



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

TENDER NO: BCPL/C&P/GU16W210BB/00281

DATE: 23.01.2017

TENDER DOCUMENT

FOR

“HIRING OF CONTRACT SERVICES FOR 01 NO. OF ABRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.”

TENDER SUBMISSION DATE	:	10.02.2017 UPTO 1400 Hrs.
TENDER OPENING DATE	:	10.02.2017 UPTO 1500 Hrs.

Tender Fee	:	NOT APPLICABLE
EMD Amount	:	Rs 27000/-

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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

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FAQ

[QUESTIONS AND ANSWERS]

SL NO.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable ?	Yes, Bids shall be submitted only through manual mode in the manner specified elsewhere in tender document.
3	Whether EMD are prerequisite for qualification of bidder in any tender ?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit ?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit ?	(i) No, there is no exemption in submission of EMD as PPP Policy is not applicable for works. (ii) There is no exemption in submission of SD (Security Deposit).
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
7	Whether Late bid can be considered?	No
8	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender ?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
9	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender ?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
10	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
11	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's	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

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	Eligibility Criteria) which is incorporated in Tender ?	financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
12	Whether BEC can be relaxed for any bidder after opening of Bids ?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
13	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
14	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.

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Brahmaputra Cracker and Polymer Ltd.
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TABLE OF CONTENTS

SECTION-I	INVITATION FOR BIDS [IFB]
SECTION-II	BIDDER'S ELIGIBILITY CRITERIA [BEC] & PRICE BID EVALUATION METHODOLOGY
SECTION-III	INSTRUCTIONS TO BIDDERS [ITB] AND FORMATS (TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))
SECTION-IV	GENERAL CONDITIONS OF CONTRACT [GCC]
SECTION-V	SPECIAL CONDITIONS OF CONTRACT [SCC]
SECTION-VI	SCOPE OF WORK [SOW]
SECTION-VII	HEALTH, SAFETY AND ENVIRONMENT[HSE] SPECIFICATIONS
SECTION-VIII	SCHEDULE OF RATES [SOR]

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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SECTION - IB

INVITATION FOR BIDS [IFB]

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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SECTION - IB INVITATION FOR BIDS [IFB]

To,

Dt. 23.01.2017

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT NO. BCPL/C&P/GU16W210BB/00281 HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT / DELIVERY SCHEDULE / PERIOD	:	The period of contract shall be 24 months from the commencement date with the provision of time extension for further 6(Six) months
II	Tender Fee	:	Not Applicable
III	Earnest Money Deposit (EMD)	:	Rs. 27,000/-
IV	BID DUE DATE & TIME	:	10.02.2017 upto 14:30 Hrs
V	OPENING OF UNPRICED BID	:	10.02.2017 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	09.05.2017
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive Bidding through Manual Mode (Under Two Bid System Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in; http://www.bcplonline.co.in; Govt Website: https://www.eprocure.gov.in
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	30.01.2017 at 11.30 Hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt. Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.
 - i) Demand Draft towards Tender fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://tenders.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 8.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.



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

12.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled **on 30.01.2017 at 11.30 A.M.** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Ch. Manager (C&P) / Sr. Officer (C&P) Phone No. 0265 2914635; Email ID: bhaskar.barman@bcplindia.co.in

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Bhaskar Barman]
Sr. Officer [C&P]
Ph: +91-0373-2914609/635/636
E-mail:bhaskar.barman@bcplindia.co.in

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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SECTION-II

BIDDER'S ELIGIBILITY CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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SECTION-II

1. BIDDER'S ELIGIBILITY CRITERIA [BEC]

1 BEC-Technical (as a single bidder):

1.1.1 Bidder shall have **experience** of having **executed** at least a **single order/contract** of providing of Vehicles to any Govt. / Semi Govt. /PSU / MNC/ Public Ltd. Company/ Pvt. Ltd. Company of **minimum value of work as mentioned in Table-1** below, against **quoted vehicle** in previous seven (7) years prior to the due date of bid submission.

In addition to above:

1.1.2 The bidder must **own at least 2 or 30% whichever is higher of required quantity of vehicles against the tender as mentioned in Table-1** below, as on due date of bid submission.

The above vehicles shall be having taxi permit and should be registered in the name of firm/ bidder in case of proprietorship / partnership concern and in the name of the firm/ company for other than proprietorship / partnership concern.

1.1.3 Bidder must **possess a valid registration** under "The Motor Transport Worker Act 1961" (wherever applicable). This Act is applicable on motor employing five or more motor transport workers, as per Section-1 of "The Motor Transport Worker Act 1961".

Table-1

Type & Number of Vehicle Required	<u>Minimum Executed value of work Required in a single order / Contract.</u> [BEC-1.1.1] (Rs.)	<u>Required Minimum Quantity of Vehicles in Own Name</u> [BEC-1.1.2] (NUMBER)
Brand New 'MARUTI SUZUKI DZIRE, DIESEL (A/C) with 5 Seating Capacity including driver. Number of Vehicle Required: 1(ONE)	3.4LAKH	02 [TWO]

1.2 BEC-Financial (as a single bidder): NOT APPLICABLE.

BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC
1.1	<u>Technical Experience Criteria – Document</u>	

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC
1.1.1	Experience against execution/completion of order	The work order/Agreement & completion /execution certificate mentioning required details. For instance Work order/Agreement must clearly indicate Nature of work/ service, various components/items, period, and value. Similarly, completion certificate/ execution certificate must clearly indicate reference to relevant work order, Actual value of executed work, and Actual date of completion. (All above documents to be uploaded/submitted are required to be attested by Notary Public with legible stamp)
1.1.2	The vehicles shall be having taxi permit and should be registered in the name of firm/ bidder in case of proprietorship / partnership concern and in the name of the firm/ company for other than proprietorship / partnership concern.	(a) Valid Registration Certificate of Vehicle for ownership proof issued by RTO. (b) Valid Vehicle Taxi Permit issued by RTO. (c) Valid Vehicle Fitness Certificate issued by RTO. (d) Valid Insurance Policy issued by the Underwriter (All above documents to be uploaded/submitted are required to be attested by Notary Public with legible stamp)
1.1.3	Valid registration under "The Motor Transport Worker Act 1961"	A copy of Certificate of Registration under " The Motor Transport Worker Act 1961 " issued by concerned authorities. (Above document to be uploaded/submitted are required to be Notarised by Notary Public with legible stamp)
In respect of 1.1.1, 1.1.2 & 1.1.3	Documents to be authenticated/ certified/ attested and to be submitted along with bid.	All the above qualification documents to be Duly Notarised by Notary Public with legible stamp.
1.2	<u>Financial Experience Criteria- Document</u> : NOT APPLICABLE.	

2.0 PRICE BID EVALUATION METHODOLOGY:

2.1 Bidder must quote rate for full quantity of tender SOR.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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- 2.3 Bid of techno-commercially acceptable bidder will be evaluated on L1 basis as well as lowest bid in totality, and will be considered for award. For the purpose of evaluation of bid and arriving at the L1 bidder for the total value of SOR shall be considered including taxes.
- 2.4 In the absence of requisite documents as mentioned in tender, BCPL reserve the right to accept or reject any or all the bids without assigning any reason whatsoever. BCPL's decision in this regard shall be final and binding on the bidder.
- 2.5 Bids from Joint Venture / Consortium: NOT APPLICABLE FOR THIS TENDER.

NOTE TO "BIDDER'S ELIGIBILITY CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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

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SECTION-III

INSTRUCTION TO BIDDERS [ITB]

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

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

SECTION-III **INSTRUCTION TO BIDDERS**

INDEX

[A] GENERAL:

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

[B] BIDDING DOCUMENTS:

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

[C] PREPARATION OF BIDS:

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES / BID PRICES
13. TAXES & DUTIES
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY / BID SECURITY
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

[D] SUBMISSION OF BIDS:

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

[E] BID OPENING AND EVALUATION:

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF PRICE BIDS [PRICE BID EVALUATION METHODOLOGY]
33. COMPENSATION FOR EXTENDED STAY
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

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

[G] ANNEXURES:

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

[H] FORMS & FORMATS

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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SECTION-III

INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

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

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

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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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

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

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

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

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

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

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

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

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

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

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

- 4 **ONE BID PER BIDDER**

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2 Alternative Bids shall not be considered.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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5 **COST OF BIDDING & TENDER FEE**

5.1 **COST OF BIDDING**

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

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

6 **SITE VISIT-**

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

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

6.3 The Bidder shall not be entitled to hold any claim against GAIL 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 **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]

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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Brahmaputra Cracker and Polymer Ltd.
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- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Specifications, Scope of Work
- Section-VII : HSE
- Section-VIII : Schedule of Rates

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

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

8 CLARIFICATION OF BIDDING DOCUMENTS

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

9 AMENDMENT OF BIDDING DOCUMENTS

- 9.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gailtenders.in>; <http://www.bcplonline.co.in> and [Government Website](#)] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

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

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

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- (p) All forms and Formats including Annexures.
- (q) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (r) Additional document specified in Bidding Data Sheet (BDS).

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

11.1.2 ENVELOPE-II: Price Bid

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

12 SCHEDULE OF RATES / BID PRICES

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

13 SERVICE TAX

- 13.1 Bidders are required to submit a notarized copy of the Service Tax Registration Certificate while submitting the bids wherever service tax is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except Service Tax and Swachh Bharat cess (non cenvatable). Please note that the responsibility of payment of Service Tax lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule 4A of service tax rules, 1994. The invoice shall also contain the following:
- (a) Name, Address & Registration No. of such Person/Contractor
 - (b) Name & Address of the Person/Contractor receiving Taxable Service
 - (c) Description, Classification & Value of Taxable Service provided
 - (d) Service Tax Amount, if any.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

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

13.5 SERVICE TAX IN CASE OF WORKS CONTRACT

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- 13.5.4 Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/ BCPL as service recipient, if applicable, as per the reverse charge rule of service tax in Form F-10 'Agreed terms & conditions'.
- 13.5.5 This is clearly stipulated that in case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax on total value of works contract.
- 13.6 Where the BCPL is entitled to avail the cenvat credit of service tax:-
- 13.6.1 Owner/BCPL will reimburse the service tax to the Contractor at actuals against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case of any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion. Swachh Bharat cess (non cenvatable) shall be paid against documentary evidence.
- 13.6.2 The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.
- 13.7 Where the BCPL is not entitled to avail/take the cenvat credit of service tax:
- 13.7.1 Owner/BCPL will reimburse the service tax and Swachh Bharat cess (non cenvatable) to the Contractor at actuals against documentary evidence subject to the ceiling amount of Service Tax as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which service tax is applicable will be modified on pro-rata basis.
- 13.7.2 The bids will be evaluated based on total price including applicable service tax.
- 13.8 In case of non-corporate entities, bidder is required to pay certain portion of applicable service tax and remaining portion shall be deposited by BCPL directly as per service tax act. However in SOR, entire applicable rate/amount of service tax to be indicated by bidder.
- 13.9 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

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

13.10 Tax Deducted at Source [TDS]

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

13.11 Income Tax

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

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

16 EARNEST MONEY/BID SECURITY- : Rs. 27,000/-

- 16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' in the form of '**Demand Draft**' or '**Banker's Cheque**' [in favor of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or '**Bank Guarantee**' or '**Letter of Credit**' **as per the format given in Form -4/4A of the bidding documents**. Bidders shall ensure that '**Bid Security**', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with '**Bid Security**', or '**Bid Security**' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 16.2 The '**Bid Security**' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the '**Bid Security**'s forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3 BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of '**Bid Security**'. In case '**Bid Security**' is in the form of a '**Bank Guarantee**', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of '**Bank Guarantee**' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the '**Bank Guarantee**' itself or separately on its letterhead. '**Earnest Money / Bid Security**' shall be valid for 'two [02] months' beyond the '**Bid Validity Period**'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5 **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**
- 16.6 The successful Bidder's '**Bid Security**' will be discharged upon the Bidder's acknowledging the '**Award**' and signing the '**Agreement**' and furnishing the '**Contract Performance Security / Security Deposit**' pursuant to clause 37 & 38 of ITB.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

17 PRE-BID MEETING (IF APPLICABLE)

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

18 FORMAT AND SIGNING OF BID

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19 ZERO DEVIATION AND REJECTION CRITERIA

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

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security
- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Delivery Schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Bank Guarantee / Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20 **E-PAYMENT**

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

[D] – SUBMISSION OF BIDS

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

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

22 **DEADLINE FOR SUBMISSION OF BIDS**

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

23 **LATE BIDS**

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

24 **MODIFICATION AND WITHDRAWAL OF BIDS**

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

24.1.1 **FOR MANUAL BIDDING**

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

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

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

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

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

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Unpriced Bid Opening:*

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

26.2 *Priced Bid Opening:*

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

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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.
- 29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**
- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30 CORRECTION OF ERRORS

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

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

34 PURCHASE PREFERENCE

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

[F] – AWARD OF CONTRACT

35 AWARD

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

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

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

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

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

37 SIGNING OF AGREEMENT

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

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

38.2 The contract performance security shall be for an amount equal to 7.5%(Initial SD to be deposited @2.5% and remaining 5% to be recovered from RA Bills) of Annualized contract value (excluding taxes & duties) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations and performance of equipment. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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

38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

38.4 The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

39.2 The Fraud Prevention Policy document is available on GAIL's/BCPL's website (www.gailonline.com / www.bcplonline.com)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

39.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

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

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

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

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

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

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

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

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

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

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

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

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

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

41 **AHR ITEMS**

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

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

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

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

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

42 **VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Annexure II to ITB herewith.

43 **INCOME TAX & CORPORATE TAX**

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

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

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

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

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

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

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

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

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

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46 BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

In case of LOA/Contract	In case of PO
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TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

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

47 TRANSPARENCY

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

48 SALE OF BID DOCUMENTS

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

49 SUBLETTING & ASSIGNMENT

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

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

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

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

51. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
52. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

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

A Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

“Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

D.2.2 During the period of suspension, no new business dealing may be held with the agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

4.0 **EXCLUSIONS:**

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

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

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

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

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

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

6.0 **EFFECT OF HOLIDAY**

6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

6.3. Effect on other ongoing tendering:

6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

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

6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.



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

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

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

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

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

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

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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

10. **ERRANT BIDDER**

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

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

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

.....



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Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under:

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

Signature of
Authorised Signatory:

Name:

Designation:

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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1.3 RELIABILITY PERFORMANCE

20 Marks

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



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ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/GU16W210BB/00281				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: “HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE”				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☒</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: MR. BHASKAR BARMAN, SR. OFFICER (C&P) / SH. S K MISHRA, CH.MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: bhaskar.barman@bcplindia.co.in;				

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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C. PREPARATION OF BIDS

ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u>
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The Tender No. of this bidding process is: BCPL/C&P/GU16W210BB/00281
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: MR. BHASKAR BARMAN, SR. OFFICER (C&P) / SH. S K MISHRA, CH. MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code: 786006, Phone no. 0373 2914636. Email id: bhaskar.barman@bcplindia.co.in;

TENDER NO: **BCPL/C&P/GU16W210BB/00281** FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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Brahmaputra Cracker and Polymer Ltd.
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26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code: 786006, Phone no. 0373 2914636. Email id: bhaskar.barman@bcplindia.co.in; Date: 07.02.2017 Time: 15:00 Hrs.				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td>☒ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☒ YES</td></tr></table>	APPLICABLE	☒ NO	NOT APPLICABLE	☒ YES
APPLICABLE	☒ NO				
NOT APPLICABLE	☒ YES				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] State: Assam				
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td>☒ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☒ NO</td></tr></table> The contract performance security shall be for an amount equal to 7.5% (Initial SD to be deposited @2.5% and remaining 5% to be recovered from RA Bills) of Annualized contract value (excluding taxes & duties)	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO
APPLICABLE	☒ YES				
NOT APPLICABLE	☒ NO				

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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40	Public Procurement Policy for MSEs :		Whether tendered
	APPLICABLE	☐ NO	
	NOT APPLICABLE	☐ YES	
	item is non-split able or not-divisible :		
41	Provision of AHR Item :		
	APPLICABLE	☐ YES	
	NOT APPLICABLE	☐ NO	
Clause no. 27.3 of GCC	Bonus for Early Completion:		
	APPLICABLE	☐ NO	
	NOT APPLICABLE	☐ YES	



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

FORMS & FORMAT

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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-17	FORMAT FOR CONSORTIUM/JV AGREEMENT
F-18	BIDDER'S QUERIES FOR PRE BID MEETING
F-19	E-BANKING FORMAT

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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F-1

BIDDER'S GENERAL INFORMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE"

TENDER NO.: BCPL/C&P/GU16W210BB/00281

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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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F-2

BID FORM

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE"

TENDER NO.: BCPL/C&P/GU16W210BB/00281

Dear Sir,

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

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

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

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

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

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

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

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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F-3

LIST OF ENCLOSURES

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE"

TENDER NO.: BCPL/C&P/GU16W210BB/00281

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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F-4

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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.

.....



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F-5

LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE"

TENDER NO.: BCPL/C&P/GU16W210BB/00281

Dear Sir,

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

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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F-6

"NO DEVIATION" CONFIRMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE"

TENDER NO.: BCPL/C&P/GU16W210BB/00281

Dear Sir,

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE"

TENDER NO.: BCPL/C&P/GU16W210BB/00281

Dear Sir,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE"

TENDER NO.: BCPL/C&P/GU16W210BB/00281

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

F-9

PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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

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



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

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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

.....

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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(भारत सरकार का उपक्रम)
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F-10

AGREED TERMS & CONDITIONS

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE"

TENDER NO.: BCPL/C&P/GU16W210BB/00281

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Service Tax & Edu. Cess thereon, Swachh Bharat Cess	ST:% EDU. CESS:.....% SWATCH BHARAT CESS:%
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs. 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm 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.	
20.	Whether bidder falls under Micro Small Enterprise (MSE) Act.	
	If Yes, Whether the bidder is a MSE registered firm belonging to SC/ST category	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE"

TENDER NO.: BCPL/C&P/GU16W210BB/00281

Dear Sir,

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

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

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

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

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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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F-12

UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE".

TENDER NO.: BCPL/C&P/GU16W210BB/00281

Dear Sir

We hereby confirm that "The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection".

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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F-13

BIDDER'S EXPERIENCE

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE".

TENDER NO.: BCPL/C&P/GU16W210BB/00281

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 Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:
Date:

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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
(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	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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DOCUMENTS & CERTIFICATION CHECKLIST

SL. NO.	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	EMD Value	Rs. 27,000/-		
A	DD	DD No. _____ dated For Rs. _____	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90DAYS	YES/ NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR(Exemption :NOT APPLICABLE)	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/ NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	Bidder experience of execution/completion of a single order/contract (Import/Export) (as stipulated in BEC,1.1.1)	Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order & date, actual date of contract started & completed and actual executed value of work order, etc along with the unpriced bid.	YES	NO
A	ORDER COPY	Duly Self-Certified/Self-attested by Power of Attorney holder with seal of the Bidder.	YES	NO
B	ORDER COPY		YES	NO
C	COMPLETION/EXECUTION CERTIFICATE		YES	NO
D	COMPLETION/EXECUTION CERTIFICATE		YES	NO
E	COMPLETION/EXECUTION CERTIFICATE		YES	NO
5.	FINANCIAL CRITERIA AS STIPULATED IN BEC [NOT APPLICABLE IN THIS TENDER]			
5i.	Financial Documents – Turn Over	Audited balance sheet and profit & loss account statement of any of the three (3) preceding Financial Year(s), i.eFY: 2015-2016, 2014-2015 & 2013-2014meeting Turn over Financial Criteria as stipulated in BEC along with un-price bid. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of ‘submission of bid/bid closing date’, bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate three (3) preceding financial years, i.e FY: 2014-2015, 2013-2014 & 2012-2013 along with un-price bid.	NA	NA

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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5ii.	Financial Documents – Net Worth & Working Capital	AUDITED Balance Sheet and Profit & Loss Statement of FY: 2015-2016 meeting the NET WORTH & Working Capital Financial Criteria as stipulated in BEC. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2015-16 is not audited on the due date of ‘submission of bid/bid closing date’, bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, i.eFY: 2014-2015 along with un-price bid.	NA	NA
A	Balance Sheet/s & Profit & Loss Statements as in 5i, & 5ii above	Duly attested by Notary Public with legible stamp	NA	NA
B	Details of financial capability of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	NA	NA
C	In Case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, F-15) from the Bidder's bank having net worth not less than INR 1(one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/attested by Notary Public with legible stamp.	NA	NA
6.	Tender Document signed & stamped	Signed & stamped all pages ALONGWITH UNPRICED BID.		
7.	SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.		
8.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL		
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.				
Place: [Signature of Authorized Signatory of Bidder] Date: Name: Designation: Seal: Bidder is requested to fill this check list and ensure that all detail/ documents have been submitted including this Checklist duly filled in, signed & stamped along with the "Un-priced bid (Part-I)". Non submission of any document/ submission without proper attestation may lead to rejection of the Bid.				

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

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

NB:

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

Sl. No.	List of Order Details	Description		Details [to be mentioned by the bidder]
A	1 st Order/ LOI/Contract			
A1		Name of Order issuing Agency/Client/Owner/Company	:	
A2		Order No. & Date	:	
A3		Brief Details/Name (Nature) of Supply	:	
A4		Contract/Order Value (in Rs.)	:	
A5		Period of Contract/ Order	:	
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed Value vi. Executed Qty, etc		
B	2 nd Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]
B1		Name of Order issuing		

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

D	4th Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
D1		Name of Order issuing Agency/Client/Owner/Company	

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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[NOT APPLICABLE IN THIS TENDER]

THIS FORMAT TO BE FILLED BY THE BIDDER

FINANCIAL CRITERIA AS STIPULATED IN BEC

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

NB:

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

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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.

ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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F-15

[NOT APPLICABLE IN THIS TENDER]

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

(To be provided on Bank's letter head)

Date:

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

**TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF
BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR
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GUWAHATI OFFICE.**



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F-16

[NOT APPLICABLE IN THIS TENDER]

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. ANNUAL TURNOVER OF LAST 3 YEARS:

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

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

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

Name of Audit Firm: [Signature of Authorized Signatory]

Chartered Accountant Name:

Date: Designation:

Seal:

Membership no.

Instructions:

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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE"

TENDER NO.: BCPL/C&P/GU16W210BB/00281

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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F-18

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:

**TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF
BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR
A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-
GUWAHATI OFFICE.**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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SECTION – V

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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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SPECIAL CONDITIONS OF THE CONTRACT

PART-A

NAME OF WORK: “HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE”.

1.0 GENERAL:

- 1.1 The Special Condition 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 do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 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 Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

2.0 LOCATION: BCPL, Guwhati.

3.0 SCOPE OF WORK:

- A) The Scope of work shall be as per Special Conditions of Contract Part-B.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

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

4.0 TIME OF COMPLETION/PERIOD OF CONTRACT:

The Time of Completion/Period of Contract shall be as per Special Conditions of Contract Part-B.

The work shall be executed strictly as per time Schedule given in Tender Document. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, re-testing and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

5.0 TERMS OF PAYMENT:

As per SCC Part-B

6.0 EARNEST MONEY:

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 Scheduled/Nationalized Bank in favor of **M/s. Brahmputra Cracker & Polymer Limited, payable at DIBRUGARH, ASSAM.**

Alternatively, Earnest Money may also be submitted in the form of Bank Guarantee from any Nationalized/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 the 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.

7.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

Income Tax deduction shall be made from all payments to the contractors as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. Sales Tax, Works Contract Tax and other duties/ levies, as applicable shall be borne by the contractor.

The BCPL will issue the necessary certificate for income tax deduction at source, however, the contractor has to submit detail of their **Permanent Account No. (PAN)** before issue of such certificate. However, if the contractor has not been allotted PAN and has applied for the same to Income Tax department / the authorized agency nominated by Income Tax



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

department, contractor shall submit the copy of application filed for allotment of PAN No. In absence of any of these documents, no TDS certificate shall be issued by BCPL.

Similarly, in case of Works Contract (involving both supply of material and services) Tax will be deducted at source by BCPL towards W.C. Tax at the rate applicable from time to time (presently 5%) and issue necessary certificate to this effect.

8.0 SERVICE TAX:

The bidder shall indicate in its bid the Service Tax registration no. and in case the Service Tax registration no. is not available, the bidder will give confirmation for obtaining registration with a copy of application for registration.

The Contractors liable to pay Service Tax for the work / services rendered to BCPL, shall specifically mention the Service Tax registration No. in their Invoice(s). Further, the amount and rate of Service Tax shall be separately and distinctly specified in the Invoice(s).

For payment of service tax, serially numbered invoice / bill shall be issued by the service provider and should also specify following as per rate 4A of service tax Rules:

- (i) The name, address and registration number of the service provider
- (ii) The name and address of the recipient of the taxable service
- (iii) Description, classification and value of taxable service provided and
- (iv) The service tax payable on such services

In case of non-compliance to the above, BCPL is not liable to reimburse any claim of contractor in respect of service tax. Further service tax invoices are to be raised keeping in view the new rules of service tax.

9.0 SECURITY DEPOSIT:

- 9.1 The contract performance security shall be for an amount equal to 7.5%(Initial SD to be deposited @2.5% and remaining 5% to be recovered from RA Bills) of Annualized contract value (excluding taxes & duties)
- 9.2 No interest shall be payable by the Company to the contractor for the amount of Security deposit.
- 9.3 Contractor can furnish the initial or total security deposit amount through bank guarantee from any nationalized /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.
- 9.4.1 Security Deposit shall be refunded within 90 days after the completion of work or Defect Liability Period whichever is applicable.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL- GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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10.0 **TECHNICAL SPECIFICATION:** NOT APPLICABLE

11.0 **MEASUREMENT OF WORK:**

11.1 Measurement of works shall be made in the units mentioned in the Schedule of Rates as per details given in Technical/Standards specifications.

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

12.0 **DEFECT LIABILITY PERIOD:**

The defect liability period shall be as per Special Conditions of Contract of Part-B

13.0 **MOBILIZATION ADVANCE (M.A.):**

No mobilization advance is payable for this work.

14.0 **COMPENSATION FOR EXTENDED STAY:**

No compensation for extended stay is payable to contractor.

15.0 **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.

16.0 **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.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

17.0 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.

18.00 SCHEDULE OF RATES:

18.1 The quantities indicated in Schedule of Rates are just tentative. The rates quoted by the bidder shall remain firm for any variation and will assume to be inclusive of all taxes & duties excluding Service Tax & Cess thereon.

18.2 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period.

19.00 TERMINATION OF CONTRACT:

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

20.00 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 ` . 100/- .The cost of stamp paper shall be borne by the contractor. The format of agreement can be obtained from the office of the Deputy General Manager (C&P), BCPL, DIBRUGARH, ASSAM.

21.00 SUPERVISION OF WORK:

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

22.00 CLEARANCE OF SITE:

22.1 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.

22.2 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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

cleared off the site completely and the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive.

- 22.3 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.

23. **ADHERENCE TO SAFETY REGULATIONS:**

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

24.00 **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.

25.00 **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.

26.00 **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.

27.0 **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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

cases indemnify and keep the owner and/or their representatives harmless from all lesson, damages, expenses or decrease arising out of such action.

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

- a. The contractor shall have his own PF code no. with the RPFC as required under employee PF & Miscellaneous Provisions Act, 1952.
 - b. The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC.
- 28.1 The contractor is required to obtain labor license under the provisions of Contract Labor (R&A) Act, 1970 from the office of ALC, 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.
 - 28.2 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, workman compensation act and other relevant acts, rules and regulations enforced from time to time.
 - 28.3 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.
 - 28.4 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.
 - 28.5 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.
 - 28.6 All personnel deployed by the contractor should be on the rolls of the contractor.
 - 28.7 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.
 - 28.8 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 be strictly adhere to guidance, instruction when required.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- 28.9 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.
- 28.10 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.
- 28.11 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.
- 28.12 All existing and amended safety / fire rules of BCPL are to be followed within the BCPL plant or service center.
- 28.13 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.
- 28.14 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.
- 28.15 Special safety equipment e.g. breathing apparatus etc. shall be arranged by the Contractor.
- 28.16 The contracts will be required to provide full body harness safety belt for all their workers working at site positively.
- 28.17 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.
- 28.18 Before undertaking jobs, contractor shall take work permit from Engineer-in-charge and same shall be returned after completion of job.
- 28.19 All types of transport connected with the work shall be in the scope of the contractor.
- 28.20 Suitable site office space may be provided by, BCPL if required and available.
- 28.21 BCPL will provide free water, steam, air and electricity at suitable points, if required, for under taking the job.
- 28.22 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.
- 28.23 Technicians/ supervisors deployed by the contractor should be technically qualified for fulfilling the contractual obligation.
- 28.24 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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.

28.25 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.

29 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.

30 ARBITRATION CLAUSE:

30.1 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.

30.2 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.

30.3 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.

30.4 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.

30.5 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.

30.6 The venue of arbitration shall be Guwahati.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL- GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- 30.7 The award of the Arbitrator shall be final and binding on both the parties.
- 30.8 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.

31 **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.

32 **SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENT:**

- 32.1 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.
- 32.2 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.
- 32.3 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.
- 32.4 Further, such contractor/bidder shall be blacklisted for future business with BCPL.

33 **SUBMISSION OF ATTESTED COPIES OF CERTIFICATES/DOCUMENTARY EVIDENCES:**

- 33.1 The bidders are required to submit the copy of PF certificates duly attested by Gazetted Officer/Officer of Public Sector Enterprises.
- 33.2 Further, the bidders are required to furnish the attested copy (ies) of Power of Attorney/Partnership Deed.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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33.3 Bidders are required to furnish the attested copy (ies) of documentary evidence in support of meeting the Bidder's Eligibility Criteria.

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

34.0 **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.

35.00 **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 **PF REGISTRATION (if applicable):**

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

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

38.0 **PENALTY AGAINST VIOLATION OF SAFETY, HEALTH AND ENVIRONMENT RELATED NORMS:**

- 39.1 Against Violation of applicable Safety, Health and Environment related norms, a penalty of Rs 5,000.00 per occasion.
- 39.2 Violation as above resulting in:
- 39.3 Any physical injury, a penalty of 0.5% of the contract value (maximum of Rupees 2, 00,000.00) per injury in addition to Rupees 5,000.00 as in para 40.1.
- 39.4 Fatal accident, a penalty of 1% of the contract value (maximum of Rupees 10, 00,000.00) per fatality is addition to Rupees 5,000.00 as in para 40.1.

40.0 **PRICE REDUCTION SCHEDULE:AS PER SCC PART-B CLAUSE NO-20.**

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL- GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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SPECIAL CONDITIONS OF THE CONTRACT

PART-B

NAME OF WORK: “HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE”.

1.0 GENERAL

- 1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates and any other documents forming part of contract, wherever the context so requires.
- 1.2 Where any clause, sub-clause, etc. of the General Conditions of Contract is repugnant to or at variance with any provision(s) of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall, to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever, it is mentioned in the specifications that the CONTACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 **The intending bidder shall be deemed to have visited the site. Non familiarity with site conditions and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with specifications.**
- 1.5 Bids of Joint Venture/Consortium not acceptable.
- 1.6 **The vehicle shall necessarily have TAXI PERMIT.**
- 1.7 During the period of the contract, BCPL can increase/decrease the number of vehicles on the same rates, terms and conditions as stipulated in the contract and same shall be obligatory and binding on the contractor to execute any such order.
- 1.8 **No sub-contracting shall be allowed without permission of the Company.**
- 1.9 The Vehicles, taken on hire with the approval of the Engineer -in- Charge for regular duties under the contract shall not be changed/ replaced by the Contractor normally during currency of contract except for its being defective in which' case another hired vehicle of equivalent or higher specifications/model shall be provided by the contractor. The replaced vehicle will be accepted only if it has all valid documents for which the decision of the Engineer-in-Charge or its Authorized Representative will be considered as final.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- 1.10 The decision with regard to acceptance or rejection of any hired vehicle(s) offered by the contractor shall remain with the Company and the same shall be final and binding upon the contractor.

2. **GENERAL DEFINITIONS:**

- 2.1 "**AREA OF OPERATION OF HIRED VEHICLES**" means the areas/places connected with activities of BCPL defined in Scope of work OR any other place at the sole discretion of the Company, depending upon requirements to meet the objective of the contract.
- 2.2 "**MONTHLY BASIS VEHICLE**" means vehicles deployed for full calendar month i.e. from any date of month to the preceding date of the next month.
- 2.3 "**CHARGES**" means the charges (normal duty hours) of Vehicles per month with prescribed kilometers.
- 2.4 "**COMPANY**" means BCPL (BRAHMAPUTRA CRACKER AND POLYMER LIMITED), a Government company having its registered office at Hotel Brahmputra Ashok, M.G. Road, Guwahati-781001.
- 2.5 "**CONTRACTOR**" means any proprietorship/ partnership firm or company to whom the contract is awarded for deployment of contract carriage vehicles on hire to the Company.
- 2.6 "**CONTRACT**" means the formal contract executed between the Company and the Contractor as a result of the subject Tender. The specific instructions issued from time to time by Engineer-in-charge or by his authorized representative and all documents taken together shall be deemed to form contract and shall be complementary to one another.
- 2.7 "**DAY**" means day starting from 0000 hrs to 2400 hrs.
- 2.8 "**DISTANCE**" means the distance by the shortest approachable route unless otherwise specified.
- 2.9 "**HOURLY**" means an hour of sixty minutes. For the purpose of hire and/or penalty charges, fraction of an hour up to 30 minutes will not be taken into account and more than 30 minutes will be treated as full one hour.
- 2.10 "**MONTH**" means a complete calendar month of the year.
- 2.11 "**NIGHT HALT**" means overnight stay of Vehicles at any place/ in any area beyond its designated reporting place/places.
- 2.12 "**PRO-RATA HOUR RATE**" means a rate arrived at by the following formula:

$$\text{For 24 hrs duty} = \frac{\text{Monthly charges}}{30 \times 24 \text{ hrs}}$$

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

For 12 hrs duty = $\frac{\text{Monthly charges}}{30 \times 12 \text{ hrs}}$

- 2.13 **"REPORTING PLACE OF VEHICLES"** means any operational site of the Company where a Vehicle shall normally report for duty. The normal Reporting place of Vehicles shall be as designated in the scope of work and actual location at the place of reporting will be intimated after placement of work order depending on the requirement and may be changed at any time during the currency of contract, if such requirement arises.
- 2.14 **"SCHEDULE OF RATES"** rates to be filled/ attached to this contract.
- 2.15 **"SEATING CAPACITY"** means the number of passengers the Vehicles can carry including the driver.
- 2.16 **"SUITABLE SUBSTITUTE"** means similar Vehicle of equivalent or higher model not earlier than Year of Manufacture specified in Scope of Work for respective vehicle subject to acceptance by Engineer In-Charge.
- 2.17 **Vehicle:** As per the specifications given hereunder:
- 2.17.1 Maruti Swift Dzire (AC), Diesel means contract carriage of a diesel driven light motor vehicle (manufacturer Maruti Suzuki Limited) Air Conditioned fitted with all necessary fittings and accessories along with valid registration , Taxi permit and insurance document and driver. The Vehicle must be diesel driven with seating capacity of 5 including driver.
- 2.17.2 **"ERTIGA"** means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver, The Vehicle must be diesel/CNG/Petrol driven, Model: Top Model of all Fuel variant, Make of Maruti Suzuki.
- 2.17.3 **"Innova"** means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver, The Vehicle must be diesel driven, Model: Innova, E model, Make of Toyota.
- 2.17.4 **"Scopio"** means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver, The Vehicle must be diesel driven, Scorpio D1(SLE) model , Make of Mahindra & Mahindra.
- 2.17.5 **"SAFARI 4x4"** means contract carriage of a light passenger motor vehicle to be used in rough and rugged cross country use fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle must be diesel driven TATA SAFARI 4x4 LX model, make of Tata motors.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

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

- 2.17.6 "SAFARI STORME" means contract carriage of a light passenger motor vehicle to be used in rough and rugged cross country use fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle must be diesel driven, Model: SAFARI, Version: 2.2 VX 4X 4 VARICOR 400, Make of Tata Motors.
- 2.17.7 "SAFARI DICOR 4x4" means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration permit and insurance document and driver. The Vehicle must be diesel driven A.C in operation TATA SAFARI DICOR (2.2 VX 4X4) model, make of Tata motors.
- 2.17.8 "Hard Top Jeep" means hard top contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle must be diesel driven. The type of vehicle under Hard Top Jeep shall be anyone of the Scorpio Std. / Qualis FSB3 / Travera B2 / Bolero XL / Xylo / Sumo Grande MKII.
- 2.17.9 "Hard Top Jeep" means hard top contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration, Taxi permit and insurance document and driver. The Vehicle must be diesel driven, Model: Xylo, Version: H4 BS IV, Make of Mahindra.
- 2.17.10 "Indica Car" means contract carriage of a light passenger motor vehicle fitted with all necessary fittings and accessories, along with valid registration TAXI permit and insurance document and driver. The Vehicle must be diesel driven Indica car, DLS - V2 model, make of Tata Motors.

3. **PERIOD OF CONTRACT:**

- 3.1 The contract will be valid initially for a period of **TWO YEARS (24-Months)** [Extendable for a further period of six months subject to confirmation by EIC] or as instructed by EIC from the date of expiry of above contract period as mentioned in the SOR, **commencing within one month from the date of LOI or from the date of deployment of vehicles, whichever is earlier.** The vehicles will be deployed in a phased manner as conveyed by Engineer -in Charge from time to time depending on the work requirement. Thus individual vehicle or a "category" of vehicles will have a contract period of the vehicle months from the date of deployment with the provision of time extension for further 6(Six) months at the sole discretion of Engineer -in Charge at the same rate, terms and condition. The rates will remain firm during the tenure of the said contract including the time extension.
- 3.2 **Vehicles are to be provided initially within 30 days, from the date of issue of order (LOI). The Order will be placed for intended number & type of vehicles. However the placement of the specific number and type of vehicles will be based on work requirement and Contractor has to place the vehicles within 30 days from date of intimation from Engineer in-Charge during contract duration.**
- 3.3 **In case, contractor fails to place the prescribed vehicle within 30 days from the date of intimation by Engineer-In-Charge, grace period of 15 more days shall be allowed for which penalty shall be imposed & as shown here in under:**

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

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

DELAY PERIOD

Beyond 31st till 45th day

PER DAY/PER VEHICLE

Rs.1000/- day / vehicle

- 3.4 If the vehicle is not placed even after 45th day from the date of intimation by EIC, then the contract may be cancelled without prejudice the Company's right to forfeit the Earnest Money Deposit/ Security Deposit and other rights available under the contract.
- 3.5 The contract normally stands terminated after the expiry of the period of the contract. However, the Company reserves its right to terminate the contract at any time by giving 30 days' notice in writing without assigning any reasons thereof. The contractor shall not be entitled for any compensation thereof.
4. **SCOPE OF WORK:**
The scope of work shall be as detailed in Annexure-VI.
5. **OPERATIONAL NORMS & CONDITIONS**
- 5.1 The Vehicles are required to report to sites/locations as per the direction of the Engineer-in Charge and may be required to stay overnight on temporary duties.
- 5.2 The contractor shall be required to deploy the Vehicles confirming to the specifications with all-requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment as per the M. V. Act/ Rules in force.
- 5.3 The contractor shall maintain the Vehicles in absolute good working condition. If any Vehicle develops defects while on duty, the contractor shall immediately replace it by a suitable substitute vehicle within a period of two hours or arrange satisfactory repairs. In case of failure of the contractor to repair the Vehicles or to provide the substitute vehicle, payment for the day(s) of absence will be deducted, to be calculated on pro rata basis. If the Company makes alternative arrangement, the contractor shall have to bear the difference of the cost incurred in the alternative arrangement made by the Company in addition to deduction of day(s) payment.
- 5.4 The Contactor has to provide the vehicle(s) with tank full of fuel and sufficient money with the driver to meet with any exigency for all the notified requirements tor long distance/ outstation duties. In case of failure of the vehicle en-route for want of fuel or otherwise and the accompanying Driver shows his inability and the Company's employee! Officer any other authorized person utilizing the vehicle has to incur expenditure for making good the vehicle either by refueling or any other act which is recorded in log book by the utilizing person, recovery of such expenses shall be double the amount spent by the utilizing person along with a day's hire charges calculated on pro-rata basis and these amounts shall be recovered from the Contractor's bill.
- 5.5 In case the hired vehicle(s) is totally damaged due to an accident, the Contractor will provide alternate vehicle(s) of similar/matching type within "seventy two [72] hours" from the occurrence of the accident. In case of non-compliance, penalty "@ RS.1, 000.00 per day after 72 hours for each no. of vehicle" will be imposed on the Contractor. Further, the Contractor will provide the vehicle(s) of similar specifications at his cost within "30 [thirty] days" from the date of accident, failing which a penal recovery of Rs. 1,000.00 per day per vehicle will be imposed for not providing similar specification vehicle(s).

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

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

5.6 Drivers of the Vehicles normally should not be changed during currency of contract. The Contractor shall ensure that the driver(s) provided on vehicles is/are well dressed, smart in turnout and is/are disciplined, courteous and behave properly with the Company's personnel. The Contractor shall withdraw such driver(s) from duties, who do not behave in a proper/disciplined manner or who resumes work under the influence of liquor etc. The Company's decision in this regard shall be final and binding on the contractor. In case of failure of the contractor to withdraw such driver(s) from duty, the Vehicle(s) shall not be accepted for duty and shall be considered as vehicle(s) not provided by the contractor and penalty as applicable shall be levied.

5.7 Contractor shall provide proper upholstery for the vehicle along with a pair of uniforms of 'light grey colour', or any other colour as approved by Engineer-In-Charge, stitched in standard uniform pattern & shoes to every driver provided with the vehicle(s). In case, the driver is not presenting himself for duty in proper uniform, penalty "@ Rs.200.00 per such occasion" will be imposed on Contractor. Decision of "EIC" will be final & binding on the Contractor in this regard.

The Contractor shall ensure that the vehicle(s) are kept clean – "two [02] sets of cotton seat-covers" should be available and upholstery of the vehicles duly washed / dry-cleaned and changed at least 'once in a month'.

5.8 In case of air conditioned vehicles, a penalty @ Rs.500.00 per day per vehicle shall be levied, if the AC is not working.

5.9 The Contractor shall have to make his own arrangements for the stay of his staff including night-halt, etc. at his own risk and cost and also for repairs and fueling, etc. of the hired vehicle(s) as per requirement. However, the Company shall pay "**night-halt charges as mentioned in clause no. 14** in case vehicle(s) are deputed for 'outstation duty' (i.e. for duties outside State of Gujarat) and required to stay overnight."

5.10 The contractor will be required to supply vehicles only conforming to the specifications of the tender as and when ordered to do so. During the currency of the contract, in exceptional circumstances, the Company may however, accept a suitable substitute vehicle other than those as specified in the tender, subject to imposing the penalty as specified in clause no.21 of SCC of the tender.

5.11 In case any vehicle(s) is withdrawn from duty by the contractor or if he fails to provide a substitute vehicle or provide a Vehicle which is not in acceptable condition, no payment shall be made to the contractor for those day(s) against the vehicle and imposing the penalty as specified in clause no.21 of SCC of the tender which shall be recovered from the bill(s) of the contractor without any notice.

For a day = $\frac{\text{Monthly Charges}}{30 \text{ days}}$

5.12 The driver/contractor shall not carry any unauthorized passenger in the Vehicles on duty hours. In case the same is detected, no payment shall be admissible for the day/days of such occurrence. In case Contractor /Driver ignores the instructions, the Vehicle shall not be accepted and penalty as



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

per clause no. 21 shall be imposed and in case of no improvement and corrective action, Engineer-in-Charge shall initiate action for de-hiring/cancellation of contract.

- 5.13 The Vehicle(s) on duty is/are subject to surprise checks by an authorized representative of the Company for carrying any unauthorized passenger or any conduct prejudicial to the Company's interest or image. Such checks will also be applicable to any alternate Vehicle provided by the Contractor. In case of any default / non-compliance of the terms and conditions of the Contract, stern action shall be 'taken against the Contractor including de-hire and cancellation of contract.
- 5.13.1. The Contractor shall display a mark **"ON BCPL DUTY" (In Hindi & English)** on all Vehicles at his cost for making the Vehicle conspicuously distinguishable from a distance. The Contractor shall not display the advertisement of his or other agency on the Vehicle(s) hired by the Company.
- 5.14 Before and after the duty hours and on holidays, the Vehicles deployed for duty shall not be used for any other purpose.
- 5.15 Speedometer, Kilometer Recorder and other instruments/ meter(s) must be maintained at a high standard of accuracy. Any defect noticed by Engineer.-in Charge or his authorized representatives shall be rectified forthwith by the Contractor. Until such rectification, the kilometer for such distance/places as verified and certified by the Officer/Staff traveling in the Vehicle shall be final and binding to the Contractor for the purpose of billing, etc.
- 5.16 The contractor shall have an office with telephone facility and one supervisor to coordinate the movement of Vehicles. The supervisor or the responsible representative of the contractor shall have to make regular visits to the Company as specified from time to time during currency of the contract. The Contractor should intimate his contact telephone numbers & permanent address for communication / correspondence in writing along with his offer for correspondence in regard of this contract. Any change in permanent address of the party shall be intimated at least 15 days before such change. The driver should also have mobile phone in working condition. A printed slip / card indicating the vehicle registration no., name of the driver and his mobile no. should be handed over to the commuter immediately while boarding the vehicle.
- 5.17 Regular Vehicle shall be given one day off in a month for maintenance to keep the vehicle in good running condition. However Contractor has to provide suitable substitute / replacement Vehicle during maintenance period. In case of failure, penalty would be made as per clause no. 20, 21 of SCC of the tender.
- 5.18 (i) **Contractor must own at least 30% of the awarded & deployed quantity of vehicles (rounded to next number). The deployed vehicles should necessarily be registered in the state for which tender has been floated.**
- (ii) **If vehicles are required to be hired from other sources by the Contractor, an undertaking on stamp paper of requisite value is required to be submitted from concerned Party indicating its willingness for deploying the vehicle through the Contractor, and under any circumstances, the said party will not make any claim whatsoever to the company.**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- 5.19 i) Contractor should produce necessary ESIC Code before commencement of work or coverage under Workmen Compensation Act who are not covered under ESI Act, the Contractor should take appropriate Workmen compensation Insurance Policy and submit a copy of the same to the Company.
- ii) Contractor should produce necessary EPF Code before commencement of Work.
- 5.20 Contractor is responsible to obtain Labour license, if applicable, under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 from the Office of Assistant Labour Commissioner (Central), Ministry of Labour, and Govt. of India for the respective States.
- 5.21 Contractor is liable to abide by all necessary licenses I permissions from the concerned authorities as provided under the various labour legislations.
- 5.22 Contractor shall discharge .obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Workman Compensation Act 1923; and, other relevant acts, rules and regulations notified from time to time.
- 5.23 Contractor shall also ensure to engage only those persons whose character / antecedents have been got verified by him. Contractor shall provide proper identification cards for his employees duly signed by him or his authorized representative to be deputed for work. Contractor should also obtain entry passes from CISF / the Company's Security agency through Engineer-in-charge for his employees, wherever required.
- 5.24 Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th day of the following month. Contractor shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per the Minimum Wages Act, 1948 and the Payment of Wages Act,1936.
- 5.25 While conforming to any of these conditions, Contractor should ensnare that no applicable Act or rules regarding labour, welfare etc, is violated. Contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any applicable Act, rules & regulations there under.
- 5.26 Persons proposed to be deployed by Contractor shall be medically examined and declared fit by qualified medical practitioner. Contractor should undertake and ensure that a personnel engaged by him is not suffering from communicable disease.
- 5.27 Vehicles shall not leave duty point for any purpose without the specific permission of the user.
- 5.28 If Vehicle driver has taken an amount from the user towards cost of diesel, consumables etc. double the amount shall be deducted from Contractor's bills without any notice.
- 5.29 Vehicle provided may have Mobile Radio System to be installed by the Company and Contractor shall have no objection to that. Driver of the vehicle shall be solely responsible for safety and

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL- GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

security of such system.

- 5.30 Duty hours and kilometer run of the hired vehicles shall be counted from the reporting time of the hired vehicle at the designated place in the town. No hire charges shall be paid to contractor for the kilometer run from its place of parking to the reporting place & vice versa. Vehicles will be required to report for duty at a particular nominated site/place. In case it is required to report at any other place directly, kilo meter run from the nominated site to the reporting site is payable and no other charges shall be paid.
- 5.31 Contractor's staff shall abide by the existing security and safety rules/regulations/ precautions as per instructions given from time to time. Contractor and his employees may also be required to pledge secrecy and non-divulgence of the nature of work of the Company.
- 5.32 The Company shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to Contractor's vehicles/property/drivers, other staff, etc. under any circumstances while the hired vehicle(s) is engaged on duty.
- 5.33 Contractor shall ensure that his drivers refrain from smoking while driving the Vehicle, be polite and well behaved and should not use any abusive language. Driver(s) also to ensure that no inflammable substances of any nature, form etc. should be carried by Vehicle at the installations, camp stations, stores, yards, etc. while on duty. Contractor's employees shall also ensure that they abide by usual and special rules regarding the safety and security measures while on duty with the Company as per directions of the representative(s) of the Company at the worksite.
- 5.34 Contractor(s)/driver(s) shall arrange to park the Vehicle(s) at a designated place at his risk & cost. However, the Contractor shall be liable to provide the hired vehicle(s) to the concerned user(s) within "one [01] hour" of intimation from the Company.
- 5.35 Contractor shall be solely responsible and indemnify the Company against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 5.36 Contractor will have to provide spare wheel(s) in good condition with the vehicle(s) to meet any eventual breakdown en-route requiring minor repairs developed during journey.
- 5.37 Contractor shall indemnify the Company against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 5.38 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.
- 5.39 Contractor is required to maintain registers, and records as required under different laws.
- 5.40 Contractor shall take care of the health and insurance of all their employees and workmen deputed



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

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

for this work.

- 5.41 Contractor will deploy adequate number of qualified & experienced personnel to discharge the contractual obligations effectively.
- 5.42 Vehicle preferably of white color shall be fitted with good quality music system, Reading Light, Perfumes, Fire extinguisher, Napkin, Umbrella and First-aid box. In case of non-provision of any item, a penal recovery of Rs.50/-per day per item will be made from the bill.
- 5.43 The driver should be conversant with local language preferably having knowledge of Hindi & English.
- 5.44 **With reference to clause no, 14.3 the rates quoted per vehicle per month shall include all charges for permits, taxes & all statutory payments except Parking charges, Night halt charges, entry tax/ Toll Tax. The charges for entry tax/ toll tax, parking charges and night halt charges shall be reimbursed on production of receipts of concerned authorities / duly certified challan.**

No night halt charges, entry/ road toll tax will be payable to the contractor if the vehicle movement is in Guwahati.

6.0 VEHICLE DOCUMENT:

Vehicles should be fit in all respects for operations in accordance with the Motor Vehicle Act, the rules and the laws as applicable from time to time. The Vehicle(s) must be equipped with valid documents i.e" Registration Book, Taxi Permit, Pollution Control Certificate, Insurance Certificate, Fitness Certificate(s), permits which include all permits for towing with taxes, fees levies paid up to date during the currency of the contacts. This shall include Annual permits/temporary road permits or parking fees etc., if any required during and for the duty with the Company, The responsibility of any lapse in this regard shall be that of the contractors/vehicle owners exclusively. The Company, its officers/employees shall in no way be responsible for any lapse/default of the vehicle owner/contractor, and, the company, its officers/employees shall be completely indemnified and kept harmless by the contractor against such default.

7.0 LABOUR LEGISLATION AND OTHER ENACTMENTS:

- 7.1 Contractor shall strictly follow and abide by the rules and regulations of the Motor Vehicles Act, Motor Vehicle Rules, Pollution Control Norms and other relevant Central/State legislation's and orders, rules and regulation of Central/State Government and other authorities. Contractor agrees to indemnify and hold the Company and its employee's harmless for/against any loss, expenditure and claims penalty etc., of whatsoever nature to the Company in this regard due to the non-fulfillment of the obligations and violation by the contractor.
- 7.2 Registration with Labour Commissioner: If necessary, Contractor shall be required to register' with Labour Authority of appropriate Government having jurisdiction as per "Contract Labour Rules 1971", or any other labour rules/ regulations/laws, applicable from time to time. This shall be required immediately after the acceptance of the Tender. Contractor shall comply with all the applicable Labour Laws.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL- GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

7.3 Contractor will be fully responsible for any and all disputes arising out of any Labour Act, Motor vehicles Act, Income Tax Act, Payment of Wages Act, Pollution Control Act, Mines Act, EPF Act, Industrial Disputes Act etc., and will settle the same at his own. It is the responsibility of Contractor' to pay the driver/ any employee as per labour law /Payment of Wages Act in force and in case of failure of any claims, Contractor is personally responsible.

7.4 Contractor must indemnify the Company, its employees against any liquidated damages incurred as the principal employer for any failure of Contractor to honor the various Central /State/Local self-body laws/enactment in this respect.

7.5 Contractor shall exclusively be liable for non-compliance of the provisions of any act, law, rule or regulation having bearing over engagement of workers, directly or indirectly for execution of the Contract.

Contractor shall undertake to indemnify the Company against all actions, suits, proceedings, claims, losses, damages, etc. which may arise under "Minimum Wages Act", "Personnel Injury", "Company Insurance Act", "E.S.I. Act", "Fatal, Accident Act", "Workmen Compensation Act", "Shops & Establishment Act", "Employees Provident Fund Act", "Family Pension & Deposit Linked Insurance Scheme" or any other act or statute not specifically mentioned herein but having any direct or indirect application for the persons engaged under this Contract.

Contractor agrees to and does hereby accept full & exclusive responsibility for compliance of all obligations imposed and further agrees to defend, indemnify and hold the Company harmless from any liability/penalty which may be imposed by the Central, State or local authority and also from all claims, suits or proceedings that may be brought out against the Company arising under, growing out of or by reason of the work provided for by this Contract irrespective of the fact that whether it is brought by employees of the Contractor, by third parties or any Central Government, State Government or Local authority under any act 01' rule framed there under. Contractor shall indemnify the Company against all losses or damages caused to it on account of acts of the personnel deployed by him.

7.6 Contractor will be required to observe and fulfill all the obligations under various enactments' applicable to the nature of job performed by him under the contract.

8. **TAXES & DUTIES:**

Contractor shall pay all the taxes corporate tax i.e. Income Tax, Sales Tax and any/or any other taxes levied by Central/State or any other authorities. However, the Company will deduct standard recovery towards the Income Tax from monthly payments. However service tax shall be paid extra at actual on presentation of receipt. In case Service Tax is applicable for the Tendered Work, Contractor shall claim the Service Tax indicating rate of abatement/ deduction allowed as per "Service Tax Act" from the 1st Invoice itself. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered, and shall contain the following:

(a) Name, Address & Registration No. Of such Person/Contractor



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

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

- (b) Name & Address of the Person/Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) Service Tax Amount

Payments to Service Provider for claiming Service Tax amount will be made provided the above formalities are fulfilled. In case of statutory variation in Service Tax during currency of the Contract, Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of Service Tax / statutory variation in Service Tax, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

9. **VEHICLE INSPECTION (PERIODIC AND RENEWAL INSPECTION) :**

- 9.1 Acceptance of a Vehicle in the service of the Company will be subject to the inspection of the vehicles documents and the documents of the driver by an authorized officer. Such inspection(s) will be carried out initially before the first acceptance of the vehicle and at an appropriate periodical or by surprise checks at the discretion of the Engineer-in Charge. The decision with regards to the acceptance or rejection of the vehicle/equipment, offered by Contractor(s) shall remain with the Company and its decision shall be final and binding.

Any certificate obtained or produced by Contractor stating the condition of the vehicles offered/placed at the service of the Company by any officer of Central or State Government Authority such as M.V.I. etc., as satisfactory shall not be binding on the Company. The Company has an absolute right to accept or reject the same.

10. **REQUIREMENT & ADDITIONAL PLACEMENT OF VEHICLES:**

- 10.1 During the currency of contract, the Company may increase *I* decrease the number of vehicles depending upon the requirement and the same shall be obligatory and binding on the contractor. The Company shall have right to take on hire Vehicles in phased manner also, depending on the requirement. In case of decrease in number of vehicles, a notice of 7 days shall be given for de-hiring. In case of increase of number of Vehicles, the contractor has to supply the vehicle within a 'period specified in Clause 3, above.

11.0 **LOG BOOK MAINTENANCE:**

- 11.1 In case of not getting the log book filled-in correctly and properly or if there is any objection, the bill(s) may be returned for getting the objection(s) rectified. The logbook must be got filled-in from user on day-to-day basis.
- 11.2 Separate logbook for each month will require to be maintained for each vehicle. These shall be duly filled-up in all the columns and signed by the officer of the Company with all details. All the bills will be verified on the basis of logbook of the vehicle. If the name and designation of the user/officer is not clearly identified, the payment for such journeys may not be admitted.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- 11.3 Responsibility of obtaining the daily KM runs properly entered in the logbook in all respects to tally the distance run and places visited shall be entirely of Contractor.
- 11.4 Opening KM reading and closing KM reading shall be taken from the notified reporting place but not from the contractor garage/residence. The opening KM reading in logbook shall be filled immediately on report to duty, In case there is some difference, the excess difference will not be paid and bill(s) will be corrected accordingly and passed for payment.

12. ACCIDENTS / DAMAGES / CLAIMS LIABILITIES

- 12.1 In the event of any accident or damages while the vehicle(s) is on the duty, the Company shall be completely free from any liability of any nature connected with the accident/damage(s), Contractor himself will be fully and exclusively responsible for any damage to vehicle(s) or any personal injury to driver or any other person in the employment of the contractor, occupants of the vehicle(s) or any person(s) or damage to any property or person. This includes any third party claims. However, if the damage or loss is incurred by the Company or its employees as a result of any accident or any other reason involving the failure of the vehicle(s)/driver, Contractor shall reimburse on demand and without any demur the compensation/ damages if any sustained by the Company on this account.
- 12.2 Contractor shall be solely responsible for any consequences under law, arising out of any accident caused by the vehicle(s)/equipment to the property or personnel of the Company, Contractor shall also be responsible for any claim/ compensation arising out of such damages or injuries sustained by any third party including loss of life, permanent injuries etc., by his/their vehicle(s), in addition to damages/disabilities/death etc, caused to the employees and property of the Company. Contractor shall reimburse on demand and without any demur the compensation/damages if any sustained by the Company on this account.
- 12.3 Contractor himself will be responsible for any damage to the vehicle(s) or any personal injury to driver or any other person in his employment while on duty of the Company.
- 12.4 The Company shall not be responsible for any claim/compensation that arises due to damages/injuries/pilferage to Contractor's vehicles/ property under any circumstances while the vehicle(s) is on duty of the Company.
- 12.5 It is the responsibility of Contractor' to inform the user of the vehicle as well as the Engineer -in Charge or his authorized representative occurrence of any accident as early as possible to avoid any disruption to the Company's operations, provide substitute vehicle and submit a detailed report to the Engineer-in Charge or his authorized representative within 24 hrs for the record of the Company.
- 12.6 Absence of vehicle due to any accident shall not entitle Contractor to any exemptions from the liabilities under the Contract. Arrangement of the alternative/substitute is the responsibility of the contractor.

13. INSURANCE:

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL- GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- 13.1 Hired vehicle(s) should be fully / comprehensively insured by Contractor, at his own cost covering all risks and liabilities including strike & riots.
- 13.2 All liabilities arising out of the accidents, disturbance to the vehicle(s) operations of the Company will rest upon the contractor.
- 13.3 Contractor shall be responsible to submit copies of insurance cover and other documentation in respect of vehicles deployed with the Company on the date of placement of vehicle, Contractor shall also be responsible for renewal of such insurance cover in time.
- 13.4 Contractor shall also ensure and provide insurance cover to its staff including driver and Cleaner, if so deployed with the vehicle.

14. **RATE:**

- 14.1 The Company shall pay for the services of the Vehicles at the rates mentioned in Schedule of rates enclosed.
- 14.2 **The rates, offered should include all expenses fuel, oil, lubricants, establishment; all expenses on drivers like salary, bonus, overtime, uniform, as per labour regulations i.e whatsoever is required for the specific performance of this contract excluding service tax. Such expenses shall include expenses on Regional Transport Authority and Government local and Municipal Authorities dues, comprehensive insurance, local services and any other expenses wherever or whatsoever necessary for the continuance/operation of such services, including permits, repair and maintenance including the provisioning of the breakdown/maintenance reserve taxi etc provided that the maintenance of reserve taxi should not be allowed beyond reasonable time i.e maximum 7 days unless otherwise approved by EIC & subject to applicable deductions under clause no.21 if not approved by EIC.**
- 14.3 **RATES FOR ADDITIONAL RUN & NIGHT HALTS:**

Rates for additional run beyond fixed Kms and out station night halt charges and overtime charges shall be FIRM for the vehicles on monthly/ regular basis and shall be paid extra as mentioned in SOR.

15. **ESCALATION/ DE-ESCALATION:**

- 15.1 Rates quoted are firm and will remain unchanged during currency of the contract. However, the Company will consider an increase/decrease in the Kilometer rates during the contractual period, in the event of increase/decrease in retail prices of fuel as per, the following formula: :

$$\frac{R \times I}{N}$$

Whereas R = Total K.M. run during the month

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

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

I= Increase/decrease Price of fuel per ltr. (Kg. for CNG)

N = Mileage of the vehicle (approx.)

N = 15

The Escalation as worked out above will be applicable only if increase in price of diesel is beyond + (Plus) or - (minus) 3% from the prevailing rate on the date of tender opening.

- 15.2 The above formula shall also be used for reduction in rate per km., in case the fuel price is reduced. Press Notification shall form the basis of prevailing fuel price. The escalation charges will be claimed in the subsequent month only from the date of rise of fuel price. However, this will not be applicable for increase of spare parts, lube oil etc.
- 15.3 No claim whatsoever will be considered for increasing the monthly charges of the vehicles during the period of agreement entered on the basis of this calculation.
- 15.4 Contractor shall submit the actual bills in Original issued by Diesel out lets and shall claim the escalation/ de-escalation along with his regular bills.
- 15.5 The Diesel rates prevailing at place of deployment as detailed in Scope of works will be taken as the basis for calculating escalation.

16. **BILLING AND PAYMENT:**

- 16.1 Contractor shall submit bills duly certified by designated officers of BCPL in respect of the service (vehicle wise) rendered by him in duplicate on monthly basis to the Company (not in piece meal), in the prescribed Performa duly verified and certified by the user. The bills shall show date wise services rendered as per the logbooks. Contractor is required to submit the bills within 15 days of the following month, duly filled in all respect to the Engineer-in-Charge or his authorized person. The bills complete in all respects will be processed and paid within 15 days from the date of receipt by the concerned F & A.
- 16.2 Contract is required to submit e-banking account number and other details as per format/details provided in tender document. All payments will be made through e-banking only.
- 16.3 No claims whatsoever will be considered for increasing the charges during the period of agreement/ extended period on basis of this tender.
- 16.4. Payment will be released for the correctly made bills normally within 15 working days from the date of submission of bills duly certified by EIC. The Company shall not pay any interest for any delayed processing of the bills.
- 16.5 No interest shall be payable on withheld amounts.
- 16.6 Recovery of Income Tax applicable as per Income Tax Act from the bills.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL- GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- 16.7 Service tax if applicable should be exclusive in quoted rate and-break-up of Service tax to be indicated in SOR.

PAYING AUTHORITY:

Finance and Accounts department – BCPL, Lepetkata is the paying authority.
Chief Manager (F&A)
M/s Brahmaputra Cracker and Polymer Limited.
Administrative Building.
PO. Lepetkata. PIN-786006
Dist. Dibrugarh (Assam)

17. SECURITYDEPOSIT / BANK GUARANTEE:

- 17.1 The contract performance security shall be for an amount equal to 7.5%(Initial SD to be deposited @2.5% and remaining 5% to be recovered from RA Bills) of Annualized contract value (excluding taxes & duties). **(FOR DETAILS REFER RESPECTIVE CLAUSE OF ITB)**
- 17.2 The Security deposit/bank guarantee shall liable to be forfeited/invoked in case of termination of the contract by the Company.
- 17.3 The Company reserves the right to recover from the security deposit / bank guarantees the balance amount. if any, which could not be recovered from the payments to the contractor under any of the clause of this contract.
- 17.4 Contractor shall be liable to pay further balance of recovery/ claim if any, which could not be recovered from the payments to the contractor and/or from the security deposit/bank guarantee.
- 17.5 The Company shall not pay any interest on the Earnest Money or Security Deposit or performance guarantee furnished by the contractor.
- 17.6 The Bank Guarantee towards performance guarantee for satisfactory performance of contract should be valid for 3 months beyond the original contract period and extended period as well. In the absence of such validity, payments of all dues to the contractor will be withheld. On production of performance guarantee, Earnest Money Deposit will be released.
- 17.7 The Security Deposit/ Bank Guarantee, subject to recoveries, if any, shall be refunded to Contractor after the successful completion of this contract.
- 17.8 In case Contractor fails to carry out the job, as per the terms and conditions of the contract, the security deposit / is liable to be forfeited and Bank Guarantee is to be / invoked, without prejudice to any other right, which the Company may have under this contract or otherwise.

18. TERMINATION:

The Company may without prejudice to its rights against Contractor in respect of any delay or

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL- GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

otherwise or any claims for damage, in respect of any breach of the terms of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise, by notice in writing terminate the contract with immediate effect in any of the following cases:

1. In the event of Contractor going into liquidation or winding up his business or making arrangement with his creditors.
2. It is found that contract has been procured by submitting incorrect or incomplete statements by the contractor or by marking any misrepresentation including submission of forged documents.
3. If in the opinion of the Company, the contractor has delayed or suspended the facilities in terms of tender conditions.
4. In the event of any breach of the terms and conditions of the contract by Contractor or if Contractor is found to be indulging in activity subversive to the Company's interest or activity prejudicial to the interests of the Company and for any other good or sufficient reasons.
5. Upon such termination of the contract the Security Deposit is liable to be forfeited and Bank guarantee to be invoked.
6. Notwithstanding anything contained above, the Company may, at its sole discretion, terminate this contract by giving the Contractor 30 day's written notice to the effect, without assigning any reasons whatsoever. **The contract shall be deemed to have expired on expiry of the original period of [24] months unless extended.**

19.0 **FORCE MAJEURE**

- 19.1 Where performance in whole or part by either party or any obligation under this Contract is prevented or delayed due to reasons beyond the control of such Party, such contract becomes unenforceable due to force majeure conditions and shall remain so till such time

the force majeure event continues: Such events are act of public enemy, civil commotion, sabotage, floods, explosions, epidemics, or acts of God, Party claiming protection of force majeure shall give notice to other Party in respect of such event within 'four [04] hours' of occurrence thereof and neither party shall by reason of such event be entitled to have claim for hire charges/compensation/damages against the other in respect of such non- performance and/or delay in performance during such period.

20.0 **PRICE REDUCTION SCHEDULE [PRS]**

- 20.1 In the event of failure or delay of the Contractor in placing the required hired vehicles at the disposal of the Company or vehicle is not in acceptable condition for any reason whatsoever, the Company shall have the option to exercise any of the following rights:
- (i) To make suitable alternative arrangement of the hired vehicle at the sole risk & cost of the Contractor, and recover such extra cost & expenses either from the amount due to Contractor or



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

from his 'Security Deposit', etc. Cost and expenses under this clause, however, shall not be limited to the outstanding amount or 'Security Deposit', etc. due to Contractor and Contractor will be liable to refund the entire cost to BCPL.

- (ii) Company shall have the right to recover from Contractor "**@1.5 times of the pro rata rate per day**" on monthly hire-charges of a particular vehicle. However, the Company reserves the right to terminate the Contract, in case vehicle(s) hired, remains absent from duty 'continuously for five [05] days' or 'ten [10] cumulative days' in a period of 'one [01] year' except for the permissible monthly one day off for maintenance."

20.2 Further, for any other violation of the provision of Contract, the Company reserves the right to impose penalty "**@Rs.500.00 per such incident**" per vehicle.

20.3 While submitting the Offer, Bidder must note the 'Recovery(s) in the Event of Failure(s) by Contractor', as detailed in clause 21 below.

Sl.No.	Clause No. [of "SCC"]	Particulars	Penalty
1	3.3	After the specified period of deployment of vehicle, as has been mentioned at Clause -3.3	Rs.1000.00 per Day/per vehicle.
2	5.3,5.4,5.11,5.12	Non fulfillment of conditions specified	Rs.1000.00 per Day/per vehicle.
3	5.5	Non-deployment of alternate vehicle of similar/matching type within seventy two [72] hours from the occurrence of accident. In case Contractor does not provide another vehicle of similar specifications within thirty [30] days from the date of accident, the Contract will be liable for cancellation/termination.	Rs.1000.00 per Day/per vehicle.
4	5.7	In case cotton seat-covers are not clean / available and/or upholstery of vehicle is not washed / dry-cleaned /changed at least 'once in a month'.	Rs.200.00 per incident / per day /per vehicle.
5	5.8	In case of air conditioned vehicles, if the AC is not working	Rs.500.00 per day per vehicle.
6	5.7	For each occasion of non-wearing of uniform, including shoes by the drivers.	Rs.200.00 per incident / per day /per vehicle.
7	5.18	Non-deployment of similar / matching type of vehicle when the deployed vehicle is taken away for routing-servicing / maintenance.	Rs.1000.00 per day / per vehicle
8		For violation of any provision of contract	Rs.500.00 per incident / per day /per vehicle.

20.4 It is expected that the Bidders have apprised themselves of the service conditions under which the vehicles have to be used for the Company.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL- GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

21. RECOVERY (S) IN THE EVENT OF FAILURE (S) BY THE CONTRACTOR(S)

Sl. No	Clause No. [of "SCC"]	Particulars	Penalty
1	3.3	After the specified period of deployment of vehicle, as has been mentioned at Clause -3.3	Rs.1000.00 per Day/per vehicle.
2	5.3,5.4,5.11,5.12	Non fulfillment of conditions specified	Rs.1000.00 per Day/per vehicle.
3	5.5	Non-deployment of alternate vehicle of similar/matching type within seventy two [72] hours from the occurrence of accident. In case Contractor does not provide another vehicle of similar specifications within thirty [30] days from the date of accident, the Contract will be liable for cancellation/termination.	Rs.1000.00 per Day/per vehicle.
4	5.7	In case cotton seat-covers are not clean / available and/or upholstery of vehicle is not washed / dry-cleaned /changed at least 'once in a month'.	Rs.200.00 per incident / per day /per vehicle.
5	5.8	In case of air conditioned vehicles, if the AC is not working	Rs.500.00 per day per vehicle.
6	5.7	For each occasion of non-wearing of uniform, including shoes by the drivers.	Rs.200.00 per incident / per day /per vehicle.
7	5.18	Non-deployment of similar / matching type of vehicle when the deployed vehicle is taken away for routing-servicing / maintenance.	Rs.1000.00 per day / per vehicle
8		For violation of any provision of contract	Rs.500.00 per incident / per day /per vehicle.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

(To be furnished In Rs.100 Non Judicial stamp paper)

Indemnity Cum Undertaking Bond

THE PRESENT INDEMNITY CUM UNDERTAKING BOND is executed on this the _____ day of _____ by _____ S/O _____ R/O _____ in the capacity as _____ of M/S _____ (hereinafter referred to as Obligor which expression shall mean and include all its successors and legal representatives) **in favour of Brahmaputra Cracker and Polymer Limited** having its office at _____ (hereinafter referred to as Obligee, which expression shall mean and include all its successors and legal representatives).

Where As The Obligor is dealing with supply of vehicles to various clients at various locations.

And the Obligee has awarded a contract to _____ for deployment of Vehicles at its various sites / locations vide LOA no _____ dated _____.

Where As per provisions of clause no.5.19 of the Special Conditions of Contract being part of above mentioned LOA/WO.

Obligors hereby convey its unconditional consent to deploy requisite number of vehicles on behalf of M/s. _____ in line with LOA/WO No. _____ dated _____ at various sites / locations of the Obligee.

Where As Obligor further undertakes that it will not raise any claim of whatsoever nature against Obligee pursuant to the deployment of vehicles as mentioned above.

Where As Obligor hereby assure to hold Obligee harmless and undertake to indemnify the Obligee from and against all losses, costs, penalties in any form, or damages which obligee may sustain or incur or which may be claimed by any authority any time in future pursuant to the deployment of the vehicles on behalf of _____ in line with LOA/WO No. _____ dated _____ at various sites / locations of the Obligee.

This Indemnity cum Undertaking is executed with free consent and shall be binding upon Obligor.

Yours faithfully,

(Signature of Obligor)
With Stamp

Endorsement by organization whom WO/LOA is issued by obligee.

(Signature)
With stamp

.....

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

SECTION-VI SCOPE OF WORK

Brahmaputra Cracker & Polymer Limited is executing the Assam Gas Cracker Project at Lepetkata, Assam. The project coordination office is located at Guwahati which looks after all the project execution/co ordination activities of the project.

BCPL Guwahati Office intends to take one no Maruti Suzuki Dzire AC (MINIMUM 05 SEATER WITH DRIVER) on hire basis

The vehicles will be required for transportation of BCPL's and it's authorized personnel. The contractor has to provide the vehicles on monthly hire basis as per following details for a period of 24 months. The vehicles shall be deployed for 12 hours duty on daily basis the monthly rent shall include free running of 2,500 Km per month. The vehicle shall be deployed in Guwahati and other areas connected with BCPL activities in the state of Assam and North Eastern states and shall be commercial registered for regular plan in Assam and shall necessarily have road permit to operate in these areas.

The Scope of Work includes but not limited to the following:

- 1 The contractor has to provide following vehicle on monthly hire basis as per following for a period of specified in bid document as per the deployment schedule given separately.

Sl. No.	Details of Vehicles	Requirement
1	Vehicle: Maruti Suzuki Dzire AC , 5 SEATER (MINIMUM) MODEL : VDI, Ex-showroom, (i) Type of vehicles (ii) Fuel (iii) Drive (iv) Seating capacity (v) Fixed Run per Month in Kms (vi) Duty Hours per Day in Hours (vii) Year of Manufacture	AC Diesel 2 WD Min 5 Seater 2500 12 2016

Note:

- (i) Vehicle(s) to be provide with factory fitted devices such as A/C, Four Drive and all other major components.
- ii) Vehicle(s), which is for regular and continuous use, being hired for period two years or more must be Ex-Showroom 2016 Model.

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL- GUWAHATI OFFICE.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

- (iii) Total run of a vehicle during the contract period or its extended period period is not to exceed 1.5 Lakh Kms. In case a vehicle has run 1.5Lakh Km, such vehicle has to be discontinued and replaced by similar or better specifications vehicle till the end of the contract period or extended period.

2. The award of Contract(s) to the successful Bidder(s) will not entitle him the exclusive right to supply the entire requirement of hired vehicles. BCPL reserves the right to use its own vehicle(s) and equipment at its own convenience and discretion for the works during the currency of the Contract and also reserves the right to conclude parallel Contract(s) at the same time, including the splitting of the present work amongst the responsive Bidder(s), as BCPL's decision which cannot be challenged by the Bidder(s).

3. Vehicle(s) deployed should be duly registered with R.T.O. under valid Permit(s), all taxes paid, comprehensively insured covering the risk of all passengers traveling in the vehicles. Vehicle should have valid permits(s), required tools, spare wheels, portable fire extinguisher and spares for repairs to be carried out en-route.

4. Contractor should have valid "Permanent EPF Account" under RPFC and "ESIC" in its name. Wherever, "ESIC" is not applicable, same shall be governed by "Workmanship Compensation act". Documentary proof(s) of "Permanent EPF Account" and "ESIC" / "The Workmen Compensation Act" [prior to commencement of work, in case of award]", must be submitted.

5. The Contractor shall ensure that the vehicle(s) are kept clean – "two [02] sets of cotton seat-covers" should be available and upholstery of the vehicles duly washed / dry-cleaned and changed at least 'once in a month'.

6. The Contractor shall ensure that the drivers of the vehicles are given "one [01] day's off in a week" and provide alternative driver for that day.

7. The LMV is required for all days (including holidays and Sundays) in a month.

8. The LMV shall be required to stay beyond duty place in a month due to operational exigencies.

9. The contractor shall provide following items other than the tools and kits in each vehicle during the period of contract.

- 3-cell Torch along with cell.
- An umbrella.
- Road map of Assam State.
- First Aid Kit and its refills.

Failure to provide above items will attract penalty as per clause 20, 21 of SCC.

10. The vehicle to be parked at a designated place communicated by EIC and report at the designated place for pick-up of employees while on duty. However, the parking and place of reporting may be changed as instructed by EIC from time to time.

11. The vehicles deployed must have necessary taxi permit for movement in states/ area of operation as specified States/area of operation as specified above. IN case, duties may require movement of vehicle outside from specified states/area of operation , the contractor has to provide necessary 'Permits' for which BCPL shall reimburse the amount paid to the appropriate authorities on this account against submission of documentary proof.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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SECTION-VII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).

2.0 REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS

- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9 All equipments should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.



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- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by BCPL.

3.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 – 1984	Industrial Safety Helmets
IS: 47701 – 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 – 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses

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SECTION – VIII

SCHEDULE OF RATES [SOR]

(ATTACHED SEPERATELY)

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CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE".

TENDER NO.: BCPL/C&P/GU16W210BB/00281

BID SUBMISSION DUE DATE & TIME : 10.02.2017 at 14:30Hrs

TO

**CONTRACTS & PROCUREMENT
DEPT.**

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

FROM,



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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.
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CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

SUB: "HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE".

TENDER NO.: BCPL/C&P/GU16W210BB/00281

**BID SUBMISSION DUE DATE & TIME : 10.02.2017 at 14:30Hrs.
TO**

CONTRACTS & PROCUREMENT DEPT.

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

FROM,



TO BE PASTED ON THE OUTER ENVELOPE

CONTAINING

"Price Bid – PART - II"

.....

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.



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(भारत सरकार का उपक्रम)
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CUT-OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

SUB: “HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE”.

TENDER NO.: BCPL/C&P/GU16W210BB/00281

BID SUBMISSION DUE DATE & TIME : 10.02.2017 at 14:30 Hrs.

TO

**CONTRACTS & PROCUREMENT
DEPT.**

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

FROM,



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

TENDER NO: BCPL/C&P/GU16W210BB/00281 FOR HIRING OF CONTRACT SERVICES FOR 01 NO. OF BRAND NEW MARUTI SWIFT DZIRE DIESEL (A/C) [5 SEATER (WITH DRIVER)] ON 12 HRS DUTY BASIS FOR A PERIOD OF TWO YEARS AND EXTENDABLE FOR FURTHER PERIOD OF SIX MONTHS FOR BCPL-GUWAHATI OFFICE.