



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



# Brahmaputra Cracker and Polymer Limited

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

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246**

## TENDER DOCUMENT

FOR

**“HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX  
FOR BCPL, LEPETKATA”**

<b>Tender Submission Date &amp; Time</b>	<b>:</b>	<b>17.01.2017 at 14:30 Hrs</b>
<b>Tender Opening Date &amp; Time</b>	<b>:</b>	<b>17.01.2017 at 15:00 Hrs</b>
<b>Tender Fee</b>		<b>Not Applicable</b>
<b>EMD Amount</b>	<b>:</b>	<b>Not Applicable</b>

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR  
CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**



## IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



## TABLE OF CONTENTS

<b>SECTION-IA</b>	CHECK LIST (TO BE FILLED BY THE BIDDER)
<b>SECTION-IB</b>	INVITATION FOR BIDS [IFB]
<b>SECTION-II</b>	BID EVALUATION CRITERIA [BEC] & PRICE BID EVALUATION METHODOLOGY FOR EVALUATION OF PRICE BIDS & INSTRUCTIONS TO BIDDERS [ITB]
<b>SECTION-III</b>	GENERAL CONDITIONS OF CONTRACT [GCC]
<b>SECTION-IV</b>	SPECIAL CONDITIONS OF CONTRACT [SCC]
<b>SECTION-V</b>	SCOPE OF WORK [SOW]
<b>SECTION-VI</b>	HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS
<b>SECTION-VII</b>	OTHER FORMS AND FORMATS
<b>SECTION-VIII</b>	SCHEDULE OF RATES [SOR]



## SECTION - IA



**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA.”**

**FAQ**

**[QUESTIONS AND ANSWERS]**

<b>SL NO.</b>	<b>QUESTIONS</b>	<b>ANSWER</b>
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit BCPL's/BCPL's website: <a href="http://www.bcpltenders.in">http://www.bcpltenders.in</a> ; <a href="http://www.bcplonline.co.in">http://www.bcplonline.co.in</a> and Government portal <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> 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?	Not Applicable.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Not Applicable.
5	Whether Late bid can be considered?	No
6	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.
7	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.
8	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.
9	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience is also incorporated in tender which is a qualifying criteria of tender depending upon the job requirement.
10	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.
11	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.



## **SECTION - IB**

# **INVITATION FOR BIDS [IFB]**

### **SECTION - I**

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**



## INVITATION FOR BID [IFB]

To,

Date: 26.12.2016

### PROSPECTIVE BIDDERS

**SUB: “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

Dear Sir/Madam,

1.0 Brahmputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from eligible bidders for the subject service, 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 03 (Three) Months.
II	Tender Fee	:	Not Applicable
III	Earnest Money Deposit (EMD)	:	Not Applicable
IV	BID DUE DATE & TIME	:	17.01.2017 up-to 1430 Hrs
V	OPENING OF UNPRICED BID	:	17.01.2017 at 1500 Hrs.
VI	VALIDITY OF OFFER UPTO	:	3 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	:	Limited Domestic Competitive Bidding through Manual Mode (Under Two Bid System Basis). Tender is also uploaded in BCPL's, BCPL's Website: <a href="https://www.BCPLtenders.in">https://www.BCPLtenders.in</a> ; <a href="http://www.bcplonline.co.in">http://www.bcplonline.co.in</a> ; & Govt Website : <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a>
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	05.01.2017 at 11.00 hrs.  Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt: Diburgarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**



- 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 BCPL's website/BCPL's website (<http://BCPLtenders.in>; <http://www.bcplonline.co.in> or <http://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 BCPL'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 05.01.2017 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. 0265 2914636; Email ID: [bhaskar.barman@bcplindia.co.in](mailto:bhaskar.barman@bcplindia.co.in)

---

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**





This is not an Order.

For & on behalf of  
Brahmaputra Cracker and Polymer limited

[B J BARMAN]  
Sr. Officer [C&P]  
Ph: +91-0373-2914636  
E-mail: [bhaskar.barman@bcplindia.co.in](mailto:bhaskar.barman@bcplindia.co.in)



## SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



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

#### **BEC – Technical:**

- 1.1.1 The bidding Firm/LLP/Company should have a minimum of four (04) Chartered Accountants /Cost Accountants as partners/Paid Assistants out of which at least 2 partners should have minimum 07 years of Post-Qualification experience in Indirect Tax matters related to central Excise and Service Tax.
- 1.1.2 The bidding Firm/LLP/Company should have minimum of 06(Six) years experience prior to due date of submission in the field of Indirect taxation relating to Central Excise and Service Tax and handled assignments related to
- Consultancy/Advisory.
  - Statutory Compliance matters.
  - Appeal matters up to at least CESTAT level.

Out of total 06 (Six)experience , the bidding Firm/LLP/Company should have at least two (02) years or more during last five years of any Govt./Semi-Govt./PSU/MNC/Public Ltd. Company/Pvt. Ltd. Company having a turnover of at least Rs 100 Crore or more and engaged in manufacturing/ process industry.

- 1.1.3 The bidding Firm/LLP/Company should have average Gross receipts of 25.00 Lacs or more in last 3 financial years prior to the date of due date of submission of bid.

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

- 1.21. **Documents/Documentary Evidence required** to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at **sl. no. 1.1.1, 1.1.2 & 1.1.3:**

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents to be submitted must be <b><u>Self-Certified/Self-attested by Power of Attorney holder with seal of the Bidder</u></b> ]
	<b>1.1</b>	<b>Technical Experience Criteria – Document</b>	
1.	1.1.1	Experience to comply 1.1.1	The bidding Firm/LLP/Company must submit registration certificate along with duly filled up and certified Exhibit-1.
2	1.1.2	Experience to comply 1.1.2	The bidding Firm/LLP/Company must submit attested copies of Work Order(s) awarded to the firm is to be attached along with filled up Exhibit and Profit & Loss Account statement of the client of the Client is to be submitted for the period as mentioned in BEC clause no. 1.1.2 above.



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents to be submitted must be <b><u>Self-Certified/Self-attested by Power of Attorney holder with seal of the Bidder</u></b> ]
3.	1.1.3	Experience to comply 1.1.3	The bidding Firm/LLP/Company must submit copy of duly certified Audited Balance Sheet and Income Statement of last three financial year.
	<b>1.2</b>	<b>Financial Experience Criteria- Document: <u>(Not Required in this Tender)</u></b>	

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

- (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.

**2.0 Methodology for Evaluation of Bids:**

- 2.1 **EVALUATION:** - Bid of techno-commercially acceptable bidder will be evaluated on overall L1 basis and will be considered for award. Service tax will not be considered for evaluation.
- 2.2 In case of tie between two or more participating bidders, the experience of Public Sector undertaking will be considered.
- 2.3 **CPBG: NIL as per C&P procedure clause no. 3.2.1 (v) as a consultancy services.**
- .....



## SECTION-III

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



### SECTION-III

## INSTRUCTION TO BIDDERS

### INDEX

#### [A] GENERAL:

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

#### [B] BIDDING DOCUMENTS:

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

#### [C] PREPARATION OF BIDS:

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

#### [D] SUBMISSION OF BIDS:

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

#### [E] BID OPENING AND EVALUATION:

---

TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"



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

**[F] AWARD OF CONTRACT:**

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

**[G] ANNEXURES:**



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

**[H] FORMS & FORMATS**

**SECTION-III**

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**





**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 BCPL/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 BCPL/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 BCPL/BCPL or Public Sector Project Management Consultant (like EIL, Mecon. only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall



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

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

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

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

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

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

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

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

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

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

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

- 4 **ONE BID PER BIDDER**

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



## **5 COST OF BIDDING & TENDER FEE**

### **5.1 COST OF BIDDING**

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

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

## **6 SITE VISIT**

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. NOT APPLICABLE

## **[B] – BIDDING DOCUMENTS**

## **7 CONTENTS OF BIDDING DOCUMENTS**

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

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



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

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

## **8 CLARIFICATION OF BIDDING DOCUMENTS**

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on BCPL's/BCPL's tendering web site [<http://bcpltenders.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 BCPL's/BCPL's website [<http://bcpltenders.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:**

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**



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 SERVICE TAX**

- 13.1 Bidders are required to submit a notarized copy of the Service Tax Registration Certificate while submitting the bids wherever service tax is applicable.

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

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

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

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



- b) The base date for the purpose of applying statutory variation shall be the bid closing date.

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

***(Not applicable in this Tender except clause number 13.9, 13.10 and 13.11)***

- 13.5.1 While quoting against the tender, bidder shall have the option to decide on the method of valuation prescribed under the service tax rules, **i.e. either on actual service portion or deemed service portion.**
- 13.5.2 Wherever Service Tax is to be paid on actual service portion, the bidder(s) shall indicate the value for service portion on which the Service Tax is applicable. Wherever Service Tax is to be paid on deemed service portion as per percentage prescribed, the bidder(s) shall indicate the percentage of the gross works contract value on which Service Tax is applicable.
- 13.5.3 Wherever the bidder opts for paying Service Tax on deemed service portion, the gross works contract value for the purpose of payment of service tax shall mean the sum total of the gross amount charged for the works contract and the fair market value of all goods and services supplied in or in relation to the execution of the works contract, whether or not supplied under the same contract or any other contract. The fair market value of Free Issue Material (FIM) and services, wherever applicable, to be mentioned in the Bidding Documents
- 13.5.4 Bidders shall quote prices inclusive of all taxes and duties excluding service tax. In other words, the amount of service tax shall not be included by the bidders in their quoted price. However, bidders will indicate the details of applicable service tax as mentioned above along with the break-up of the service tax payable by him and service tax payable by Owner/ BCPL as service recipient, if applicable, as per the reverse charge rule of service tax in Form F-10 'Agreed terms & conditions'.
- 13.5.5 This is clearly stipulated that in case a bidder does not provide any of the above requisite information, his bid will be evaluated with highest applicable rate of service tax on total value of works contract.
- 13.6 Where the BCPL is entitled to avail the cenvat credit of service tax:-
- 13.6.1 Owner/BCPL will reimburse the service tax to the Contractor at actuals against submission of cenvatable invoices issued in accordance with service tax Rules to enable Owner/BCPL to claim cenvat credit of service tax paid. In case of any variation in the executed quantities, the amount on which the Service Tax is applicable shall be modified in same proportion. Swachh Bharat cess (non cenvatable) shall be paid against documentary evidence.
- 13.6.2 The benefit of Cenvat credit of service tax quoted shall be considered for evaluation of bids.
- 13.7 Where the BCPL is not entitled to avail/take the cenvat credit of service tax:





- 13.7.1 Owner/BCPL will reimburse the service tax and Swachh Bharat cess (non cenvatable) to the Contractor at actuals against documentary evidence subject to the ceiling amount of Service Tax as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which service tax is applicable will be modified on pro-rata basis.
- 13.7.2 The bids will be evaluated based on total price including applicable service tax.
- 13.8 In case of non-corporate entities, bidder is required to pay certain portion of applicable service tax and remaining portion shall be deposited by BCPL directly as per service tax act. However, in SOR, entire applicable rate/amount of service tax to be indicated by bidder.
- 13.9 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) within a period specified in Contracts/ LOA to enable BCPL to avail CENVAT credit.

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

- 13.10 Where BCPL has the obligation to discharge service tax liability under reverse charge mechanism and BCPL has paid or is /liable to pay service tax to the Government on which interest or penalties becomes payable as per Point of Taxation Rules, 2011 for any reason which is not attributable to BCPL or CENVAT credit with respect to such payments is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BCPL to Contractor.
- 13.11 **Tax Deducted at Source [TDS]**
- BCPL will release the payment to the bidder after effecting deductions (if any) as per applicable Government of India law in force.
  - BCPL will release payments to the bidder after offsetting all dues payable to BCPL by the bidder under the Contract (detailed Order / letter of award).

13.11 **Income Tax**

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

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 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- : (NOT APPLICABLE IN THIS TENDER)**

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

## **17 PRE-BID MEETING (IF APPLICABLE)**

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on BCPL'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:
- Firm Price
  - Earnest Money Deposit / Bid Security
  - Specifications & Scope of Work
  - Schedule of Rates / Price Schedule / Price Basis
  - Duration / Period of Contract/ Delivery Schedule
  - Period of Validity of Bid
  - Price Reduction Schedule
  - Contract Performance Bank Guarantee / Security Deposit
  - Guarantee / Defect Liability Period
  - Arbitration / Resolution of Dispute/Jurisdiction of Court
  - Force Majeure & Applicable Laws
  - 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 BCPL's/BCPL's website/ communicated to the bidders.

## **23 LATE BIDS**

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

## **24 MODIFICATION AND WITHDRAWAL OF BIDS**

- 24.1 Modification and withdrawal of bids shall be as follows:-
- 24.1.1 **FOR MANUAL BIDDING**



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

- 24.2 The modification shall also the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

**[E] – BID OPENING AND EVALUATION**

**26 BID OPENING**

**26.1 *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:***

---

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



- 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.
  - When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

### **31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**





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

**32 EVALUATION AND COMPARISON OF BIDS**

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

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

**34 PURCHASE PREFERENCE**

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

**[F] – AWARD OF CONTRACT**

**35 AWARD**

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

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

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

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

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

**37 SIGNING OF AGREEMENT**

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



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

### **38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

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

38.2 **The contract performance security shall be for an amount equal to 7.5% (Initial SD to be deposited @2.5% and remaining 5% to be recovered from RA Bills)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 DLP specified in Bid Data Sheet (BDS).

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

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

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

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



39.2 The Fraud Prevention Policy document is available on BCPL's/ GAIL's website ([www.bcplonline.co.in/www.gailonline.com](http://www.bcplonline.co.in/www.gailonline.com))

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

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in BCPL's/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 Udyog Aadhaar Memorandum.
- b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

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

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

#### 41 **AHR ITEMS**

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 BCPL's web site/BCPL's website: [www.BCPLonline.com/](http://www.BCPLonline.com/) [www.bcplonline.com](http://www.bcplonline.com) for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party (ies) accept (s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject (s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.



- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of ‘Conciliation’ shall be deemed to have been exhausted, even in case of rejection of ‘Conciliation’ by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

#### 46 BILLING SYSTEM

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

- (a) Top left corner of the envelope

Vendor Code: \_\_\_\_\_

LOA/PO No.: ..... Date .....

Bill/ Invoice No.: ..... Date .....

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

- (b) Address:

To,

In case of LOA/Contract	In case of PO
<b>HOD/EIC (Indenting/User Department)</b> <b>M/s Brahmputra Cracker and Polymer Limited</b> (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.	<b>HOD (C&amp;P)</b> <b>M/s Brahmputra Cracker and Polymer Limited</b> (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**



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

**49 SUBLETTING & ASSIGNMENT**

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

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

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

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

**51. 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.

.....



**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:
- Whether the management is common;
  - Majority interest in the management is held by the partners or directors of banned/ suspended firm.
  - 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) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

## **D.2 Suspension Procedure:**

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

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

## **D 3 Effect of Suspension of business:**

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

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



- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

**F. Appeal against the Decision of the Competent Authority:**

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of GCC and ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’ shall prevail.

.....



## Annexure-II

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

#### 1.0 **OBJECTIVE**

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

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

#### 2.0 **METHODOLOGY**

##### i) **Preparation of Performance Rating Data Sheet**

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of 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	<b>POOR</b>	Seek explanation for Poor performance
2.	<b>FAIR</b>	Seek explanation for Fair performance
3	<b>GOOD</b>	Letter to the concerned for improving performance in future.
4	<b>VERY GOOD</b>	No further action

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

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”



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

#### 4.0 **EXCLUSIONS:**

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

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

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

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

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

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

#### 6.0 **EFFECT OF HOLIDAY**

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 6.3. Effect on other ongoing tendering:
- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.



- 6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

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

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

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

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

**10. ERRANT BIDDER**

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



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

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

.....



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

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

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

Note:

Remarks (if any)

**PERFORMANCE RATING (\*\*)**

Note:

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR  
CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



### 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 $\leq 2$	2 marks
	3. No. of deviations $> 2$	0 marks

#### 1.3 RELIABILITY PERFORMANCE 20 Marks





<b>A.</b>	<b>FOR WORKS/CONTRACTS</b>	
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>B.</b>	<b>FOR SUPPLIES</b>	
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:**

<b>A. GENERAL</b>					
<b>ITB clause</b>	<b>Description</b>				
<b>1.2</b>	The Invitation for Bids/ Tender no is : <b>TENDER NO.: BCPL/C&amp;P/ LE16W198BB/90000246</b>				
<b>1.1</b>	The Employer/Owner is: <b>M/s Brahma Putra Cracker &amp; Polymer Limited</b>				
<b>2.1</b>	Name of the Contract: <b>HIRING OF CONSULTANT FOR SMOOTH UTILIZATION OF CENVAT TOWARDS CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA.</b>				
<b>3</b>	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
<b>B. BIDDING DOCUMENT</b>					
<b>ITB clause</b>	<b>Description</b>				
<b>4.1</b>	For <b><u>clarification purposes</u></b> only, the communication address is: Attention: SH. B J BARMAN, Sr. Officer (C&P) Street Address: <b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: <a href="mailto:bhaskar.barman@bcplindia.co.in">bhaskar.barman@bcplindia.co.in</a>				
<b>C. PREPARATION OF BIDS</b>					
<b>ITB clause</b>	<b>Description</b>				
<b>5.1.1 (u)</b>	The Bidder shall submit with its Techno-commercial/ Un-priced bid the following additional documents (SCC Refers):				

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**



6	Additional Provision for Schedule of Rate/ Bid Price are as under:  
7	The currency of the Bid shall be INR
8	The bid validity period shall be three months from final 'Bid Due Date'.
<b>D. SUBMISSION AND OPENING OF BIDS</b>	
<b>ITB clause</b>	<b>Description</b>
9	In addition to the original of the Bid, the number of copies required is one.
10	The Tender No. of this bidding process is: <b>BCPL/C&amp;P/LE16W198BB/90000246</b>
10.1	For <b><u>bid submission purposes</u></b> only, the Owner's address is : Attention: SH. B J BARMAN, Sr. Officer (C&P) /  Street Address: <b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636. Email id: <a href="mailto:bhaskar.barman@bcplindia.co.in">bhaskar.barman@bcplindia.co.in</a>
11	<b>The bid opening shall take place at:</b> Street Address: <b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



2914636.Email id: [bhaskar.barman@bcplindia.co.in](mailto:bhaskar.barman@bcplindia.co.in)

Date: 17.01.2017.

Time: 15:00 Hrs.

### E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
12	Evaluation Methodology is mentioned in Annexure-II.				
13	Compensation for Extended Stay: <table border="1" data-bbox="422 728 1085 884"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/> NO</td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/> YES</td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/> NO	NOT APPLICABLE	<input checked="" type="checkbox"/> YES
APPLICABLE	<input checked="" type="checkbox"/> NO				
NOT APPLICABLE	<input checked="" type="checkbox"/> YES				

### F. AWARD OF CONTRACT

ITB clause	Description								
14	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] <b>State: Assam</b>								
15	Contract Performance Security/ Security Deposit : NOT APPLICABLE.								
16	Public Procurement Policy for MSEs : <table border="1" data-bbox="422 1406 1085 1568"><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/> YES</td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/> NO</td></tr></table> <p>Whether tendered item is non-split able or not-divisible : <b>(Non-split able)</b></p> <table border="1" data-bbox="422 1729 1085 1890"><tr><td>YES</td><td><input type="checkbox"/></td></tr><tr><td>NO</td><td><input type="checkbox"/></td></tr></table>	APPLICABLE	<input checked="" type="checkbox"/> YES	NOT APPLICABLE	<input checked="" type="checkbox"/> NO	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/> YES								
NOT APPLICABLE	<input checked="" type="checkbox"/> NO								
YES	<input type="checkbox"/>								
NO	<input type="checkbox"/>								

TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"



17	Provision of AHR Item :	APPLICABLE	YES
		NOT APPLICABLE	NO
Clause no. 27.3 of GCC	Bonus for Early Completion:	APPLICABLE	NO
		NOT APPLICABLE	YES



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

# FORMS & FORMAT

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**



## **LIST OF FORMS & FORMAT**

<b>Form No.</b>	<b>Description</b>
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	BIDDER'S QUERIES FOR PRE BID MEETING
F-18	E-BANKING FORMAT
F-19	PPP CLAUSE APPLICABILTY
F-20	FORM-32



**BIDDER'S GENERAL INFORMATION**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR  
BCPL, LEPETKATA.**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

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	_____

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR  
CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**





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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



**BID FORM**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

[Signature of Witness]

Name of Witness:

Address:

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**



**LIST OF ENCLOSURES**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR  
BCPL, LEPETKATA.**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

**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(Not Applicable)
3. Document showing Financial Situation Information as sought in enclosed format F-16(Not Applicable)
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(Not Applicable)
7. Power of Attorney
8. Duly certified document by POA

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

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR  
CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



**NOT APPLICABLE IN THIS TENDER.**

**F-4**

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

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

Dear Sir (s),

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

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

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

We, the -----Bank at-----having our Head Office -----

----- (Local Address) guarantee and undertake to pay immediately on demand without recourse to the bidder by Brahmputra Cracker & Polymer Limited., the amount -----

----- without any reservation, protest, demur and recourse. Any such demand made by BCPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain, valid up to----- (This date should be 180 days

(One hundred & eighty days) after the date finally set out for closing of tender). If any further extension of this

guarantee is required the same shall be extended to such required period on receiving instructions from M/s-----

----- on whose behalf this guarantee is issued.

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

-----day of -----201 ----- at -----

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per \_\_\_\_\_

Power of Attorney No.

Date: \_\_\_\_\_

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR  
CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



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

.....



LETTER OF AUTHORITY

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

Ref:  
To,

Date:

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA.**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

**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/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



**"NO DEVIATION" CONFIRMATION**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

---

**SUB: HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR  
BCPL, LEPETKATA.**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

**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/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR  
CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA.**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

**Dear Sir,**

We hereby confirm that we are not on 'Holiday' by BCPL/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/BCPL or the Ministry of Petroleum and Natural Gas.

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

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

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

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

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**





**CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA.**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

**Dear Sir,**

If we become a successful Bidder and pursuant to the provisions of the Bidding Documents, award is given to us for the tender for “

\_\_\_\_\_”, the following Certificate shall be automatically enforceable:

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**



**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

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



- \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
  3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
  4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
  5. This guarantee shall be irrevocable and shall remain valid 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 CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR  
BCPL, LEPETKATA.**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

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

---

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR  
CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable Service Tax & Edu. Cess there on, Swachh Bharat Cess	As mentioned in SOR
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.	NOT APPLICABLE IN THIS TENDER
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.	NOT APPLICABLE IN THIS TENDER.
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	Not Applicable
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
13.	Confirm that Annual Reports for the last three financial YEARS are furnished along with the Un-priced Bid.	Not Applicable
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 none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20	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.	Not Applicable
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 <b>FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE</b>	Not Applicable

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**





		<b>BIDDER</b> at Format-16.	
<b>30</b>		Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
<b>31</b>		Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
<b>32</b>	<b>a</b>	MSME Clause/PPP relevant document (If applicable)	
	<b>i</b>	SC/ST along with proof	
	<b>ii</b>	<b>Chartered Accountant /Statutory Auditor Certificate</b>	
	<b>iii</b>	Proof of nature of firm	
	<b>b</b>	Confirm that Enterprise Memorandum (EM)-II has been submitted in case of MSE covering the item/service quoted for	
	<b>c</b>	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	<b>YES/NO</b>

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 CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA.**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

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/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



**UNDERTAKING ON LETTERHEAD**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

---

**SUB: HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR  
BCPL, LEPETKATA.**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

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:

---

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR  
CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**



**BIDDER'S EXPERIENCE**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR  
BCPL, LEPETKATA**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR  
CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



**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		

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**



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).		Not Applicable
-----	--	--	----------------

## DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value	<b>NOT APPLICABLE</b>		
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	<b>Duly certified by the Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder's company/firm) <b>AND Notary Public</b> with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/NA	NO
	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)</i>	<i>Bidder must submit copies of relevant "Work Order(s)/ Contract(s)" and "Completion Certificates(s)/Proof of successful execution of the same "Work Order(s)/ Contracts" issued by client / end user / owner. Copy of Completion Certificate / Execution Certificate must indicate reference no. of work order &amp; date, actual date of contract started &amp; completed and actual executed quantity of work order, etc along with the un-priced bid.</i>	YES	NO
	ORDER COPY	Duly CERTIFIED by <b>POA HOLDER OF BIDDER</b> with LEGIBLE stamp	YES	NO
	ORDER COPY	Duly NOTARISED by <b>POA HOLDER OF BIDDER</b> with legible stamp	YES	NO
	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
	COMPLETION/EXECUTION CERTIFICATE	Duly CERTIFIED by <b>POA HOLDER OF BIDDER</b> with LEGIBLE stamp	YES	NO
	COMPLETION/EXECUTION CERTIFICATE	Duly NOTARISED by <b>POA HOLDER OF BIDDER</b> with legible stamp	YES	NO
6.	Tender Document signed & stamped	Signed & stamped all pages ALONGWITH UNPRICED BID.	YES	NO
7.	SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
8.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO

**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.**

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



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

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



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

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

**NB:**

- 1. All documents [to be submitted] are required to be Certified/Attested by POA Holder of Bidder 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]
<b>A</b>	1 <sup>st</sup> 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>B</b>	2 <sup>nd</sup> Order/	<b>Description</b>	<b>Details [to be mentioned by the bidder]</b>

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**





LOI/Contract			
B1		Name of Order issuing Agency/Client/Owner/Company	
B2		Order No. & Date	
B3		Brief Details/Name (Nature) of Supply	
B4		Contract/Order Value (in Rs.)	
B5		Period of Contract/ Order	
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc	_____ _____ _____ _____ _____
C	3 <sup>RD</sup> 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	4 <sup>th</sup> Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**



D1		Name of Order issuing Agency/Client/Owner/Company	
D2		Order No. & Date	
D3		Brief Details/Name (Nature) of Supply	
D4		Contract/Order Value	
D5		Period of Contract/ Order	
D6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

**TENDER NO: BCPL/C&P/ LE16W198BB/90000246 FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA"**



**(NOT APPLICABLE IN THIS TENDER)**

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

(To be provided on Bank's letter head)

Date:

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

-----  
-----  
-----

Dear Sir,

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

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

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

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

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



**(NOT APPLICABLE IN THIS TENDER)**

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

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

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

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

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :**

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

Name of Audit Firm:  
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 CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR  
BCPL, LEPETKATA.**

**TENDER NO.: BCPL/C&P/ LE16W198BB/90000246**

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 Brahma Putra 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 Brahma Putra 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.





**THE ASSAM VALUE ADDED TAX RULES, 2005**  
**FORM-32 [See Rule 28(3)]**  
**FORM OF PARTICULARS TO BE SUBMITTED BY THE CONTRACTEE**

To,  
THE ASSISTANT COMMISSIONER OF TAXES  
DIBRUGARH

Sir,

Whereas I/We Brahmputra 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. Brahmputra 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]**

**ATTACHED SEPARATELY**



# SECTION-V

## SPECIAL CONDITIONS OF CONTRACT [SCC]



**SECTION-V**  
**SPECIAL CONDITIONS OF CONTRACT [SCC]**

**1.0 GENERAL**

- 1.1. The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, specifications, drawings and any other documents forming part of contract whatsoever context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes. Every part of each section shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2. Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3. Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4. The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5. The intending bidders shall be deemed to have visited the site and also gone through General Conditions of Contract available at our office & BCPL's website (<http://www.bcplonline.co.in>).
- 1.6. Non-familiarity with site condition and unawareness of General Conditions of Contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.

**2. SITE-INFORMATION**

- 2.1. It is understood that before quoting the 'rates / prices', the Bidder has visited the work-site and has acquainted himself fully with the nature and quantum of job / work to be carried out by him in case of award of Contract – Ignorance of this will not be considered after the award of Contract. The Contractor will be responsible to complete the entire job / work in all respects, including any other work necessary to complete the job satisfactorily, though specifically not covered in "Scope of Work & Technical Specifications"

**3. DURATION/PERIOD OF CONTRACT**

- 3.1. The 'Duration / Period of Contract for all jobs listed under “specification & scope of work “and “schedule of rates” shall be **One Years**, which shall be reckoned from the date of issue of LOI or as may be mentioned in the LOI/LOA. Work shall be carried on Sundays & Holidays and also into extra hours if required as per the direction of BCPL.

**4. CONTRACT VALUE**



- 4.1 The 'Contract Value' shall be as per the 'quoted/accepted rates' in the "SOR", inclusive of all taxes [except Service Tax & Cess thereon, which shall be payable extra at actual by BCPL], duties, levies, statutory payments, license fees, etc. imposed by the Government of Gujarat, Works Contracts, etc.
- 4.2 Quantities shown in the "SOR" are only indicative / tentative and the same may be subjected to variation in both ways – minimum value of work is not guaranteed. The Contractor shall not seek any revision in the 'quoted rates/prices' on account of any such variation(s) in quantities.

## 5 **VALIDITY OF QUOTED RATES/PRICES**

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

## 6. **SCHEDULE OF RATES [SOR]**

- 6.1 The "Schedule of Rates [SOR]" shall be read in conjunction with "SCC", "GCC", "Scope of Work" and any other document forming a part of this Contract. The quantities indicated in the "SOR" for the various items are only approximate / indicative, and are subject to variations on both ways, as per the stipulation made in "GCC".
- 6.2 BCPL reserves the right to interpolate or extrapolate the rates for any new item of work not covered in "SOR" from the similar items already available in "SOR". All the works, item-wise, shall be measured upon completion and paid for at the contracted rates. In case, any activity, though specifically not covered in the "SOR" description, but the same is covered under "Scope of Work", etc., no extra claim on this account shall be entertained [as "SOR" is to be read in conjunction with other documents forming part of the Contract].
- 6.3 All items of work mentioned in "SOR" shall be carried out as per the specifications, relevant codes and instructions of "EIC", and the 'quoted rates' shall be deemed to be inclusive of all materials, consumables, labor, supervision, tools and tackles, cost of various tests, inspections as well as preparatory, incidental, intermediate / auxiliary / ancillary or enabling works.

## 7 **TAX LIABILITIES – Please refer ITB of Tender Document.**

## 8 **TERMS OF PAYMENT**

- 8.1 The payments of 'Running Bills' shall be released only through 'e-banking' by "In-charge [F&A] – BCPL, Lepetkata", within 'fifteen [15] days' of submission of Bills, and payments against 'Final Bill' will be made within '120 [one hundred and twenty] days' of submission of 'Final Bill', duly verified & certified by "EIC/ BCPL's authorized representative(s)".
- 8.2 Payment shall be released only through 'e-banking' by "In-charge [F&A] –BCPL verified and certified by "EIC". No other mode of payment is acceptable. Contractor while submitting their bid should indicate their account in any bank that has the e-banking facility.
- 8.3 Necessary recoveries and all statutory deductions shall be made from the payments to the Contractor at the relevant rates [as per the norms, rules and regulations laid down by Government].
- 8.4 The Contract Performance Security / Security Deposit (if any) of the contractor shall be forfeited, if any statement / documents furnished by the successful bidder /contractor is found false and/or fabricated.



- 8.5 The Contract Performance Security / Security Deposit (if any) as above, after adjustment of any dues to BCPL, which may arise during the execution of the Contract, shall be refunded after expiry of the “Defect Liability Period”.
- 8.6 Income Tax & other taxes as applicable shall be deducted at source from the contractor’s bill as per latest tax rules.
- 8.7 The payment shall be released by Chief Manager (F&A) BCPL, Lepetkata. The invoice shall contain the following details as per service tax rules.

1. ADDRESS OF THE SERVICE PROVIDER
2. BILLING ADDRESS: BCPL (India) LTD, Manisha Circle, Old Padra Road, Lepetkata 390015
3. SERVICE TAX REGISTRATION NO.
4. SERVICE REGISTERED
5. INVOICE / BILL NO
6. INVOICE /BILL DATE
7. SERVICE TAX AMOUNT
8. SIGNATURE OF AUTHORISED SIGNATORY
9. PAN NO.

- 8.8 **PAYING AUTHORITIES**  
HoD (F&A) BCPL, Lepetkata shall be the paying authority for this Contract.

## **9 CONTRACT AGREEMENT**

- 9.1 The Contractor shall execute a Contract Agreement [as per the pro forma given in this Tender Document] strictly within 'fifteen [15] days' from the receipt of this "Letter of Acceptance [LOA]". The same shall be executed on a non-judicial stamp paper of appropriate value and of Gujarat State only. The cost of stamp paper shall be borne by the Contractor.

## **10. ENGINEER-IN-CHARGE [EIC]**

- 10.1 "HOD [F&A Department, BCPL, Lepetkata]" shall nominate the "Engineer-in-Charge [EIC]" for the work under the Contract.
- 10.2 The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not conform to the requirement.
- 10.3 The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final.
- 10.4 The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work and/or "SOR" shall be final and binding on the Contractor.

## **11. TERMINATION OF CONTRACT**

- 11.1 In case, the Contractor's performance is not found satisfactory as per the opinion of "EIC" at any point of time during the Contract, the Contract may be terminated by giving a fifteen [15] days' notice. Any loss incurred by the Owner / BCPL on this account shall be recovered from the Contractor. BCPL may engage another agency to complete pending



jobs under this Contract at the risk and cost of the Contractor. If it is observed that work cannot be completed within the stipulated time, BCPL may get the work done through other agency(s) at the risk and cost of the Contractor.

- 11.2 Without prejudice to any rights under this Contract, if the Contractor dies, the "EIC" on behalf of the BCPL shall have the option of terminating the Contract without compensation to the Contractor.

#### 14. Quality of work & supervision

Contractor shall maintain 1<sup>st</sup> class workmanship for all the work & execute the work in expert supervision. He should provide access to EIC / BCPL representative at all time for quality check of works. Job should be carried out under supervision of qualified engineers.

#### 15. EXTRA ITEMS

If any job required carrying out for completing the whole work but the item is not available in SOR then that will be treated as Extra Item. Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Engineer-in-Charge.

The rate for extra item/substituted item of work, ordered to be operated/ executed shall be derived as under :

- If the item of work is similar to the item for which, the bidder has quoted rates in SOR, the quoted rate shall be applicable.
- If the rate of item does not appear in the SOR, the rate shall be derived from similar item of work indicated in SOR.
- The rate for those items of work which cannot be derived from quoted rates in the SOR shall be derived from the prevailing market rate of material and labor + 10% towards contractor's overhead and profit. The opinion of EIC as to the current market rates for material and the quantum of labor and material involved per unit shall be final and binding to the contractor.

The contractor shall submit voucher/ quotations in proof of rates paid/ likely to be paid for material and labor.

**ALL OTHER TERMS & CONDITIONS OF THE CONTRACT SHALL BE AS PER "GENERAL CONDITIONS OF CONTRACT [GCC]" (REFER "SECTION-III").**

**PRIOR TO SUBMISSION OF 'OFFER/BID', BIDDER MUST VISIT THE " TO ASSESS THE 'NATURE & QUANTUM OF WORK' ACTUALLY INVOLVED**

.....



## SECTION-VI

# SCOPE OF WORK [SOW]





## **SCOPE OF WORK**

### **Quarterly review of (Para-A)**

- a) The Output billing to ensure that discharge of excise duty has been done appropriately.
- b) The input/Capital Goods/services billing to ensure correct recording of credit and to identify discrepancies if any in the invoices/system so that corrective action can be taken accordingly.
- c) Verification of Service Tax liability including liability under Reverse Charge.
- d) Necessary records & returns as required to be filed as per Excise, Service Tax & Custom Laws.

### **Advisory services (Para-B):**

The advisory services shall include the following:

- a) Answers to various queries raised by BCPL supported with legal provisions oral or written, as desired
- b) Analysis and advisory on Central Excise, Service Tax related issues in general, especially in relation to the area based exemptions and refunds available under applicable North East area based exemption notification.20/2007-Central Excise (or any other such scheme).
- c) Guidance on preparation and maintenance of returns or statutory records, where sought.
- d) Advice on the procedural issues of the aforementioned laws, where sought.
- e) Advice and assistance for preparing the proper response to the queries raised by the department time to time in respect of above mentioned laws.
- f) Handling queries of Department jurisdictional and audit officers relating to Central Excise and Service Tax.
- g) Advisory on various amendments in the statutes, rules, revision in tariffs, classification, board circulars, etc. which may affect day to day operations.

### **Litigation Support (Para-C):**

The Litigation support services shall include the following:

- Review of the orders, if any, issued by the authorities and determining in conjunction with applicable laws, the need to challenge such orders in appeal, if required.



- Review of the original or appellate orders issued by Adjudication authorities/ Appellate authorities / Courts and determining in conjunction with applicable laws, the need to take up future course of action, if any, in respect of such orders.
- Drafting of Reply and other submissions in course of adjudication (Limited to departmental queries / Show Cause Notices)

**Exclusions from scope of work:**

The following services shall be undertaken as mentioned below for which separate fees shall be charged as and when services required:

- Appearances in Personal hearings thereof with respect to any adjudication (against proceedings under Show Cause Notices)
- Drafting of appeals, wherever required and the appearance before the jurisdictional Departmental Authorities / Tribunals.
- Any type of statutory review or special system based audits for process control analysis/ tax health assessment/ due diligence/ contingent liability review/ ERP validation audits/ migration audits etc.





Format F-6

**‘PROFORMA’ FOR CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 [MSMED ACT 2006]”**

**TENDER NO. BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**

1. You may aware that “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) has been come into force w.e.f. 2<sup>nd</sup> October 2006, which has repealed the provisions of the old Act regarding Small Scale Industrial undertakings.
2. As per the MSMED Act, Enterprises engaged in the manufacture / production of goods or rendering / providing of services are to be classified into Micro, Small and Medium enterprises based on the investment in plant and machinery/equipment.
3. Such Enterprises are required to file a memorandum in the prescribed form to the appropriate authority as mentioned in the MSMED Act.
4. The term Enterprises stated in the above paragraph includes Proprietorship, Hindu undivided family, Association of persons, Cooperative Society, Partnership firms, undertaking or any other legal entity.
5. For your ready reference, the definitions of Micro, Small and Medium enterprises are given below:

**Classification of enterprises engaged in:**

- (a) Manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act 1951 as:

Nature of Enterprise	Investment in Plant & Machinery (#)
Micro	Does not exceed Rs. 25 Lacs
Small	More than Rs. 25 Lacs but does not exceed Rs. 5 Crores
Medium	More than Rs. 5 Crores but does not exceed Rs. 10 Crores

- (b) Providing or rendering services:

Nature of Enterprise	Investment in Equipment
Micro	Does not exceed Rs. 10 Lacs
Small	More than Rs. 10 Lacs but does not exceed Rs. 2 Crores
Medium	More than Rs. 2 Crores but does not exceed Rs. 5 Crores

(#) In calculating the investment in plant & machinery, the cost of pollution control, research and development, industrial safety devices and such other items as may be specified will be excluded

6. **You are therefore requested to fill the “Format” [Proforma attached] and submit the same along with proof of valid document/ certificate [indicating registration no.] in your offer. In case same is not submitted along with your offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.**



Format - 6 (A)

**CONFIRMATION ON APPLICABILITY OF “MICRO, SMALL AND MEDIUM ENTERPRISES  
DEVELOPMENT ACT, 2006 (MSMED ACT 2006)**

**TENDER NO. BCPL/C&P/ LE16W198BB/90000246 FOR “HIRING OF CONSULTANT FOR  
CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**

1. We confirm that provisions of “Micro, Small and Medium Enterprises Development Act 2006” (‘MSMED’) are applicable to us and our organization falls under the definition of:

a. **Micro Enterprise** - [ ]

b. **Small Enterprise** - [ ]

c. **Medium Enterprise** - [ ]

(Please put a tick in the appropriate box)

2. Copy of proof of valid document/ certificate [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

Place:  
Date:

Signature of Authorized Signatory  
Name:  
Designation:  
Seal:

**Note: In case above Format along with proof of valid document/ certificate [indicating registration no.] is not submitted in offer, it will be presumed that your organization is not a micro, small or medium enterprises as per the provisions of MSMED Act 2006 and consequently you will not be eligible to the benefits admissible under the MSMED Act 2006.**



# SECTION-VII

## SCHEDULE OF RATES [SOR]



## **SECTION-VII**

# **SCHEDULE OF RATES [SOR]**

**Tender No. BCPL/C&P/ LE16W198BB/90000246**

**Name of Work : “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**

**Name of Bidder: M/s. \_\_\_\_\_**

Sl.	Nature of services	Unit	Qty.	Unit Rate (in Rs.)	Amount (in Rs.)
1	Fess for Quarterly review of (Para-A) to scope of Work against submission of quarterly review report	Quarter	4		
2	Fees for Advisory services (Para-B) to scope of Work	Months	12		

<b>Total Amount(Basic Order Value) (Rs.) :</b>	
<b>% (Percentage) Of Service Tax Applicable:</b>	
<b>Amount Of Service Tax (Rs.)</b>	
<b>Grand Total (Rs.) if figure :</b>	
<b>Grand Total (Rs.) in words :</b>	

Place:  
Date:

(Signature of Authorized Signatory)  
Name:  
Designation:  
Seal:

**NOTE:**

- i. Only original copy of price bid should be submitted in price part of the bid and no condition whatsoever should be mentioned in the price bid. Duplicate copy of price part need not be submitted. However, in case the bidder submits price in original along with duplicate copy, no cognizance shall be given to duplicate copy of price bid.
- ii. Rate quoted by the party against individual SOR items will remain fixed and firm throughout the contract duration and will not be liable to any changes under any circumstances whatsoever. Service Tax will be paid as extra at actual.
- iii. The above rates are inclusive of all taxes and duties including journey fare (to & fro), local conveyance expenses, except service tax.



- iv. Accommodation and food facility will be provided by BCPL. If BCPL is unable to provide the same then actual expenses will be reimbursed against documentary evidence towards accommodation and food subject to a maximum of Rs 2500/- per person.
- v. For Part C to scope of work separate fees will be paid by BCPL on case to case basis depending upon requirement by BCPL.

Place:

Date:

**(Signature of Authorized Signatory)**

Name:

Designation:

Seal:



## **SCHEDULE OF RATES [SOR]**

**Tender No. BCPL/C&P/ LE16W198BB/90000246**

**Name of Work : “HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR BCPL, LEPETKATA”**

**Name of Bidder: M/s. \_\_\_\_\_**

Sl.	Nature of services	Unit	Qty.	Unit Rate (in Rs.)	Amount (in Rs.)
1	Fess for Quarterly review of (Para-A) to scope of Work against submission of quarterly review report	Quarter	4		
2	Fees for Advisory services (Para-B) to scope of Work	Months	12		

<b>Total Amount(Basic Order Value) (Rs.) :</b>	
<b>% (Percentage) Of Service Tax Applicable:</b>	
<b>Amount Of Service Tax (Rs.)</b>	
<b>Grand Total (Rs.) if figure :</b>	
<b>Grand Total (Rs.) in words :</b>	

Place:

Date:

(Signature of Authorized Signatory)

Name:

Designation:

Seal:

### **NOTE:**

- Only original copy of price bid should be submitted in price part of the bid and no condition whatsoever should be mentioned in the price bid. Duplicate copy of price part need not be submitted. However, in case the bidder submits price in original along with duplicate copy, no cognizance shall be given to duplicate copy of price bid.
- Rate quoted by the party against individual SOR items will remain fixed and firm throughout the contract duration and will not be liable to any changes under any circumstances whatsoever. Service Tax will be paid as extra at actual.
- The above rates are inclusive of all taxes and duties including journey fare (to & fro), local conveyance expenses, except service tax.





- iv. Accommodation and food facility will be provided by BCPL. If BCPL is unable to provide the same then actual expenses will be reimbursed against documentary evidence towards accommodation and food subject to a maximum of Rs 2500/- per person.
- v. For Part C to scope of work separate fees will be paid by BCPL on case to case basis depending upon requirement by BCPL.

Place:  
Date:

**(Signature of Authorized Signatory)**  
Name:  
Designation:  
Seal:



## CUT OUT SLIP

**PART – I: "UNPRICE BIDS WITH ALL SUPPORTING & CREDENTIALS TO BEC & RFQ WITH TENDER DOCUMENT"**

**DO NOT OPEN – THIS IS A QUOTATION**

**TENDER NO. BCPL/C&P/ LE16W198BB/90000246  
FOR "HIRING OF CONSULTANT FOR S CENTRAL EXCISE AND SERVICE TAX FOR  
BCPL, LEPETKATA"**

**BID SUBMISSION DUE DATE & TIME : 17.01.2017 at 14-30 Hrs**

**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: Dibrugarh, Assam, Pin  
Code: 786006, Phone no. 0373 2914636.

**TO BE PASTED ON THE OUTER ENVELOPE**



## CUT OUT SLIP

### PART – II: "DULY FILLED IN PRICE IN PRICE-BID SCHEDULE" OF TENDER

DO NOT OPEN – THIS IS A QUOTATION

TENDER NO. BCPL/C&P/ LE16W198BB/90000246  
FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR  
BCPL, LEPETKATA"

BID SUBMISSION DUE DATE & TIME : 17.01.2017 at 14-30 Hrs

TO

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

TO BE PASTED ON THE OUTER ENVELOPE

## CUT OUT SLIP



## **PART – III: "ORIGINAL POWER OF ATTORNEY"**

**DO NOT OPEN – THIS IS A QUOTATION**

**TENDER NO. BCPL/C&P/ LE16W198BB/90000246  
FOR "HIRING OF CONSULTANT FOR CENTRAL EXCISE AND SERVICE TAX FOR  
BCPL, LEPETKATA"**

**BID SUBMISSION DUE DATE & TIME : 17.01.2017 at 14-30 Hrs**

**TO**

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.

**TO BE PASTED ON THE OUTER ENVELOPE**