रूगढ़, असम / DISTT.: DIBURGARH, ASSAM

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

e-TENDER NO: BCPL/C&P/CO19W213MC/1322

(Tender to be submitted in e-mode only)

दिनांक / DATE- 30/03/2020

ई-निविदा दस्तावेज़ / e-TENDER DOCUMENT

FOR

**“HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL
HEALTH CENTRE" AT BCPL-LEPETKATA AND BCPL-LAKWA
PLANT FOR A PERIOD OF TWO YEARS”**

निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	27.04.2020 at 14:30 Hrs
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	28.04.2020 at 15:00 Hrs

निविदा शुल्क / Tender Fee	:	Not applicable
ईएमडी मूल्य / EMD Amount	:	Rs. 3,40,000/-

महत्वपूर्ण निर्देश / 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.

अक्सर पूछे जाने वाले प्रश्न / FREQUENTLY ASKED QUESTIONS

[QUESTIONS AND ANSWERS]

SL. NO.	QUESTIONS	ANSWER
1.	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's / BCPL's website: http://www.gailtenders.in ; http://www.bcpltenders.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2.	Whether Hard copy of Bids is acceptable?	NO. Bids shall be submitted only through e-tender mode in the e-tender portal in the manner specified elsewhere in tender document. No Manual / Hard Copy (Original) of offer/bid is acceptable.
3.	In case of Domestic e-Tender, whether there is sale of Tender Document?	Sale of tender document is not applicable. However, Tender fee shall be applicable in case of open tender.
4.	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes , as applicable as per tender condition specified in ITB of tender document.
5.	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer instructions for participation in E-Tender & ITB Section of Tender Document.
6.	In case of e-tender, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in e-tender portal by the bidder?	Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in BCPL within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by the bidder.
7.	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7 days of bid opening, whether bid will be accepted or not ?	No

8.	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).
9.	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
10.	Whether Late bid can be considered?	No
11.	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.
12.	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.
13.	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
14.	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.

15.	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.
16.	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
17.	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%.
18.	Which Operating System, bidder to opt for uploading of E-bid in e-Tender portal of BCPL?	Bidder must possess a PC / Laptop with Windows7 professional operating system and Internet Explorer 9 or above for hassle free bidding. PC Security System to be changed /adjusted as per Ready reckoner available in home page of e-tender portal

PS: In case of e-tendering, the following documents in addition to uploading in the bid on BCPL's E-Tendering website shall also be submitted in Original (in physical form) within 7 (Seven) days from the bid due date provided the scanned copies of the same have been uploaded in E-Tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS):-

- i) **Demand Draft towards Tender fee (Not applicable in this tender)**
- ii) **EMD / Bid Security (Rs. 3,40,000/-applicable for this tender)**
- iii) **Power of Attorney**

विषय - सूची

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बोली हेतु आमंत्रण (आईएफबी)
INVITATION FOR BIDS (IFB)

SECTION - I

INVITATION FOR BID [IFB]

To,

DATED: 30.03.2020

PROSPECTIVE BIDDERS

SUB: “HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS”.

E-TENDER NO.: BCPL/C&P/ CO19W213MC/1322

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT / DELIVERY SCHEDULE / PERIOD	:	Period of Contract shall be 24 months from the date of LOI / LOA
II	Tender Fee	:	Not applicable
III	Earnest Money Deposit (EMD)	:	Rs. 3,40,000/-
IV	BID DUE DATE & TIME	:	27.04.2020 up to 14:30 Hrs.
V	OPENING OF UNPRICED BID	:	28.04.2020 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	27.07.2020.
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 e-Bidding (Under Two Bid System Basis) through e-tendering. Tender is uploaded at BCPL's e-tender portal: https://eprocure.gov.in/ and also uploaded at BCPL's, GAIL's and CPP website for information to prospective vendors (if any). WEBSITE: GAIL's Website: https://www.gailtenders.in BCPL's Website: https://www.bcpltenders.in Govt. Website: https://www.eprocure.gov.in
IX	DATE AND TIME OF PRE-BID CONFERENCE VENUE	:	Not applicable

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

ई-निविदा के प्रमुख नियम और शर्तें

MAJOR TERMS AND CONDITIONS OF TENDER

I	CONTRACT PERIOD	:	Period of Contract shall be 24 months from the date of LOI / LOA
II	VALIDITY OF OFFER	:	The period of validity of the quotations should not be less than 90 days from the date of opening of technical bid. Quotations with less validity are likely to be ignored.
III	PAYMENT TERMS	:	As per Special Conditions of Contract
IV	LOADING	:	<i>Not Applicable in this Tender.</i>
V	SECURITY DEPOSIT	:	10% of Annualized Basic Contract Value (without taxes & duties therein) towards faithful performance of the contractual obligations and must be valid 03 months beyond the expiry of Warrantee/Guarantee period.
VI	AWARD CRITERIA	:	The OWNER will award the contract to the successful bidder whose bid has been determined to be lowest evaluated on overall basis, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.
VII	METHODOLOGY FOR EVALUATION OF BID:	:	Please refer SECTION-II clause No. 2.0
VIII	ORDER OF PRECEDENCE	:	In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts & General conditions of contracts the following shall prevail to the extent of such irreconcilable conflict in the order of precedence: i) RFQ Covering Letter ii) Special Conditions of Contract iii) Instruction to bidders iv) General Conditions of Contracts

The bidder is required to read BEC [Refer Article 1(ix) above and Annexure -1 to IFB] carefully and ensures to furnish/ uploading in the bid on BCPL's e-tendering website complete documentary evidences towards meeting BEC, as bid of only those bidders who meet BEC in totality based on the document(s)/ available document(s) in the website with BCPL, shall only be considered for further evaluation.

The following documents in addition to uploading in the bid on BCPL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due

date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS):-

EMD / Bid Security: Rs. 3,40,000.00 (Applicable in this tender)

Power of Attorney

EMD exemption documents if applicable

Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations / exceptions.

- 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 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 5.0 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 along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://bcpltenders.in> or <http://tenders.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 12.0 Bidder is requested to submit the all requisite / relevant documents properly satisfying the BEC (Mentioned in SECTION-II) of the tender so as to avoid any delay in seeking queries / clarifications thereof.

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

Immediately upon receipt of tender information, interested bidder must submit **F-11 “Acknowledgement Cum Consent Letter”** duly filled-in & signed through e-mail/fax. In case of non-participation in the tender, the bidder is required to submit the reason(s) for non-participation in the format F-1 “Acknowledgement Cum Consent Letter” attached in the tender failing that BCPL may not issue any tender to such bidder in future.

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

This is not an ORDER.

For & on behalf of
Brahmaputra Cracker & Polymer Limited

[Mausoom Choudhury]
Senior Manager [C&P]
Mob. 7086045737
E-mail: mausoom.choudhury@bcplindia.co.in

भाग – II
SECTION – II

बोली मूल्यांकन मानदंड (बीईसी) और मूल्य
बोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY

BID EVALUATION CRITERIA (BEC):

A.1 BEC- Technical: (as a single bidder)

A.1.1

The bidders must have completed/executed at least single work order/ contract or a value not less than as mentioned below for providing "First Aid Centre / Dispensary / Occupational Health Center" in any industrial establishment / Plant / Factory in any Govt./Semi Govt./PSU/MNC/ **Public Ltd. Company/Pvt Ltd Company** having minimum value of **Rs50.23 Lakhs** (Rupees Fifty LakhsTwenty ThreeThousand)in previous 07 yearsprior to due date of bid submission.

OR

The bidder should have its own running Hospital/Nursing Home under Assam Health Establishment Act 1993 having a valid license.

A.1.2

If the bidder is executing a similar service contract which is still running andthe contract **VALUE** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **VALUE** mentioned in the BECabove at sl. no. A.1.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant of the owner.

A.1.3 Relaxed Norms for Startups (prior experience criteria):Not applicable

Prior experience (i.e. sl. no. A.1.1 above) for 'Startup' company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall be required.

A.2 BEC- Financial: (as a single bidder)

A.2.1 TURN OVER: The **annual turnover** of the bidder must have **minimum valueofRs 50.23 Lakhs**in any of the three (03) previous audited financial years ending on 31st March '2019. i.e. **FY: 2018-19, 2017-18 &2016-17.**

A.2.2 NET WORTH: Net Worth of the bidder should be **positive** as per the **last audited financial statement. i.e. FY: 2018-2019.**

A.2.3 WORKING CAPITAL: The bidder should have **minimum working capital of valueRs.5,02,000/-as per the last audited financial statement for the year.i.e. FY: 2018-19.**

If the bidder's working capital is negative or inadequate as per BEC clause no. A.2.3, the bidder shall submit/upload a letter from the bidder's bank as

per **Format, F-15**, having net worth not less than **Rs. 100 Crores**, confirming the availability of the line of credit for at least **Rs. 5,02,000/-** as mentioned above at BEC clause no. A.2.3 (Format specified in tender document).

Relaxed Norms for Startups (financial criteria): Not applicable

Prior turnover as specified for 'Startup' company shall be required.

A.3 Documents/Documentary Evidence required to be uploaded (submitted) in e-tender portal by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. A.1 & A.2:

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
	A.1	Technical Experience Criteria – Document <u>[All documents to be submitted must be Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp]</u>	
1.	A.1.1	Experience against execution of order / contract	a) Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been executed and completed towards “First Aid Centre / Dispensary / Occupational Health Center” in any industrial establishment / Plant / Factory in any Govt./Semi Govt./PSU/MNC/ Public Ltd. Company/Pvt Ltd Company along with the details of SOR items & scope of work. b) Completion Certificate against the Work Order/LOA/Agreement submitted as mentioned at point “a)” above. The <u>Completion Certificate</u> must contain the detailed information like LOA/Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The <u>Completion certificate</u> should be issued by the end-user/owner/ authorized consultant c) Documents supporting to have its own running Hospital / Nursing Home under Assam Health Establishment Act 1993.

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
2	A.1.2	Experience against execution of running Contract	a) Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running as mentioned at BEC clause no. A.1.1 along with the details of SOR items & scope of work. b) Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the Contract as mentioned at point “a)” above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. A.1.1 above. The execution certificate must contain the detailed information like LOA/Order No. / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Execution Certificate should be issued by the end-user/owner/authorized consultant.
3.	A.1.3	Documents against Startup Company	a) Bidder to upload / submit the valid ‘Certificate of Recognition’ issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India 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 notarized by notary public with legible stamp for availing EMD benefit.
	A.2	Financial Experience Criteria- Document [All audited financial statements/documents (balance sheet and profit & loss account statement under A.2.1, A.2.2 & A.2.3 of above BEC) to be uploaded (submitted) must be duly Certified/attested by Notary public with legible stamp]	
4.	A.2.1	Annual Turn-over	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of the preceding three (3) Financial Year(s) as per BEC clause no. A.2.1.
5.	A.2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of last audited Financial Year as per BEC clause no. A.2.2.
6.	A.2.3	Working capital	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) for the last audited Financial Year as per BEC clause no. A.2.3.

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
7.		Format, F-16	"Details of financial capability of bidder" shall be uploaded (submitted) in the prescribed Format, F-16 (of tender document) duly signed and stamped by a Chartered Accountant only.

Note to above Bid Evaluation Criteria (Serial no. A of BEC):

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- (ii) For experience based on composite works: In case bidder has executed a composite work in a single contract which includes qualifying work stated above at BEC sl. no. A.1.1, then the value of such qualifying work out of total quantity of composite work shall only be considered for the purpose of evaluation.
- (iii) Experience of bidder acquired as a subcontractor is acceptable against submission of certificate from the end user by such bidder along with other specified documents.
- (iv) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries (if any) during evaluation of Bids.
- (v) Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL.
- (vi) The cut-off date for meeting the criteria of BEC of the tender shall be the due date for bid submission.

B) Methodology for Evaluation of Bids:

- B.1** For the purpose of evaluation of bid and arriving at the L1 bidder, the total value of SOR on **overall basis** shall be considered excluding GST.
- B.2** In case of a tie at the lowest bid (L1) position between two or more bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.
- B.3** Startups are exempted from submission of **EMD**.
- B.4** **CPBG: The following CPBG clause shall be incorporated in tender document,**

The contract performance security shall be 10% of Total Order / Contract Value (exclusive of GST) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the defect liability period/warranty period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document.

OR

Initial security deposit (ISD) @ 2.5% of Total Order / Contract value (exclusive of GST) within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized basic Contract value of Annualized basic Contract value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the defect liability period/warranty period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document.

B.5 PPP Policy 2012

*Considering the nature of job, **splitting of quantities will not be possible**, hence the clause for award of 25 % of ordered value to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (any bidder other than MSE or start up bidder) + 15%, may be awarded for full/ complete services of tendered value subject to matching of L1 price as per ITB of tender document. In case more than one MSE bidder(s) quoting within the price band of L1+15% and tender item is non-divisible, then in such case, the MSE bidder(s) shall be asked to match the price of L1 bidder sequentially in the order of L2, L3, L4 & so on. In case of tie, the MSE bidder having highest turnover as per last audited financial year shall be awarded subject to matching of L1 price.*

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.
- [III] BIDDER IS REQUESTED TO SUBMIT THE ALL REQUISITE / RELEVANT DOCUMENTS PROPERLY SATISFYING THE BEC OF THE TENDER SO AS TO AVOID ANY DELAY IN SEEKING QUERIES / CLARIFICATIONS THEREOF.

भाग – III
SECTION – III

बोलीदाताओं के लिए निर्देश (आईटीबी) और
प्रारूप (बोली-प्रक्रिया डेटा पत्रक (बीडीएस) के
साथ पढ़ा जाए)

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

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1.0 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/BCPL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services 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'.

2.0 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 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 (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of 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 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 work to the Employer during the preparatory stages of the work or of the project of which the works/services 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 Power of Attorney:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO /Chairman MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3.0 BIDS FROM "JOINT VENTURE"/"CONSORTIUM"

Bids from consortium/ JV shall not be applicable.

4.0 ONE BID PER BIDDER

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. 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.

5.0 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

Tender Fee shall not be applicable in this tender.

6.0 SITE VISIT

6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7.0 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] & 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] & Scope of Work [SOW]
- Section-VI : Schedule of Rates [SOR]

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

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

8.0 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 due date of submission of bid 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 BCPL's tendering web site [<https://bcplonline.co.in>; <http://gailtenders.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".

9.0 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 integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (H) of IFB /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

10.0 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BCPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11.0 DOCUMENTS COMPRISING THE BID

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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (f) 'Letter of Authority' on the Letter Head, as per 'Form F-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 /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (o) Any other information/details required as per Bidding Document
- (p) EMD in original as per Clause 16 of ITB
- (q) All forms and Formats including Annexures.
- (r) Original Tender Fee (if applicable)
- (s) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (t) Additional document specified in Bidding Data Sheet (BDS).

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

11.1.2 ENVELOPE-II: Price Bid

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.
- 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.

11.2 In case the bids are invited under e-tendering system, bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <https://bcplonline.co.in>. Bids submitted

manually shall be rejected, the bids must be submitted on BCPL's E-tendering website as follows:-

11.2.1 PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID" comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond, Tender fee (wherever applicable), copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the BCPL's e-tendering portal.

Further, Bidders must submit the original " EMD & Tender Fee (wherever applicable), Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.2.2 PART-II: PRICE BID

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 herein above and to uploaded in SOR attachment/Conditions of E-tendering portal.

12.0 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 except **GST (CGST & SGST/UTGST or IGST)**.

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, General Conditions of Contract ("GCC"), Special Conditions of Contract ("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 Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or**

IGST) shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.

- 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 due 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.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13.0 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** 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 **GST (CGST & SGST/UTGST or IGST)** collected from Owner.
- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) 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 **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case BCPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case BCPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BCPL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

13.5 Where the BCPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.5.1 Owner/BCPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/BCPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

13.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where the BCPL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

13.6.1 Owner/BCPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

13.6.2 The bids will be evaluated based on total price including applicable **GST (CGST & SGST/UTGST or IGST)**.

13.7 BCPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, it not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (**CGST & SGST/UTGST or IGST**) while evaluation of bid. Where BCPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

13.8 In case BCPL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where BCPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BCPL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to BCPL or ITC 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 / Supplier.

13.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** 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 **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST UTGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by BCPL to Supplier of Goods / Services.

14.00 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then BCPL shall not be obligated or liable to pay or reimburse GST to such vendor and

shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BCPL.

15.0 BID VALIDITY

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. 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 EMD. 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 EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16.0 EARNEST MONEY DEPOSIT

- 16.1 Bid must be accompanied with earnest money (i.e. **Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of **‘Demand Draft’ / ‘Banker’s Cheque’** [in favour of **Brahmaputra Cracker and Polymer Limited** payable at place mentioned in **BDS**] or **‘Bank Guarantee’** strictly as per the format given in form F 4/ F- 4A (as the case may be) of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of **‘Bank Guarantee’** should have a validity of at least ‘two [02] months’ beyond the validity of the Bid. EMD submitted in the form of **‘Demand Draft’** or **‘Banker’s Cheque’** should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

- 16.2 The EMD is required to protect BCPL against the risk of Bidder’s conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.
- 16.3 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD 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 ₹ 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.
- 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 EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.
- 16.6 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ (if applicable) and furnishing the ‘Contract Performance Security (CPS)/ Security Deposit’ pursuant to clause no. 38 of ITB.

16.7 Notwithstanding anything contained herein, the EMD 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 Bid during the period of bid validity (after Due Date and Time for Bid Submission).
- (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 of the "Notification of Award" / 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 EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.9 MSEs(Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

17.0 PRE-BID MEETING

17.1 As mentioned in tender document.

18.0 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.

18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB.

19.0 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/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (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**

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

[D] – SUBMISSION OF BIDS

21.0 **SUBMISSION, SEALING AND MARKING OF BIDS**

- 21.1 In case of e-tendering, bids shall be submitted through e-TENDER mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2 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.

22.0 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 In case of e-bidding, the bids must be submitted through e-TENDER mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.3 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 due date of submission of bid will be uploaded on BCPL's website/ communicated to the bidders.

23.0 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 case of e-tendering, e-tendering system of BCPL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
- In case of manual tendering, bids received by BCPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the bid bond/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.
- 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.

24.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF E- TENDERING

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

24.1.2 IN CASE OF 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 be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly super scribing the envelope as "WITHDRAWAL" and "Tender Document number:...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of BCPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) 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.

25.0 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.

[E] – BID OPENING AND EVALUATION

26.0 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 not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

27.0 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 Bidder(s) or any other persons not officially concerned with such process.

28.0 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.

29.0 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 material deviation, reservation or omission.

30.0 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 Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder 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 shall be re-calculated/ corrected accordingly.
- (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.

31.0 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32.0 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents.

33.0 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-

33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.

33.2 The bidder is required to specify the rate for ESC on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34.0 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

35.0 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.

36.0 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by Fax / E - mail

/Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" 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"

37.0 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 "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38.0 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 (CPS) in accordance with General Conditions of the Contract. The CPS 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. However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be

exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner.

Bank Guarantee towards CPS 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 as three months beyond the DLP specified in Bid Data Sheet.

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 EMD.

38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS 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 CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

38.5 Further, the bidder can submit CPBG on line through issuing bank to BCPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by BCPL.

39.0 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 BCPL's website (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 BCPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahmaputra Cracker and Polymer Limited. (BCPL), to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahmaputra Cracker and Polymer Limited, such decision of Brahmaputra Cracker and Polymer Limited 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.

40.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

40.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), 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 MSEs.

i) Issue of tender document to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD.

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 25% 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 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by women.

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

iv) In case Quantity Non- Split able : In case tendered item is non-split able 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.

In case more than one MSE bidder(s) quoting within the price band of L1+15% and tender item is non-divisible, then in such case, the MSE bidder(s) shall be asked to match the price of L1 bidder sequentially in the order of L2, L3, L4 & so on.

In case of tie, the MSE bidder having highest turnover shall be awarded subject to matching of L1 price.

40.2 The MSE(s) 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) 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.

Further, the definition of MSEs owned Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs.

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

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

The above documents uploaded 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.

The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

40.3 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 from BCPL, 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.

40.4 Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC,

under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

- 40.5 The benefit of policy are not extended to the traders / dealers / Distributors / Stockiest / Wholesalers.

41.0 AHR ITEMS

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

- I) Rates as per SOR, quoted by the Contractor/Bidder.
- II) Rate of the item, which shall be derived as follows:
 - a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

42.0 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43.0 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 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

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

44.0 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.

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

Mentioned in the special conditions of contract

46.0 INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

BCPL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

47.0 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible

48.0 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

49.0 QUARTERLY CLOSURE OF THE CONTRACT (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, BCPL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

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.

A2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents

and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

- 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.
- A.9 “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)/ Contract Performance Security (CPS) 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)/Contract Performance Security (CPS) 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 same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from investigating agency, forward for specific immediate action against the agency.
- (iii) Nonperformance 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 same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

E. Appeal against the Decision of the Competent Authority:

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

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

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

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

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 ₹ 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:

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 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 ₹ 7 Lakhs.
- ii) One time Vendor/ Supplier/Contractor/ Consultant.
- iii) Orders for Misc./Administrative items/ Non stock Non valuated items.

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

5.0 **REVIEW & RESTORATION OF PARTIES 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.

9.0 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 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).

10.0 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.

- 11.0 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then party will be put on holiday for a period of six months after following the due procedure.

Annexure-1

Brahmaputra Cracker and Polymer Limited

PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment

- iv) Order/Contract value (₹) :
- 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 Allotted				

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

B.	FOR SUPPLIES	Marks
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-2

Brahmaputra Cracker and Polymer Limited

PERFORMANCE RATING DATA SHEET (FOR O&M)

- i) Location :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items :
Works/Assignment
- iv) Order/Contract value (₹) :

- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

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 (For O&M)

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 - Moderate nature - low severe nature 0 marks 5 marks 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	Marks
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	Marks
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-III
ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

(Ready Reckoner to Participate in BCPL e-TENDER through CPP Portal of NIC)

1. General:

This section contains detailed instructions regarding bid submission procedure under BCPL's e-TENDER under NIC CPP Portal system. Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-TENDERING, Ready Reckoner and FAQs etc. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/tender document.

Bidders who wish to participate in e-tenders must go through the following in BCPL website in tender section:-

- 1) “Guideline for Bidder enrolment process to Participate in BCPL e-TENDER through CPP Portal of NIC”.**
- 2) “Ready Reckoner to Participate in BCPL e-TENDER through CPP Portal of NIC.**
- 3) “Bidder Manual Kit”**

which contains instructions in respect of e-Tendering essentially covering security settings required for bidder's PC / Laptop, uploading and checking the status of digital signature in the bidder's PC / Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/Bid etc. Further, the

troubleshooting issues are also available in the form of FAQs (link given in website) which can be downloaded from E-Tender Portal (<https://eprocure.gov.in/eprocure/app>).

2. About e-TENDER Portal (Web):

BCPL's e-TENDER under NIC CPP Portal system enabling bidders to Search, View, Download tender document(s) directly from the portal <https://eprocure.gov.in/cppp/> (referred hereunder as "e-TENDER Portal") and also enables the bidders to participate and submit online prices directly in the e-TENDER portal or uploading of SOR/Price Schedule (Price Bid) in note and attachment folder, as applicable and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

3. Pre-requisite for participation in bidding process:

The following are the pre-requisite for participation in e-TENDERING Process:

3.1 PC/Laptop with Windows OS, Internet Explorer:

Bidder must possess a PC / Laptop with Windows 7 professional operating system and Internet Explorer 9 or above for hassle free bidding. Bidder must go through the system setting as mentioned in Resources required (go to <https://eprocure.gov.in/eprocure/app> → click downloads → click resources) and also refer Trouble Shooting (go to <https://eprocure.gov.in/eprocure/app> → click bidder Manual kit → click Trouble shooting).

3.2 Internet Broadband Connectivity:

The Bidder must have a high speed internet connectivity (preferably Broadband) to access NIC Portal for downloading the Tender document and uploading/submitting the Bids.

3.3 A valid e-mail Id of the Organization/Firm:

Bidder must possess an e-mail ID, preferably of the Organisation (in case of a company)/Individual (in case of proprietorship concern)/Partner having Power of Attorney (in case of a partnership firm) to create login ID. The e-mail ID should not be changed frequently. All communication related to e-tendering including system generated mails shall be sent on this e-mail Id only. The communication to bidder is fully automated through the system and hence email-ID of bidder is very important for online communication with bidder during various stages of tendering process and should be preferably common e-mail Id of the Organisation.

3.4 User ID and Password for new Bidder(s):

To participate in the bidding process, it is mandatory on the part of bidder(s) to have user ID and password. Without user ID (Login ID) and password, bidders cannot participate in e-TENDER. There will be single login ID for a bidder/vendor code. To obtain User ID and Password Vendor/Bidder must visit <https://eprocure.gov.in/eprocure/app> site and perform the following steps:

- i) Click on Online bidder enrolment (For new Bidders)
- ii) Fill the on line self-registration form and submit. Ensure that the e-mail address given in the form is valid and active.
- iii) Ensure that all the mandatory fields (identified with a * mark) are filled in the self-registration form for User Id creation.

Steps for creating user id & Password is available in file name “steps by steps guide for online Bidder enrolment process” in BCPL website.

3.5 Procedure for change of E-mail ID of the Bidder:

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:

(I) What is a Digital Signature?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain Certifying Authorities (CA) to issue Digital Certificates. Digitally signed documents are legally valid as per the Indian IT Act 2000. One Digital Certificate is valid for a specified period and can be used for digitally signing any number of documents. For details go to <https://eprocure.gov.in/eprocure/app> → click Information about DSC.

Only Class 3b Digital Signature is acceptable where individual are using their digital signature on behalf of the organization and digital signature should be in the name of authorized signatory who has signed the bid on behalf of bidder.

(II) Why Digital Signature is required?

In order to bid for NIC e-tenders, bidders are required to obtain a legally valid Digital Certificate as per Indian IT Act 2000 from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

(III) How to obtain Digital Signatures from Certifying Authority (CA)?

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A). Information about CA's can be obtained through CCA India website (<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

- a) Visit the site of the licensed CA* using internet browser.
- b) Follow the instructions on the CA's website for submission of requisite documents for issue of the Digital Certificate and making payment.

***Links to some of the licensed CA's are provided below:**

1. <http://www.ncodesolutions.com>
2. <http://www.sifycorp.com>
3. <http://www.tcs-ca.tcs.co.in>
4. <http://www.e-mudhra.com>
5. <http://www.nicca.nic.in>
6. www.idrbtca.org.in

For foreign bidder please refer:-<https://eprocure.gov.in/eprocure/app> then click on download – where procedure for obtaining DSC for Foreign Bidders is given.

4. How to submit On-line Bids/Offer electronically against E-tenders?

Bidders who wish to participate against e-tenders uploaded on BCPL's e-TENDER under NIC CPP Portal website (<https://eprocure.gov.in/cppp/>) (e-TENDER portal) should follow the steps Mentioned in the “**Bidders Manual Kit**” available on BCPL website / (go to <https://eprocure.gov.in/eprocure/app> → click Bidder manual kit) which shall guide them to Search, Display/View, Download and Submit electronic Bids/Offer online in a secured manner ensuring confidentiality. Bidder can also download the tender documents from BCPL websites, but they must have to quote through e-mode only (CPP Portal).

5. How to search, view and download e-TENDER?

Explained in **Bidders Manual Kit** which is available in BCPL website.

6.0 Content of Bid:

6.1 Un-Priced Bid:

The Un-priced Bid - “SOR” (i.e. Part I – Technical Bid, refer ITB of tender for details) to be uploaded using Link “TECHNICAL DOCUMENT”. Bidders are advised to not upload duly filled Schedule of Rates/Price Schedule (Price Bid) at this link. For detailed instructions, **Bidders Manual Kit** which is available in BCPL website for bidders may be referred.

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/tender under tender document of e-TENDER portal.

Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder. **No Manual/Hard copy** of bid is acceptable. **Bids submitted manually shall be rejected.**

Bidders are required to submit the Earnest Money Deposit (EMD)/Bid Bond in original in the prescribed formats and in the manner prescribed in the tender document at the time of bid submission in sealed envelope.

However, if the bidder is unable to submit EMD/Bid Bond in original on the due date, he may upload scanned copy of the EMD/Bid Bond while submitting the bid electronically, provided the original EMD/Bid Bond, copy of which has been uploaded, is received within 7 (seven) days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy.

The complete bid (each page) shall be continuously numbered in sequence, from start till end i.e. 1, 2, 3... n. The bid shall be uploaded along with proper index and indicating page numbers against each category of documents.

Note:

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-TENDER portal.
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

Inadvertently, if a document is uploaded in by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/modified document prior to due date & time.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder of Tender Document in e-TENDER portal.

6.2 Priced Bid:

The Priced Bid (i.e. Part II – Price Bid, refer ITB for details) to be uploaded using “FINANCE ATTACHMENTS” and NOT using link “TECHNICAL DOCUMENT”. Bidders are advised not to upload any other documents and same shall be ignored. For detailed instructions, refer tender document and Ready Reckoner.

BCPL shall not be responsible for any failure on the part of the bidder in submission of Priced Bid and the manner prescribed elsewhere in this instruction sheet in tender documents.

7. e-TENDER demo during pre-bid conference:

During the Pre-Bid Conference, BCPL shall also arrange demonstration for submission of bids in e-TENDER portal for interested bidders.

8. Submission of documents:

Bidders are requested to upload small sized documents preferably (up to 25 MB) at a time to facilitate easy uploading into e-TENDER portal. BCPL shall not be responsible in case of failure of the bidder to upload documents/bids within specified time of tender submission.

9. Last date for submission of bids:

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on NIC's e-TENDER webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

Bidders are advised in their own interest to ensure that bids are uploaded in e-TENDER system well before the closing date and time of bid.

10. Internet connectivity:

If bidders are unable to access BCPL's e-TENDER under NIC CPP Portal system or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/Broad band internet connectivity without Proxy settings is another option.

11. Help to Contractors:

For special instructions to bidders / contractors Please visit <https://eprocure.gov.in/eprocure/app> → click Help to contractors.

12. FAQ:

For various frequently asked question Please visit <https://eprocure.gov.in/eprocure/app> → click FAQ.

13. e-Brochure:

For e-brochure Please visit <https://eprocure.gov.in/eprocure/app> → click Downloads → click e brochure (details & general).

14. DSC for Foreign Bidders:

For DSC for foreign bidders Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → click DSC for foreign bidders.

15. System Malfunction Procedure:

For system malfunction procedure Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → system malfunction procedure.

16. IT Resources:

For various IT resources Please visit → <https://eprocure.gov.in/eprocure/app> → click Downloads --- Resources required. (Download Java for system compatibility).

17. Form for DSC Deactivation for bidders:

For DSC deactivation Please visit - <https://eprocure.gov.in/eprocure/app> → click Downloads → Form for DSC deactivation for bidders.

18. Search Tender for Guest Users:

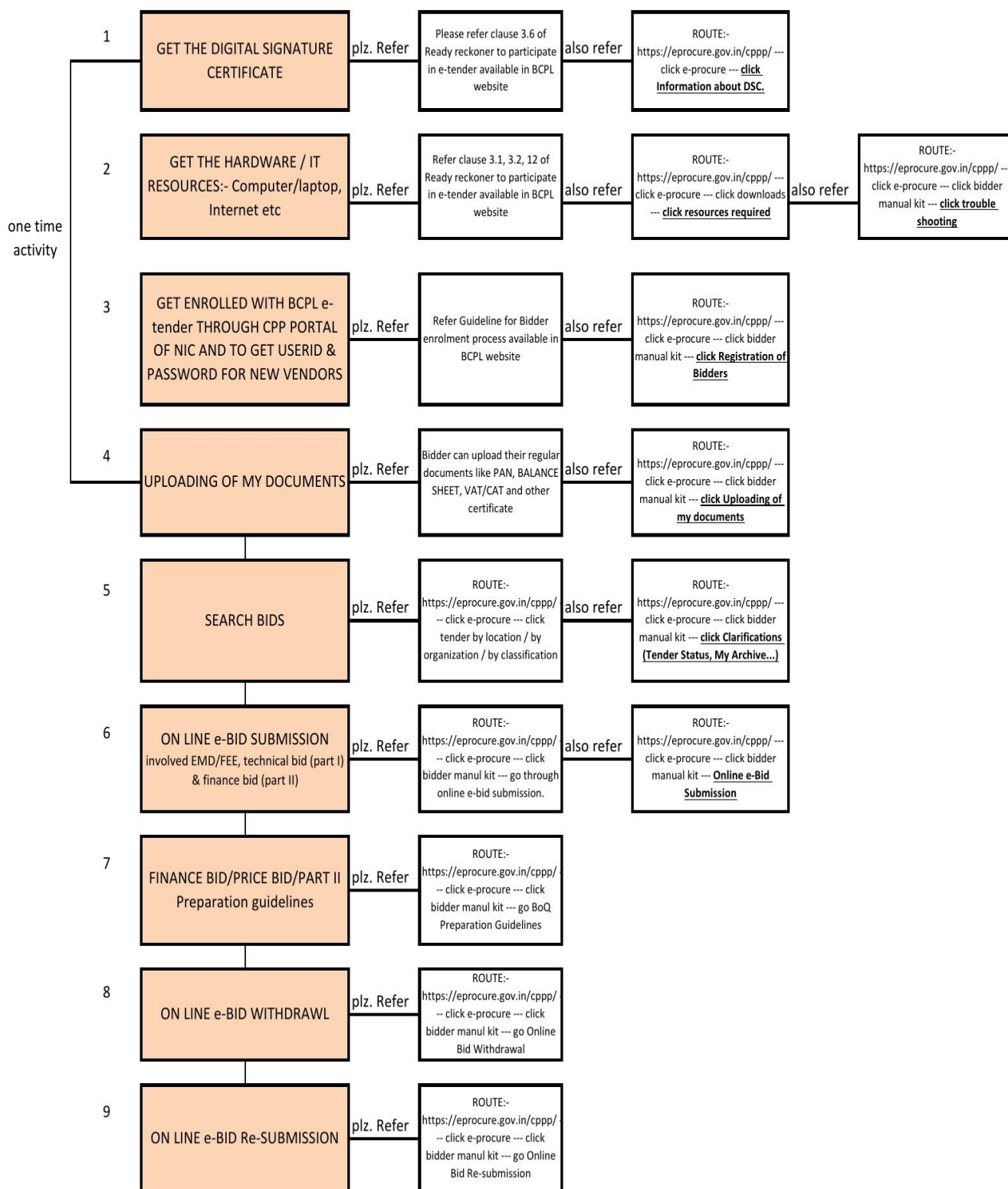
For tender search Please visit - <https://eprocure.gov.in/eprocure/app> → click on Tenders by Location / Tenders by Organization / Tenders by classifications / Tenders by Archive.

The screenshot displays the Central Public Procurement Portal (eProcurement) interface. The header includes the Government of India logo and the portal name. The main content area is divided into several sections: 'Welcome to eProcurement System', 'Latest Tenders', 'Latest Corrigendum', and 'Tender Search'. The 'Latest Tenders' section lists various tenders with columns for Tender Title, Reference No., Closing Date, and Bid Opening Date. The 'Latest Corrigendum' section lists corrigenda with columns for Corrigendum Title, Reference No., Closing Date, and Bid Opening Date. The 'Tender Search' section includes a search bar and a 'Go' button. On the right side, there are buttons for 'Tenders by Location', 'Tenders by Organisation', 'Tenders by Classification', and 'Tenders in Archive'. A blue arrow points from the 'Tenders by Location' button on the right to the 'Tenders by Location' button on the left.

Tender Title	Reference No.	Closing Date	Bid Opening Date
3. Online invitation of bids for Aircraft Maintenance Spares	CAREN/STAT/2016/14-17	31-Jan-2017 02:00 PM	01-Feb-2017 02:15 PM
3. supply of Animal Rabbits	65116/07-3	17-Jan-2017 06:00 PM	18-Jan-2017 12:00 PM
4. RATE CONTRACT FOR SUPPLY OF STRUCTURAL STEEL	PH/DA/1333	09-Jan-2017 03:00 PM	10-Jan-2017 03:00 PM

Corrigendum Title	Reference No.	Closing Date	Bid Opening Date
10. Date extension	RLI NO. 12 / 2016-17	02-Jan-2017 04:00 PM	03-Jan-2017 12:00 PM

19. Check list / Quick View Summary:



For various queries, manual, FAQs and information may please refer the link <https://eprocure.gov.in/eprocure/app>

The screenshot displays the Government of India Central Public Procurement Portal (eProcurement). The header includes the Government of India logo and the portal name. The main content area is divided into several sections:

- Welcome to eProcurement System:** A message stating that the eProcurement System of India enables Tenderers to download the Tender Schedule free of cost and submit bids online.
- Latest Tenders:** A table listing tenders with columns for Tender Title, Reference No, Closing Date, and Bid Opening Date. One tender is visible: "8. CONTRACT FOR SUPPLY OF CHICKEN (BROILER) DRESSED (JHATKA/HALAL) AND CHICKEN (BROILER) ALIVE".
- Latest Corrigendums:** A table listing corrigendums with columns for Corrigendum Title, Reference No, Closing Date, and Bid Opening Date. One corrigendum is visible: "7. Technical amendment-1".
- User Login:** A section for users to log in with their ID and password, and a link for online bidder enrollment.
- Tender Search:** A section for searching tenders by ID/Title/Reference no.
- Help For Contractors:** A section with links to various resources including Information About DSC, FAQ, Feedback, and Bidders Manual Kit.

A blue arrow points from the 'FAQ' link in the left sidebar to the 'FAQ' link in the right sidebar.

In Help to contractor's users will get: **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal.**

In Information about DSC user will get: **Frequently Asked Questions on Digital Signature Certificate.**

In FAQ user will get various FAQ related to:

- GENERAL Q&A about e-procurement.
- On line enrolment Q&A
- Password related Q&A
- DSC related Q&A
- Tender related Q&A
- Security related Q&A
- Foreign bidder related Q&A
- User account related Q&A

Feedback: **Users to give their feedback to NIC.**

Bidder manual kit: **Bidder will get various manuals for the following:**

- | | |
|---------------------------|---|
| 1 Notice to Bidders | notice to bidders.pdf |
| 2 Registration of Bidders | bidder_registration.pdf |

3	Uploading of My Documents	my_documents.pdf
4	Online e-Bid Submission	two cover bid submission.pdf
		three cover bid submission.pdf
		four cover bid submission.pdf
		single cover bid submission.pdf
5	Online Bid Withdrawal	bid_withdrawal.pdf
6	Online Bid Re-submission	bid_resubmission.pdf
7	Clarifications (Tender Status, My Archive...)	enquiry.pdf
8	Trouble Shooting	troubleshoot_document.pdf
9	BoQ Preparation Guidelines	BoQ_Help_Bidder_ItemRate.pdf
		BoQ_Help_Bidder_ItemWise_Tax.pdf
		BoQ_Help_Bidder_Percentage.pdf

HELP DESK (BCPL)

Phone: 6900182953 (only for e-TENDER queries)

Mobile: 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

Phone: 1800-233-7315, 0120-4200462, 0120-4001002 (only for e-TENDER queries)

Mobile: 8826246593

Email: cphp-nic@nic.in

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BIDDING DATA SHEET (BDS)

**(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE
ISSUANCE OF TENDER)**

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.1	The Invitation for Bids / Tender No. is : CO19W213MC/1322				
1.2	The Employer/Owner is: M/s. Brahmaputra Cracker and Polymer Limited				
2.1	The name of the Works/Services to be performed is: HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td> <td align="center">NO</td> </tr> <tr> <td>NOT APPLICABLE</td> <td align="center">YES</td> </tr> </table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of <i>Brahmaputra Cracker and Polymer Limited</i> payable at Dibrugarh				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Sh. M. Choudhury, SENIOR MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006				
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): _____				
12	Additional Provision for Schedule of Rate / Bid Price are as under: <u>NOT APPLICABLE</u>				
12 & 13	Whether BCPL will be able to avail input tax credit in the instant tender. <table border="1"> <tr> <td>YES</td><td> </td></tr> <tr> <td>NO</td><td> </td></tr> </table>	YES		NO	
YES					
NO					
14	The currency of the Bid shall be INR				
15	The bid validity period shall be 3 (Three) months from final 'Bid Due Date'.				
16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be in favor of Brahmaputra Cracker and Polymer Limited , payable at DIBRUGARH .				
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. Not applicable in case of e-tendering.				
22	The Tender No. of this bidding process is: <u>Two Bid System</u>				
22.3 and 4.0 of IFB	For <u>bid submission purposes</u> only, the Owner's address is : Attention: Sh. M. Choudhury, SENIOR MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006,				
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,					
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" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td><td>NO</td></tr> <tr> <td>NOT APPLICABLE</td><td>YES</td></tr> </table>		APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO					
NOT APPLICABLE	YES					
F. AWARD OF CONTRACT						
ITB clause	Description					
37	State of which stamp paper is required for Contract Agreement: Assam					
38	Contract Performance Security/ Security Deposit. <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td><td>YES</td></tr> <tr> <td>NOT APPLICABLE</td><td>NO</td></tr> </table> Applicable: As specified in clause No. 38 of Section-III of tender document.		APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES					
NOT APPLICABLE	NO					
40	Whether tendered item is non-split able or not-divisible : <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>YES</td><td>YES</td></tr> <tr> <td>NO</td><td>NO</td></tr> </table>		YES	YES	NO	NO
YES	YES					
NO	NO					
41	Provision of AHR Item: <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td><td>NO</td></tr> <tr> <td>NOT APPLICABLE</td><td>YES</td></tr> </table>		APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO					
NOT APPLICABLE	YES					
49	Quarterly Closure of Contract:					

	<table> <tr> <td>APPLICABLE</td><td>YES</td></tr> <tr> <td>NOT APPLICABLE</td><td>NO</td></tr> </table>	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES				
NOT APPLICABLE	NO				
Clause No. 27.3 of GCC	Bonus for Early Completion: <table> <tr> <td>APPLICABLE</td><td>NO</td></tr> <tr> <td>NOT APPLICABLE</td><td>YES</td></tr> </table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				

भाग – IV **SECTION – IV**

फॉर्म और प्रारूप

FORMS & FORMATS

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
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-19	E-BANKING FORMAT

F-1

BIDDER'S GENERAL INFORMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS.

E-TENDER NO.: BCPL/C&P/ CO19W213MC/1322

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder Name	
2.	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3.	Name of Proprietor / Partners / Directors of the firm/company	
4.	Number of Years in Operation	
5.	Erstwhile Name of Bidder /Details of name change during years of Operation	
6.	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:
7.	Telephone Number & Contact Information of Registered Office	_____ (Country Code) (Area Code) (Telephone No.) FAX No. : e-mail ID:
8.	Operation Address (if different from above)	City: District: State: PIN/ZIP:

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
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9.	Telephone Number & Contact Information of Operation Address	(Country Code) (Area Code) (Telephone No.) FAX No. : E-mail ID:
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.	GST No.	[Enclose copy of GST Registration Certificate]
20.	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21.	ESI code No.	[Enclose copy of relevant document]
22.	Vendor Classification with respect to GST. Mark (✓) on the applicable one.	Registered ☐ Un-Registered ☐ Compound Scheme ☐ PSU, GOVT ☐ SEZ ☐
23.	We (Bidder) are covered under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
24.	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
25.	Type of Entity	Corporate / Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

BID FORM**To,****M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED****SUB: “HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS”.****E-TENDER NO.: BCPL/C&P/ CO19W213MC/1322**

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 as specified in BDS 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" equal to "_____ of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

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:

LIST OF ENCLOSURES**To,****M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED****SUB: HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT
BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS****E-TENDER NO.: BCPL/C&P/ CO19W213MC/1322****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. Bid Security/EMD
7. Tender Fee* (**Not Applicable**)
8. Power of Attorney*
9. Duly certified document from chartered engineer and or chartered accountant.

Note:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"

(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT
BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS**

E-TENDER NO.: BCPL/C&P/CO19W213MC/1322**Dear Sir(s),**

In accordance with Letter Inviting Tender under your reference No _____ M/s.

_____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer 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 any recourse to the tenderers by Brahmaputra Cracker and Polymer Limited. (BCPL), 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 Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ 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 _____ 20__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

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 along with documentary evidence.

.....

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 FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS”.****E-TENDER NO.: BCPL/C&P/ CO19W213MC/1322****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

"NO DEVIATION" CONFIRMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT
BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS.**

E-TENDER NO.: BCPL/C&P/ CO19W213MC/1322

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:

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT
BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS**

E-TENDER NO.: BCPL/C&P/ CO19W213MC/1322

Dear Sir,

We hereby confirm that we are not on 'Holiday' by 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 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:

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA**To,****M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

**SUB: HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT
BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS****E-TENDER NO.: BCPL/C&P/ CO19W213MC/1322****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:

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the “contractor/supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO / LOA / FOA No. _____ dated _____ for Brahmaputra Cracker and Polymer Limited having registered office at Guwahati (herein after called the “BCPL” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify BRAHMAPUTRA CRACKER AND POLYMER LIMITED, in case of default.

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BRAHMAPUTRA CRACKER AND POLYMER LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as BCPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said

M/s._____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ Guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees

in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

.....

AGREED TERMS & CONDITIONS

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS
E-TENDER NO.: BCPL/C&P/ CO19W213MC/1322

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable GST (CGST & SGST / UTGST or IGST) Mark (√) on the applicable one.	CGST: % + SGST/UTGST: % Total: % Or IGST: %
4.1	Please furnish Service Accounting Code (SAC) towards subject service.	
4.2	We hereby confirm that the quoted prices is in compliance with 'Anti-Profiteering clause' as per Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
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 Security will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Security 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	

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
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 period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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 FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT
BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS**

E-TENDER NO.: BCPL/C&P/CO19W213MC/1322

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 :

UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS”.

E-TENDER NO.: BCPL/C&P/ CO19W213MC/1322

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(A Government of India Enterprise)

F-13

BIDDER'S EXPERIENCE

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTRE AT BCPL LEPETKATA, LAKWA AND DULIAJAN FOR A PERIOD OF 24 MONTHS".

E-TENDER NO.: BCPL/C&P/ CO19W213MC/1322

Sl. No	Description of the Services	LOA /WO No. and date	Full 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 Commence ment of Services	Scheduled Completion Time (Months)	Date of Actual Completi on	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

[Signature of Authorized Signatory of Bidder]



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(A Government of India Enterprise)

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:

Sl. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) 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	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document alongwith unpriced bid as per bid requirement.		



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(A Government of India Enterprise)

3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(A Government of India Enterprise)

F-15

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

(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. _____

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



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(A Government of India Enterprise)

F-16

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT :

Description	Year ____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

***Refer Instructions**

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(A Government of India Enterprise)

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. 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.
4. 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 plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(A Government of India Enterprise)

F-19

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 BCPL(India) 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)

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	1st 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	2nd Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]
B1		Name of Order issuing Agency/Client/Owner/Company	:	
B2		Order No. & Date	:	
B3		Brief Details/Name (Nature) of Supply	:	
B4		Contract/Order Value (in Rs.)	:	
B5		Period of Contract/ Order	:	
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order		

		iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc		_____ _____ _____
C	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	:	
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		_____ _____ _____ _____ _____ _____ _____

THIS FORMAT TO BE FILLED BY THE BIDDER

FINANCIAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ SECTION-II, CLAUSE OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

- Format-15** (to be **submitted**) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2018-2019, 2017-2018 & 2016-2017 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: 2018-19, 2017- 2018 & 2016-2017 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2018-2019 FY: 2017-2018 FY: 2016-2017	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 ` 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: 2018-2019. Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ Email ID:_____	Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-16 as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant:_____ Membership No. of Chartered Accountant_____	Yes / No	

भाग – IV
SECTION – IV

संविदा की सामान्य शर्तें (जीसीसी)
GENERAL CONDITIONS OF CONTRACT (GCC)

Dear Sir,

In reference to the e-Tender Number **BCPL/C&P/CO17W213MC/1322**, I / we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I / We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

General Conditions of Contract:

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

Thanking you,

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

Name:

Designation:

Company Seal:

भाग – V
SECTION – V

संविदा की विशेष शर्तें (एससीसी) और कार्य
स्कोप (एसओडबल्यू)

**SPECIAL CONDITIONS OF CONTRACT
(SCC) & SCOPE OF WORK (SOW)**

SPECIAL CONDITIONS OF CONTRACT [SCC]

SUBJECT: "HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTER AT BCPL-LEPETKATA, BCPL-LAKWA AND BCPL GDU-DULIAJAN FOR A PERIOD OF TWO YEARS".

1.0 GENERAL:

1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract, wherever the context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall be deemed to have included cost of such performance and provisions, so mentioned.

1.4 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

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

2.0 DEFINITIONS:

2.1 The "CONTRACT" means the documents forming tender papers, the offer, the acceptance thereof and formal agreement executed between BCPL & the Contractor(s) together with the connected documents shall be deemed to form contract and shall be complementary to one another.

2.2 "BCPL" shall mean Brahmaputra Cracker and Polymer Ltd. having its Registered Office at 1st Floor, House No. 6, Bhuban Road, Uzanbazar, Guwahati - 781001, Assam and Project Office at BCPL, Administrative Building, Lepetkata-786006, Dibrugarh, Assam, shall include its successors, heirs, assigns and representatives.

2.3 The "CONTRACTOR(s)" shall mean the individual(s) or the Firm or Company or partnership concern undertaking this contract and shall include its legal representatives, successors, heirs, assigns and representatives. "MONTH" means a calendar month irrespective of number of days, however for part of the month, it will be reckoned of 30 (thirty) days.

2.4 "ENGINEER-IN-CHARGE" means the person designated as such by BCPL or expressly authorized by BCPL to act for and on its behalf, here-in-after called as EIC.

2.5 "SCHEDULE OF RATES (SOR)" means the schedule of rates attached with this tender document.

3.0 "Service" shall comprise Scope of Work as attached.

3.0 LOCATION:

BCPL- Lepetkata, Lakwa & Duliajan

3.0 SCOPE OF WORK:

The Scope of work shall be as per Scope of Work attached.

4.0 TIME FOR START AND MOBILIZATION:-

Contractor has to mobilize his resources for taking over the job within 07(Seven) days from the date of issue of Letter of Intent (LOI)/ Letter of Acceptance (LOA), whichever is earlier. No mobilization advance shall be payable to the Contractor for initially starting the services. He has to arrange his own resources for starting the job in terms of the Contract.

In case of failure to mobilize the resources and takeover the job within the aforesaid time, a penalty of "Rs. 1000/- per day" will be imposed for a maximum period of 30 (thirty) days. Thereafter, the Contract will be cancelled and Earnest Money Deposit (EMD) will be forfeited in accordance with the terms & conditions of the Contract.

4.0 PERIOD OF CONTRACT:

4.1 The period of contract shall be for a period of 24 months from date of LOI / LOA which shall be reckoned from the date of Letter of Intent [LOI]/LOA or as may be mentioned therein.

4.2 The date of commencement of work shall be within seven days (07) from the date of LOI. BCPL reserves the right to terminate the contract in full or in part at any point of time without assigning any reasons by giving 30 days' notice in writing. The contractor/agency shall not be entitled for any compensation by reasons of any such termination.

4.3 During the currency of the contract BCPL may increase/decrease the number of stations depending on its requirements giving 7 (seven) days' notice to the contractor/agency without any alteration in terms and conditions as stipulated in the contract and same shall be obligatory and binding on the contractor/agency. Rates for new stations will be decided on mutual agreement.

4.4 The award of contract to the successful tenderer will not entitle him/them exclusive right to give service to the entire stations. BCPL reserves the right to conclude parallel contract(s) at the

same time, including the splitting of the present work amongst the tenderer(s), under any circumstances. BCPL's decision in this regard shall be final and binding on the contractor/agency.

4.5 The contractor/agency shall not be allowed to sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever, in any circumstances.

5.0 SITE-INFORMATION/SITE-VISIT

It is understood that before quoting the rates; the bidder has visited the work site and has acquainted himself fully with the nature and quantum of the job to be carried out by him in case of award of Contract. Ignorance of this will not be considered after award of work. The Contractor will be responsible to complete the entire job/work in all respects, including any other work necessary to complete the job satisfactorily, though specifically not covered under "Specifications & Scope of Work". BCPL reserves the right to award the work in parts between two or more bidders in case such a division found to be advantageous to BCPL.

The intending bidder shall be deemed to have gone through the GCC available with Tender Document. Non-familiarity with site condition and unawareness of GCC will not be considered a reason either for extra claim or for not carrying out Works / Services in strict conformity with specifications / requirements or any other terms and conditions of tender.

6. VALIDITY OF QUOTED RATES/PRICES

The 'quoted / accepted rates' shall remain valid for the entire duration of the Contract, and no escalation, for whatsoever reason, shall be permissible at a later date.

7. CONTRACT VALUE

The 'Contract Value' shall be as per the 'quoted / accepted rates' in the "SOR", excluding GST [and 'Cess' thereon], which shall be payable extra at actual by BCPL. 'Quantities' shown in the "SOR" are only 'indicative / tentative', and the same may be subjected to variations in both ways, as per stipulations made in "GCC". The Contractor shall not seek any revision in the 'quoted rates / prices' on account of any such variation(s) in 'quantities'.

8. SCHEDULES OF RATES [SOR]

8.1 The monthly rates of the bidder, as approved by the owner, shall remain firm during the entire duration of the Contract. No escalation of whatsoever nature shall be allowed to the Contractor during the entire period of Contract unless otherwise specified in the tender.

8.2 In addition to the monthly rates, Contractor shall be entitled for service charges for extra jobs as applicable from time to time on actual basis subject to production of necessary receipt thereof.

8.3 The "Schedule of Rates [SOR]" shall be read in conjunction with "SCC", "GCC", "Scope of Work" and any other document forming a part of the Contract. 'Quantities' indicated in the "SOR" for various items are only 'indicative / tentative', and are subject to 'variations' on both ways, as per stipulations made in "GCC".

8.4 BCPL reserves the right to interpolate or extrapolate the rates for any new item of work not covered in "SOR" from the similar items already available in "SOR". All the works, item-wise, shall be measured upon completion and paid for at the 'accepted/contracted rates'. In case, any activity, though specifically not covered under "SOR – Service / Item Description", but the same is covered under "Scope of Work", etc., no extra claim on this account shall be entertained [as "SOR" is to be read in conjunction with other documents forming part of the Contract].

8.5 All items of work mentioned in "SOR" shall be carried out as per the specifications, scope of work, relevant codes and instructions of the "EIC". The 'quoted rates' for the same shall be deemed to be inclusive of all costs w.r.t. materials, consumables, labor, supervision, tools & tackles, overheads, profits, various tests, inspections, as well as for preparatory, incidental, intermediate / auxiliary / ancillary or enabling works.

9. TAXES AND DUTIES

9.1 The 'rates/prices' quoted in the "SOR" shall include all taxes [except GST] and duties, W.C.T., cess, other levies, etc., Employer's share of provident fund, insurance charges, all other levies, etc., as applicable. BCPL shall not entertain any such claim, whatsoever, on this account at a later date.

9.2 The 'rates/prices' quoted in the "SOR" shall be inclusive of Contractor's supervision, transportation, overheads, profits etc. All cleaning consumables including other tools and tackles etc. shall be provided by the Contractor.

9.3 Contractor shall be liable for timely payment of all taxes, duties & levies imposed by any Government / Government Deptt. / Agency / Body, including local autonomous bodies, from time to time without any extra claim from BCPL. However, GST payable by the Contractor, if any, shall be reimbursed on production of receipt thereof. BCPL shall have no liability on these accounts and Contractor shall indemnify BCPL from any such liability, even if it arises in future.

10. TERMS OF PAYMENT

10.1 Contractor shall submit monthly bills along with the completed work-details in prescribed format [in duplicate] to "EIC".

10.2 Payment shall be released through 'e-banking/cheque' by "In-charge [F&A] -BCPL, within fifteen [15] days of submission of Bills duly verified and certified by "EIC". Payment shall be released thru e-banking/Cheque in any of the nationalized banks only. Contractor while submitting their bid should advise their account in any branch of bank that has the e-banking facility. Further BCPL will release payment by way of NEFT/RTGS mode also.

10.3 Necessary recoveries and all statutory deductions shall be made at the relevant rates [as per rules and regulations of the Government] from the payments to the Contractor.

11.0 EARNEST MONEY (if any)

The bidder must deposit the earnest money as given in the letter/notice inviting tenders failing which the tender is liable to be rejected. Earnest Money can be paid by way of Demand Draft drawn on any Schedule/Nationalized Bank in favour of M/s. Brahmaputra

Cracker and Polymer Ltd, payable at Dibrugarh, Assam.

Alternatively, earnest money may also be submitted in the form of Bank Guarantee from any Nationalised/Schedule Bank of India. The Bank Guarantee so furnished by the bidder shall be in the proforma prescribed by the OWNER attached with the Tender document. No interest shall be paid by the Owner on the earnest money deposited by the bidder. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of **(6) SIX months** from date of opening of tender.

BCPL will refund the Earnest Money of the unsuccessful bidders directly to the bidders within a reasonable period of time. Correspondence in this regard may be addressed to BCPL directly by the Bidders.

12.0 SECURITY DEPOSIT

8.1 Security deposit @ 7.5% of Contract value has to be deposited within 30 days of receipt of LOA/LOI by the contractor. EMD deposited with the tender shall be adjusted towards security deposit/ISD provided it is deposited by Demand Draft/Bankers Cheques.

8.2 No interest shall be payable by the Company to the Contractor for the amount of Security deposit.

8.3 Contractor can furnish the initial or total security deposit amount through bank guarantee from any nationalised/Schedule bank in prescribed proforma which shall be valid for 90 days beyond completion of the job or expiry of Defect Liability Period whichever is applicable.

8.4 Security deposit shall be refunded within 90days after the completion of work or Defect Liability Period whichever is applicable.

13.0 TECHNICAL SPECIFICATION:

NOT APPLICABLE

14.0 MEASUREMENT OF WORK:

14.1 Measurement of works shall be made in the units mentioned in the Schedule of rates as per details given in Technical/Standard specifications.

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

15.0 MOBILISATION ADVANCE (M.A)

No mobilisation advance is payable for this work.

16.0 COMPENSATION FOR EXTENDED STAY

No compensation for extended stay is payable to contractor.

17.0 ABNORMALLY HIGH RATED ITEMS (AHR Items)

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

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

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

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

B) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labor plus 10% to cover contractor's supervision profit, overhead & other expenses.

18.0 MISCELLANEOUS:

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

19.0 SUBMISSION OF TENDER DOCUMENTS:

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

20.0 LOCAL CONDITIONS: Each bidders must have to know all local conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. In their own interest, the foreign bidders are particular requested to familiarize themselves with the statutory labour enactments, state laws & **Memorandum of settlement**, if any.

The company shall not entertain any request for clarification from the bidder, regarding such local conditions.

It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposal and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bidding

Documents will be entertained by the Company and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the company on account of failure of the bidder to apprise himself of **local laws / conditions/ MOS**, if any.

21.0 MANPOWER ENGAGEMENT:

That the contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in un-skilled category of work for which the list of such Persons will be provided by the Authorized Person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time." So far as engagement of Semi-Skilled and Skilled category of manpower in the said work is concerned, the contractor will give preference to PAPs and local persons fulfilling the technical requirement of the job/work."

22.00 TERMINATION OF CONTRACT:

The Owner/ Engineer-in-Charge reserve the right to terminate the contract on giving 30 days' notice without assigning any reason.

23.00 CONTRACT AGREEMENT:

If the work is awarded the contractor shall enter into an agreement with BCPL in the prescribed Performa within 15 days of the issue of LOA/LOI whichever is earlier. The agreement shall be executed on non-judicial stamp paper of Rs. 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Dy. General Manager (C&P), BCPL, DIBRUGARH, ASSAM.

24.00 SUPERVISION OF WORK:

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

25.00 CLEARANCE OF SITE:

25.1 As a part of the contract the contractor shall completely remove all temporary/disposable materials, while execution of work at his own cost and initiative and dispose off the same as directed by **Engineer-in-charge**.

25.2 The works will not be considered as complete and taken over by the owner, until all the temporary works, labor and staff colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-in-charge, surplus materials and rubbish is cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.

25.3 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the work, the **Engineer-in-charge** may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses as incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.

26.00 ADHERENCE TO SAFETY REGULATIONS:

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

27.00 NUISANCE:

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

28.00 OWNER NOT BOUND BY PERSONAL REPRESENTATION:

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

29.0 CARE OF WORKS:

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

30.0 DEFENCE OF SUITS:

If any action in court is brought against the owner or an officer or agent of the owner, for the failure, omission or neglect on the part of the contractor to perform any acts, matters,

convenient or things under the contract or damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representative or his subcontractors or in connection with any claim based on lawful demand of sub-contractor, shall in such cases indemnify and keep the owner and/or their representatives harmless from all loss, damages, expenses or decrease arising out of such action.

31 ARBITRATION CLAUSE:

31.1 All disputes or differences, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT be referred for adjudication to a sole arbitrator to be appointed by BCPL as hereinafter provided.

31.2 For the purpose of appointing the Sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the CONTRACTOR a panel of three names which are not connected with the work in question.

31.3 The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his names to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the CONTRACTOR fails to communicate his choice for appointment of an Arbitrator, the Appointing Authority shall do it on expiry of 30 days.

31.4 If the Arbitrator so appointed is unable to or unwilling to act or resigns or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.

31.5 The WORK under the CONTRACT shall however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.

31.6 The venue of arbitration shall be **Guwahati**.

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

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

32 JURISDICTION:

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

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

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

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

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

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

34 SUBMISSION OF ATTESTED COPIES OF CERTIFICATES / DOCUMENTARY EVIDENCES:

34.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises.

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

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

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

35.0 SUB LETTING OF WORK:

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

35.0 AFFIDAVIT:

The bidder shall submit an affidavit duly notarized to the effect "that the document submitted by him are true and genuine and in case of any discrepancy noticed or observed at any stage the bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws".

36.0 PRICE REDUCTION SCHEDULE: AS PER GCC

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

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

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

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

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

37.4 The contractor shall discharge obligations as provided under various statutory enactments including the Employee's Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, ESI Act, 1948 and/ or Employee Compensation Act, 1923 (Based on applicability) and other relevant acts, rules and regulations enforced from time to time.

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

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

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

37.8 All personnel deployed by the contractor should be on the rolls of the contractor.

37.9 The contractor shall ensure regular and effective supervision and controls of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.

37.10 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by the supervisors of contractor. Contractor has to strictly adhere to guidance, instruction when required.

37.11 Contractor shall provide proper identification cards for his employees to be deputed by him for work, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from CISF through engineer-in-charge for his employees.

37.12 Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.

37.13 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.

37.14 All existing and amended safety / fire rules of BCPL are to be followed within the BCPL plants or service centre, if any.

37.15 Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and Payment of Wages Act 1936.

37.16 Boarding and lodging facilities for contractor's personal for carrying out the work is to be made by the contractor at his own cost outside the plant premises.

37.17 Special safety equipment e.g. **breathing apparatus** etc. shall be arranged by the Contractor.

37.18 The contracts will be required to provide **full body harness safety belt** for all their workers working at site positively.

37.19 The contractor should submit a **valid health check-up certificate** of their workers/labourers to BCPL before starting the job from a recognized Government Hospital towards the sound health for carrying out the job/work at site by each individual deployed (For newly appointed workers).

37.20 Before undertaking jobs, contractor shall take work permit from **Engineer-in-charge** and same shall be returned after completion of job.

37.21 All types of transport connected with the work shall be in the scope of the contractor.

37.22 Suitable site office space may be provided by BCPL if required and available.

37.23 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.

37.24 All personnel undertaking the job proposed to be deployed by the contractor shall be medically examined and declared fit by qualified medical practitioner. It should be insured that no personnel engaged by the contractor is suffering from communicable disease.

37.25 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.

37.26 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.

37.27 The contractor shall also undertake to obtain necessary insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.

37.28 No Objection Certificate and Authorization to transport biomedical waste, certificates from the Department of PCB has to be submitted by the vendor to Engineer -in-charge within one month from the date of award of the contract.

38 PHOTO GATE PASS / LABOUR PERMISSION / VEHICLE PERMISSION:

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

39.0 PF REGISTRATION & ESI REGISTRATION:

Bidder must have their valid own P.F. account / code no. from Regional PF commissioner and attested copy of the same are to be submitted along with the technical bid and ESI Code/Registration with ESIC.

40.0 The deployed labour by the contractor shall be directly controlled / supervised / directed by the contractor himself or his representatives.

41.0 CONTRACTUAL OBLIGATIONS:

41.1 The contractor / agency will be solely and fully responsible for any consequences and claim(s) under the law arising out of any accident caused by their personals to the equipment/property/personnel of BCPL or its authorized occupants. He shall also be responsible for any claim/injuries sustained by any third party(s) including its own life/injuries/property etc.

41.2 The contractor / agency should ensure that the manpower so deputed under the contract should abide by the existing security and safety rules / regulations / precautions as per instructions given from time to time. The contractor / agency and its staff may also be required to pledge secrecy and non-divulgence of the nature of the work of BCPL that may prejudice the interests of BCPL. Contractor / agency shall also ensure to engage persons by him whose character and antecedents have been got verified by him **through district police administration** & give a certificate in this regard to BCPL along with any change of its staff.

41.3 The personal to be deputed imparting services by the contractor for carrying BCPL's contractual obligations shall maintain punctuality and discipline. If any person(s) engaged by the contractor / agency is found to be indisciplined and / or is misbehaving with BCPL's officers/staff/authorized representatives, & is under the influence of any intoxicant, BCPL may ask the contractor / agency or his authorized Representative to replace such person(s) failing which the persons(s) may not be accepted for duty of BCPL. The time lost due to such eventualities shall be entirely to the contractor / agency's risk and cost and shall attract liquidated damages under this contract.

41.4 The contractor / agency shall be exclusively liable for non-compliance of the provision of any acts, laws, rules and regulations having bearing over engagement of labour(s)/Worker(s), directly or indirectly for execution of the work under the contract.

41.5 The contractor / agency shall ensure that its person(s) refrain from smoking or carrying any inflammable substances etc., at the installations, camp stations, stores yards etc., while on duty with BCPL. The Contractor / agency's employees(s) shall ensure that they abide by usual and special rules regarding the safety and security measures while on duty with BCPL as per directions of the representatives of BCPL at the work site.

41.6 The Contractor / agency (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary license / permissions from the concerned authorities as provided under the Labour Law legislations and also from the authorities as defined under bio-medical waste rules 1998.

41.7 The contractor / agency shall also be bound to discharge obligations as provided under various statutory enactments including **The Factories Act , 1948, Industrial Dispute Act 1947, Employees Provident Fund & Miscellaneous Act, 1952, ESI Act 1948 and / or Employees Compensation Act 1923 (As applicable), The Payment of Wages Act 1936, the relevant Shop and Commercial Establishment Act, the Contract Labour (Regulation and Abolition), Payment of Bonus Act, The Biomedical Waste Management Rules 2016 and other relevant Acts, Rules and Regulations in force and as are amended from time to time and are in force in the State of hiring.**

41.8 The contractor / agency shall be responsible for necessary contributions towards, PF, Pension, ESIC or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering service(s) to BCPL and shall deposit the required amount(s) with the concerned statutory authority and shall obtain a separate P.F. number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contributions to the Provident fund. The contractor/agency shall also be responsible for payment of any administrative/inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of BCPL under the contract. The contractor/agency shall regularly submit all relevant records / documents in this regard to BCPL's representative for verification and upon such satisfactions only, BCPL will allow payment of bills.

41.9 The contractor / agency shall ensure and will be solely responsible for payment of wages and other dues latest by **7th of the following months** through **bank transfer in individual account (NEFT/RTGS/E-Banking)** of the personnel deployed by him. The contractor / agency shall be directly responsible and indemnify BCPL against all charges, claims, dues etc, arising out of disputes relating to the dues and employment of the personnel deployed by him.

41.10 The contractor / agency shall indemnify the company against all losses or damages caused to it on account of acts of the personnel deployed by the Contractor/agency. In this regard contract should required **ESIC and /or Employees Compensation Policy** as

applicable and also he should obtain **Individual Personal Accident insurance policy**.

41.11 The contractor / agency shall ensure regular and effective supervision of the other personnel deployed by him through his supervisor / Authorized Representative.

42.0 RATES AND MODE OF PAYMENT:

The rates quoted in the schedule of rates (at SOR) by the tenderer shall remain “FIRM” for the contract period and extension thereof, if any. The rates shall be inclusive of all expenses necessary for the continuation of the services of the maintenance throughout the contract duration including extended period. Contractor / agency shall be responsible for all expenses of the contractor / agency’s establishment salaries, overtime, bonus etc. of the personnel employed for providing services and any other expenses. Wherever necessary it must be clearly understood that BCPL shall not be liable to make any other payment except for the agreed charges. The payment of any type and all taxes connected with the execution of job under the contract shall be the exclusive responsibility and liability of contractor/agency.

The rates quoted shall remain “FIRM” and shall remain unchanged during the currency of the contract including the extended period.

The contractor / agency must have financial capacity to hold on at least for one month to continue, in case payments from BCPL are withheld on any account/unforeseen reason and no claim/interest will be entertained on this account.

43.0 VALIDITY OF TENDERS:

Tenderers must keep their offers valid for a period of **90 days** from the due date of tender.

44.0 POLICE VERIFICATION & RECORD SUBMISSION

44.1 The service provider shall submit a list of his the personnel to be deployed by him after award of contract along with details of qualification and experience. It shall be the responsibility of the service provider to provide **police verification documents** of those proposed personnel to the Executive -in-charge (EIC) before their deployment under this contract. EIC reserves the right to accept deployment of any person and reserves the right to verify the antecedents of any person and/or reject any of the service provider’s personnel. BCPL shall be at liberty not to allow entry into its premises any of the employees whose activities appears to be prejudicial to the safety, security or other interest of the company. The contract Personnel shall enter the BCPL Premises only with Photo Passes / ID Card.

44.2 The vendor has to ensure Police Verification of all their staff before they are deployed at the premises of **Occupational Health Centre, BCPL Lepetkata, BCPL Lakwa and Duliajan.**

45 The service provider shall provide extra services, as and when required, on call basis and the charges, if any, payable as per mutually agreed rates.

46 The service provider shall make regular and full payment of wages, salaries and other payment as due, as per the Law, to his supervisors/personnel deputed for the work and furnish necessary proof on monthly basis by **15th of every month.**

47. BCPL shall have no liability whatsoever concerning for the household deployed by the service provider.

48. The service provider shall deploy **specified nos. of personnel as per scope of work (SOW) and as mentioned in SOR** at all times depending upon the requirements / Programme / events. The personnel should, however, be controlled by one Manager/Supervisor to be deployed by the service provider at his/her own cost.

49. Identity cards are to be issued by the service provider with photograph of the personnel/supervisor deployed by him. The service provider will ensure that his personnel/supervisor wear the Identity card and are in uniform while on duty.

50. The service provider shall use the premises only for the purpose of this contract and shall not make any structural additions or alterations to the same without prior written approval of BCPL.

51. The contract shall be valid initially for a period of 2 (two) years from the date of execution of formal agreement/issue of work order / fax of indent, whichever is issued earlier. The contract can be further extended for **06 (Six) months on mutual consent on the same terms and conditions.**

52. Vendor shall ensure disposal of biomedical waste with designated authority i.e. Assam Medical College (Dibrugarh) or any other designate agency periodically and fully comply with all the provisions of Bio-Medical Waste (Management & Handling) Rules, 2016 and as amended from time to time.

53. Vendor shall refill first aid boxes installed at various 49 locations at BCPL Lepetkata, Lakwa, Duliajan and other locations mentioned in the list once in every fortnight/as required by EIC.

54 Statutory Compliance with Labour / Industrial Laws / Biomedical Waste Management Rules 2016:-

PART-A (MBBS Doctor & Full-time Medical Officer)

Sl. No.	Wage Components	Rates
1	Monthly CTC of MBBS Doctor and FMO	The MBBS Doctor and FMO will be paid a monthly CTC of Rs. 50,000/- and Rs. 60,000/- per month respectively which is inclusive of all components such as wages, EPF, EC/GPA, leaves, etc including statutory dues. The contractor shall provide required uniform and safety shoe to doctors including their health check-up at his/her own cost.

PART-B (Pharmacist, Nurse & Housekeeping Staff)

Sl. No.	Wage Components	Rates
1	Payment of Wages	The contractor shall ensure for payment of monthly wages to his contract workers deployed on or before 7th Day from the closing of the Wage Period by depositing in their respective bank accounts. Failing which, the contractor shall solely be responsible for non-payment of monthly wages as per timelines mentioned above, accordingly penalty will be imposed as per penalty section. The contractor shall ensure for payment of the monthly wages to his contract workers irrespective of release of RA bills by BCPL.
2	Minimum Wages	All the contractor workers deployed by the contractor shall be paid minimum wages as notified from time to time by the Central Government or State Government, whichever is higher including the increase in Variable Dearness Allowance which will be notified from time to time.
3	Non-Statutory Allowance	In addition to the Minimum Wages, All the contractor workers deployed by the contractor shall be paid Non-statutory allowances @ 16% on the applicable minimum wages of different skill category. This non- statutory allowance will be paid to all contract workers deployed at various operational locations of BCPL as per MoS dated 29.03.2019.
4	Shift Allowances:	All the contractor workers deployed by the contractor who perform their duties in shifts, will be paid Shift Allowance @ Rs. 30/- per day for A & B Shift and @ Rs.40/- per day for "C" Shift respectively. [However, this is not applicable for General Shift duties].
5	Employee Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges	The Contractor shall ensure deposit of EPF i.e ER contribution @ 13% of wages & Employee contribution @ 12% towards EPF as per EPF & Misc. provisions Act 1952 on or before 15th of Every Month and shall submit the copy of the EPF Challans including ECR files along with RA bills. If the contract workers deployed by the contractor are already member of EPF previously and willing to transfer his/her PF accumulations from the previous employer, the contractor shall transfer such accumulation as per the process laid down in EPF and to continue the same UAN No if any. The Contractor may take sub-code from EPF Sub-regional office, Tinsukia (Assam) (if practicable) and ensure for deposition of PF accumulations of the contract workers from the start day of the contract.
6	Employee State Insurance (ESI) contribution or Insurance policy under Employee's	The Contractor shall ensure deposit of ESI i.e ER contribution @ 3.25% of wages & Employee contribution @ 0.75% towards ESI as per Employee State Insurance Act,1948 on or before 15th of Every Month and shall submit the copy of the ESI Challans including PDF (Individual employees contribution payment lis) files along with RA bills.

	Compensation Act, 1923	All the Contract Workers deployed by the Contractor shall be insured/registered under ESI Act,1948 from the First day of start of the Contract and provide ESI Pehachan Card to all the Workers and ensure the ESI Compliance under the same.If the contract workers are already having ESI card previously, the same ESI no. shall be continued. Further If any contract worker (s), is not covered under ESI Act,1948 , he/she shall be covered under Employees Compensation Act,1923.Accordingly a EC policy shall be taken for such workers.
7	Bonus	All the Contract Workers deployed by the Contractor shall be paid a bonus @ 8.33% of 7000/- or Minimum Wages whichever is higher per month as per payment of Bonus Act (Amendment) Act 2015.
8	Death Gratuity	Death Gratuity in cases of death or permanent disablement during the currency of the contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of the deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit.
9	Annual Leave with Wages as per Factories Act 1948 / the Rules thereunder	All the Contract Workers deployed by the Contractor shall be provided an Annual Leave with Wages @ 01 day for every 20 days of working to be paid as per the provisions of Factories Act 1948. Compliance to be done in terms of the statutory provisions and same be reflected in Attendance Register and Leave Records by the contractor.
10	National and Festival Holidays	All the Contract Workers deployed by the Contractor shall be provided 03 (Three) National Holidays in a calendar year i.e. 26th January (Republic Day), 15th August (Independence Day) and 2nd October (Gandhi Jayanti). And be provided 08 Festival Holidays in a calendar year including International Labour Day (i.e. 1st May/May Day).
11	Periodical Medical examinations / Health Check-up / Certificate of Fitness	The contractor is required to carry-out the periodical medical examination of contract workers engaged at least once in a year. The following are the minimum basic tests are to be conducted which are indicative: - Blood Routine Examination (BRE), ECG,PFT & Audiometry and any other tests as specified by the EIC. - Certificate of Fitness under Factories Act 1948 & rules there under of each contract worker to be submitted as per the format provided - Maintenance of Health Register under Factories Act 1948 & rules there under to be submitted. An amount of Rs. 700/- per worker/ per year will be reimbursed after submission of original reports
12	Overtime for working extra work/ Compensatory off (provision for over time should be made	Over time as applicable under Factories Act, 1948. Disbursement should be maintained in Overtime Register prescribed in CL(R&A) Act, 1970

	in the contract value as per requirement)	
13	Cost of Uniform ,safety kit & liveries in terms of safety provisions under Factories Act, 1948 (for workers working in factories only)	The contractor shall provide 02 sets of uniform, apron and shoe to contract workers/personnel within 01 month. The cost of uniform/safety liveries @ Rs. 3,000/- per worker/per year will be reimbursed to the contractor after submitting acknowledgement/confirmation.
14	Maternity Benefit to women contract worker under Maternity Benefit Act, 1961/ESI Act, 1948	As per the provisions of ESI Act, 1948 or The Maternity Benefit Act where ESI act is not applicable.
15	Employment Card / Identity Card:	That all the contractors will issue Employment Card to their contract workers as per CL (R&A) Act-1970 and rules made there under without fail. Employment Card to be issued immediately on joining to their respective workers.
16	Issuance Of Wage Slip:	That all contractors will issue Wage Slip to all their contract labourers every month in Form XIX under Rule 78 (1) (b) of Contract Labour (R&A) Act. 1970 and Central Rules 1971.
17	Maintenance of Registers	The contractor is required to maintain the following registers: Form A (Employee Register),Form B (Wage Register),Form C (Register of Loans/Recoveries,& Form D (Attendance Register) under Ease of Compliance to Maintain Registers under various Labour Laws Rules,2017. The copies of above registers are required to be submitted along with monthly RA Bills. The contractor shall submit a regular attendance sheet (in the format as specified by EIC) duly certified by concerned BCPL Authority at site along with RA Bills in addition to above registers.
18	Provision Regarding Pradhan Mantri Suraksha Bima Yojana (PMSBY) And Pradhan MantriJeevan Jyoti BimaYojana (PMJJBY)	“Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of BCPL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to BCPL in this respect and Contractor shall suitably consider the same in their bid. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.”
19.	Cleaning/Housekeeping Materials	The contractor shall provide the cleaning/Housekeeping Materials as required to clean the OHC /First aid Centre I monthly and the bill shall be entered in the security gate of BCPL should be duly attested by Security of BCPL.The list of materials provided should be branded provided.The EIC may specify any other material as required at any time. A monthly amount of Rs. 2,500/- or actual whichever is less will be

		reimbursed to the contractor on production of bill duly certified by Security.
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55) The contractor shall be responsible for remittance of EPF, ESI as per timelines i.e 15th of every month and submit the challans along with monthly RA bills.

56) The contractor shall regularly submit all records/documents/monthly attendance/monthly payment confirmation receipt from bank in this regard to EIC nominated by BCPL for verification and upon such satisfaction only BCPL shall release the monthly bills payable to the contractor. He shall submit copy of challan in proof of payment of the PF contribution of eligible employees submitted to RPFC's office.

57) The contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.

58) The contractor shall ensure regular and effective supervision of the personnel deployed by him.

59) No labour below the age of 18 years shall be deployed on the work as per the requirement.

60) To abide with The Contract Labour (Regulation and Abolition) Act - 1970

61) 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.

62. OPERATIONAL TIMING:

Contractor must provide the services on 24 X 07 X 365(366 in case of leap year) basis (in 03 shifts i.e., Shift A, B & C (General shift in case required) basis & ensure to comply all statutory norms.

However, contractor may have to provide services in case of exigencies and nothing extra shall be payable by BCPL on this account.

63. DEPLOYMENT OF MANPOWER:

BCPL LEPETKATA:

The Vendor shall provide following manpower @ 24 X 07 X 365 (366 in case of leap year) basis:-

i) Doctors (MBBS)/FMO - 03+ 01 Nos. (01 in each shift which may include General Shift also)

ii) Pharmacist - 01 No

iii) Nursing staff - 03 Nos. (01 in each shift)

iv) Housekeeping Staff – 04 Nos (01 in each shift which may include General Shift also) including 01 reliever

BCPL Lakwa :

i) Nursing staff- 3+1 Nos. (01 in each shift + 1 reliever which may include General Shift also)

BCPL Duliajan:

i) Nurse - 01

BCPL Lakwa & Duliajan:

i) MBBS Doctor/FMO – 01

Shift means 08 hours duty excluding lunch hours, classified as Shift A, B, C & G shift (if any) respectively.

64. Employee Compensation Policy:

The contractor shall obtain policy under Employees Compensation Act, 1923 for the staff not covered under ESI act 1948 (at his/her own cost in case of Doctors/FMO). Contractor shall arrange necessary insurance cover for each person employed at BCPL site during validity of the contract. BCPL shall not entertain any claim arising out of mishap, if any that may take place.

65. Payment:

The payment shall be made against monthly Running bills on the basis of the work done **within 15 days of submission of bills on verification of EIC.**

However, the contractor may ensure that the bills are submitted only after the disbursement of Salary/Wages & other dues to the Contract Manpower/Labours in line with the various Labour / Industrial Laws.

Copy of latest certified Employee Register, Attendance Register, Wage Register, PF and ESIC Challans should be enclosed with the Monthly RA bills.

66. ARBITRATION:

66.1) All disputes or difference, whatsoever, arising between the parties hereto pertaining to any part of the contract including its execution or concerning the WORKS or maintenance thereof this CONTRACT or to the rights or to liabilities or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out or in relation thereto whether during or after completion of the CONTRACT or whether before or after determination, foreclosure or breach of the CONTRACT (other than those in respect of which the decision of any person is by the CONTRACT expressed to be final and binding) shall after written notice by either party to the CONTRACT and to the Appointing Authority hereinafter be referred for adjudication to a sole arbitrator to be appointed as herein after provided.

66.2) For the purpose of appointing the Sole Arbitrator referred to above, the appointing authority will send within **thirty days of receipt of the notice**, to the CONTRACTOR a

panel of three names of persons who shall all be presently unconnected with the organization for which the work is executed.

66.3) The CONTRACTOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the CONTRACTOR fails to communicate such selection and appoint the selected person as the Sole Arbitrator.

66.4) If the Appointing Authority fails to send to the CONTRACTOR the panel of three names of persons who shall all be unconnected with either party. The Appointing Authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform the CONTRACTOR accordingly, the CONTRACTOR shall be entitled to appoint one of the persons from the panel as the sole Arbitrator and communicate his name to the appointing Authority.

66.5) If the **Arbitrator** so appointed is unable to or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole Arbitrator shall be appointed as aforesaid.

66.6) The WORK under the CONTRACT shall, however continue during the arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

66.7 The venue of arbitration shall be **GUWAHATI**.

66.8 The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees if any, of the Arbitrator shall be in the discretion of the Arbitrator who may direct and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

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

67) JURISDICTION:

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

such disputes, actions and proceeding.

68) HANDING OVER ON CLOSURE OF CONTRACT:

If the services rendered/ provided to BCPL employees / workers working at the site are not found to be satisfactory during this period, the contract shall be terminated by giving one month's notice in writing. BCPL may at any time during the currency of the contract and solely at its discretion **terminate the contract by giving one month's notice before expiry** of full term or extended term of contract. The service provider would also have to give one month's notice in writing for termination of the contract. Unless extended at least one month before the expiry of the contract, through a formal communication, the contract shall automatically stand terminated on the expiry of 2 years of the contract. The service provider shall handover possession of the premises along with fixtures, fittings, furniture, equipments etc. on the last date of the contract to the EIC indicating clearly the items taken over and items got issued during the contract period.

69) The service provider shall obtain necessary license from the local or public authorities for all matters arising out of running the **Occupational Health Centre** & pay all other charges, taxes, assessments payable to any public authorities in respect of the **Occupational Health Centre** and shall also be liable for all public authorities as a result of the non-observance of any of the statutes or the rules framed there under by such authorities.

70. If at any stage during or after the period of the contract any case involving moral turpitude is instituted in a court of law against the service provider or his employee(s), BCPL reserves the exclusive & special right to the outright termination of the contract and the service provider shall not be entitled to any compensation from the company whatsoever.

71. PENALTY:

Following penalties would be imposed & the same will be deducted from service provider's monthly RA bill when the services are found unsatisfactory:-

Sl. No.	Particulars of violation	Penalty (Rs.)
1.	For delay in rendering services beyond reasonable period or specified time and period for any reason on any occasion.	Rs. 2,000/- per occasion.
2.	For not maintaining specified medicines / consumables/ medical instruments at any time.	Rs. 2,000/- per occasion.
3.	For not deploying specified manpower (Doctor & FMO/nurse/ Pharmacist/House keeping staff on any day).	Rs. 500/- per occasion including deduction of CTC/wages for that days on pro-rata basis.

4.	For not disbursing prescribed wages/salary to doctors / Nurses / Pharmacist by 7th of each month.	Rs.1,000/- per persons / month.
5.	Besides above, for any deviation(s) from the execution of scope of work	Rs. 1,000/- per occasion shall be imposed.
6.	Not keeping of life saving medicines	Rs. 5,000/- per occasions shall be imposed.
7.	Non submission of NOC and Authorisation Certificate for transport of biomedical waste	Rs. 2,000/- per occasions shall be imposed

72. NUISANCE:

The Service provider shall at any time not do or permit any nuisance in area of work in BCPL premises, 200 meters of BCPL premises or do anything which shall cause unnecessary disturbance or inconvenience to BCPL officials or occupants of other properties near the work area and to the public in general.

SCOPE OF WORK / SERVICES

SECTION-A

SCOPE OF WORK (SOW) FOR OCCUPATIONAL HEALTH CENTRE, BCPL LEPETKATA.

1. Vendor shall provide following Paramedical Manpower @ 24 X 7 X 365 (366 days in case of leap year) days basis during the entire duration of contract.

I) MBBS Doctor/FMO * - 03+ 01 Nos. (01 in each shift which may include General Shift also)

II) Pharmacist -01 Nos

III) Nurse- 01 in each shift (03), total 03 Nurses

IV). Housekeeping Staff – 04 Nos (01 in each shift which may include General Shift also) including 01 reliever

02. Full-time Medical Officer (FMO): Full-time Medical Officer shall be provided as per the provisions of Factories Act,1948 and Assam Factories Rules,1950.The contractor/service

provider is solely responsible for providing FMO including for application/ratification under Assam Factories Rules,1950.

3. Vendor shall provide suitable dressing & medicines for the injuries sustained / illness during the course of work at site in the **Occupational Health Centre** at BCPL, Lepetkata as prescribed by Doctor(s)/FMO in view of chemical handling in BCPL. The medicines shall be procured by the contractor every month for smooth running of OHC and to ensure on time availability and on submission of the payment receipt/Invoice the same will be reimbursed to the Contractor.

4. In addition to general stock of medicines, vendors should maintain adequate stock of life saving medicines. Non keeping of life saving medicines will be viewed seriously and a penalty of Rs.5,000/- (Rs. Five Thousand Only) per occasion will be imposed in addition to other severe penal measures as deem fit by EIC in particular situation(s).

5. Vendor shall make appropriate arrangement to attend all injured persons coming to Occupational Health Centre on account of injuries sustained during the Course of work at BCPL Lepetkata.

6. Contractor/vendor shall also be required to provide first-aid services at First -Aid Center available at BCPL Township,Barbaruah on need basis to meet the emergencies of BCPL employees/their family members as per requirement.

7. Vendor shall refer the injured person (s) to suitable Hospital for further treatment (if needed) at the cost of patient in case required medical treatment is not possible in Occupational Health Centre.

8. Ambulance in case of meeting any exigencies shall be provided by BCPL.

9. Vendor shall make adequate arrangement for Laundry, Hygiene and Cleanliness.

10. Contractor shall be responsible for maintaining cleanliness/housekeeping of OHC which may include cleaning of floor,rooms,machines/equipment,latrines/wash rooms,tables,fans,other misc. items,surroundings with the branded housekeeping materials at all times (any other as specified by EIC).

11. Vendor/Contractor shall be responsible for study/examining of all the occupational health hazards at BCPL which may cause to Employees including Contract Workers and implement necessary action plan in BCPL all locations as per the guidelines available under various applicable statutes.

12. Vendor shall maintain, keep and minor repairing of all Medicinal Equipments, Fixtures, and Furniture, communication instruments which shall be provided by BCPL, in good and running conditions. In respect of communication equipments, BCPL shall provide one P&T landline subject to monthly ceiling of Rs. 1,200/- (Rs. One Thousand Two Hundred Only). In addition to P&T /WLL line, intercoms will also be provided for seamless communication. The first aid items as provided by BCPL under good working condition including medicinal equipments in proper running conditions during the entire contract period as per **ANNEXURE -IV**.

11. Vendor shall design & maintain adequate Registration System for person availing first aid/ Occupational Health services for verification by BCPL Authorities and also by any external agency by way of maintaining patient registration system, medicines distribution system, injury recording system and related MIS which is required or may be advised by BCPL from time to time.

12. Vendor shall abide by Rules and Regulations of BCPL, Local bodies, State and Central govt. during the entire contract period.

13. Contractor/vendor shall maintain MIS of the stock of all the medicines available, consumed, procured (In & Out) which should be proper at all times.

14. Contractor/vendor shall provide the medicine against the prescription of the doctor only subject to the quantity specified by BCPL (as said EIC).

15. Vendor shall file all required returns maintain all Legal Registers/Forms as required under various applicable laws.

16. Vendor shall abide by existing rules, regulation, guidelines of BCPL in force or as amended from time to time in future.

17. Vendor shall ensure availability of medical tools as detailed below as per requirement (**Annexure-2**).

i) Stethoscope

ii) B.P. Apparatus

iii) Thermometer

iv) Sterilizer

v) Basic ENT instrument,

vi) Filled Oxygen Cylinder(s) with Trolley & with required pressure

vii) X-Ray view Box.

viii) Weight Machine.

18. Vendor shall ensure providing **Occupational Health Centre** facilities for approximately **2,500** (Two Thousand five hundred) persons working at Lepetkata including BCPL / GAIL / CISF/Contract Workers and advisors – if any.

19. Vendor shall ensure disposal of Biomedical Waste with designated authority i.e. Assam Medical College (Dibrugarh) or any other designate agency periodically and comply with all the provisions of Bio-Medical Waste (Management & Handling) Rules, 2016 or as amended from time to time in future as the case may be. The disposal of biomedical waste generated at OHC/First Aid Center at BCPL Lepetkata, Lakwa & Duliajan shall be done by the contractor as per provisions of Bio-Medical Waste (Management & Handling) Rules,

2016 for which an amount of Rs. 15,00/- per trip will be reimbursed.

20. No Objection Certificate/ Authorization to transport biomedical waste certificates from the Department of PCB has to be submitted by the vendor to Engineer -in-charge within one month from the date of award of the contract.

21. The contractor shall provide/carryout without delay any other service which may be instructed by EIC during the tenure of the contract without any further financial implication.

22. The contractor shall be responsible for compliance of various internal/external audit requirements and shall be held responsible for any such non-compliance/observations if any.

23. Vendor shall refill first aid boxes installed at various **49 locations** at Lepetkata, Lakwa, Duliajan and other locations *ANNEXURE - II* as mentioned in the list once in every fortnight.

24. The tentative list of various medicines including life saving medicines to be provided by the contractor is provided in *ANNEXURE-I*.

25. The contractor shall provide medicines/equipment in all **49 nos of first boxes** as per Factories Act and Assam Factories Rules and as prevailing practice at BCPL as per *ANNEXURE-III*.

SECTION-B

SCOPE OF WORK (SOW) FOR OCCUPATIONAL HEALTH CENTRE, BCPL LAKWA

1. Vendor shall provide following Paramedical Manpower @ 24 X 7 X 365 (366 days in case of leap year) days basis during the entire duration of contract.

i) Nursing staff- 3+1 Nos. (01 in each shift + 1 reliever which may include General Shift also)

The company shall not entertain any request for clarification from the bidder, regarding such local conditions. It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposal and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bidding Documents will be entertained by the Company and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the company on account of failure of the bidder to apprise himself of local laws / conditions/ MOS, if any.

iv) Vendor shall provide suitable dressing & medicines for the injuries sustained/ illness during the course of work at site in the **Occupational Health Centre** at BCPL, Lakwa as prescribed by First Doctor(s).

v) In addition to general stock of medicines, vendors should maintain adequate stock of life saving medicines. Non keeping of life saving medicines will be viewed seriously and a penalty of Rs.2,000/- (Rs. Two Thousand Only) per occasion will be imposed in addition to other severe penal measures as deem fit by EIC in particular situation(s).

vi) Vendor shall make appropriate arrangement attend all injured persons coming to Occupational Health Centre on account of injuries sustained during the Course of work at BCPL Site Lakwa.

vii) Vendor shall refer the injured person (s) to suitable Hospital for further treatment (if needed) at the cost of patient in case required medical treatment is not possible in Occupational Health Centre.

viii) Ambulance in case of meeting any exigencies shall be provided by BCPL.

ix) Vendor shall make adequate arrangement for Laundry, Hygiene and Cleanliness.

x) Vendor shall arrange to procure good quality/brand medicines.

xi) Vendor shall arrange to keep, maintain and minor repair all Medicinal Equipments, Fixtures, and Furniture, communication instruments which shall be provided by BCPL, in good and running conditions. In respect of communication equipments, intercoms will be provided for seamless communication.

xii) Vendor shall design & maintain adequate Registration System for person availing first aid/Occupational Health services for verification by BCPL Authorities and also by any external agency by way of maintaining patient registration system, medicines distribution system, injury recording system and related MIS which is required or may be advised by BCPL from time to time.

xiii) Vendor shall abide by Rules and Regulation of BCPL, Local bodies, State and Central govt. during the entire contract period.

xiv) Vendor shall file all required returns maintain all Legal/Registers/Forms as required under various applicable laws.

xv) Vendor shall abide by exiting rules, regulation, guidelines of BCPL in force or as amended from time to time in future.

xvi) Vendor shall ensure availability of medical tolls as detailed below as per requirement:

i) Stethoscope

ii) B.P. Apparatus

iii) Thermometer

iv) Sterilizer

- v) Basic ENT instrument,
- vi) Filled Oxygen Cylinder(s) with Trolley and with required pressure
- vii) X-Ray view Box.

xvii) Vendor shall refill first aid boxes installed at various 8 locations at Lakwa site and also at BCPL Township Sivasagar once in every fortnight as per **ANNEXURE-II**.

xviii) Vendor shall ensure disposal of biomedical waste with designated authority or any other designate agency periodically or at least twice in a week and comply with all the provision as aid down in Bio-Medical Waste (Management & Handling) Rules, 1998 and as amended from time to time i.e 2015/2016 or in future as the case may be. The disposal of biomedical waste shall be done by the contractor at least twice in a week and on submission of the payment receipt the same will be reimbursed to the Contractor.

xix) No Objection Certificate and Authorization to transport biomedical waste, certificates from the Department of Pollution Assam Govt. has to be submitted by the vendor to Engineer –in-charge within one month from the date of award sof the contract.

xx) Vendor shall ensure providing **Occupational Health Centre** facilities for approximately **400** (Four Hundred) persons working at **Lakwa** site including BCPL / GAIL/AISF employee.

xxi).The tentative list of various medicines including life saving medicines to be provided by the contractor is provided in **ANNEXURE-I**.

xxii). The contractor shall provide medicines/equipment in all **49 nos of first boxes** as per Factories Act and Assam Factories Rules and as prevailing practice at BCPL as per **ANNEXURE-III**

SECTION-C **SCOPE OF WORK (SOW) FOR OCCUPATIONAL HEALTH CENTRE, BCPL GDU,DULIAJAN**

1. Vendor shall provide following Paramedical Manpower as per the instructions of BCPL (as per EIC) during the entire duration of contract.

i) Nursing staff- 01 No.

The company shall not entertain any request for clarification from the bidder, regarding such local conditions. It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposal and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bidding Documents will be entertained by the Company and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the company on account of failure of the bidder to apprise himself of local

laws / conditions/ MOS, if any.

iv) Vendor shall provide suitable dressing & medicines for the injuries sustained/ illness during the course of work at site in the **Occupational Health Centre** at BCPL, Duliajan as prescribed by First Doctor(s).

v) In addition to general stock of medicines, vendors should maintain adequate stock of life saving medicines. Non keeping of life saving medicines will be viewed seriously and a penalty of Rs.2,000/- (Rs. Two Thousand Only) per occasion will be imposed in addition to other severe penal measures as deem fit by EIC in particular situation(s).

vi) Vendor shall make appropriate arrangement attend all injured persons coming to Occupational Health Centre on account of injuries sustained during the Course of work at BCPL Duliajan.

vii) Vendor shall refer the injured person (s) to suitable Hospital for further treatment (if needed) at the cost of patient in case required medical treatment is not possible in Occupational Health Centre.

viii) Ambulance in case of meeting any exigencies shall be provided by BCPL.

ix) Vendor shall make adequate arrangement for Laundry, Hygiene and Cleanliness.

x) Vendor shall arrange to procure good quality/brand medicines.

xi) Vendor shall arrange to keep, maintain and minor repair all Medicinal Equipments, Fixtures, and Furniture, communication instruments which shall be provided by BCPL, in good and running conditions. In respect of communication equipments, intercoms will be provided for seamless communication.

xii) Vendor shall design & maintain adequate Registration System for person availing first aid/Occupational Health services for verification by BCPL Authorities and also by any external agency by way of maintaining patient registration system, medicines distribution system, injury recording system and related MIS which is required or may be advised by BCPL from time to time.

xiii) Vendor shall abide by Rules and Regulation of BCPL, Local bodies, State and Central govt. during the entire contract period.

xiv) Vendor shall file all required returns maintain all Legal/Registers/Forms as required under various applicable laws.

xv) Vendor shall abide by exiting rules, regulation, guidelines of BCPL in force or as amended from time to time in future.

xvi) Vendor shall ensure availability of medical tolls as detailed below as per requirement:

i) Stethoscope

ii) B.P. Apparatus

iii) Thermometer

iv) Sterilizer

v) Basic ENT instrument,

vi) Filled Oxygen Cylinder(s) with Trolley and with required pressure

vii) X-Ray view Box.

xvii) Vendor shall refill first aid boxes installed at various 5 locations at Duliajan site once in every fortnight as per **ANNEXURE-II**.

xviii) Vendor shall ensure disposal of biomedical waste with designated authority or any other designate agency periodically or at least twice in a week and comply with all the provision as aid down in Bio-Medical Waste (Management & Handling) Rules, 1998 and as amended from time to time i.e 2015/2016 or in future as the case may be. The disposal of biomedical waste shall be done by the contractor at least twice in a week and on submission of the payment receipt the same will be reimbursed to the Contractor.

xix) No Objection Certificate and Authorization to transport biomedical waste, certificates from the Department of Pollution Assam Govt. has to be submitted by the vendor to Engineer -in-charge within one month from the date of award of the contract.

xx) Vendor shall ensure providing **Occupational Health Centre** facilities for approximately 150 (One hundred fifty) persons working at Duliajan site including BCPL / GAIL/Contract Workers .

xxi).The tentative list of various medicines including life saving medicines to be provided by the contractor is provided in **ANNEXURE-I**.

xxii). The contractor shall provide medicines/equipment in all **49 nos of first boxes** as per Factories Act and Assam Factories Rules and as prevailing practice at BCPL as per **ANNEXURE-III** .

SECTION-D

SCOPE OF WORK (SOW) FOR OCCUPATIONAL HEALTH CENTRE, BCPL LAKWA & GDU,DULIAJAN

1. Vendor shall provide following Paramedical Manpower as per the instructions of BCPL (as per instructions of EIC) during the entire duration of contract.

i) Doctor / FMO - 01 No.

ANNEXURE-I

Indicative list of medicines to be kept by vendor at BCPL Occupational Health Centre at all locations		
S.No	Medicines Name	Type of Use (Category)
1	Amoxicillin + Clavunate Tab	General
2	Antacid Syrup	General
3	Anti Snake Venum Serum Inj	Life Saving
4	Avil Inj	Life Saving
5	Cipladin Oint. (250 gm)	General
6	Povidone Solution (500 ml)	General
7	Cap Amoxicillin	General
8	Cap Depin	General
9	Ciprofloxacin Eye Drop	General
10	Cotton Roll (300 gm)	General
11	Cough Syrup (100 ml)	General
12	D/ Syringe 2ml.	General
13	Diclofenac Gel	General
14	Diclofenac Inj. 3ml	General
15	Fourderm Oint.	General
16	Gaugethem	General
17	Gentamyzine Eye Drop	General
18	Haemacell	Life Saving
19	Hydrozen Peroxide	General
20	I.V. Cannula	General
21	I.V. Dripset	General
22	I.V. Fluid (RL)	General
23	Inj. Dexamathation	Life Saving
24	I.V. Fluid (DNS)	General
25	Inj. Cetrixone 1 gm.	General
26	Inj. Deriphylline	Life Saving
27	Inj. Ethamsylate	Life Saving
28	Inj. Gentamycin	General
29	Inj. Hydrocortisone	Life Saving
30	Inj. Lasix	General
31	Inj. Ondesctron	General
32	Inj. Pantoparazole	General
33	Inj. Rabipur	General
34	Inj. Xylocain 2% inj	General
35	Volini Spray	General
36	Neosporin Oint (Nebospar)	General
37	Nimesulide Tab 100mg	General
38	ORS Powder	General
39	Ranitidine Inj.	General
40	Rolled Bondage 15cm	General

41	Savlon Solution (Intalon)	General
42	Silver X Cream (250 gm)	General
43	Sorbitrate Tab 5mg	General
44	Sterile Water For Inj. (5 ml)	General
45	Surgical Blade	General
46	Surgical Gloves	General
47	Suture Material	General
48	Catgut,Mersilk	General
49	Tab.Aceclofenac 100 mg	General
50	Tab.Alprazolam 0.25mg	General
51	Tab. Amolodepin 5mg	General
52	Tab. Anti Spasmodic	General
53	Tab. Avil	General
54	Tab. Centrizin 5mg	General
55	Tab. Ciprofloxacin	General
56	Tab. Diclofenace	General
57	Tab. Metronidazole 400mg	General
58	Tab. Nocold(Anticold)	General
59	Tab. Norfloxacin	General
60	Tab. Ofloxacin+Ornidazole	General
61	Tab. Pantoparazole	General
62	Tab. Paracetamol	General
63	Tab. Ranitidine	General
64	Tab. Stemetil	General
65	Tetnus Toxide Inj.	General
66	Trioderm Oint.	General
67	D/Syringe 5ml.	General
68	D/Syringe 10ml.	General
69	Botroclot Soln.	General
70	Glucometer Strip	General
71	Sprit (450 ml)	General
72	Micropore 2 inch	General
73	Glucon D	General
74	Crepe Bandage 10cm	General
75	I.V. Fluid (NS)	General
76	I.V. Fluid (PD)	General
77	Eptoin Inj.	General
78	Disprin Tab.	General
79	Dulcolax Tab.	General
80	Ointment Burnheal	General
81	Acid 4% Sodium hydo carbonate	Life Saving
82	Milk of magnesia,Soda Water	General
83	4% Sodium hydo carbonate Solution Milk	Life Saving
84	Dilute Vinegar	General
85	Atropine - 2 milegrams	Life Saving
86	Camphor	Life Saving

87	Calcium Disodium edentate	General
88	Ampicillin 500 mg Cap	General
89	Cephalexin 500 mg Cap	General
90	Vertin 8 mg Tab	General
91	Povidone Ointment	General
92	Asthalin Respules	General
93	Formalin Solution	General
94	Phenylal Conc.	General
95	Tab Diclofenic + Surratiopeptidas	General
96	Tab Vitamin B Complex	General
97	Hypchloride Solution	Life Saving
98	Bleaching Powder	General
99	Citrole Syrup	General
100	Surgical Mask	General
101	Norflox TZ	General
102	Pan DSR Capsule	General

ANNEXURE-II

LIST/LOCATION OF FIRST-AID BOXES AT BCPL,LEPETKATA,PIPELINES,LAKWA AND DULIAJAN

Lepetkata		
S. NO	Location	First Aid Box (Refilling)
1	Guest House,BCPL Township,Barbaruah	1
2	Sub Station,BCPL Township,Barbaruah	1
3	Security Gate -2 (Non ATM), BCPL Township,Barbaruah	1
4	Admin GATE,Lepetkata	1
5	ENERGY GATE (Control Room)	1
6	ADMIN BUILDING(At reception)	1
7	MFS (FCR & Security Guard)	1
8	ELECTRICAL (Office)	1
9	LAB BUILDING (1st Floor)	1
10	CPP (Control Room)	1
11	CCR (Near LLDPE Console)	1
12	LLDPE (Extruder Control Room)	1
13	PPU(Extruder Control Room)	1
14	GSU (Portacabin)	1
15	SRR#1 (Callibration Room)	1
16	SRR 2 (Instrument)	1
17	SRR 3 (Instrument)	1
18	UCR	1
19	CISF (Quarter Guard)	1
20	PTD-LLDPE Bagging	1
21	ECU (Portacabin)	1
22	FWPH/SS-7	1

23	LALMATI (Pump House & Substation)	1
24	Multipurpose Fire Tender 1 & 2	2
25	Foam Nursher 1 & 2	2
26	SS-1	1
27	SS-8/ETP	1
28	Coolent Tower-1	1
Total		30

Duliajan - Lepetkata Pipeline		
31	SV Station-1: Tenghakhat	1
32	SV Station-2: Ghoramora	1
Total		2

Lakwa - Lepetkata Pipeline		
33	SV Station-1: Dihing-Theakrani Village near Jokai Reserve Forest	1
34	SV Station-2 : Kaloluwa (Rana Bazar)	1
35	SV Station-3: Gajapuria Village (Tiloi)	1
36	SV Station-4: Domar Dolong	1
Total		4

LAKWA		
Sr. No.	Location	Existing Box (Refilling required)
37	MCR	1
38	Laboratory	1
39	Mechanical Workshop	1
40	Fire Control Room	1
41	Lakwa Guest House	1
42	Fire Tender-1	1
43	Fire Tender-2	1
44	Township Guest House, Sivsagar	1
TOTAL		8

DULIAJAN		
S.No	Location	No. Of Boxes
45	Substation	1
46	Main Office	1
47	Fire Station	1
48	Fire Tender	1
49	Main Control Room	1
Total		5

ANNEXURE-III

**DETAILS OF CONTENTS OF MEDICINES/FIRST AID APPLIANCES TO BE KEPT AS
PER FACTORIES ACT AND AS PER PREVAILING PRACTICE AT BCPL**

Sl. No.	Particular of Medicines	Quantity
1	Small size sterilized dressing	24pc
2	Medium size sterilized dressing	12pc
3	Large size sterilized dressing	12pc
4	Large size burn dressing	12pc
5	(1/2 oz.) sterilized Cotton Wool	12pc
6	Snake-bite Lancet	1
7	(1 oz.) Bottle of Potassium permanganate crystals	2
8	(4 oz.) bottle containing a two percent alcoholic solution of iodine	1
9	(4 oz.) bottle of salvolatile having the dose and mode of administration indicated on the label.	1
10	4 oz. of ointment of burns	1
11	2 oz. of suitable surgical antiseptic solution	2
12	For Headache (Dispirin)	20
13	Anti-burn (10-15 gms) e.g. Burnheal	1
14	Band Aid	10 pc
15	Scissors	1 pair
16	Copy of the first aid leaflet issued by the Chief Advisor Factories, Govt. of India	1 Copy

भाग – VI

SECTION – VI

દર અનુસૂચી (એસઓઆર) **SCHEDULE OF RATES (SOR)**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

SCHEDULE OF RATES (SOR) -UN-PRICED BID							
(BIDDER TO MENTION AS "QUOTED" IN UN-PRICED SOR)							
E-TENDER NO.: BCPL/C&P/ CO19W213MC/1322							
“HIRING OF FIRST AID SERVICES FOR OCCUPATIONAL HEALTH CENTER AT BCPL-LEPETKATA, BCPL-LAKWAAND BCPL GDU-DULIAJAN FOR 24 MONTHS.							
Item No.	Service Description	UOM	QTY	Basic Unit Rate / Month		Total Amount (E*D)	
				(In numerical) Rs.	(In words) Rs.	(In numerical) Rs.	(In words) Rs.
A	B	C	D	E	F	G	H
1	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] Deployment of Four (04) MBBS Qualified Doctors for 24 Months (CTC which is inclusive everything including ER contribution of EPF+ ESI/EC+GPA Contribution.)	MONTHS	24	2,00,000	Two Lakhs only	48,00,000	Forty Eight Lakhs only
2	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] Deployment of One (01) Qualified Full-time Medical Officer (FMO) for 24 Months(CTC which is inclusive everything including ER contribution of EPF + ESI/EC+GPA Contribution.)	MONTHS	24	60,000	Sixty Thousand Only	14,40,000	Fourteen Lakhs Forty Thousand only
3	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] Deployment of One (01) Qualified Pharmacist for 24 Months (which is inclusive of Minimum Wages, Non-statutory Allowance, Shift Allowance, EPF ER Contribution,ESI ER Contribution,Annual Leave With Wages,National & Festival Holidays,Statutory Bonus)	MONTHS	24	26,810	Twenty Six Thousand Eight Hundred Ten Only	6,43,440	Six Lakhs Forty Three Thousand Four Hundred Forty Only
4	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER]	MONTHS	24				



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

	Deployment of Eight (08) Qualified Nurse for 24 Months (which is inclusive of Minimum Wages, Non-statutory Allowance, Shift Allowance, EPF ER Contribution, ESI ER Contribution, Annual Leave With Wages, National & Festival Holidays, Statutory Bonus)	MONTHS	24	1,84,339	One Lak Eighty Four Thousand Three Hundred Thirty Nine Only	44,24,136	Forty Four Lakhs Twenty Four Thousand One Hundred Thirty Six Only
5	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] Deployment of Four (04) Un-skilled Housekeepers for 24 Months (which is inclusive of Minimum Wages, Non-statutory Allowance, Shift Allowance, EPF ER Contribution, ESI ER Contribution, Annual Leave With Wages, National & Festival Holidays, Statutory Bonus)	MONTHS	24	66,376	Sixty Six Thousand Three Hundred Seventy Six Only	15,93,024	Fifteen Lakhs Ninety Three Thousand Twenty Four Only
6	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] Uniform & PPE @ 3000/- per person/year (Reimbursement)	LSM	13	6,000	Six Thousand Only	78,000	Seventy Eight Thousand Only
7	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] Periodical Medical Examination (Reimbursement)	LSM	13	14,00	Fourteen Hundred Only	18,200	Eighteen Thousand Two Hundred Only
8	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] Housekeeping Material	MONTHS	24	2,500	Two Thousand Five Hundred Only	60,000	Sixty Thousand Only
9	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] Provision for VDA Increase including other allowances	LSM	24	18,404	Eighteen Thousand Four Hundred Four Only	4,41,696	Four Lakhs Forty One Thousand Six Hundred Ninety Six Only



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
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10	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] AMC Charge&Disposal of Biomedical Waste	Number	365	1,500	Fifteen Hundred Only	5,47,500	Five Lakhs Forty Seven Thousand Five Hundred Only
11	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] Medicine Cost for Employees	Months	24	45,000	Forty Five Thousand Only	10,80,000	Ten Lakhs Eighty Thousand Only
12	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] Medicine cost for First Aid Boxes (First time filling)	Number	54	600	Six Hundred Only	32,400	Thirty Two thousand Four Hundred Only
13	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] Medicine cost for First Aid Boxes (Re-filling)	Number	24	13,500	Thirteen Thousand Five Hundred	3,24,000	Three Lakhs Twenty Four Thousand Only
14	[THIS ITEM IS NOT TO BE QUOTED BY BIDDER] Printing & Stationery	LSM	24	2500	Twenty Five Hundred	60,000	Sixty Thousand
15	Contract Profit/Service Charges: (Bidder to quote towards rendering the services as defined in Special Condition of Contract (SCC) of the Tender to be valid during currency of contract	LMM	24		Rs. ____ (per Month)	Rs. _____ (For 24 Months)	
Total Basic Amount exclusive of GST[CGST+SGST or IGST]:							
Applicable GST [CGST+SGST or IGST] Rate in [__%]:							



SCHEDULE OF RATES [PRICED SOR]

ATTACHED AS A SEPARATE SHEET

**(PLEASE GO TO OUR E-TENDER PORTAL, SOR TO BE QUOTED UNDER
E-MODE ONLY)**