



ब्रह्मपुत्रक्रैकरऔरपालीमेरलिमिटेड
(भारतसरकारकाउपक्रम)
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/CO16W156AD/90000177

Date: 29.10.2016

TENDER DOCUMENT

FOR

**“HIRING OF MANPOWER CONTRACT FOR QUALITY
CONTROL LABORATORY AT BCPL-LEPETKATA AND
LAKWA”**

Tender Submission Date & Time	:	29.11.2016 at 14:30 Hrs
Tender Opening Date & Time	:	29.11.2016 at 15:00 Hrs
Tender Fee		• INR 1500/- for Indian Bidders • USD 200 or INR 1500 for foreign bidders
EMD Amount	:	• INR 4,00,000/- for Indian Bidders • USD 5902 OR INR 4,00,000/-for Foreign Bidders

TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR“HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.”



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

NOTICE INVITING TENDER

(TENDER NO.: BCPL/C&P/CO16W156AD/90000177 dated 29.10.2016)

BCPL INVITES SEALED BIDS FOR “HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL, LEPETKATA AND LAKWA” AS DETAILED BELOW:

Cost of Tender Document: **INR 1500/-** for Indian Bidders
USD 200 or INR 1500 for foreign bidders
Sale Period of Bid Document: **From 29.10.2016 to 28.11.2016.**
Pre-Bid Meeting: **09.11.2016, 11.00 AM**
Bid due date for submission: **On 29.11.2016 up-to 14.30 hrs.**

For details, visit BCPL (www.bcplonline.co.in) or GAIL (www.gailtenders.in) website & CPP Portal. Any revision, clarification, Addendum, corrigendum, time/due date extension etc.(if any), to this tender would appear on above websites only & will not publish on any other Media/Press. Bidders are requested to visit above websites regularly to keep themselves updated.

Corporate Identification No.: U11101AS2007GOI008290



IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



ब्रह्मपुत्रक्रैकरऔरपालीमेरलिमिटेड

(भारतसरकारकाउपक्रम)

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

TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR “HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA”

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) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy”. (ii) There is no exemption in submission of SD (Security Deposit).
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
7	Whether Late bid can be considered?	No
8	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
9	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
10	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
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

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



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SECTION - I

INVITATION FOR BIDS [IFB]



SECTION - I
INVITATION FOR BID [IFB]

To,
PROSPECTIVE BIDDERS

Dt. 29.10.2016

SUB: “HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.”

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

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	:	The contract shall be valid for a period of (01) ONE YEAR and Extendable up to (06) SIX MONTHS.
II	Tender Fee		• INR 1500/- for Indian Bidders • USD 200 or INR 1500 for foreign bidders
III	Earnest Money Deposit (EMD)	:	• INR 4,00,000/- for Indian Bidders • USD 5902 OR INR 4,00,000/-for Foreign Bidders
IV	BID DUE DATE & TIME	:	29.11.2016 up-to 1430 Hrs
V	OPENING OF UNPRICED BID	:	29.11.2016 at 1500 Hrs.
VI	VALIDITY OF OFFER UPTO	:	4 (120 Days) Months from Bid Opening date.
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	:	Open International Competitive Manual Bidding (Under Two Bid System Basis) through Press Advertisement. Tender shall be uploaded at GAIL's/BCPL's website and CPPP website, along with intimation to the prospective bidders and NIT clipping to consulates/embassies/Trade representatives of the countries of prospective suppliers. 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		09.11.2016 at 11.00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin

TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR “HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.”



Code:786006, Phone no. 0373 2914636.

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along-with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://www.eprocure.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled **on 09.11.2016 at 11.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Dy. Manager (C&P) Phone No. 0373-2914636; Email ID: ajdutta@bcplindia.co.in

TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR "HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA."



This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Arun Jyoti Dutta]
Dy. Manager [C&P]
Ph: +91-0373-2914636
E-mail: ajdutta@bcplindia.co.in



SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



SECTION-II

Serial Number 1 and 2 is not available in this section.

3. BID EVALUATION CRITERIA [BEC]

3.0 BID EVALUATION CRITERIA (BEC):

3.1 Technical BEC :(as a single bidder)

3.1.1 The bidder must have executed at least one work order/contract for minimum value of **Rs.1.01 Crore(For Indian Bidder) and USD 150297 (For Foreign Bidder)**for any of the following:

(i) “Set up and commissioning of a Quality Control Laboratory”

And /or

(ii) “Providing manpower/analytical services in a Quality Control Laboratory for commissioning or normal operation of the process plants”

The above job should be carried out in the field of Water / Hydrocarbon / Polymers/Chemical/Petrochemical labs of any of Petrochemical / Fertilizers / Gas or Naphtha based Power Plants / Nuclear Power Plants/Petroleum Refineries / Gas processing plants which is a Govt. /Semi Govt./PSU/MNC/Public Ltd Co./Pvt Ltd. Company in preceding 7 years to be reckoned from the date of opening of unpriced-bids.

NB: Executed means fully executed and completed.

3.1.2 The bidder should have a running NABL accredited testing laboratory in the field of Petrochemical / Chemical / Polymer / Hydrocarbon Testing. The laboratory must have the minimum equipments which should be available/installed in the Laboratory.

(Minimum Equipment are: Gas Chromatograph (GC), GC-MS, ICP, Melt Flow Tester, UV Visible Spectrophotometer, Viscosity System, HPLC).

3.1.3 In case, the bidder is executing a rate / maintenance contract which is still running for the “**services defined at 3.1.1 above**” and the Contract value executed till one day prior to the due date of bid submission, is equal or more than the minimum **requisite value of Rs. 1.01 Crore(For Indian Bidder) and USD 150297 (For Foreign Bidder)**, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate to this effect issued by the end user/owner/ authorized consultant.

Note: If a bidder furnishes foreign Work Order for compliance of BEC, work order value will be converted to Indian Rupees at the Bills selling exchange rate declared by State Bank of India one day prior to the Un-Priced Bid Opening Date for the purpose of evaluation of work order value.

3.2 BEC- Financial: (as a single bidder)

3.2.1 **TURN OVER:** The **annual turnover** of the bidder must have **minimum value of Rs. 1.01 Crore (For Indian Bidder) and USD 150297 (For Foreign Bidder)** in any of the three (03)



previous financial years ending on 31st March '2016. i.e. **FY: 2015-2016, 2014-2015 & 2013-2014.**

3.2.2 NET WORTH: Net Worth of the bidder should be **positive** as per the **last audited financial statement** i.e. **FY: 2015-2016.**

3.2.3 WORKING CAPITAL: The bidder should have **minimum working capital of value Rs.20 Lacs (For Indian Bidder) and USD 29761 (For Foreign Bidder) as per the last audited financial statement for the year** i.e. the financial year **2015-2016.**

Note:

i) If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank as per **Format, F-15** of tender document, having net worth not less than **Rs. 100 Crores or US \$ 22 Million**, confirming the availability of the line of credit at least for the working capital requirement as stated above.

3.3 Documents/Documentary Evidence required to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at **sl. no. 3.1 & 3.2:**

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	3.1	Technical Experience Criteria – Document [All documents to be submitted must be Certified/attested with legible stamp as mentioned at Sl. No. 4 below]	
1.	3.1.1	Experience to comply 3.1.1	Bidder must submit legible copy(ies) of : (i) Copies of Work Order /Service order with SOR(Schedule of Rates) etc issued by client/end user indicating scope of work, date of award of contract, value of contract etc. (ii) Following Documents indicating completion of the job/service of above mentioned work order/Service order : Completion Certificate/Contract closure report(issued by Owner/their consultant who has been duly authorized by them to issue such certificate) in respect of work/service order mentioned above should clearly contain the work/service order reference no., executed value, actual date of completion etc. Also, the completion certificate/Client Certificate to clearly indicate Full name and designation of Client officer issuing the certificate.
2.	3.1.2	Experience to comply 3.1.2	Bidder must submit legible copy(ies) of : (i) Scope of NABL accreditation with NABL certificate. The certificate must be valid as on Bid Opening Date. (ii) Proof of having all equipments in the laboratory



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			as mentioned for which bidder must submit copy of Purchase Order/Bill of Entry with Installation Certificate from supplier or authorized service provider of manufacturer.
3	3.1.3	Experience to comply 3.1.3	Bidder must submit legible copy(ies) of : 1. One Single Order/Contract along with SOR (Schedule of Rates) etc. 2. Copy of Satisfactory Work/ Service Execution Certificate of above mentioned order/contract issued by end-user/owner (or their consultant who has been duly authorized by them to issue such certificate). The Execution Certificate must contain the detailed information like Order No./Contract No. with date, Brief Scope, Order value, Total executed value, etc. Also, the Satisfactory Work/ Service Execution Certificate to clearly indicate Full name and designation of Client officer issuing the certificate
4		Authentication of Document for BEC Clause Number 3.1.1,3.1.2 and 3.1.3	All documents in support of Technical Criteria of Bid Evaluation Criteria (BEC) to be furnished by the bidders shall necessarily be: (i) For Indian bidder: duly certified/ attested by Chartered Engineer and notary public with legible stamp. (ii) For Foreign bidder: duly certified/ attested by Chartered Engineer/ Licensed Professional Engineer/EurEta Registered Engineer/ EurIng or Equivalent Registered Engineer of bidder's country with legible stamp. Further, supporting document pertaining to technical BEC should also be certified true copies, duly signed, dated and stamped by an official, authorized for this purpose in Indian Embassy/ High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to technical BEC Apostille affixed by Competent Authorities designated by the government of bidder's country shall also be acceptable.
	3.2	Financial Experience Criteria- Document [All audited financial statements/documents (balance sheet and profit & loss account statement under 3.2.1,3.2.2 &3.2.3 of above BEC) to be submitted must be duly Certified/attested with legible stamp as mentioned below at SL .	



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
		<u>No. 9 below</u>	
5	3.2.1	Annual Turn-over	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement of any of the three (3) preceding Financial Year(s), i.e. FY: 2015-2016, 2014-2015 & 2013-2014
6	3.2.2	Net worth	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement of last audited Financial Year, i.e. FY: 2015-16.
7	3.2.3	Working capital	Bidder(s) shall submit copy of audited Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2015-16. <i>In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format, F-15 of tender document) from the Bidder's bank having net worth not less than Rs. 100 Crore or US \$ 22 Million, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement.</i>
8		Format, applicable for 3.2.1, 3.2.2 and 3.2.3	F-16 "Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 (of tender document).
9		Authentication of Document for 3.2.1, 3.2.2 and 3.2.3	For authentication of document submitted in support of Financial Criteria of Bid Evaluation criteria (BEC) following to be complied : (i) Indian bidder: shall submit "Details of financial capability of bidder" in the prescribed Format, F-16 duly signed and stamped by a Chartered Accountant . Further, copy of audited annual financial statements (audited Balance sheet and Profit & Loss account statement) submitted in bid shall be duly certified/ attested by Notary Public with legible stamp. (b) Foreign bidder: shall submit "Details of financial capability of bidder" in the prescribed Format, F-16 duly signed and stamped by a Chartered Accountant . Further, copy of audited annual financial statements (audited Balance sheet and Profit & Loss account statement) submitted in bid shall be certified true copies, duly signed, dated and stamped by an



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			official, authorized for this purpose in Indian Embassy/ High Commission in bidder's country. However, member countries of Hague Convention 1961, supporting document pertaining to financial BEC Apostille affixed by Competent Authorities designated by the Government of bidder's country is also acceptable.

Note to above Bidder's Eligibility Criteria (point no. 3.0):

- (a) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary /Fellow Subsidiary /Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- (b) Bids of Joint Venture/Consortium are not acceptable.
- (c) Original work/service orders and Client certificate should be available with the bidder for verification of the same, if so desired by BCPL.

4.0 Methodology for evaluation of Bids:

- 4.1 **EVALUATION:** - - Bid of techno-commercially acceptable bidder will be evaluated on overall L1 basis and will be considered for award without Service Tax.

In case of foreign bid, prices will be converted to Indian Rupees at the Bills selling exchange rate declared by State Bank of India one day prior to the Priced Bid Opening Date for the purpose of evaluation of prices.

Tie-Breaker in case of same rate:

In case more than one bidder is tied up at one position based on evaluated price, then lowest cost bidder shall be shortlisted using following tie breaker criteria in the order of sequence (i.e. criteria no. 2 will be applied only in case there is still a tie after criteria no.1):

Criteria No. 1 - The bidders who have got the higher turnover in Financial Year 2015-16.

Criteria No. 2- The bidders who have got the higher working capital (without taking into consideration of letter of credit submitted from bank) in Financial Year 2015-16.

- 4.2 The said job/service is non-split table and hence job is to be awarded to MSE vendor in accordance with as per Clause number 40 of ITB Public Procurement Policy with relevant modification as under:



“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% , will be awarded for full/ complete supply of total tendered value subject to matching of L1 price.”

MSE provision is applicable only for Domestic bidder.

- 5.0 The following provision is kept in SCC for release of payment in case the contract is awarded to Foreign Bidder:

Currency once quoted will not be allowed to be changed. Bidder shall not be compensated for any exchange rate fluctuation during execution of contract. Accordingly, payment shall be made on the basis of conversion of foreign currency into Indian Rupees as per exchange rate considered on one day prior to priced-bid opening date.

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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

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SECTION-III

INSTRUCTION TO BIDDERS [ITB] (TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS)



SECTION-III INSTRUCTION TO BIDDERS

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[F] AWARD OF CONTRACT:

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
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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
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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
51. Check Measurement

[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



SECTION-III

INSTRUCTIONS TO BIDDERS [ITB]



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/Ministry of Chemical & Fertilizer.

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

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

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on 'Holiday' by GAIL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.



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

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

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

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

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

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

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

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

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

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

- 4 **ONE BID PER BIDDER**

- 4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

- 4.2 Alternative Bids shall not be considered.



5 COST OF BIDDING & TENDER FEE

5.1 COST OF BIDDING

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

5.2 TENDER FEE- As mentioned in IFB

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 BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
- Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]



- Section-VI : Scope of Work[SOW] and Technical Specification [TS]
- Section-VII : Schedule of Rates

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

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

8 CLARIFICATION OF BIDDING DOCUMENTS

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

9 AMENDMENT OF BIDDING DOCUMENTS

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



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

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

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

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

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



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

11.1.2 ENVELOPE-II: Price Bid

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

12 SCHEDULE OF RATES / BID PRICES

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



- 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 TAXES, DUTIES & LEVIES:**
- 13.1 In case of Foreign Bidder, the bidder shall be responsible for full and exclusive liability at his own cost for the payment of any and all taxes, duties and levies etc. as are payable to any Government, Local or Statutory Authority in any Country other than India as are now in force or as hereafter imposed, increased or modified and as are payable by bidder, for the performance and work under this contract. The bidder shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid from CIF Port/C&F Port/Airport of Entry and FOB-Port/Airport of Export/Sea Port of Export in vendor's country and the contract shall not be varied in any way on this account. However, Taxes, Duties and Levies in India (except TDS & Service Tax) shall be borne by BCPL.
- 13.2 In case of Indian/Domestic Bidder, the bidder shall be responsible for full and exclusive liability at his own cost for the payment of any and all taxes, duties, octroi/levies, etc. (except Service Tax) now in force or hereafter imposed, increased, modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance & old age pensions or annuities now or hereafter imposed by any Country including India [any Local, Central or State



Government Authorities] with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor & the Contractor shall be responsible for the compliance of all sub-Contractors, with all applicable Central, State, Municipal and local law & regulation and requirement of any Central, State or local Government Agency or Authority.

Contractor further agrees to defend, indemnify & hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the work provided for by this Contract, by Third Parties, or by Central or State Government authority or any administrative sub-division thereof.

Tax deductions will be made as per rules & regulations in force in accordance with Acts prevailing from time to time. The bidder shall be deemed to have been fully informed with respect to all such liabilities as stipulated above and considered the same in his bid and the contract shall not be varied in any way on this account.

13.3 Service Tax:

Quoted prices should be inclusive of all taxes and duties, except Service Tax and Swachh Bharat cess (non cenvatable) and Krishi Kalyan Cess (non cenvatable). In other words, the amount of service tax shall not be included by the bidders in their quoted price. Pursuant to above Clause, in case of 'Domestic Bidder', Quoted prices should be inclusive of all taxes & duties and exclusive of Service Tax. For Domestic Bidder, the responsibility of payment of Service Tax shall be of the bidder and same shall be reimbursed by BCPL. Service Tax shall be quoted by the bidder as per Govt. rules. In case of any bidder is exempted from service tax on the ground of less turnover under service tax law [the bidder is required to mention and specify clearly in the form of "Undertaking with any supporting legal documentary evidence" for exemption of service tax with technical part of the bid], their bid will be evaluated without service tax and in case the service tax become applicable after bid due date or within the contract period, if awarded, due to variation in bidder's turnover, the present prevailing applicable service tax (i.e. 15%) shall be deemed to be inclusive in the quoted amount and shall not be paid extra. However, in case the service tax rate increases by statutory authority/Govt. during the currency of contract/contract period, the difference of the rates (i.e. Revised increased rate – Prevailing rate on bid due date) will be paid extra on submission of Cenvatable Invoice subject to submission of documentary evidence/notification/rules of statutory authority towards change of service tax. The bidder shall indicate in its bid the Service Tax Registration Number with a copy of Service Registration Certificate and in case the Service Tax registration number is not available, the bidder will give confirmation/undertaking for obtaining registration with a copy of application for registration duly acknowledged by the statutory authority. The valid registration copy must be submitted prior to submission/raising of first bill/invoice in case of award.



For claiming Service Tax, bidder has to submit Cenvat Invoice.

The vendor shall also furnish copy of Service Tax Registration Certificate along with the offer, wherever service tax is applicable.

Alternatively, bidder shall furnish the same within 01 (one) month from the date of issue of 'Letter of Acceptance (LOA)' or along with first Invoice.

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.
- (e) The Invoice raised should bear proper Serial No.

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.

For Foreign Bidder, in case, the bidder is having establishment in India, the responsibility of payment of Service Tax shall be of the bidder and same shall be reimbursed by BCPL. However, in case Foreign Bidder is not having any establishment in India, the Service Tax shall be paid by BCPL, provided a certificate to the effect of not having any permanent establishment in India is submitted by the Bidder.

Payment to service provider for claiming Service Tax amount will be made, provided above formalities are fulfilled.

In case of statutory variation in Service Tax during the 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.

Further, claim for payment of Service Tax / statutory variation in Service Tax, should be raised within 02 (two) 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.



13.4 Statutory Variations:

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 Punitive Action for Non-Deposition of Service Tax:

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.

13.6 Bidders are advised to ensure timely submission of correct invoice(s) with all required supporting documents(s) within a period specified in Contracts/LOA to enable BCPL to avail CENVAT credit.

If CENVAT credit with respect to excise duty or 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 excise duty or service tax charged in the invoice(s) and shall be entitled to /deduct/setoff /recover the such service tax or excise duty together with all penalties and interest if any, against any amounts paid or payable by BCPL to bidder.

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.



13.7 Tax Deducted at Source [TDS] AND Withholding Tax:

- 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).

Withholding Tax:

TDS [Tax Deducted at Source for Indian Bidders] or Withholding Tax (for Foreign Bidders), if applicable, shall be deducted at the time of actual payment, as per prevailing rate & on the basis of a certificate to this effect from a chartered accountant in Form 15CB under the Income Tax Rule of India.

TDS or Withholding Tax shall be deducted on works value as applicable from time to time under the Income Tax Law of India.

Presently, the Withholding Tax rate on works (Technical Services as define in Income Tax of India and DTAA with respective country) for Foreign Bidder is 10% (plus surcharge and education cess), provided the bidder is having Indian Permanent Account No. (PAN). If the Foreign Bidder who does not have Indian PAN, then the TDS rate would be 20% (plus surcharge and education cess).

In case the works/job is not falling under the category of “Technical Services”, then TDS shall be applicable @ 40% + Surcharge and Education Cess. In case the works/job is provided from Permanent Establishment in India, the Withholding Tax rate shall be @40% (plus surcharge and education cess). TDS Certificate for the same shall be issued by BCPL.

The Bidder should provide the latest declaration of Permanent Establishment in India at time of service invoice, PAN No.in India, Tax Residence Certificate from respective country of Government for the purpose of Form 15CB from tax consultant.

The above rates are indicative and subject to prevailing rate and provisions of tax law at the time of actual payment.



(TO PROVIDE THE FOLLOWING DECLARATION ON LETTER HEAD OF BIDDER)

DATE

Brahmaputra Cracker and Polymer Limited,
Lepetkata, Dibrugarh-786006
Assam, India

Sub.: Declaration of Permanent Establishment and Tax Residence Status

This is to confirm that M/s. does not have any permanent establishment in India for the financial year 2015-16 in accordance with the provision of Article 5 of DTAA between Govt. of India and Govt. of Bidder's country.

M/s. is a tax resident ofand is subject to income tax in the country and its Income tax no. is(copy attached).

Further, M/s....., “does not have” / “possess” Permanent Account Number (PAN No.) in India is (copy attached).

Yours faithfully

(SHOULD BE SIGNED BY OFFICIAL AT HIGHER MANAGEMENT LEVEL OR DIRECTOR OF THE COMPANY)



[EXTRACT AS PUBLISHED IN THE GAZETTE OF INDIA EXTRA ORDINARY,
PART-II, SECTION 3, SUB SECTION (II) OF CBDT]

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF REVENUE
[CENTRAL BOARD OF DIRECT TAXES]
Notification
New Delhi, the 17th day of September, 2012
INCOME TAX

S.O. 2188 (E) – In exercise of the powers conferred by Section 90 and 90A read with section 295 of the Income-tax Act, 1961 (43 of 1961), the Central board of Direct Taxes hereby makes the following rules further to amend the Income-tax Rules 1962, namely :-

1.
 - (1) These rules may be called the Income-tax (12th Amendment) Rules, 2012
 - (2) They shall come into force on the 1st day of April 2013.
2. In the Income-tax rules, 1962 (hereafter referred to as the principal rules) –
 - (a) After rule 21 AA, the following rule shall be inserted, namely-

“Certificate for claiming relief under an agreement referred to in section 90 and 90A.21AB (1) The certificate referred to in sub-section (4) of section 90 and sub-section (4) of section 90A to be obtained by an assessee, not being a resident in India, from the Government of the country or the specified territory shall contain the following particulars, namely :-

 - (i) Name of the assessee;
 - (ii) Status (individual, company, firm etc.) of the assessee;
 - (iii) Nationality (in case of individual) ;
 - (iv) Country or specified territory of incorporation or registration (in case of others);
 - (v) Assessee’s tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
 - (vi) Residential status for the purposes of tax;
 - (vii) Period for which the certificate is applicable; and
 - (viii) Address of the applicant for the period for which the certificate is applicable;
 - (2) The certificate referred to in sub-rule (1) shall be duly verified by the Government of the country or the specified territory of which the assessee referred to in sub rule (1), Claims to be a resident for the purposes of tax.
 - (3) An assessee, being a resident in India, shall, for obtaining a certificate of residence for the purposes of an agreement referred to in section 90 and section 90A, make a application in Form No. 10FA to the Assessing Officer.



- (4) The Assessing Officer of receipt of an application referred to in sub-rule (3) and being satisfied in this behalf, shall issue a certificate of residence in respect of the assessee in form No. 10FB”.:

13.8 In case of Indian Bidder, the bidder shall be responsible for full and exclusive liability at his own cost for the payment of any and all taxes, duties and levies etc. (except service tax) as are payable to any government, local or statutory authority in any country including India as are now in force or as hereafter imposed, increased or modified and as are payable by bidder, his agents, sub-CONTRACTOR's and their employees etc., for performance and work under this contract. The bidder shall be deemed to have been fully informed with respect to all such liabilities and considered the same in his bid and the contract shall not be varied in any way on this account.

13.9 **Income Tax/Work Contract Tax (WCT)**

'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'.

Bidder's quoted prices shall be inclusive of all Taxes and duties (except service tax) in India as well as in bidder's Country. While making the payments the owner shall deduct the works contract tax and income tax at prevailing rates and shall provide a certificate in this regard

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. VAT on works contract / WCT shall be included in the quoted price and no variation shall be payable on VAT on works contract / WCT. Bidder (if awarded) must submit Form-32 as per format attached to the EIC of the contract as per Assam VAT Act 2003.

14 **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees (INR)/USD only.

15 **BID VALIDITY**

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



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

16 EARNEST MONEY/BID SECURITY- :Amount as specified in IFB

The bid security in US Dollars for bidders quoting in foreign currency or in Indian Rupees for bidders quoting in Indian Rupees shall be in the form of a Bank Draft/ Banker's Cheque/ Bank Guarantee or Letter of Credit.

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



- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]", [Letter of Intent (LOI)].
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9 **MSEs(Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.
- 17 PRE-BID MEETING (IF APPLICABLE)**
- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.



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

18 FORMAT AND SIGNING OF BID

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

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

19 ZERO DEVIATION AND REJECTION CRITERIA

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



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

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

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

20 E-PAYMENT

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

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

21.1 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.

21.3 All the bids shall be addressed to the owner at address specified in IFB.

21.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS



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

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the un-opened bid.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 FOR MANUAL BIDDING

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

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



- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 *Un-priced Bid Opening:*

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

26.2 *Priced Bid Opening:*

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



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

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

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

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

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

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (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:-
- “Deviation” is departure from the requirement specified in the tender documents.
 - “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - “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,
- If accepted would,
 - Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - Limit, in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the tenderer’s obligations under the proposed Contract.
 - If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

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

As specified in Evaluation Methodology. 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). The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.

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

34 PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35 AWARD

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

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



- 36.1 Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "Notification of Award"/"Fax of Intent [FOI]" / "Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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

37 SIGNING OF AGREEMENT

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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



- 38.2 **The contract performance security shall be for an amount equal to 7.5% of Total 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 Defect Liability Period (DLP) specified in Bid Data Sheet(BDS)/SCC of Tender.

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

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

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



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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

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

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



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

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

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

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

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



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

41 AHR ITEMS

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

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

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

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

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

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX

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

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

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

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

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



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

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

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

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

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

45.1 Brahma Putra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.



- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and 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
HOD/EIC (Indenting/User Department) M/s Brahmputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.	HOD (C&P) M/s Brahmputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

47 TRANSPARENCY

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

48 SALE OF BID DOCUMENTS

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 ELL, Mecon etc. only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. If the document were issued inadvertently/ downloaded from website, offers submitted by such bidder shall not be considered for opening / evaluation / award and will be returned immediately to such bidder. The above is without prejudice to the other rights of BCPL.

49 SUBLETTING & ASSIGNMENT

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



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

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

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

51. CHECK MEASUREMENT

Measurement shall be recorded as per the methods of measurement spelt out in SOW/Specifications/SCC of Contract/Tender Document. The responsibility for checking the measurements as recorded in the measurement Books/Bills shall be as under:

1. Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)
 - a. Site-In-Charge/Site Engineer will check 100% measurements of executed work.
 - b. EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work.
 - c. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
2. Where PMC is EIC (e.g Project Construction):
 - a. PMC will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - c. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
 - a. Third Party Inspector will check 100% measurements of executed work.



- b. BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
 - c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
 - d. An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.
4. OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.
 5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
 6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.
 7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."
52. 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.
53. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.
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Annexure-I

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

A Definitions:

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



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

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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



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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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



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

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the 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 C&P Department when:

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

D.2 Suspension Procedure:

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

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

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

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



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

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

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of 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 receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.
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Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:



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

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

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

3.1 FOR PROJECTS

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

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

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

Where Performance rating is “POOR”:



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

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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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



		performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 **EXCLUSIONS:**

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

- i) Orders/Contracts below the value of Rs. 7 Lakhs.



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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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



- 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.

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:



Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

3. No. of deviations > 2 0 marks



1.3 RELIABILITY PERFORMANCE

20 Marks

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



ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/CO16W156AD/90000177				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☒</td></tr></table>	APPLICABLE	☐	NOT APPLICABLE	☒
APPLICABLE	☐				
NOT APPLICABLE	☒				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. A J DUTTA, DY. 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: ajdutta@bcplindia.co.in				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Un-priced bid the following additional documents (SCC Refers):				

TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR“HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.”



12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR/USD
15	The bid validity period shall be Four 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/CO16W156AD/90000177
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. A J DUTTA, DY. 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: ajdutta@bcplindia.co.in
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: ajdutta@bcplindia.co.in



	Date: 29.11.2016 Time: 15:00 Hrs.				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section -II.				
33	Compensation for Extended Stay: <table 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> If applicable: 7.5% of Total Contract value.	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				



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



FORMS & FORMAT



LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-4 A	LC FORMAT FOR EMD
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	BIDDER'S QUERIES FOR PRE BID MEETING
F-18	E-BANKING FORMAT
F-19	MSE FORMAT WITH CA CERTIFICATTION
F-20	INDEMNITY BOND FORMAT
F-21	FORM-32 UNDER ASSAM VAT ACT



F-1
BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA."

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of YEARS. in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number [Mobile & Landline]	_____ (Country Code) (Area Code) (Telephone No.)

TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR "HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA."



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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA."

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

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:



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

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:



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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____



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

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

.....



F-4A
**PROFORMA OF "LETTER OF CREDIT" FOR "EARNEST
MONEY / BID SECURITY"**

To,
M/s. Brahmputra Cracker and Polymer Limited

SUB : Bank Guarantee

TENDER NO: BCPL/C&P/CO16W156AD/90000177 Date: 18.10.2016

Irrevocable and confirmed Letter of Credit No.

Amount: Rs.

Validity of this Irrevocable: (in India)

Letter of Credit (2 months beyond validity of Offer)

Dear Sir,

1. You are here by authorized to draw on (Name of Applicant with full address) for a sum not exceeding available by your demand letter (draft) on them at sight drawn for Rs. accompanied by a certificate by BCPL , with the Tender No. Duly incorporated therein, that one or more of the following conditions has/have occurred, specifying the occurred condition(s):
 - (i) The Bidder withdraws its Bid during the period of Bid Validity or any extension thereof duly agrees by the Bidder.
 - (ii) The Bidder varies or modifies its Bid in a manner not acceptable to BCPL during the period of bid validity or any extension thereof duly agreed by the bidder.
 - (iii) The Bidder, having been notified of the acceptance of its Bids,
 - (a) Fails or refuses to execute the Supply Order/Contract
 - (b) Fails or refuses to furnish the Contract Performance Security within 30 days before expiry of Bid Security.
 - (c) Fails to accept arithmetic corrections as per tender conditions.
2. This Irrevocable Letter of Credit has been established towards Bid Security Tender Nofor (Item)
3. We hereby guarantee to protect the Drawers, Endorsers and bonafide holders from any consequences, which may arise in the event of the non-acceptance or non-payment of Demand Letter (draft) in accordance with the terms of this credit.
4. This Credit is issued subject to the Uniform Customs and Practices for Documentary Credits (1993 Revised) International Chamber of Commerce brochure No. 500.
5. Please obtain reimbursement as under:
6. All foreign as well as Indian bank charges will be on the account of M/s.
..... (Applicant)
FOR

Authorized Signature
(Original Bank)

TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR "HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA."



Counter Signature



LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

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/CO16W156AD/90000177 FOR "HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA."



"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT
BCPL-LEPETKATA AND LAKWA.**

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

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/CO16W156AD/90000177 FOR "HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL
LABORATORY AT BCPL-LEPETKATA AND LAKWA."**



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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT
BCPL-LEPETKATA AND LAKWA.**

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

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:



CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT
BCPL-LEPETKATA AND LAKWA.**

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

Dear Sir,

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

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

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

**TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR“HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL
LABORATORY AT BCPL-LEPETKATA AND LAKWA.”**



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

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/awarded the job/work of _____ vide PO/LOA/FOA/LOI No. _____ dated _____ for M/s Brahmputra Cracker and Polymer Limited (A Government of India Enterprise) having Registered Office at Hotel Brahmputra Ashok, M.G. Road;Guwahati-781001,Assam (herein after called the "BCPL" which expression shall wherever the context so require includes is successors and assignees).

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

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

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

TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR "HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA."



2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s._____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s._____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up-to _____ (this date should be 90 days after the expiry of defect liability period/guarantee period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required _____ period _____ on _____ receiving _____ instruction _____ from M/s. _____ (contractor) on whose behalf this guarantee is issued.



6. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other Guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at **Guwahati**.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the



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

.....



AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT
BCPL-LEPETKATA AND LAKWA.**

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

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



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices	
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	As mentioned in SOR. No confirmation is required from Bidder.
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 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 shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule/Period of Contract 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).	



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

20		Provide PAN number.	
21		Provide Service Tax Registration number.	
22		Provide Sales Tax (VAT / CST) Registration number.	
23		Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
24		Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format clearly mentioned as quoted.	
25		Confirmed that all terms and conditions of the tender are acceptable in totality	
26		Confirm that Annual Reports for the last three financial years are furnished along-with the Un-priced Bid.	
27		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.	
28		Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
29		Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Format-16.	

TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR“HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.”



30		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
31		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
32	a	MSE Clause/PPP relevant document (If applicable)	
	i	SC/ST along with proof	
	ii	Chartered Accountant /Statutory Auditor Certificate	
	iii	Proof of nature of firm	
	iv	F-19 format submitted (Yes/No)	
	b	Confirm that Enterprise Memorandum (EM)-II has been submitted in case of MSE covering the item/service quoted for	
	c	Bidder hereby confirms that we are registered under MSME and registered for the service covered under this tender AND any wrong declaration would be dealt by BCPL as per provision of tender	YES/NO

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

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/CO16W156AD/90000177 FOR“HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.”



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT
BCPL-LEPETKATA AND LAKWA.**

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

Sl. No	Descripti on of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Postal & nos. of Client.	Value of Contract/ Order (Specify Currency Amount)	Date of Commence ment of Services	Scheduled Completion Time (Months)	Date of Actual Completi on	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR“HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.”



CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document along-with 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		
7.0	Confirm that annual reports for last three financial		



	YEARS.& duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
--	--	--	--

DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value			
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	EMD BG	BG VALIDITY BEYOND 2 (TWO) MONTHS FROM BID VALIDITY PERIOD OF 120 DAYS	YES/NA	NO
C	NSIC/DIC CERTIFICATE/UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/NA	NO
2.	BID VALIDITY UPTO FOUR MONTHS	ACCEPTED	YES	NO
3.	<i>Experience against Completion/ Execution of order/ contract</i>	<i>Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order & date, actual date of contract started & completed and actual executed quantity of work order, etc along with the un-priced bid.</i>	YES	NO
A	ORDER COPY	Duly CERTIFIED/Attested as per Technical BEC with LEGIBLE stamp	YES	NO
B	ORDER COPY	Duly CERTIFIED/Attested as per Technical BEC with legible stamp	YES	NO
C	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
D	COMPLETION/EXECUTION CERTIFICATE	Duly CERTIFIED/Attested as per Technical BEC with LEGIBLE stamp	YES	NO
E	COMPLETION/EXECUTION CERTIFICATE	Duly Certified/Attested as per Technical BEC with legible stamp	YES	NO
5.	FINANCIAL CRITERIA AS STIPULATED IN BEC			
5i.	Financial Documents – Turn Over	Audited balance sheet and profit & loss account statement of the three (3) preceding Financial Year(s), i.e. FY: 2015-2016, 2014-2015 & 2013-2014 meeting Turn over Financial Criteria as stipulated in BEC along with un-price bid.	YES	NO



ब्रह्मपुत्रक्रेकरऔरपालीमेरलिमिटेड

(भारतसरकारकाउपक्रम)

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

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.	YES	NO
A	Balance Sheet/s & Profit & Loss Statements as in 5i, & 5ii above	Duly attested by Notary Public/As per BEC with legible stamp	YES	NO
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/As per BEC	YES	NO
C	In Case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, F-15) from the Bidder's bank having net worth not less than INR 1(one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/attested by Notary Public with legible stamp.	YES/ NA	NO
6.	Tender Document signed & stamped	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
7.	SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
8.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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



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

[PLEASE READ, SECTION –II, CLAUSE NO. 3.1 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	

TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR“HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.”



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

		Agency/Client/Owner/Company		
B2		Order No. & Date		
B3		Brief Details/Name (Nature) of Supply		
B4		Contract/Order Value (in Rs.)		
B5		Period of Contract/ Order		
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc		
C	3RD Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]
C1		Name of Order issuing Agency/Client/Owner/Company		
C2		Order No. & Date		
C3		Brief Details/Name (Nature) of Supply		
C4		Contract/Order Value(in Rs.)		
C5		Period of Contract/ Order		
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc		
D	4th Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]
D1		Name of Order issuing Agency/Client/Owner/Company		

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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		



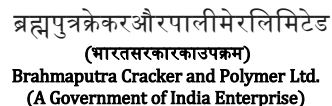
THIS FORMAT TO BE FILLED BY THE BIDDER
FINANCIAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ SECTION-II, CLAUSE NO. 3.2 OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

- 1. Format-16 (to be Submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.**
- 2. Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2015-2016, 2014-2015 & 2013-2014 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.**
- 3. Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

3.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
3.2.1	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 three (3) preceding Financial Year(s), i.e. FY: FY: 2015-2016, 2014-2015 & 2013-2014 [to be reckoned from bid due date] along with un-price bid uploaded /submitted . FY: 2015-2016 FY: 2014-2015 FY: 2013-2014	Yes / No Yes / No Yes / No	



TENDER NO: BCPL/C&P/CO16W156AD/90000177 FOR“HIRING OF MANPOWER CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA.”



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



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:
Chartered Accountant
Date:

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

Membership no.

Instructions:

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



BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT
BCPL-LEPETKATA AND LAKWA.**

TENDER NO.: BCPL/C&P/CO16W156AD/90000177

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 : _____



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)

Encl.: Cancelled Cheque.

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)



(For PPP CLAUSE APPLICABILITY)

Public Procurement Policy (PPP) for Micro and Small Enterprises (Applicable only for Manufacturers and Service Providers):

Government of India, vide Gazette of India No 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs) by all Central Ministries / Departments / PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions shall be applicable:

- i) Issue of Tender Documents 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 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 enterprises and such micro and small enterprises shall be allowed to supply up to 20% of the total 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% (20% of 20%) shall be from MSEs owned by SC / ST entrepreneurs. This quota is to be transferred to other MESs in case of non - availability of MSEs owned by SC / ST entrepreneurs.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) In case of tendered item is non-splitable or non-dividable, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/complete value of supplies/contract subject to matching of L1 price.
- vi) In case bidder is a Micro or Small Enterprise under 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 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.
 - b) If the MSE is owned by SC / ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.



vii) The MSEs owned by SC/ST entrepreneurs shall mean:

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

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) where audited accounts are not mandatory as per law.

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.

CA CERTIFICATE FORMAT FOR MSE (F-19)

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that M/s. _____ (Company Name) having its registered office at _____ (Address) is registered under MSMED Act 2006, Entrepreneur Memorandum No. (Part-II) _____ dated _____, Category: _____ (whether Micro or Small).

Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery -Rs. _____ (Lakhs) .

The above Investment of Rs. _____ Lacs is within permissible limit of Rs. _____ Lacs for _____ (Micro or Small) Category under MSMED Act, 2006. Also, M/s. _____ (Company name) have not exceeded the monetary limit criteria mentioned in the NSIC certificate.

The above format shall be printed on Statutory Auditors / CA's letter head, filled, signed and stamped by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) where audited accounts are not mandatory as per law.



F -20

**PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY
EMPLOYER**

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS Brahma Putra Cracker & Polymer Ltd. (hereinafter referred to as BCPL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Hotel Brahma Putra Ashok, M. G. Road, Guwahati - 781001 has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS i) BCPL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by BCPL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.

ii) As a pre-condition to the supply of the said materials by BCPL to the CONTRACTOR, BCPL has required the CONTRACTOR to furnish to BCPL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated. NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BCPL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to BCPL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to BCPL forthwith on demand in writing without protest or demur the value as specified by BCPL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with BCPL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit



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

of Rs. _____ (Rupees _____ Only). AND THE CONTRACTOR hereby agrees with BCPL that: i) This Indemnity/Undertaking shall be a continuing Indemnity/ Undertaking and shall remain valid and irrevocable for all claims of BCPL arising hereunder upto and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.

ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to BCPL in terms of hereof.

iii) The mere statement of allegation made by or on behalf of BCPL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost , damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of BCPL to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by BCPL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by BCPL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to BCPL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same. The undersigned has full power to execute this Indemnity Bond on behalf of the

CONTRACTOR under the Power of Attorney dated
(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR



THE ASSAM VALUE ADDED TAX RULES, 2005
FORM-32 [See Rule 28(3)]
FORM OF PARTICULARS TO BE SUBMITTED BY THE CONTRACTEE
(Not Applicable)

To,
THE ASSISTANT COMMISSIONER OF TAXES
DIBRUGARH

Sir,
Whereas I/We Brahmaputra Cracker and Polymer Limited, Lepetkata, Dibrugarh, Assam (Name and address) have entered into contract, with _____ (Name of the contractor).

And whereas, I/We furnish hereunder the following particulars relating to the said contract:-

1. Full name and address & Taxpayer Identification No. of the contractor
(in block letters) _____
2. Date of the contract: _____.(LOA No. _____)
3. Total and break up value of the contract: Total Contract Value Rs. _____
(Break-up not mentioned in the contract)
- 4..Place where the contract is to be executed : _____
5. Date by which the contract is under taken to be to be completed: _____
6. Brief description of the works to be carried out : _____

7. Details of the goods to be supplied by the contractee as free issue and the value thereof: _____

I/We declare that as stated above, I/We M/s. Brahmaputra Cracker and Polymer Limited, Lepetkata (Assam) have entered in a works contract involving transfer of property in goods (whether as goods or is some other form).

I/We further declare that to the best of my/our knowledge and belief, the information furnished above is correct, complete and is truly stated and nothing has been concealed.

Place : DIBRUGARH
Date : _____

(Signature with seal of the contractee)



SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]



SECTION-V

SPECIAL CONDITION OF CONTRACT [SCC]

SUBJECT: O&M CONTRACT FOR AT QUALITY CONTROL LABOTORY AT BCPL, Lepetkata.

1. The scope of work is enclosed as Annexure (I). the bidders are required to read carefully the scope of work of various Parts and the terms and conditions and to submit service charges. No additional charges, other than the quoted rates and applicable taxes, shall be paid to the contractor during the contract period.
2. No other person except Contractor's authorized representative shall be allowed to enter BCPL's premises situated at PO: Lepetkata, District – Dibrugarh (Assam) 786006 and associated premises at Lakwa and Duliajan. Contractor shall also not entertain any outsider or extend any service beyond BCPL's premises.
3. Within the BCPL's premises, the Contractor's personnel shall not do any private work other than their assigned jobs.
4. Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep BCPL (India) Limited indemnified against all loses, damages and claims arising thereof.
5. The personnel engaged by Contractor shall be subject to security check by the BCPL's security staff while entering/leaving the premises.
6. Contractor shall be solely responsible for payment of wages/remuneration including allowance to his/its personnel that might become applicable under any new act or order of Government. BCPL shall have no liability whatsoever in this regard.
7. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his/its staff.
8. List of persons employed by Contractor for the subject work mentioning qualifications, experience and residential address shall be submitted to BCPL. In case of any change, the same shall be informed to BCPL from time to time.
9. The Contractor/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
10. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for



- payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities.
- 11 The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
 - 12 No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
 - 13 The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.
 - 14 The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
 - 15 The persons to be deployed should be on rolls of the contractor/contracting firm.
 - 16 The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
 - 17 The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-in-charge at the time of commencement of contract. In addition, the service provider shall make adequate arrangement for supervision w.r.t. jobs like leave, monthly wage bill, gate pass, liaison with BCPL etc. of the workforce engaged by them and the cost for the same shall be included in the service charges to be quoted by the bidders in the SOR .
 - 18 The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
 - 19 The contractor/contracting firm shall not sub let or assign any work in part or whole to any individual, proprietorship firm, partnership firm, private ltd. company, etc as per the existing practice/tender.
 - 20 BCPL reserves the right to obtain Contractor's services on holidays as well as beyond the specified working hours without any additional charges.
 - 21 No accommodation will be provided to the contractor/contracting firm.



- 22 The Contractor will employ only adult persons for the works as per the requirement.
- 23 The Engineer-In-Charge reserves the right to :-
- 23.1 Issue the CONTRACTOR from time to time during the progress of the service such further instructions as shall be necessary for the purpose of proper & adequate execution of the service and CONTRACTOR shall carryout and be bound by the same.
- 23.2 Instruct the contractor to remove or replace any person that the company considers incompetent or unsuitable and the opinion of the company's representative as to the competence of any personal engaged by the contractor shall be final and binding on the contractor.
- 24 Provision of PPEs & Consumables:
Contractor will ensure to provide 02 pairs of cotton uniforms, 01 pair of safety shoes, 01 no apron & 01 No of safety helmet every year & within 15 days from the date of commencement of work to individual workmen. Further, contractor will ensure availability of adequate quantity of following Personal Protective Equipments in Lab for use by his manpower as and when required.
- | | |
|------------------------|---------------------------------|
| i) Gum Boot | ii) Heat resistant gloves |
| iii) Acid Proof gloves | iv) Alkali proof gloves |
| v) Safety goggles | vi) Rain Coats |
| vii) Cryogenic gloves | viii) Gas mask (cartridge type) |
| ix) Surgical gloves | x) Face shield |

All PPEs to be provided by contractor shall be of standard quality. However, Engineer-in-charge shall have full power to reject any or all the PPEs brought to the site by the contractor which are not in accordance with the contract specification or do not conform in character or quality to samples approved by other means. The EIC shall have full power to procure other PPEs to be substituted for rejected materials and in the event of contractor refusing to comply the same shall be arranged by BCPL at the cost & risk of contractor.

25. PENALTY:

- 25.1 In case of non-compliance of contract clause with respect to mobilization, execution, quality, safety and other statutory requirement to the full satisfaction of Engineer-In-Charge, the Engineer-In-Charge may at his discretion impose a penalty at the rate of 0.5% of the total contract value per week or part thereof subject to a maximum of 5% of the total contract value.
- 25.2 In the event of any default i.e. in case the sample testing and other misc jobs as per EIC & as specified in SOW has not been done or not done to the satisfaction of Engineer in charge, suitable deduction will be made as a penalty as mentioned below,
- a) Non completion of job or non-completion of job to the satisfaction of EIC or Shift I/C - Rs.1500 per job.
- b) Non deployment of man power as per the clause No.26 below, then the penalty will be imposed on him @ Rs.2400 /day /person



- c) In case the uniforms and safety appliances are not provided by the contractor to the employees or In case Non wearing the proper cotton uniform as per clause 24.0 & not wearing the proper PPE as per clause as per 24.0. Rs.1500 par day/person.

25.3 Penalty @ Rs 10000/- per day will be imposed in case equipments are not available beyond the specified uptime as described in Clause 26.B.7, 26.B.8 and 26.B.9. However, in case vendor makes alternative arrangement for analysis through alternative methods or by means of bringing another equipment, no penalty will be levied.

26 A) Deployment of Chemists and Lab Assistants:

The Contractor shall depute qualified chemists and suitable lab assistants. The contractor shall make deployment of sufficient chemists to ensure that all the service as per Laboratory sample schedule specified towards the sample testing, sample collection and other miscellaneous jobs are accomplished satisfactorily and to be completed as per the time schedule on daily basis As per our estimate and experience & the number of samples to be analyzed per day, the subject job requires total 41 chemists (including 05 Sr. Chemists, 01 Chief Chemist to manage activities in rotational shifts as well as General shift at Lepetkata while 08 chemists will be required at Lakwa Laboratory. However, considering the weekly holidays as per the provision of Factories Act, 1948, contractor has to make provision of additional man power. The contractor shall be required to ensure payment of wages by 7th of every month. The contractor has also to comply with other statutory obligation including Provident fund, Workmen compensation etc. for the personnel deployed by him.

The Sr. Chemist will act as shift in charge and will assist and report to the BCPL shift in charge. 01 Ch. Chemist will report in General shift and will coordinate all analytical activities of General shift, contractor's shift in charge and will provide feedback to QC Head of BCPL on day to day basis

- A.1 Manning in each rotational shifts at Lepetkata: Based on the experience, it is estimated that total 09 chemists & 05 lab assistants will be required to execute various jobs in each rotational shifts. The proposed deployment will be as follows.

Sr. Chemist cum shift in charge	:01
Chemist in water lab	:02
Chemist in Polymer Lab	:03
Chemists in GC & Petrochemical Lab	:03
Lab Assistants	:05

- A.1.1 03 chemist will be placed in Gas Chromatography and Petrochemicals laboratories and will carry out the calibration of equipments in line with the calibration schedule on regular basis with the help of CRMs/SRMs. They will also carry out the analysis of samples as per Analysis Frequency for the desired parameters.
- A.1.2 02 Chemist will be placed in Water Laboratory to carry out the analysis pertaining to Water Lab, associated raw materials and will carry out the calibration of Water & Spectroscopy Labs as per the calibration schedule.
- A.1.3 03 chemists will be placed in Polymer Lab and Polymer Processing Section to carry out the analysis of Bagging Samples, calibration of polymer lab equipments, testing of mechanical properties of polymer resins.



A.1.4 01 Sr Chemist will assist BCPL S/I for preparing report & SAP Coordination with chemists & lab assistants.

A.2 Manning in General shift at Lepetkata:

It is estimated that 09 chemists including 01 Chief Chemist will be required to carry out the analytical activities in General shift along with 03 Lab Assistants. The proposed manning will be as follows.

Ch. Chemist	: 01
Sr.Chemist	: 03
Chemist	: 05
Lab Assistants	: 03

A.2.1 Gen Shift: 01 Ch. Chemist will be deputed in General shift who will look after and coordinate all analytical activities and will report to Laboratory head. He will monitor that all analysis are being carried out as per Sample Testing Frequency, calibration(s) are being carried out as per Calibration schedule, carry out intermediate checks and will provide feedback to BCPL Lab head on day to day basis. The remaining chemists & lab-assists will work in Poly/Water/GC lab as per instruction of EIC.

A.3 Manning at Lakwa Lab:

01 Chemists & 01 Lab assistant in rotational shift, and 02 chemists & 02 lab assistants in General shift will be deployed to meet the analytical requirement of Process Units.

A.4 The deployed chemists should be B.Sc. / M.Sc. in Chemistry / Industrial Chemistry / Polymer Science. The chemists, Sr. Chemists, Ch Chemist must have on hand analytical experience of 2-6 years, 6-10 years or more respectively. Candidates with Diploma / Degree in Polymer from CIPET will be preferred for deployment in Polymer Laboratory. The bio data of chemists will be submitted to EIC for approval before deployment. Each chemist will be provided 02 days training by contractor on operation / analytical aspects of Quality Control.

The Lab Assistants should be minimum 12th pass or experience in sample collection in Petrochemical testing Labs and should be deployed from Assam only.

A.5 Contractor may deploy fresh M.Sc. candidates as trainee chemist. The quantity should not exceed 5% of the total chemists deployed. However, BCPL will not consider them as regular man power.

A.6 In case contractor has failed to provide the manpower as instructed by EIC per day on regular basis then the penalty will be imposed as per the above clause No. 25.2.(b).

27.0 INCORPORATION CLAUSE:

27.1 BCPL can incorporate any condition, which is not envisaged here at the time of agreement which can be of sole interest/advantageous to BCPL. Interpretation of terms and conditions of the document as confirmed by BCPL shall be final and binding on the contractor/agency.



- 27.2 The rates should be quoted in the schedule of rates as enclosed.
- 27.3 Bidders are advised in their own interest to visit BCPL, Lepetkata and ascertain the conditions and quantum of work before quoting.
- 27.4 Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax to be charged.
- 27.5 The rates quoted by the Bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the Terms & Conditions of the Bid Documents
- 28.0 THE MEASUREMENT OF WORK, PENALTY & PAYMENT SHALL BE DONE AS FOLLOWS:
- 28.1 A register shall be maintained for attendance and the contractor shall produce the same to the Engineer-In-Charge as and when necessary for scrutiny.
- 28.2 The duties will be performed round the clock as per the shift schedule / work requirement as desired by the Engineer-In-Charge.
- 28.3 The operational assistance jobs will be certified by Engineer-In-Charge at the end of the month & will be recorded in register.
- 28.4 The minimum wages to be considered for payment shall be as per the notification issued from time to time by the office of the deputy Chief Commissioner, Dibrugarh / Guwahati for semi skilled lab assistants.
- 28.5 All tools and materials shall brought by Contractor to the work site through a covering note to be submitted in three copies. One copy of the covering note shall be delivered to the security staff, one copy to the Engineer-In-Charge and the third copy shall be retained by the contractor after verification by the security staff at the factory main gate.
- 29.0 PERIOD OF CONTRACT
The contract will be valid for a period of two (02) years from date of LOI/LOA and extendable for a maximum period of 01 year on same rates, terms & conditions at the sole discretion of BCPL. BCPL reserves the right to terminate the Contract either in part or in full without assigning any reason there of. The Engineer-in-charge shall in such event give thirty (30) days notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice shall discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.
- 30.0 TIME FOR START AND MOBILISATION:
After award of work, BCPL shall give maximum 15 days period for initial mobilization. Contractor/Agency shall ensure mobilization within the given time with the manpower required for smooth execution of job as specified by BCPL. In case the bidder is not able to mobilize within the time specified above, a penalty @ Rs.500/- per day shall be raised on the bidder.



In addition to above, during execution of the contract, if any person(s) is found absent on any day, then the wages for that day shall not be reimbursed. Further, if the person does not report for more than 3 days then the contractor shall be required to provide suitable replacement immediately, failing which BCPL reserves the right to impose a penalty of Rs.500/- per day per person which would be deducted from the payable amount to the contractor.

31.0 COMPLIANCE WITH STATUTORY REGULATIONS:

- 31.1 The contractor/contracting firm shall be required to obtain labour license from Assistant Labour Commissioner if he engages 20 or more workmen/labours.
- 31.2 The contractor/contracting firm shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner, Govt of Assam/India from time to time. All payments to its workers must be made through E-Payment. It will be the responsibility of the contractor to disburse the wages.
- 31.3 The contractor/contracting firm shall have a separate Provident Fund Code allotted in his name by the Regional Provident Fund Commissioner and submit the copy of monthly chalaan for the amount deposited towards Provident Fund along with a list of his labours/workers to the Engineer In charge.
- 31.4 The contractor/contracting firm shall be required to deposit contribution towards Provident Fund, Pension, ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.
- 31.5 The contractor/contracting firm shall obtain license under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than Assam.
- 31.6 The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act, 1936, Employees's Compensation Act, 1923, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Contract Labour (Regulation & Abolition) Act, 1970, Maternity Benefit Act, 1961, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, etc. and other applicable labour legislations and as amended from time to time.
- 31.7 The contractor shall be required to furnish proof/copies of forms/returns as per the checklist (Annexure S-5) attached hereto every month along with the monthly bills to the Engineer –In-Charge. The checklist- is indicative for monthly bills only and other forms/returns as required under various acts shall be required to be filed/maintained by the contractor himself without any lapse.

32.0 Evaluation methodology: As specified in Section –II (Evaluation Methodology)



33.0 Defect Liability Period:

Not applicable for analytical work. However, In case, any equipment is reported under break down during the contract period and remains under maintenance, it is to be rectified after contract period and handed over to BCPL.

34.0 PAYMENT TERMS:

34.1 The contractor has to submit bills on monthly basis before 07th of the month, enclosing therein the jobs executed and summary of the bill, to the Engineer-in-Charge of the contract.

34.2 The payment shall be processed within 30 days of placement of the bill. Necessary statutory levies such as TDS, etc will be affected as per the rules existing and in vogue then and there.

34.3 In case of award of work, the bidder has to give details of their bank account to facilitate payment through e-banking on him:

35.0 SPECIAL TERMS AND CONDITIONS:

The contractor/contracting firm shall pay the wages to the workers thru e-banking latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner from time to time through e-banking to the workmen concerned.

36.0 SERVICE TAX:

Please note that responsibility of payment of Service tax lies with service provider only.

The bidder shall furnish copy of service tax registration along with the offer wherever service tax is applicable. Alternatively, bidder shall furnish the same within one month from the date of issue of Letter of Award or along with first

Invoice. 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 in the first invoice itself.

In case of statutory variation in service tax during currency of contract, the BIDDER shall submit copy of Government notification to evidence the rate as applicable on the date of submission of the bid and on the date of revision.

Claim for payment of service tax/statutory variation in service tax, should be raised within two months from the date of issue of Govt. Notification for payment of differential Service Tax. In case such claim is not raised within specified period of two months, claim shall not be entertained for payment of arrear.



Documents to be attached with RA Bill			
Sl No.	Document	Periodicity	Availability Status
A	Copy of labour license (applicable, if contractor is engaging more than 20 workers)	With first bill	
B	Copy of comprehensive insurance cover (CAR policy/Workmen's Compensation Policy, whichever is applicable)	With first bill	
C	Copy of Contract Agreement	With first bill	
D	Gate Pass Details	Every month	
E	Copies of Forms under Contract Labour (R&A) Act, 1970		
E.1	Register of persons in Form XIII	Every month	
E.2	Register of Wages in Form XVII	Every month	
F	Copies of Forms under Factories Act, 1948		
F.1	Form 11	Every month	
F.2	Form 12	Every month	
F.3	Form 13	Every month	
F.4	Form 14	Every month	
F.5	Form 15	Every month	
F.6	Form 16	Every month	
G	Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952		
G.1	PF Challan	Every month	
G.2	Form 12A	Every month	
G.3	Form 2 (for new joiners)	Every month	
G.4	Form 11(revised) – for new joiners	Every month	
G.5	Form 3A	Every month	
G.6	Form 5	Every month	
G.7	Form 10	Every month	
G.8	Form 5A	With first bill	
G.9	Form 9	With first bill	
G.10	Form 6A	At the end of financial year	
G.11	Wage structure from O/o Regional Labour Commissioner,	Half yearly basis	
G.12	Proof of payment made to its employees deployed in BCPL, (i) Copy of Monthly Salary Slip of individual employees signed by Authorized persons. Salary slip must contain heads mentioned in Appendix –A (ii) Copy of E-payment details/ payment order deposited to bank. (iii) Copy of individual bank accounts indicating deposit of salary.	By 7 th of Every month thru e-banking	



SECTION – VI

SCOPE OF WORK



SCOPE OF WORK for Lab Man Power Supply

- 1.0 The scope of work in general includes but not limited to the scope of work specified in Technical Section and Schedule of Prices enclosed in Commercial Section and in other sections of the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per instructions of Engineer-in-Charge, which are required to complete the work in all respects as per provisions of bidding document.
- 2.0 Work is purely temporary in nature and merely for Pre-commissioning, Commissioning and Startup activities for limited period of 01 year only. Though the work envisaged to be carried out is primarily at BCPL's Lepetkata unit but contractor may be asked to provide assistance at GSU, Lakwa as per the requirement and decision by Engineer in charge. Decision of Engineer in charge shall be final and binding.
- 3.0 Tentative deployment of man power in rotational shifts & General shift in BCPL, Lepetkata will be as follows.

Shift	No. Of Chemists	No. Of Lab Assistants
A	09	05
B	09	05
C	09	05
G	09	03

- 4.0 Tentative deployment of man power in rotational shifts & General shift in BCPL, Lakwa will be as follows.

Shift	No. Of Chemists	No. Of Lab Assistants
A	01	01
B	01	01
C	01	01
G	02	02

Contractor will deploy Chemists and Lab assistants with proper qualification and experience for executing the analytical, sample collection and other jobs.

- 5.0 Analysis of Process & Raw Material Samples:
A list of various sampling points along with parameters to be analysed and normal sampling frequency is given below. Depending upon the plant condition, the frequency of analysis may vary. Few of the below mentioned analyses will be carried out in Field itself. Sample collection is an integral part of sample analysis. No sampling schedule has been provided for Raw materials. Raw material samples will be collected and analysed on "as and when required" basis.



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SL. No	Name of sample	Parameter(s)	Frequency
1	Ethylene product	Methane, Ethane, CO,CO ₂ , Acetylene, Ethylene	Once / shift
2	Propylene Product	Ethane, Ethylene, Propane , Propylene,MA,PD,1,3 BD	Once / shift
3	TLE Effluents	Complete Analysis	Once / shift
4	Caustic Tower O/H	CO & CO ₂	Twice / shift
5	PSA I/L	CO, CO ₂ , Methane and Hydrogen	Once / shift
6	PSA O/L	CO, CO ₂ , Methane and Hydrogen	Once / shift
7	Guard O/L- Acetylene & Ammonia	Acetylene/Ammonia	Once / shift
8	C ₄ -Mix hydrogenation product	Propane, Propylene , iC ₄ ,nC ₄ T2-B,Butene-1,Iso-B,C-2-B,C ₅ ,C ₅ +,Hydrogen & 1,3 BD	Once / shift
9	De-methanizer pre-striper bottom	CH ₄	Once / shift
10	De-methanizer Bottom	CH ₄	Once / shift
11	De-ethanizer Bottom	Ethane & Ethylene	Once / shift
12	De-ethanizer O/H	Methane, Ethane, Ethylene, Acetylene, Propane,& Propylene	Once / shift
13	De-propanizer Bottom	Propane & Propylene	Once / shift
14	De-propanizer O/H	Ethane, Ethylene, Propane, Propylene,MA,PD,1,3BD	Once / shift
15	De-pentanizer bottom	C ₅	Once / shift
16	De-pentanizer O/H	1-Hexane, Benzene	Once / shift
17	C ₃ – hydrogenation	MA,PD, 1,3 BD	Once/shift
18	Decoking sample	CO ₂	As and when required
19	Lean Gas	Composition	Once per Shift
20	Absorber O/L	CO ₂	Twice/Shift



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21	NG Feed	Composition	Once per shift
22	C2/C3 Product	Composition	Twice per shift
23	Dryer o/l	Dew Point	Once/shift
24	DETERMINATION OF GAS PHASE COMPOSITION	C4, C5, C6 & C8	Once per Shift
		Ensuring proper Sample collection and result reporting to respective plants , Data entry in respective register	Per shift

SHIFT ANALYSIS LOAD WATER SAMPLES-UPSTREAM &IOP&S

S.N	Name of Sample	Parameters	Frequency
1	Caustic Strong solution	Conc. & Carbonates	Twice / shift
2	Caustic Intermediate solution	Conc. & Carbonates	Twice / shift
3	Caustic weak solution	Conc. & Carbonates	Twice / shift
4	Spent caustic	Conc. & Carbonates	Once / Shift
5	Wash Water	Conc. & Carbonates	Once / Shift
6	Caustic Tank	Conc. & Carbonates	As & when required
7	Caustic Day Tank	Conc. & Carbonates	Twice / Shift
8	BFW	PH, Conductivity, Silica, Hydrazine	Once/Shift
9	CBD-1/2/3/4	PH, Conductivity, Silica,PO3,Iron	Once/.shift
10	Quench tower	PH, Iron	Once/.shift
11	Water stripper	PH, Conductivity	Once/.shift
12	LP Condensate	pH,Cond and silica	Once/shift
			Total time(min)
1	Amine Solution	Concentration, CO2 mole/mole, CO2Wt %	Once/ Shift
2	Condensate	pH, Conductivity, Silica	Once / Shift
3	GSU Condensate	pH, Conductivity, Silica , DEA	Once / shift
			Total time(min)
1	Boiler Feed Water –1/2	pH, Conductivity, Silica, N ₂ H ₄	Once / shift
2	Saturated Steam	pH, Conductivity, Silica	Twice / shift

TENDER NO: BCPL/C&P/LA16W128AD/00014FOR "HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY AT BCPL-LEPETKATA AND LAKWA."



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	–1/2		
3	Medium Steam – 1/2	pH, Conductivity, Silica	Twice / shift
4	Boiler CBD –1/2	pH, Conductivity, Silica, PO ₄ , Iron	Twice / shift
5	HRSG Inlet –1/2	pH, Conductivity, Silica.	Once / shift
6	HRSG Outlet – 1/2	pH, Conductivity, Silica, N ₂ H ₄	Twice / shift
7	Saturated Steam –1/2	pH, Conductivity, Silica	Twice / shift
8	HRSG CBD –1/2	pH, Conductivity, Silica, PO ₄ , Iron	Twice / shift
1	Clarifier O/L	Turbidity	Once / shift
2	Treated Water	pH, Turbidity, FRC, Chloride, Iron.	Once / shift
			Total Time(Min)
1	Strong Acid Cataion 1,2,	Sodium	Twice/ shift
2	Degasser	CO ₂	Once/shift
3	Strong Base Anion 1&2	pH, Conductivity, Silica	Twice / shift
4	Mixer Bed 1,2,	pH, Conductivity, Silica	Twice / shift
5	DM Tank 1/2	pH, Conductivity, Silica	Twice / Shift
			Total time(min)
1	GPU return	pH, Turbidity , FRC, Phosphate.	Once / Shift
2	GCU Return	pH, Turbidity , FRC, Phosphate.	Once / Shift
3	CT-2 Return	pH, Turbidity , FRC, Phosphate.	Once / Shift
			Total time(min)
1	Incoming Spent Caustic	pH, NaOH, Na ₂ S , Phenol , O& G	Once / Shift
2	Treated Spent Caustic	pH, NaOH, Na ₂ S , Phenol , O& G	Once / Shift

SL. No	Name of sample	Parameter /s	Frequency
1	<i>SDXCatalyst</i>	Determination of HCl	As & when required
2	<i>Powder</i>	MI	4 times/shift
3		Density	Once/shift



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4		Bulk Density	Once/shift
5		PSD	Once/shift
6		Plaque preparation	Once/shift
7		Catalyst residue	Once/shift
8	Pellets	MI	Twice/shift
9		Density	Twice/shift
10		Plaque preparation	Twice/shift
1		Catalyst residue	Twice/shift
12		Melt Flow Ratio	Twice/shift
13		Die Swell Ratio	Twice/shift
14		Whiteness Index	Twice/shift
15		Film Appearance Rating	Twice/shift
16		Volatile	Twice/shift
17		Pellet Inspection	Twice/shift
POLY PROPYLENE UNIT			
1	REACTOR/ FLASH DRUM	MFI	4 times/shift
2		Xylene Solubility	Twice/shift
3	POWDER	MFI	one/2 hrs
4		XYLENE SOLUBILITY	Twice/shift
5		BULK DENSITY	Twice/shift
6	Pellet	MFI	one/2 hrs
7		PELLET COUNT	Twice/shift
8		COLOUR (YI)	Twice/shift

6.0 Calibration of Laboratory Equipments:

The deployed chemists will calibrate the analytical equipments in line with the OEM's recommendation/ or as required by various testing and calibration protocols. Apart from scheduled frequency, the equipments will be calibrated after maintenance too.

7.0 Maintenance of Laboratory Equipments:

The deployed chemists will assist the visiting Service Engineers and BCPL executives in planned and break down maintenance of laboratory equipments.

8.0 Miscellaneous Jobs:

Deployed chemists will assist BCPL executives in Inventory Control, raising of purchase requisition, preparation of daily reports, quality certificates, general MIS reports and preparation of documents for various audits like ISO, NABL, OHSAS, etc.

9.0 Sample Collection:



Samples (liquid, gaseous, raw materials. Solid, scales, etc) will be collected from the various units as well as from BCPL residential Township and nearby river will be collected on a defined frequency. Raw material samples will also be collected from C&P Stores and finished goods samples will be collected from Product Ware House.

9.0 Cleaning of Glass wares & Bench Spaces:

The used glass wares and plastic wares will be cleaned in rotational shifts. Bench spaces needs to be cleaned on regular basis.

10.0 Duplication & Distribution of Documents / Reports:

Documents and various test certificates will be duplicated and distributed to various offices of BCPL.

11.0 Handling of Carrier and Calibration Gases:

Filled and empty cylinders of carrier, fuel and calibration cylinders will be handled in shifts and shifted from Laboratory to C&P stores and vice versa.

12.0 Disposal of Hydrocarbon and Finished Goods Samples:

Hydrocarbon and finished good samples will be disposed to ETP and Ware House respectively on regular basis by deployed Lab Assistants.

13.0 Contractor has to make suitable arrangement for collection of various samples from Plant units, C&P Store, nearby river and BCPL residential township within minimum possible time.

14.0 Qualification & Experience

Contractor will deploy chemists and lab assistants with suitable qualification and experience to execute the jobs.as per SCC clause No.A.2.6.

15.0 CONTRACTOR'S SCOPE OF SUPPLY

Contractor shall provide all safety gears for safe working to his personnel such as safety shoes, helmets, safety goggles, face shields, two pairs of cotton uniforms (shirt/pant, etc) at his own cost. Contract Personnel without wearing safety shoes and cotton uniforms shall not be allowed to work at site. The color of uniform shall be informed by BCPL. PPE's – Safety kit containing quality class cotton uniform minimum 2 pair/year, minimum 2 pair socks, minimum 1 pair safety shoe of reputed quality, safety helmet. All these are to be approved by concerned authority of BCPL.

Contractor may arrange suitable conveyance preferably jeep to their working crews for pickup & drop in plant area in shift & general shift persons.

Boarding and lodging of contractor personnel during execution of the job shall be provided by the contractor at his own cost



Other conditions for compliance:

A) Guidelines for adherence to various labour legislations while awarding job/ service contract

1. The Contractor shall have his own PF code no with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that Contractor should obtain a subcode under EPFO, Tinsukia and deposit the contribution of its workers in EPFO Tinsukia.
2. The contract must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, Confirmation slip, and acknowledgment slip along with PF challan with monthly RA bills.
3. The contractor is responsible for obtaining the labour licence under the provisions of the Contract Labour (R & A) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
4. The contractor is liable to abide by all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations.
5. The Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (R & A) Act 1970, Minimum Wages Act, 1948, the Payment of Wages Act, 1936, The Employees Compensation Act, 2010 (earlier known as Workmen's Compensation Act., 1923) and other relevant Acts, Rules and regulations enforced from time to time.
6. The Contractor can be solely responsible for the disbursement of wages and other dues to the personnel, if any, deployed by him latest by 7th day of subsequent month. Disbursement of wages must be witnessed by representative of Principal Employer.
7. The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claims etc. arising out of the disputes relating to the due and employment of personnel, if any, deployed by him.
8. 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.
9. The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
10. The contractor is required to maintain registers and records as required under different laws.
11. The contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the workplace and injury sustained out of or in course of and out of employment in respect of personnel deployed by the contractor as per Employees' Compensation Act, 2010 and rules framed there under.
12. The vendor shall take care of the health insurance in respect of all their employees and workmen deputed for this work.
13. The party will deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
14. While engaging the contractual manpower, contractors are required to make efforts to provide opportunities of employment to the people belonging to Scheduled Castes and weaker sections for the society also in order to have a fair representation of these sections

15. Clause in regards to engagement of PAP



That the contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in un-skilled category of work for which the list of such Persons will be provided by the Authorized Person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.”

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

B) COMPLIANCE WITH LAWS

The CONTRACTOR shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:

- i) Contract Labour (Regulation & Abolition) Act.
- ii) Payment of Wages Act.
- iii) Minimum Wages Act.
- iv) Employer's Liability Act.
- v) Factory Act
- vi) Apprentices Act.
- vii) Workman's Compensation Act
- viii) Industrial Dispute Act.
- ix) Environment Protection Act.
- x) Any other Statute, Act, Law as may be applicable for establishing, maintaining, running of coating plant.

OWNER shall not be responsible for any default by CONTRACTOR due to lack of information on the part of the CONTRACTOR.

C) LABOUR LAW RELATED CLAUSES OF TENDER

RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:

The contractor has to pay following wage components along with statutory payments/obligation as indicated in SOR to the persons engaged by him in BCPL :

S.No	Wage component	Rates
1	Minimum wage	As notified by Central Government or State Government from time to time (whichever is higher)
2	PF Contribution including EDLI & Administrative Charges	13.61% of wage (The contractor has to ensure deposit of PF contribution @ 12 % of wages irrespective of rate of wages)
3	Employee State Insurance(ESI) contribution or Insurance policy coverage under Employee's	4.75% of minimum wage in case of ESI is applicable or reimbursement of cost of Insurance coverage obtained under Employee's Compensation Act 1923 upto Rs.10.86lacs per contract worker)



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	Compensation Act 1923	
4	Bonus	8.33% of wage (The same may be paid to the contract workers during festival time by the contractor and take reimbursement on submission of proof of payment of bonus).
5	Death Gratuity	4.81% of Minimum Wage may be provisioned in contract value for Gratuity and the same will be payable only in case of death or permanent disablement during the currency of the contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of the deceased contract employee. Nomination forms as prescribed under payment of wage act must be kept on record and should be considered for extending benefit.
6	Leave wages as per factory Act/Rule or Shops & Establishment Act of respective states (8CL, 3NH, 4Festival Holidays and 15 Earned leave)	8.33% of Minimum Wage may be made in the contract value and compliance to be done in terms of the Statutory Provisions and the same to be reflected in attendance register and leave Record by the contractor.
7	Overtime for working extra Work/Compensatory Off (provision for over time should be made in the contract value as per requirement)	14% of minimum wages to be provisioned as applicable under Factories Act 1948 or Shops and Establishment Act of respective state. Disbursement should be maintained in overtime register prescribed in CL (R&A) Act 1970.
8	Cost of safety kit & liveries in terms of Safety Provisions under Factories Act 1948(for workers working in factories only).	6% of Minimum Wage. The same may be reimbursed to the contractor on distribution of safety kits and liveries (two pairs of shirts, trousers, socks and one pair of safety shoes per year as per safety norms of BCPL) and submission of proof of purchase and distribution.
9	Maternity benefit to women contractor under Maternity Benefit Act 1961 where ESI Act 1948 is not applicable.	In case women contract worker who has worked at least 80days, proceeds on maternity leave, she may continue to be paid wages as mentioned above for 12/16/18 weeks as the case may be in terms of Maternity Benefit Act 1961. For miscarriage women worker will be entitled for wages for 6 weeks. In case replacement is taken in her place, necessary provision may be made in the contract value. In case ESI Act is applicable in the area, such women worker will claim maternity bonus from ESIC.

- B. The contractor shall have his own PF Code No. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund Scheme 1952, Employee Deposit Linked Insurance Scheme 1976 and Employee Pension Scheme 1995.



- C. The contractor shall have his own ESI Code No. allotted by Employee State Insurance Corporation(ESIC) as required under Employee State Insurance Act 1948.
- D. The contractor shall submit the Challans along with bank receipts/bank statement on monthly basis for the proof of PF contribution with RPFC and ESI Contribution with ESIC.
- E. The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the Licensing Officer i.e ALC (Central), Ministry of Labor, Govt. of India at Vadodara.
- F. The contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Employee's Compensation Act 1923, and other relevant acts, rules and regulations enforced from time to time.
- G. 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 in the presence of Engineer In-Charge. After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and sign the wage register jointly.
- H. 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.
- I. 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.
- J. All personnel deployed by the contractor should be on the rolls of the contractor.
- K. No contractor worker below the age of 18 years shall be deployed on the work.
- L. The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- M. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site/work. His Work/Services will be supervised by the supervisors of contractor .contractor has to be strictly adhering to guidance, instruction whenever required.
- N. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor . Also the contractor should obtain entry passes from Security Dept. through ENGINEER-IN-CHARGE for his employees.
- O. Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.
- P. 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.
- Q. All existing and amended Security and Safety / Fire Rules of BCPL are to be followed at the work site.
- R. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and Payment of Wages Act 1936.
- S. In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. contractor shall indemnify BCPL from such liabilities.



- T. The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract manpower engaged by him from the Corporation.
- U. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a Civil Govt. Doctor.
- V. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the Plant Premises. If found under the influence of above, the owner / BCPL will terminate the contract immediately and may refer the case to police.
- W. The contractor hereby agrees to indemnify owner / BCPL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/BCPL.
- X. Following documents shall be submitted by the Agency/contractor to Engineer In- Charge at various stages during the currency of the contract:
- Y. **Immediately after issuance/receiving of Letter of Intent (LOI):**
1. Application for issuance of Form –V for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers .
 2. Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
 3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc..
 4. Copies of Appointment Letters to the persons to be engaged in BCPL by the contractor.
 5. Copies of Identity Card issued by the contractor of persons to be engaged in BCPL.
 6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
 7. Copy of Employee State Insurance(ESI) registration certificate issued by Employee State Insurance Corporation.
 8. Copies of ESI Identity Card of persons to be engaged in BCPL or where ESI Act is not applicable, Copy of Insurance coverage under Employees Compensation Act, 1923.
9. **At the time of submission of monthly bills:**
1. Copy of wage register duly certified by authorized representative of the contractor and BCPL certifying as “Certified that the amount shown in the column No. ---- has been paid to the workman concerned in my presence on ----- (date) at ----- (place)”.
 2. If wages are paid through bank, copy of bank statement duly certified by bank of previous month.
 3. Copy of Electronic Challan cum Return (ECR)/Electronic Return for the proof of remittance of Provident Fund (PF) and Employee State Insurance (ESI) contribution along with On Line Uploaded list of contract workers/members.
1. **Registers are to be maintained by the contractor:**
- a. **Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act,1936:** During the currency of the contract, the contractor has to maintain registers like:
1. Muster Roll in FORM-XVIII



-
2. Register of workmen in FORM-XIII
 3. Wage Register in FORM-XVII
 4. Register of Deductions in FORM-XX
 5. Register of Overtime in FORM-XXIII
 6. Register of Fines in FORM-XVI
 7. Register of advances in FORM-XXII
 8. Issuance and maintenance of Wage Slip in FORM XIX .
 9. Issuance of valid Identity Card by the contractor IN FORM XIV.

b. Employee State Insurance Act,1948: During the currency of Contract, the contractor has to maintain registers like:

- Register of employees in Form-6
- Accident Book in Form-11

C. At the time of closure of contract:

1. Indemnity Bond of Rs 100/- duly notarized from Notary indemnifying BCPL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund, Insurance and other payments. Performa Indemnity Bond is provided at clause 12.0.



SECTION-VIII

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



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.



- 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.

1.0 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



SECTION-VII

SCHEDULE OF RATES[SOR] ATTACHED AS A SEPARATE SHEET



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

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 FOR QUALITY CONTROL LABORATORY
AT BCPL-LEPETKATA AND LAKWA.**

TENDER NO.: BCPL/C&P/CO16W156AD/90000177)

BID SUBMISSION DUE DATE & TIME : 29.11.2016 at 1430Hrs

TO

CONTRACTS & PROCUREMENT DEPT.

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

From:

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



CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

**SUB: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY
AT BCPL-LEPETKATA AND LAKWA.**

TENDER NO.: BCPL/C&P/CO16W156AD/90000177)

BID SUBMISSION DUE DATE & TIME : 29.11.2016 at 1430Hrs.

TO

CONTRACTS & PROCUREMENT DEPT.
M/s Brahma Putra 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"



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

CUT-OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

**SUB: HIRING OF CONTRACT FOR QUALITY CONTROL LABORATORY
AT BCPL-LEPETKATA AND LAKWA.**

TENDER NO.: BCPL/C&P/CO16W156AD/90000177)

BID SUBMISSION DUE DATE & TIME : 29.11.2016 at 1430Hrs.

TO

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

From:

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