



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



## ब्रह्मपुत्र क्रैकर एंड पॉलिमर लिमिटेड

(भारत सरकार का उपक्रम)

प्रशासनिक भवन, पो.ओ. लेपेटकटा

जिला : डिब्रूगढ़, असम

पिन कोड -786006

दूरभाष : 0373 2914636

# Brahmaputra Cracker and Polymer Limited

(A Government of India Enterprise)

ADMINISTRATIVE BUILDING, PO: LEPETKATA

DISTT.: DIBRUGARH, ASSAM

PIN CODE:786006

PHONE NO. 0373 2914636

**e -TENDER NO: BCPL/C&P/LE20W171MK/01621**  
**dated 24.02.2021**

(Tender to be submitted in e-mode only)

## TENDER DOCUMENT FOR

**SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC  
SYSTEM INSTALLED AT BCPL, LEPETKATA**

|                                                                |   |                          |
|----------------------------------------------------------------|---|--------------------------|
| निविदा जमा करने की तिथि व समय<br>Tender Submission Date & Time | : | 16.03.2021 at 14:30 Hrs. |
| निविदा खोलने की तिथि व समय<br>Tender Opening Date & Time       | : | 17.03.2021 at 15:00 Hrs. |
| Pre Bid meeting Date & Time                                    | : | 03.03.2021 at 15:00 Hrs. |
| Tender Fee                                                     | : | Not Applicable           |
| EMD Amount                                                     | : | Not Applicable           |



## IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



**e-TENDER NO:BCPL/C&P/LE20W171MK/01621FOR “SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC SYSTEM INSTALLED AT BCPL, LEPETKATA”**

**अक्सर पूछे जाने वाले प्रश्न / FREQUENTLY ASKED QUESTIONS**

**[QUESTIONS AND ANSWERS]**

| SN. | QUESTIONS                                                                                                                                                                               | ANSWER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Where the bidder can see the Tender floated by BCPL?                                                                                                                                    | Yes, please visit GAIL's/BCPL's website: <a href="http://www.gailtenders.in">http://www.gailtenders.in</a> ; <a href="http://www.bcplonline.co.in">http://www.bcplonline.co.in</a> and Government portal <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> for complete details of tender document including qualifying requirements, important dates, etc.                                                                                                                                                      |
| 2   | Whether Hard copy of Bids are acceptable?                                                                                                                                               | No, Bids shall be submitted only through e-tender mode in the E-TENDER PORTAL in the manner specified elsewhere in tender document (SECTION-III → Annexure – III). No Manual/ Hard Copy (Original) of offer/bid is acceptable.                                                                                                                                                                                                                                                                                                                         |
| 3   | In case of Domestic e-Tender, whether there is sale of Tender Document?                                                                                                                 | Sale of tender document is not applicable. However, Tender fee shall be applicable in case of open tender.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4   | Whether EMD are prerequisite for qualification of bidder in any tender?                                                                                                                 | NOT APPLICABLE refer F-20 declaration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5   | Is there any guideline / instructions how to prepare EMD and Security Deposit?                                                                                                          | Yes, Please refer instructions for participation in E-Tender & ITB Section of Tender Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6   | In case of e-tender, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in e-tender portal by the bidder?                       | NOT APPLICABLE refer F-20 declaration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 7   | If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not ? | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8   | Is there any exemption in submission of EMD and Security Deposit?                                                                                                                       | (i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 21.05.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for |



| SN. | QUESTIONS                                                                                                                                                                       | ANSWER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                                                                                                                                                 | procurement of goods & services against submission of Valid NSIC Certificate/DIC <b>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.</b> MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy".<br><br><b>(ii) There is no exemption in submission of SD (Security Deposit).</b> |
| 9   | Whether PSU (Public Sector Undertaking) are exempted from submission of EMD                                                                                                     | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 10  | Whether Late bid can be considered?                                                                                                                                             | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 11  | Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any) pertaining to that tender?                                       | Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.                                                                                                                                                                                                                                                                                              |
| 12  | Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?                              | Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.                                                                                                                                                                                                                                                                                                                                                                                               |
| 13  | In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender? | BEC is included in tenders floated on Open Tender/Limited Tender basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 14  | Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?                                         | Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.                                                                                                                                                                                                                                                 |
| 15  | Whether BEC can be relaxed for any bidder after opening of Bids?                                                                                                                | No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.                                                                                                                                                                                                                                                                                                                                                                                          |
| 16  | Whether BEC can be modified after opening of Bids?                                                                                                                              | Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 17  | In which case mobilization advance is given and incorporated in payment                                                                                                         | Mobilization advance invariably not allowed in any tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |



| SN. | QUESTIONS                                                                                | ANSWER                                                                                                                                                                                                                                                           |
|-----|------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | term of tender document?                                                                 | Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.                                                  |
| 18  | Which Operating System, bidder to opt for uploading of E-bid in e-Tender portal of BCPL? | Bidder must possess a PC / Laptop with Windows7 professional operating system and Internet Explorer 9 or above for hassle free bidding.<br><br><b>PC Security System to be changed /adjusted as per Ready reckoner available in home page of e-tender portal</b> |

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

- i) Demand Draft towards Tender Fee (Not applicable in this tender)**
- ii) EMD / Bid Security: (NOT APPLICABLE refer F-20 declaration)**
- iii) Micro or Small Enterprises (MSE) Certificate / Entrepreneurs Memorandum-II (EM-II) towards PPP benefits)**
- iv) Power of Attorney**



## विषय -सूची TABLE OF CONTENTS

|                           |                                                                                                                                                                                                                                |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| भाग- I<br>SECTION – I     | बोली हेतु आमंत्रण (आईएफबी)<br>INVITATION FOR BIDS (IFB)                                                                                                                                                                        |
| भाग- II<br>SECTION – II   | बोली मूल्यांकन मानदंड (बीईसी) और मूल्य बोली मूल्यांकन कार्यप्रणाली<br>BID EVALUATION CRITERIA (BEC) & PRICE BID<br>EVALUATION METHODOLOGY                                                                                      |
| भाग- III<br>SECTION – III | बोलीदाताओं के लिए निर्देश (आईटीबी) और प्रारूप ) <u>बोली-प्रक्रिया डेटा पत्रक</u><br><u>) बीडीएस (के साथ पढ़ा जाए)</u><br>INSTRUCTIONS TO BIDDERS (ITB) AND FORMATS (TO BE<br>READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS) |
| भाग- IV<br>SECTION – IV   | संविदा की सामान्य शर्तें (जीसीसी)<br>GENERAL CONDITIONS OF CONTRACT (GCC)                                                                                                                                                      |
| भाग- V<br>SECTION – V     | तकनीकी विनिर्देश और संविदा की विशेष शर्तें<br>SPECIAL CONDITIONS OF CONTRACT& SCOPE OF WORK,<br>TECHNICAL SPECIFICATIONS (ANNEXURE-1),                                                                                         |
| भाग- VI<br>SECTION – VI   | दर अनुसूची (एसओआर)<br>SCHEDULE OF RATES (SOR)                                                                                                                                                                                  |



**भाग- I**  
**SECTION – I**

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



## INVITATION FOR BID [IFB]

To,

Dt. 24.02.2021

### PROSPECTIVE BIDDERS

**SUB: SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC SYSTEM INSTALLED AT BCPL, LEPETKATA”**

**E-Tender NO.: BCPL/C&P/LE20W171MK/01621**

**Dear Sir/Madam,**

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

2.0 The brief details of the tender are as under:

|      |                                                 |   |                                                                                                                                                                                                                                                                                                                                                                                                |
|------|-------------------------------------------------|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I    | PERIOD OF CONTRACT/<br>DELIVERY SCHEDULE/PERIOD | : | Period of Contract will be <b>24 months</b> , reckoned from the date of issuance of LOA or from the date of start of job at BCPL, Lepetkata site. [as per SCC]                                                                                                                                                                                                                                 |
| II   | TENDER FEE                                      | : | <b>NOT APPLICABLE</b>                                                                                                                                                                                                                                                                                                                                                                          |
| III  | EARNEST MONEY DEPOSIT<br>(EMD)                  | : | <b>NOT APPLICABLE</b> refer F-20 declaration                                                                                                                                                                                                                                                                                                                                                   |
| IV   | BID DUE DATE & TIME                             | : | <b>16.03.2021 upto 14:30 Hrs</b>                                                                                                                                                                                                                                                                                                                                                               |
| V    | OPENING OF UNPRICED BID                         | : | <b>17.03.2021 at 15:00 Hrs.</b>                                                                                                                                                                                                                                                                                                                                                                |
| VI   | VALIDITY OF OFFER UPTO                          | : | <b>90 days from the date of opening</b>                                                                                                                                                                                                                                                                                                                                                        |
| VII  | VENUE FOR OPENING OF<br>UNPRICED BIDS           | : | Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department,<br><b>Administrative Building, PO: Lepetkata, Dist.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.</b>                                                                                                                                                                               |
| VIII | MODE OF TENDERING                               | : | Limited Domestic Competitive <b>e-Bidding (Under Two Bid System Basis)</b> with uploading in GAIL's/BCPL's Website:<br><a href="https://www.gailtenders.in;">https://www.gailtenders.in;</a><br><a href="http://www.bcplonline.co.in;">http://www.bcplonline.co.in;</a> Govt. Website:<br><a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> ; NIC Portal |
| IX   | DATE AND TIME OF PRE- BID<br>CONFERENCE VENUE   | : | <b>03.03.2021 at 15:00 hrs.</b><br>Brahmaputra Cracker and Polymer Limited, C&P Department, <b>Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.</b>                                                                                                                                                                                   |

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



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

- i) EMD/Bid Security; MSE document (if applicable)
- ii) Power of Attorney

- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <https://etenders.gov.in/e procure/app>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled **on 03.03.2021 at 15:00 HOURS** in **Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.**, to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Chief Manager (C&P) / Manager (C&P), Phone No. 0265 2914636; Email ID: [mkbinjola@bcplindia.co.in](mailto:mkbinjola@bcplindia.co.in)

This is not an Order.

For & on behalf of

Brahmaputra Cracker and Polymer limited

[Manish Kumar Binjola]

Sr. Manager [C&P]

E-mail: [mkbinjola@bcplindia.co.in](mailto:mkbinjola@bcplindia.co.in)



**भाग- II**  
**SECTION – II**

बोली मूल्यांकन मानदंड (बीईसी)  
और  
मूल्य बोली मूल्यांकन कार्यप्रणाली

**BID EVALUATION CRITERIA (BEC)**  
**&**  
**PRICE BID EVALUATION METHODOLOGY**



## SECTION-II

# 1. BID EVALUATION CRITERIA [BEC]

### 1.0 BID EVALUATION CRITERIA (BEC):

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

1.1.1 The bidder must have **executed& completed** at least one (01) single order/contract for “**Maintenance of water cooled HVAC system**” in **any Govt./Semi Govt./PSU/MNC/Public Ltd. Co./Pvt. Ltd. Organization** in the previous seven (07) years having value not less than **Rs. 8.9 Lakhs** reckoned from the due date of unpriced bid opening.

1.1.2 If the bidder is executing a similar service contract which is still running and the contract **VALUE** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **VALUE** mentioned in the BEC above at sl. no. 1.1.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant of the owner.

#### Note to above BEC clause no. 1.1.1 & 1.1.2:

- a) Bidder(s) shall be required to submit / upload the documents in respect of above experience criteria as per details at BEC clause no. 1.3 below.
- b) Executed (as mentioned at clause no. 1.1.2 above) means: Fully executed and completed.
- c) **Original work/service order/contract/agreement and its completion / execution certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.**

#### 1.1.3 Relaxed Norms for Startups (prior experience criteria):

Prior experience (i.e. sl. no. 1.1.1& 1.1.2 above) for ‘Startups’ company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality and technical specifications (scope of work) as specified in the tender document.

For availing the above relaxation, bidder is required to submit / upload the



*requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India and the certificate should be 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.*

***The relaxation of prior experience and prior turnover to Startup [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to the specific goods/job domains wherein they are registered for.***

*Since certificate of DIPP towards recognition do not specify the goods/job domain, startups are required to submit the documents for the same including the application submitted to DIPP.*

*Further, above document should be 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 a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity.*

*[However, EIC's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance].*

**1.2 BEC- Financial: (as a single bidder) [NOT APPLICABLE FOR THIS TENDER]**

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



| Sr. No. | BEC Clause no. | Description                                                                                                        | Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------|----------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | 1.1            | <b>Technical Experience Criteria – Document</b><br>[All documents to be submitted must be SELF CERTIFIED/ATTESTED] |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1.      | 1.1.1          | Experience against execution & completion of order                                                                 | a) Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been executed <b>as mentioned at BEC clause no. 1.1.1</b> along with the details of SOR items & scope of work.<br>b) Completion Certificate/Equivalent Certificate against the Work Order/LOA/Agreement submitted as mentioned at point “a)” above. The Completion/equivalent Certificate must contain the detailed information like LOA/Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should be issued by the end-user/owner/authorized consultant. |
| 2       | 1.1.2          | Experience against execution of running Contract                                                                   | a) Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running <b>as mentioned at BEC clause no. 1.1.2</b> along with the details of SOR items & scope of work.<br>b) Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the Contract as mentioned at point “a)” above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned                                                                                                                                                                                                                       |



| Sr. No. | BEC Clause no. | Description                                                   | <b>Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------|----------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                |                                                               | <i>in the BEC at sl. no. 1.1.1 above. The execution certificate must contain the detailed information like LOA/Order No. / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Execution Certificate should be issued by the end-user/owner/authorized consultant.</i>                                                                                                                                                                                                                                                                                                                                                                        |
| 3       | 1.1.3          | Documents against Startup Company                             | <i>a) Bidder to upload / submit the valid 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce &amp; Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notarised by notary public with legible stamp.<br/>b) Bidder to upload / submit documents for the specific goods/job domains wherein they are registered for including the application submitted to DIPP duly <b>certified by the Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder's company / firm) and <b>notarised by notary public with legible stamp.</b></i> |
|         | 1.2            | <b>Financial Experience Criteria- Document NOT APPLICABLE</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

**Note to above Bid Evaluation 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 the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory



*Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.*

- (b) For experience based on composite works: In case the bidder has executed a composite work against a single Order/LOA/Contract/Agreement which includes qualifying work stated above at BEC sl. no. 1.1.1, then the value of such qualifying work [out of total quantity of composite work shall only be considered for the purpose of evaluation.*
- (c) Experience of bidder acquired as a subcontractor is acceptable against submission of certificate from end user by such bidder along with other specified documents.*
- (d) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries (if any) during evaluation of Bids.*
- (e) Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL.*
- (f) The cut-off date for meeting the criteria of BEC of the tender shall be the due date for unpriced bid opening.*
- (g) Bids of Joint Venture/Consortium are not acceptable.*

**1.0 Methodology for Evaluation of Bids and award:**

- 2.1 BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to "ITB: Clause-29".*
- 2.2 The Evaluation of all Techno-commercially qualified bids shall be done on overall L1 basis against the Total quoted price & less INPUT TAX CREDIT (ITC) under GST, if any as quoted by the bidder will be considered.*
- 2.3 If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience &*



turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity.

*[However, EIC's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]*

- 2.4 In case of **a tie** at the lowest bid (L1) position between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.
- 2.5 In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is having highest working capital as compared to other(s).
- 2.6 In case, there is **a tie** at the lowest bid (L1) position between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year **duly certified by Chartered accountant.**
- 2.7 **CPBG:**
- 2.8.1 The contract performance security shall be 3% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document
- 2.8 **PPP Policy 2012:**  
Considering the nature of job, splitting of quantities will not be possible in this case and hence the clause for award of 25 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band of L1 (other than MSE) + 15%, may be awarded for full/ complete services of tendered value subject to matching of L1 price as per ITB of tender document. In case two or more MSE bidders comes within the price band of L1 + 15%, the preference to match the L1 rate shall be given



*in sequence of their inter-se position (L2, L3... and so on). In case of tie, the MSE bidder having highest turnover shall be awarded subject to matching of L1 price.*

NOTE TO "SECTION II

**[FOR STRICT COMPLIANCE]**

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

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**भाग- III**  
**SECTION – III**

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

**INSTRUCTIONS 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 JOINT VENTURE / CONSORTIUM
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
25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

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 BIDS
33. [PRICE BID EVALUATION METHODOLOGY]
34. COMPENSATION FOR EXTENDED STAY
35. PURCHASE PREFERENCE

**[F] AWARD OF CONTRACT:**

36. AWARD
37. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
38. SIGNING OF AGREEMENT
39. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
40. PROCEDURE FOR ACTION IN CASE  
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
41. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL  
ENTERPRISE
42. AHR ITEMS
43. VENDOR PERFORMANCE EVALUATION PROCEDURE
44. INCOME TAX & CORPORATE TAX
45. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT  
AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND  
PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
46. DISPUTE RESOLUTION
47. BILLING SYSTEM
48. TRANSPARENCY
49. SALE OF BID DOCUMENTS
50. SUBLETTING & ASSIGNMENT
51. DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING  
AGENCIES OF MAIN CONTRACTOR
52. CHECK MEASUREMENT

**[G] ANNEXURES:**

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE  
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION  
PROCEDURE
3. ANNEXURE-III: ADDENDUM TO INSTRUCTIONS TO BIDDERS  
(INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. ANNEXURE-IV: **BIDDING DATA SHEET (BDS)**

**[H] FORMS & FORMATS**



### SECTION-III

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

##### [A] – GENERAL

##### 1. SCOPE OF BID

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

##### 2. ELIGIBLE BIDDERS

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

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

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

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



- Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.
- 2.3. The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. 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.
- 2.8. **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: *Experience of bidder acquired as a subcontractor is acceptable against submission of certificate from end user by such bidder along with other specified documents.*
- 2.9. 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**
- (i) *A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). 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.*

- (ii) *More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.  
Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.*
- (iii) *Alternative Bids shall not be considered.*
- (iv) *The provisions mentioned at sl. no. (i) and (ii) shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.*

## **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**

5.2.1. Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

5.3. SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.

5.4. In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Owner.

## **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 noncompliance 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.

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## **[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]



- Section-VII : Health, Safety and Environment [HSE] Specifications
- Section-VIII : Schedule of Rates

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

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

## 8. CLARIFICATION OF BIDDING DOCUMENTS

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

## 9. AMENDMENT OF BIDDING DOCUMENTS

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

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## [C] – PREPARATION OF BIDS



## 10. LANGUAGE OF BID:

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

## 11. DOCUMENTS COMPRISING THE BID

11.1. **Bids are invited under e-tendering Two Bid system.** Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <https://bcplonline.co.in>. **Bids submitted manually shall be rejected, the bids must be submitted on BCPL's E-tendering website as follows:-**

The Bid prepared by the Bidder shall comprise the following components in 2 different folders:

11.1.1. **FOLDER-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) (if any).
- (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).



- (s) Copy of EMD/Bid Bond \*and
- (t) Copy of Power of Attorney

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

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

- i) MSE Certificate if applicable for exemption)
- ii) Power of Attorney

#### 11.1.2. FOLDER-II: Price Bid

- i) The Prices are to be filled strictly in the Schedule of Rate (SOR: Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the unpriced 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.

Note: Provision mentioned at para 11.1.2 hereinabove and to be uploaded in SOR attachment/Conditions of E-tendering portal.

## 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 except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any



discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.



12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

### 13.0 **GST (CGST & SGST/UTGST or IGST)**

13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case BCPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period



shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

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

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

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

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

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

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

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

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



which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

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

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

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

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

Where BCPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BCPL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to BCPL or ITC with respect to such payments is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by BCPL to Contractor / Supplier.

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

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or**



**IGST/UTGST)**thereupon together with all penalties and interest if any, against any amounts paid or payable by BCPL to Supplier of Goods / Services.

#### 13.10 **Anti-profiteering clause**

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

13.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then BCPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BCPL.

#### 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 refer F-20 declaration**

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



- 16.2. The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3. BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5. **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**
- 16.6. The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7. Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
  - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
  - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
    - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38",
    - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.



16.8. In case Bid Security is in the form of 'Bank Guarantee', 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'.

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 representatives 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 and give hands-on e-tendering.

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

17.4. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

#### **18. FORMAT AND SIGNING OF BID**

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

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

18.3. **All documents to be digitally signed and to be uploaded as detailed in addendum to ITB.**



## 19. ZERO DEVIATION AND REJECTION CRITERIA

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

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

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

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

## 20. E-PAYMENT

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



## **[D] – SUBMISSION OF BIDS**

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

- 21.1. Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2. All the bids shall be addressed to the owner at address specified in IFB.
- 21.3. 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. The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2. BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on GAIL's/BCPL's website/ communicated to the bidders.

### **23. LATE BIDS**

- 23.1. Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2. In case of e-tendering, e-tendering system of BCPL shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

Where the bid bond/physical documents have been received but the bid is not submitted by the bidder in the e-tendering portal, such bid bond/ physical documents shall be returned immediately.

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

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

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

- 24.1.1. For E- TENDERING, the bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.



- 24.2. **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.
- 24.3. The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.4. 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.

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## **E] – BID OPENING AND EVALUATION**

### **26. BID OPENING**

#### **26.1. *Unpriced Bid Opening:***

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

#### **26.2. *Priced Bid Opening:***

- 26.2.1. BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about



the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

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

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

## **27. CONFIDENTIALITY**

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

## **28. CONTACTING THE EMPLOYER**

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

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

## **29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

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

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



- 29.2. A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- (a) “Deviation” is departure from the requirement specified in the tender documents.
  - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
  - (c) “Omission” is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3. A material deviation, reservation or omission is one that,
- (a) If accepted would,
    - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
    - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer’s rights or the tenderer’s obligations under the proposed Contract.
  - (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4. The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5. If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

### **30. CORRECTION OF ERRORS**

- 30.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
  - (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
  - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes



- 30.2. The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.
- 31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**  
Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.
- 32. EVALUATION AND COMPARISON OF BIDS**  
Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 7.0 of ITB) after considering the effect of cenvatcredit entitled. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.
- 33. COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER**
- 34. PURCHASE PREFERENCE**  
Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

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#### [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.

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

- 35.1. 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.
- 35.2. 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"

### 36. SIGNING OF AGREEMENT

- 36.1. 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.
- 36.2. 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.

### 37. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 37.1. Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract.
- 37.2. **The contract performance security shall be for an amount specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment and same must be valid for 3 months beyond the contract period.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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

- 37.3. 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.



37.4. 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.

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

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

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

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

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

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

**39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

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



- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% 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 25%, 5% (20% of 25%) 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. Further, 3% shall be reserved for MSEs owned by Women within above 25%. The respective quota (s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women. The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.
- iv) In case 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.

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

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

39.3. 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.

- 39.4. 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.

#### **40. 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.

#### **41. VENDOR PERFORMANCE EVALUATION PROCEDURE**

Shall be as stipulated Annexure II to ITB herewith.

#### **42. INCOME TAX & CORPORATE TAX**

- 42.1. 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.
- 42.2. Corporate Tax liability, if any, shall be to the contractor's account.
- 42.3. Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.
- 42.4. **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.

**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.

**43. DISPUTE RESOLUTION**

**1. PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:**

- i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).
- (ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15days from the date of issue raised.
- (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to



higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.

(iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

## 2. ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC)' to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

The decision of BCPL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of 'Delhi International Arbitration Centre'.

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective



Arbital Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.3 The cost of arbitration proceedings shall be shared equally by the parties.

2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

2.6 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.
- b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
- c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.

2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.

## **GOVERNING LAW AND JURISDICTION:**

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Competent Courts of Dibrugarh having territorial & pecuniary jurisdiction for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract other than those covered under the arbitration clause as stated herein above.

## **DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS:**

Subject to pre litigation grievance/dispute redressal mechanism as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public



Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

*Sh. Pranjal Phukan, CM (C&P) is nominated as the coordinator to the Samadhaan Committee to whom all complaints shall be lodged by the Vendor/Supplier/ Contractor/Consultant/EIC/dealing officer of C&P.*

#### 44. 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:

| In case of LOA/Contract                                                                                                                                                                                                | In case of PO                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HOD/EIC (Indenting/User Department)</b><br><b>M/s Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006 | <b>HOD (C&amp;P)</b><br><b>M/s Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006 |



Phone no. 0373 2914636.

Phone no. 0373 2914636.

**45. TRANSPARENCY**

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

**46. SALE OF BID DOCUMENTS**

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

**47. SUBLETTING & ASSIGNMENT**

- 47.1. 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.

**48. DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING AGENCIES OF MAIN CONTRACTOR**

- 48.1. 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.

**49. 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:

- 49.1. 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.
- 49.2. 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.
- 49.3. 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.
- 49.4. 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.
- 49.5. 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.
- 49.6. 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.
- 49.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."



50. 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.
51. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

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## Annexure-I

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

#### A. Definitions:

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- a) Whether the management is common;
  - b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
  - c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the



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

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

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

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

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

**B.2 Irregularities noticed after award of contract**

**(i) During execution of contract:**

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

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

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

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

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

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



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

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

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

**B.2.2 Period of Banning**

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

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

**C. Effect of banning on other ongoing contracts/ tenders**

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

**D. Procedure for Suspension of Bidder**

**D.1 Initiation of Suspension**

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



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

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

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

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

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

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
  - D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
  - D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.



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

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

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

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

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

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

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

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

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## Annexure-II

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

#### 1.0 OBJECTIVE

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

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

#### 2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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



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

#### 3.1. FOR PROJECTS

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

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

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

(A) Where Performance rating is “POOR”:

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

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



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

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

(B) Where Performance rating is “FAIR”:

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

| Sl. No. | Performance Rating | Action                                                       |
|---------|--------------------|--------------------------------------------------------------|
| 1       | <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.

#### **9.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

#### **10.0 ERRANT BIDDER**

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

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

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



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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:



## Instructions for allocation of marks

1. Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

| Delivery Period/<br>Completion Schedule | Delay in Weeks       | Marks |
|-----------------------------------------|----------------------|-------|
| a) Up to 3 months                       | Before CDD           | 40    |
|                                         | Delay up to 4 weeks  | 35    |
|                                         | Delay up to 8 weeks  | 30    |
|                                         | Delay up to 10 weeks | 25    |
|                                         | Delay up to 12 weeks | 20    |
|                                         | Delay up to 16 weeks | 15    |
|                                         | More than 16 weeks   | 0     |
| b) Above 3 months                       | Before CDD           | 40    |
|                                         | Delay up to 4 weeks  | 35    |
|                                         | Delay up to 8 weeks  | 30    |
|                                         | Delay up to 10 weeks | 25    |
|                                         | Delay up to 16 weeks | 20    |
|                                         | Delay up to 20 weeks | 15    |
|                                         | Delay up to 24 weeks | 10    |
|                                         | More than 24 weeks   | 0     |

### 1.1 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<br>- Moderate nature<br>- low severe nature                                          | 0 marks<br>5 marks<br>10-25 marks |
| iii) Number of deviations                                                     | 1. No deviation<br>2. No. of deviations $\leq 2$<br>3. No. of deviations $> 2$                                | 5 marks<br>2 marks<br>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<br>or<br>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 |



**BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
PERFORMANCE RATING DATA SHEET  
(FOR O&M)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

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

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

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

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

Signature of

Authorised Signatory:

Name:

Designation:



## Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

|    | Delivery Period/<br>Completion Schedule | Delay in Weeks       | Marks |
|----|-----------------------------------------|----------------------|-------|
| a) | Up to 3 months                          | Before CDD           | 40    |
|    |                                         | Delay up to 4 weeks  | 35    |
|    |                                         | Delay up to 8 weeks  | 30    |
|    |                                         | Delay up to 10 weeks | 25    |
|    |                                         | Delay up to 12 weeks | 20    |
|    |                                         | Delay up to 16 weeks | 15    |
|    |                                         | More than 16 weeks   | 0     |
| b) | Above 3 months                          | Before CDD           | 40    |
|    |                                         | Delay up to 4 weeks  | 35    |
|    |                                         | Delay up to 8 weeks  | 30    |
|    |                                         | Delay up to 10 weeks | 25    |
|    |                                         | Delay up to 16 weeks | 20    |
|    |                                         | Delay up to 20 weeks | 15    |
|    |                                         | Delay up to 24 weeks | 10    |
|    |                                         | More than 24 weeks   | 0     |

### 1.1 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<br>- Moderate nature<br>- low severe nature                                          | 0 marks<br>5 marks<br>10-25 marks |
| iii) Number of deviations                                                     | 1. No deviation<br>2. No. of deviations $\leq 2$<br>3. No. of deviations $> 2$                                | 5 marks<br>2 marks<br>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<br>or<br>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-III**

**(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)**

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

**Ready Reckoner to Participate in BCPL e-TENDER through CPP Portal of NIC)) is available in BCPL website. The Link of the same is also provided below for your ready reference:**

**<https://bcplonline.co.in/UploadFiles/tenderfile/ReadyReckonerBCPL.pdf>**

**HELP DESK (BCPL)**

Phone : 0373-2914582 (only for e-tender queries)

Mobile : 8811017320

Email : [etender@bcplindia.co.in](mailto:etender@bcplindia.co.in)

**HELP DESK (NIC)**

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

Mobile : 8826246593

Email : [cphp-nic@nic.in](mailto:cphp-nic@nic.in)

-----X-----



**ANNEXURE-IV**

**BIDDING DATA SHEET (BDS)**

**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

| A. GENERAL          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                          |                |                                     |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------|----------------|-------------------------------------|
| ITB clause          | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |                          |                |                                     |
| 1.2                 | The Invitation for Bids/ Tender no is :<br><b>TENDER NO.: BCPL/C&amp;P/LE20W171MK/01621</b>                                                                                                                                                                                                                                                                                                                                                                                   |            |                          |                |                                     |
| 1.1                 | The Employer/Owner is: <b>M/s Brahmaputra Cracker &amp; Polymer Limited</b>                                                                                                                                                                                                                                                                                                                                                                                                   |            |                          |                |                                     |
| 2.1                 | Name of the Contract: <b>SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC SYSTEM INSTALLED AT BCPL, LEPETKATA</b>                                                                                                                                                                                                                                                                                                                                                            |            |                          |                |                                     |
| 3                   | BIDS FROM CONSORTIUM/ JOINT VENTURE<br><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"/>                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                          |                |                                     |
| 5.2.1               | Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of <b>Brahmaputra Cracker &amp; Polymer Ltd.</b> payable at _____                                                                                                                                                                                                                                                                                                                         |            |                          |                |                                     |
| B. BIDDING DOCUMENT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                          |                |                                     |
| ITB clause          | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |                          |                |                                     |
| 8.1                 | For <b><u>clarification purposes</u></b> only, the communication address is:<br><br>Attention:<br>Mr. Manish Kumar Binjola, Sr. Manager (C&P) /<br><br>Street Address:<br><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:mkbinjola@bcplindia.co.in">mkbinjola@bcplindia.co.in</a> ; |            |                          |                |                                     |



### C. PREPARATION OF BIDS

| ITB clause | Description                                                                                                                                                                                |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.1.1 (u) | The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers):<br>NIL<br>_____<br>_____                                                 |
| 12         | Additional Provision for Schedule of Rate/ Bid Price are as under:<br>_____<br>_____                                                                                                       |
| 14         | The currency of the Bid shall be INR                                                                                                                                                       |
| 15         | The bid validity period shall be three months from final 'Bid Due Date'.                                                                                                                   |
| 16         | In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of <b>Brahmaputra Cracker &amp; Polymer Ltd.</b> , payable at _____ |

### D. SUBMISSION AND OPENING OF BIDS

| ITB clause | Description                                                                                                                                                                                                                                                                                                                                                       |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18         | In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.                                                                                                                                                                                                                                              |
| 22         | The E-Tender No. of this bidding process is:<br><b>BCPL/C&amp;P/LE20W171MK/01621</b>                                                                                                                                                                                                                                                                              |
| 26         | <b>The bid opening shall take place at:</b><br>Street Address:<br><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:mkbinjola@bcplindia.co.in">mkbinjola@bcplindia.co.in</a> ; |

### E. EVALUATION, AND COMPARISON OF BIDS

| ITB clause | Description                                         |
|------------|-----------------------------------------------------|
| 32         | Evaluation Methodology is mentioned in Annexure-II. |



|                                   |                                                                                                                                                                                                                                                                                                                                                                                                      |            |                          |                |                          |     |                          |    |                          |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------|----------------|--------------------------|-----|--------------------------|----|--------------------------|
| 33                                | Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table>                                                                                                                                                                                                             | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |     |                          |    |                          |
| APPLICABLE                        | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                             |            |                          |                |                          |     |                          |    |                          |
| NOT APPLICABLE                    | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                             |            |                          |                |                          |     |                          |    |                          |
| <b>F. AWARD OF CONTRACT</b>       |                                                                                                                                                                                                                                                                                                                                                                                                      |            |                          |                |                          |     |                          |    |                          |
| <b>ITB clause</b>                 | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                   |            |                          |                |                          |     |                          |    |                          |
| 37                                | State of which stamp paper is required for Contract Agreement:<br><b>State: Assam</b>                                                                                                                                                                                                                                                                                                                |            |                          |                |                          |     |                          |    |                          |
| 38                                | Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table> <p><b>Applicable: As specified in Section –II (ITB) of tender document.</b></p>                                                                                                             | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |     |                          |    |                          |
| APPLICABLE                        | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                             |            |                          |                |                          |     |                          |    |                          |
| NOT APPLICABLE                    | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                             |            |                          |                |                          |     |                          |    |                          |
| 40                                | Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table> <p>Whether tendered item is non-split able or not-divisible:</p> <table border="1"><tr><td>YES</td><td><input type="checkbox"/></td></tr><tr><td>NO</td><td><input type="checkbox"/></td></tr></table> | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| APPLICABLE                        | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                             |            |                          |                |                          |     |                          |    |                          |
| NOT APPLICABLE                    | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                             |            |                          |                |                          |     |                          |    |                          |
| YES                               | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                             |            |                          |                |                          |     |                          |    |                          |
| NO                                | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                             |            |                          |                |                          |     |                          |    |                          |
| 41                                | Provision of AHR Item : <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table>                                                                                                                                                                                                                     | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |     |                          |    |                          |
| APPLICABLE                        | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                             |            |                          |                |                          |     |                          |    |                          |
| NOT APPLICABLE                    | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                             |            |                          |                |                          |     |                          |    |                          |
| <b>Clause no.<br/>27.3 of GCC</b> | Bonus for Early Completion: <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr></table>                                                                                                                                                                                                                                                                                  | APPLICABLE | <input type="checkbox"/> |                |                          |     |                          |    |                          |
| APPLICABLE                        | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                             |            |                          |                |                          |     |                          |    |                          |



|  |                |     |  |
|--|----------------|-----|--|
|  | NOT APPLICABLE | YES |  |
|--|----------------|-----|--|

# फॉर्म और प्रारूप

## FORMS & FORMATS



## **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<br>IF BIDDER'S WORKING CAPITAL IS INADEQUATE         |
| F-16            | FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE<br>FOR FINANCIAL CAPABILITY OF THE BIDDER |
| F-17            | BIDDER'S QUERIES FOR PRE BID MEETING                                                  |
| F-18            | E-BANKING FORMAT                                                                      |
| F-19            | FORMAT FOR MSEs                                                                       |
| F-20            | Declaration for EMD                                                                   |



**BIDDER'S GENERAL INFORMATION**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC  
SYSTEM INSTALLED AT BCPL, LEPETKATA  
E-Tender No.: BCPL/C&P/LE20W171MK/01621**

|    |                                                                                                                                                                                                            |                                                                                                                                        |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Bidder Name<br>(With Contact Person Name & Details)                                                                                                                                                        |                                                                                                                                        |
| 2  | Status of Firm                                                                                                                                                                                             | Proprietorship      Firm/Partnership      firm/<br>Limited/Others<br>If Others Specify: _____<br>[Enclose certificate of Registration] |
| 3  | Name of Proprietor/Partners/Directors<br>of the firm/company                                                                                                                                               |                                                                                                                                        |
| 4  | Number of Years in Operation                                                                                                                                                                               |                                                                                                                                        |
| 5  | Address of Registered Office:<br>*In case of Partnership firm, enclose<br>letter mentioning current address of<br>the firm and the full names and current<br>addresses of all the partners of the<br>firm. | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                               |
| 6  | Operation Address<br>(if different from above)                                                                                                                                                             | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                               |
| 8  | Telephone Number<br>[Mobile & Landline]                                                                                                                                                                    | (Country Code)      (Area Code)      (Telephone<br>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 | GST No.                                                                      | [Enclose copy of GST Registration Certificate]                                                                                                                                                              |
| 20 | EPF Registration No.                                                         | [Enclose copy of EPF Registration Certificate]                                                                                                                                                              |
| 21 | We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act | Yes / No<br><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> |
| 22 | Whether Micro/Small Enterprise                                               | (Bidder to submit documents as specified it ITB)                                                                                                                                                            |
| 23 | Type of Micro/Small Enterprise                                               | General/ SC / ST<br>(Bidder will submit documentary evidence for the same).                                                                                                                                 |
| 24 | Type of Entity                                                               | Corporate/ Non-Corporate (As per Service tax Act).<br>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).                                                                  |

Place:  
Date:

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



**BID FORM**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC SYSTEM INSTALLED AT BCPL, LEPETKATA"**

**E-Tender NO.: BCPL/C&P/LE20W171MK/01621**

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

[Signature of Witness]

Name of Witness:

Address:



**LIST OF ENCLOSURES**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC SYSTEM  
INSTALLED AT BCPL, LEPETKATA”**

**E-Tender NO.: BCPL/C&P/LE20W171MK/01621**

**Dear Sir,**

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

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

Note:

\* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date.

However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**F-5**

**LETTER OF AUTHORITY**

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC SYSTEM  
INSTALLED AT BCPL, LEPETKATA"**

**E-Tender NO.: BCPL/C&P/LE20W171MK/01621**

**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.



**"NO DEVIATION" CONFIRMATION**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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**SUB: "SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC  
SYSTEM INSTALLED AT BCPL, LEPETKATA"**

**E-Tender NO.: BCPL/C&P/LE20W171MK/01621**

**Dear Sir,**

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC SYSTEM INSTALLED AT BCPL, LEPETKATA”**

**E-Tender No.: BCPL/C&P/LE20W171MK/01621**

**Dear Sir,**

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC SYSTEM INSTALLED AT BCPL, LEPETKATA"**

**E-Tender NO.: BCPL/C&P/LE20W171MK/01621**

**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:



**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" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of \_\_\_\_\_ vide PO /FOA/LOI No. \_\_\_\_\_ dated \_\_\_\_\_ for M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), PO: Lepetkata, Dist.: Dibrugarh, Assam.

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

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

1. We \_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender/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 you may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.



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



7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
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

#### INSTRUCTIONS FOR FURNISHING

#### "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

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

.....



**AGREED TERMS & CONDITIONS**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC SYSTEM INSTALLED AT BCPL, LEPETKATA”**

**E-Tender NO.: BCPL/C&P/LE20W171MK/01621**

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

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                  | BIDDER'S CONFIRMATION |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1   | Bidder's name and address                                                                                                                                                                                                                                                                                                                                    |                       |
| 2.  | Please confirm the currency of quoted prices is in Indian Rupees.                                                                                                                                                                                                                                                                                            |                       |
| 3.  | Confirm quoted prices will remain firm and fixed till complete execution of the order.                                                                                                                                                                                                                                                                       |                       |
| 4   | Rate of applicable Goods & Service Tax                                                                                                                                                                                                                                                                                                                       |                       |
| 5.  | Confirmation towards acceptance of <b>Anti-profiteering clause</b> :<br><br>As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly. |                       |
| 6.  | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document.<br>ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.                                                                                                                                                                    |                       |
| 7.  | Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.                                                                                                                                                                                                                                                                      |                       |
| 8.  | 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                  |                       |



| Sl. | DESCRIPTION                                                                                                                                                                                             | BIDDER'S<br>CONFIRMATION                          |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
|     | 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.            |                                                   |
| 9.  | Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.                                                       |                                                   |
| 10. | Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.                                                                                              |                                                   |
| 11. | a) Confirm acceptance of all terms and conditions of Bid Document (all sections).<br>b) Confirm that printed terms and conditions of bidder are not applicable.                                         |                                                   |
| 12. | Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.                                                                                             |                                                   |
| 13. | Please furnish EMD/Bid Security details :                                                                                                                                                               | Not Applicable (F-20 Declaration to be submitted) |
| 14. | Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).                                                                                                              |                                                   |
| 15. | Confirm that Annual Reports for the last three financial years are furnished along-with the Un-priced Bid.                                                                                              |                                                   |
| 16. | 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. |                                                   |
| 17. | Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.                              |                                                   |
| 18. | All correspondence must be in ENGLISH language only.                                                                                                                                                    |                                                   |
| 19. | Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.                                                                     |                                                   |
| 20. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.                                                                                                                   |                                                   |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**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

**E-Tender NO.: BCPL/C&P/LE20W171MK/01621**

Dear Sir,

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

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

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

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

---

Agency's Name : .....

Signature : .....  
Name : .....  
Designation : .....  
Date : .....  
Seal/Stamp : .....



**UNDERTAKING ON LETTERHEAD**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC SYSTEM INSTALLED AT BCPL, LEPETKATA”**

**E-Tender No.: BCPL/C&P/LE20W171MK/01621**

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**BIDDER'S EXPERIENCE**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC  
SYSTEM INSTALLED AT BCPL, LEPETKATA"**

**E-Tender NO.: BCPL/C&P/LE20W171MK/01621**

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

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



**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    | Digitally Signing (in case of e-bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)                  |           |                                         |
| 2.0    | Confirm that the following details have been submitted in the Un-priced part of the bid                                                                              |           |                                         |
| i      | Covering Letter, Letter of Submission                                                                                                                                |           |                                         |
| ii     | Bid Security/ EMD F-20 declaration                                                                                                                                   |           |                                         |
| iii    | Signed and stamped original copy of bidding document along with drawings and addendum (if any)(Not Applicable in case of e-bidding)                                  |           |                                         |
| iv     | <b>Power of Attorney in the name of person signing the bid.</b>                                                                                                      |           |                                         |
| v      | Copies of documents defining constitution or legal status, place of registration and principal place of business of the company                                      |           |                                         |
| vi     | Bidders declaration that regarding, Holiday/ Banning, liquidation courtreceivership or similar proceedings in Format 7.                                              |           |                                         |
| vii    | Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below) |           |                                         |
| viii   | Confirm submission of document alongwith techno-commercial bid as per bid requirement.                                                                               |           |                                         |
| 3.0    | Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)                                                         |           |                                         |
| 4.0    | Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid                                                  |           |                                         |



|     |                                                                                                                                                                                         |  |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 7.0 | Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable). |  |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

## DOCUMENTS & CERTIFICATION CHECKLIST

| S NO   | DESCRIPTION                                                                            | CHECK LIST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | YES/NA | NO |
|--------|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|
| 1.a    | EMD Value                                                                              | <b>NOT APPLICABLE (F-20 DECLARATION)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |        |    |
| 2      | NSIC/DIC CERTIFICATE, EM PART-II/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 |
| 3.     | BID VALIDITY UPTO THREE MONTHS                                                         | ACCEPTED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | YES    | NO |
| 4 (i)  | SAP authorized training/education partner (As Stipulated in BEC)                       | Bidder need to submit a valid documentary evidence / authorization certificate / email communication from M/s SAP in support of the SAP authorized training/education partner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | YES    | NO |
| 4 (ii) | Experience against execution & completion of order (As Stipulated in BEC)              | a) Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been executed <b>as mentioned at BEC clause no. 1.1.2</b> along with the details of SOR items & scope of work.<br>b) Completion Certificate/Equivalent Certificate against the Work Order/LOA/Agreement submitted as mentioned at point "a)" above. The Completion/equivalent Certificate must contain the detailed information like LOA/Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should be issued by the end-user/owner/authorized consultant. | YES    | NO |
| A      | COMPLETION/EXECUTION CERTIFICATE                                                       | Has been issued by the End User / Owner / Authorized Consultant of Owner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | YES    | NO |
| 5.     | <b>FINANCIAL CRITERIA AS STIPULATED IN BEC – NOT Applicable</b>                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |    |
| 6.     | Tender Document uploaded                                                               | Uploaded Unedited & Digitally signed ALONGWITH UNPRICED BID.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | YES    | NO |
| 7.     | SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN | Uploaded Digitally signed scanned copy of EACH SOR (all 2 Parts) filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | YES    | NO |
| 8.     | POWER OF ATTORNEY                                                                      | Power of Attorney in the name of person signing the bid in Non-Judiciary stamp paper.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | YES    | NO |



| S NO                                                                                                                                                                                                      | DESCRIPTION                        | CHECK LIST                                              | YES/<br>NA | NO |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------|------------|----|
| 9.                                                                                                                                                                                                        | Other relevant documents           | Copy of PAN Card, GST Registration Certificate, etc.    | YES        | NO |
| 10.                                                                                                                                                                                                       | FORM 1 TO 20<br>ATTACHED TO TENDER | FILLED AS APPLICABLE, SIGNED, STAMPED &<br>UPLOADED ALL | YES        | NO |
| <b>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.</b> |                                    |                                                         |            |    |

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 uploaded/submitted including this Checklist duly filled in, signed & stamped alongwith the “Un-priced bid (Part-I)”. **Non submission of any document/ submission without proper attestation may lead to rejection of the Bid.**



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

**[PLEASE READ, SECTION –II OF BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]**

**NB:**

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

| Sl. No. | List of Order Details              | Description                                                                                                                                                                                                                                                                                 | Details [to be mentioned by the bidder] |
|---------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| A       | 1 <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:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Contract/Order Value (in Rs.)<br>iv. Period of Contract/ Order<br>v. Actual Date of Completion/Execution<br>vi. Executed Value(in Rs.) | <br><br><br><br><br><br><br>            |



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

| B  | 2 <sup>nd</sup> Order/<br>LOI/Contract | Description                                                                                                                                                                                                                                                                                  | Details [to be mentioned by the bidder] |
|----|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| B1 |                                        | Name of Order issuing Agency/Client/Owner/Company                                                                                                                                                                                                                                            |                                         |
| B2 |                                        | Order No. & Date                                                                                                                                                                                                                                                                             |                                         |
| B3 |                                        | Brief Details/Name (Nature) of Supply                                                                                                                                                                                                                                                        |                                         |
| B4 |                                        | Contract/Order Value (in Rs.)                                                                                                                                                                                                                                                                |                                         |
| B5 |                                        | Period of Contract/ Order                                                                                                                                                                                                                                                                    |                                         |
| B6 |                                        | Completion /Execution Certificate (as applicable) to contain the following:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Contract/Order Value (in Rs.)<br>iv. Period of Contract/ Order<br>v. Actual Date of Completion/Execution<br>vi. Executed value (in Rs.) | <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>     |
| C  | 3 <sup>rd</sup> Order/<br>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:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Contract/Order Value (in Rs.)<br>iv. Period of Contract/ Order<br>v. Actual Date of Completion/Execution<br>vi. Executed value(in Rs.)  | <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>     |



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

| D  | 4 <sup>th</sup> Order/<br>LOI/Contract | Description                                                                                                                                                                                                                                                                                 | Details [to be mentioned by the bidder] |
|----|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| D1 |                                        | Name of Order issuing Agency/Client/Owner/Company                                                                                                                                                                                                                                           |                                         |
| D2 |                                        | Order No. & Date                                                                                                                                                                                                                                                                            |                                         |
| D3 |                                        | Brief Details/Name (Nature) of Supply                                                                                                                                                                                                                                                       |                                         |
| D4 |                                        | Contract/Order Value(in Rs.)                                                                                                                                                                                                                                                                |                                         |
| D5 |                                        | Period of Contract/ Order                                                                                                                                                                                                                                                                   |                                         |
| D6 |                                        | Completion /Execution Certificate (as applicable) to contain the following:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Contract/Order Value (in Rs.)<br>iv. Period of Contract/ Order<br>v. Actual Date of Completion/Execution<br>vi. Executed value(in Rs.) | <br><br><br><br><br><br>                |



**F-15**

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

**F-16**

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

**F-17**



**BIDDER'S QUERIES FOR PRE BID MEETING**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

-----

**SUB: "SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED  
AC SYSTEM INSTALLED AT BCPL, LEPETKATA"**

**E-Tender NO.: BCPL/C&P/LE20W171MK/01621**

| SL.<br>NO. | REFERENCE OF BIDDING<br>DOCUMENT |             |               |         | BIDDER'S<br>QUERY | BCPL'S<br>REPLY |
|------------|----------------------------------|-------------|---------------|---------|-------------------|-----------------|
|            | SEC.<br>NO.                      | Page<br>No. | Clause<br>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**

**F-18**

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

### **BANK CERTIFICATE**

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

Bank stamp

Date

(Signature of authorized officer of bank)

**F-19**



In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, for availing preference admissible in the Public Procurement Policy (PPP), 2012, 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 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 CA's letter head, filled, signed and stamped by a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) where audited accounts are not mandatory as per law.*



**F-20**

**DECLARATION FOR BID SECURITY**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

TENDER NO:

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s \_\_\_\_\_ (***Name of Bidder***) have submitted our offer/ bid no. ....

We, M/s \_\_\_\_\_ (***Name of Bidder***) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of BCPL in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the BCPL during the period of bid validity:
  - (i) fail or refuse to execute the Contract, if required, or
  - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



## भाग– IV SECTION – IV

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



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

NIT/RFQ NUMBER: BCPL/C&P/LE20W171MK/01621

Dated:

Dear Sir,

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

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

**1. General Conditions of Contract.**

**([https://bcplonline.co.in/UploadFiles/GCC\\_CONTRACTS.pdf](https://bcplonline.co.in/UploadFiles/GCC_CONTRACTS.pdf))**

Thanking you,

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

Name:

Designation:

Company Seal:



**SECTION – V**  
तकनीकी विनिर्देश और संविदा की विशेष शर्तें  
**SPECIAL CONDITIONS OF CONTRACT**  
**[SCC]**  
**&**  
**SCOPE OF WORK**



## SECTION – V

### SPECIAL CONDITIONS OF CONTRACT (SCC) AND SCOPE OF WORK

#### SPECIAL CONDITION OF CONTRACT (SCC)

#### INTRODUCTION:

Brahmaputra Cracker & Polymer Ltd. Lepetkata (BCPL) is situated at Lepetkata village in Dibrugarh district of Assam State and the nearest Railway Station is Dibrugarh which is around 14 km distance from BCPL, Lepetkata and nearest airport at 25km -Dibrugarh, Mohanbari Airport .

Different types of HVAC systems are installed at SRR and Analyser shelter of BCPL site. The service contract has been lined up for maintenance of these systems whose details have been provided at the scope of work.

#### 1.0 GENERAL.

1.1 Special conditions of contract shall be read in conjunction with the general conditions of contract, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.

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, then unless a different intention appears, the provision(s) of the special conditions of contract shall be deemed to override the provision(s) of general conditions of contract only to the extent that such repugnancies of variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.

1.3 The Bidder/Vendor/Manufacturer shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.

1.4 The work executed shall be to the satisfaction of Engineer In-Charge/BCPL/OWNER and SOR rates quoted shall include any Incidental and Contingent works/charges so as to complete the work in all respect in prompt, efficient manner within the timeline specified.

#### 2.0 DEFINITIONS



2.1 The expression “Vendor / Contractor / Bidder” shall mean the agency who has been appointed by BCPL/OWNER for the execution of the subject work.

2.2 The “Engineer-in-Charge” shall mean the Personnel of M/s BCPL who is deputed as In-charge for this Contract and shall include any person acting as in-charge on his behalf.

2.3 The “Representative” shall mean any personnel of M/s BCPL authorized to administer the said contract as per laid down terms and conditions.

### **3.0 GENERAL CONDITIONS:**

4.1 Vendor shall satisfy themselves as regards to all the conditions of contract, Schedule of Rates contained herein and the General Conditions of Contract of BCPL.

4.2 Vendor shall indemnify BCPL against all losses or damages, if any, caused to it on account of any acts of its personnel, if any, deployed by him.

4.3 Vendor shall ensure that the job under this contract shall not be sublet or sub-contracted to any other party/agency.

4.4. The entire job shall be carried out in safe manner and as per standards of maintenance/standard work practices so as to ensure that no damage is caused to any existing/installed equipment/parts/components at BCPL Site. All applicable safety and statutory laws shall be complied with in letter and spirit and BCPL shall be kept fully indemnified against any action brought against it for any violation and non-compliance of any act/laws/loss etc. by the Vendor.

### **4.0 BCPL’s SCOPE**

BCPL will only the basic amenities like electricity and other utilities. BCPL engineers will co-ordinate with vendor at site during the execution of the work.

### **5.0 DURATION OF CONTRACT:**

Duration of this contract for execution of the job shall be 24 months from the date of Letter of Acceptance (LOA).

### **6.0 SUPERVISION OF WORK:**

The Engineer-In-Charge will look after general supervision of the work. He shall 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 work, which does not conform to the contract document. The Engineer-In-Charge reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained.

### **7.0 TERMS OF PAYMENT:**

After completion of each Preventive Maintenance Visit/ Breakdown Visit at BCPL Site, vendor shall raise the invoice against such visits monthly. The bill/invoice shall be submitted to the



Engineer-In-Charge along with relevant supporting documents giving complete details of the work carried out and the claims as per SOR (Schedule of Rates) including copies of MOM's as applicable. Payment will be made after certification and statutory deductions as per terms of the contract. Payment will be made within **15 days** after receipt of complete invoice with full supporting documents.

For sl. No. 5&6 of SOR, payment shall be done 15 days after delivery of the items along with invoice and other relevant documents.

For sl. No. 7 of SOR, the billing shall be done on actual expenditure incurred for the supply of any items or job done and shall be reimbursed with 10% overhead charges.

#### **8.0 SPECIFIC INSTRUCTION TO CARRY OUT THE JOBS:**

- All work at site shall be carried out under the specific directions of the EIC.
- Vendor shall take all necessary precautionary measures during job execution so that functionality of the system is not disturbed and no unsafe acts are carried out advertently or in-advertently.
- Vendor shall ensure that their Personnel use PPE's and all safety precautions while execution of the work at site. Vendor shall keep indemnified BCPL, against any acts of omission/commission of its Personnel deputed at site. The vendor shall ensure that all his workmen shall use the required personal protective equipment's while on job i.e. such as i) Safety Helmet, ii) Safety Belt (Confirming to latest relevant IS Standards), iii) Eye Shields / Goggles & Face protecting equipment's, iv) Hand Gloves and aprons, v) Safety Shoes, vi) Any other as required.
- Vendor Representative deputed at site shall obtain Gate Pass for entry to BCPL Premises, for the duration of work at BCPL Site after providing necessary documents to BCPL as per BCPL's requirements. The gate pass shall be handed over/returned after completion of visit at BCPL Site as per Contract.
- Vendor shall ensure that their Engineer shall carry out all work as per standards of maintenance/ Standard Practices and safety norms so as to ensure that no damage is caused to any existing/installed equipment/parts/components at BCPL Site.
- Vendor shall be responsible for any loss that occurs to BCPL on account of execution of work due to negligence/lack of knowledge etc. of the Service Engineer deployed at Site. Damages if any, to the structures /equipment's during execution of work will be made good by the Vendor without any claim and therefore utmost care should be exercised while execution of the work at site.
- The jobs are to be carried out under "Permit system" on receipt of the intimation from Site-In-Charge or Site Engineer. The supplier has to cross check for ensuring availability of



“Safety work permit” duly signed by Process/Safety Personnel with mechanical Site-In-Charge or Site Engineer before starting the jobs.

- The "Safety work permit" has to be returned back to the "EIC" or his representatives after completion of the jobs.
- The vendor shall employ such workers who are above 18 years of age. All personnel employed by the vendor shall have sound health, good character and conduct. They shall be medically fit and fully competent to perform the work.
- The personnel deployed for carrying out the jobs shall be technically sound and up to the satisfaction of “EIC”. BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline. If any replacement is sought by “EIC”, the same shall have to be arranged by the vendor within 24 Hours or as per instruction of “EIC”. In case of any dispute the decision of “EIC” shall be final and binding.

### **SCOPE OF WORK**

1. **Name of job:** Service Maintenance Contract (AMC) of Water cooled HVAC/Package AC system installed at BCPL project Site, Lepetkata.
2. **Period of Contract:** Period of contract shall be 24 months from the date of award of contract.
3. **Mobilization:** Mobilization period shall be within 10 days from the date of placement of LOA/LOI.
4. **Location and quantity of HVAC/Packaged AC System:**

| SR NO. | LOCATION                                              | TYPES OF AC | MAKE OF AC                           | TONNAGE OF COMPRESSOR | TOTAL QTY COMPRESSOR | REMARKS |
|--------|-------------------------------------------------------|-------------|--------------------------------------|-----------------------|----------------------|---------|
| 1      | SRR 01                                                | HVAC        | VOLTAS                               | 60 TR                 | 3                    |         |
| 2      | SRR 02                                                | HVAC        | VOLTAS                               | 50TR                  | 3                    |         |
| 3      | SRR 03                                                | HVAC        | VOLTAS                               | 50 TR                 | 3                    |         |
| 4      | UCR                                                   | HVAC        | VOLTAS                               | 40TR                  | 3                    |         |
| 5      | SS 04                                                 | HVAC        | VOLTAS                               | 40TR                  | 3                    |         |
| 6      | Environment S.A Analyser Shelter(ECU)                 | HVAC        | EXACSYS ( Axis Engineering Pvt Ltd ) | 50,000 Btu/Hr         | 1                    |         |
| 7      | Callidus Analyser Shelter (Thermal Oxidizer pkg)(ECU) | HVAC        | Custom Controls Company              | 2 Ton                 | 1                    |         |
| 8      | 113-AS-06(ABB)(ECU)                                   | HVAC        | EXACSYS ( Axis Engineering Pvt Ltd ) | 40,000 Btu/Hr         | 1                    |         |
| 9      | 113-AS-04(ABB)(ECU)                                   | HVAC        | EXACSYS ( Axis Engineering Pvt Ltd ) | 40,000 Btu/Hr         | 1                    |         |



|    |                        |      |                                      |               |   |  |
|----|------------------------|------|--------------------------------------|---------------|---|--|
| 10 | 113-AS-03(ABB)(ECU)    | HVAC | EXACSYS ( Axis Engineering Pvt Ltd ) | 50,000 Btu/Hr | 1 |  |
| 11 | 113-AS-05(ABB)(ECU)    | HVAC | EXACSYS ( Axis Engineering Pvt Ltd ) | 40,000 Btu/Hr | 1 |  |
| 12 | 113-AS-02(ABB)(ECU)    | HVAC | EXACSYS ( Axis Engineering Pvt Ltd ) | 40,000 Btu/Hr | 1 |  |
| 13 | 112-AS-03 (ABB)(GSU)   | HVAC | EXACSYS ( Axis Engineering Pvt Ltd ) | 30,000Btu/Hr  | 1 |  |
| 14 | 117-AS-01 (ABB)(LLDPE) | HVAC | EXACSYS ( Axis Engineering Pvt Ltd ) | 40,000Btu/Hr  | 1 |  |
| 15 | 117-AS-02 (ABB)(LLDPE) | HVAC | EXACSYS ( Axis Engineering Pvt Ltd ) | 40,000Btu/Hr  | 1 |  |
| 16 | 117-AS-03 (ABB)(LLDPE) | HVAC | EXACSYS ( Axis Engineering Pvt Ltd ) | 40,000Btu/Hr  | 1 |  |
| 17 | 118-AS-01(ABB)(PPU)    | HVAC | EXACSYS ( Axis Engineering Pvt Ltd ) | 30,000Btu/Hr  | 1 |  |
| 18 | 118-AS-02(ABB)(PPU)    | HVAC | EXACSYS ( Axis Engineering Pvt Ltd ) | 30,000Btu/Hr  | 1 |  |

#### 5. Work to be carried on Quarterly Basis:

Following works to be carried out under each Preventive Maintenance job but not be limited:-

1. Filters of AHU's/fresh Air inlet/Chemical filter etc. is to be cleaned regularly by cleaning chemicals as per service maintenance schedule. To supply filters if any damage found or replacement required.
2. To check refrigerant(R-22)/R-134a in the HVAC/Package AC system. Also if any leakage is observed the same may be rectified to maintain sufficient quantity of R-22/R-134a Refrigerant in the system. To supply required inventory stock of R22/R134a
3. To clean all the strainers and filters/drier installed at the aforesaid system. If some dries/expansion valves/LP/HP /solenoid valve /switches etc are found not working the same may be replaced by the newer one. Vendor will provide the spares for replacement of defective parts.
4. To check the alignment/looseness of all the belt driven equipment and rectify if required.
5. Cleaning of grills and diffusers installed in the system.
6. To check the gland /seal, coupling of pumps. Vendor to provide the spares.



7. To check the solenoid valve, safety controls mechanical, Electrical/ Electronics and inter-locking of the various equipments.
8. To check all AHU ducts/insulation/proper positioning/damage and rectifying the same where ever requires.
9. To check and lubricate (if required) the bearing of the pumps/motors/blower and keep the proper record. If required greasing to be done.
10. The check the foundation bolts of the pumps / motors and to take the necessary action if requires.
11. Check the quantity of Air flow from various out lets in each room/ Area as per drawings and do adjustment of dampeners etc as and when require.
12. Check the performance of each equipment of HVAC plant for proper functioning.
13. All the equipments/installations shall always be kept in good and trouble free operating conditions.
14. Contractors have to maintain records of break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks as per directions.

**6. Work to be carried on Yearly Basis:**

In addition to the above works mentioned in quarterly basis following works to be carried on yearly basis:-

1. Overhauling of compressor installed in the aforesaid HVAC system.
2. Replacement of compressor spare parts if defective.
3. Topping up lube oil in the compressor if required.
4. Cleaning of Cooling Water Line (Inlet & outlet) Line.
5. Cleaning of Condenser Unit and Evaporator Coil at AHU.
6. Checking of water cooled condensing unit.

**7. Breakdown job:**

All breakdown of these HVAC to be attended by the vendor within 24 hours from the intimation from BCPL without any additional financial implication except replacement of any major parts such as compressor, failing which penalty of Rs. 3000.00 per day will be imposed on the contractor.

**8. Supply of spares and misc. jobs**

The vendor shall supply the spares (e.g.-pre filters, compressor spares) and other misc. items (like expansion valve, copper tubes, flexible hose etc) on requirement basis from time to time and shall be reimbursed on submission of invoices with 10% overhead charges. All lube oil, general consumables, cleaning agents and chemicals are to be supplied by the vendor with 10% overhead reimbursement terms. Refrigerant gases to be supplied as per SOR rates.

| Sl.no. | Material description                                   |
|--------|--------------------------------------------------------|
| 1      | Refrigerant gases( R134a)( Each Cylinder of 61KG)      |
| 2      | Refrigerant gases(R22 )(Each Cylinder of 60-65 KG)     |
| 3      | AL. PRE FILTER 500W*500H*50, 10MIC.BOX ,AL. PRE FILTER |



|    |                                                                                                                                             |
|----|---------------------------------------------------------------------------------------------------------------------------------------------|
|    | 400W*500H*50, 10MIC.BOX-CCR                                                                                                                 |
| 4  | AL. PRE FILTER 500W*600H*50, 10MIC.BOX,AL. PRE FILTER 500W*500H*50, 10MIC.BOX,SSR-1                                                         |
| 5  | Chemical filters AL. PRE FILTER 585W*290H*145, 10MIC.BOX,585W*585*145,10MIC Box;585W*290H*45, 10MIC.BOX,585W*585*45,10MIC Box;-CCR and SRR1 |
| 6  | Compressor VOLTAS Model WCUR060OMNT-SRR 1;                                                                                                  |
| 7  | Compressor Voltas Model WCUR050OMNT-SRR 2 &3;                                                                                               |
| 8  | Compressor Voltas Model WCUR040OMNT UCR&SS4,                                                                                                |
| 9  | Compressor FREEZEKING/Bitzer Model TF -450, TF-265- Analyser                                                                                |
| 10 | Misc Work like Brazing,                                                                                                                     |
| 11 | Misc items like flexible hose, expansion valve, Copper Tubes etc                                                                            |

**All tools and tackles required carrying out maintenance of various systems, subsystems, components including tools of gas evacuation, oil draining and gas refilling shall be in the scope of contractor. Contractor will carry these tools to BCPL in each visit or store at site office inside BCPL.**



## भाग- VI SECTION – VI

### दर अनुसूची(एसओआर) SCHEDULE OF RATES (SOR)

#### PART-I (UN-PRICED BID)

#### PART-II (PRICED BID)

*[Do not quote here. Only confirm that you have uploaded the Priced SOR as per this format in Folder II (Finance /Price folder)]*



**PRICE SCHEDULE / SCHEDULE OF RATES (SOR) [PART - I - UN-PRICED BID]**  
**SECTION-VII**

**E-TENDER NO: BCPL/C&P/LE20W171MK/01621**

**NAME OF WORK: SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC SYSTEM INSTALLED AT BCPL, LEPETKATA**

| S.N. | Activity Line No. | SERVICE DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                            | UoM | QTY | UNIT RATE (Rs.) | AMOUNT (Rs.) |
|------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----------------|--------------|
| 1    | 10                | Quarterly Preventive Maintenance of 40/50<br><b>Long Text:</b><br>Quarterly Preventive Maintenance of 40/50/60 TR Water Cooled HVAC System installed at different control buildings including AHU, Blower Motor, water cooled condensing unit, reciprocating compressor, Evaporator Coil, and fresh air fan etc .This includes attending of any breakdown problem within 24 hours without any additional cost. | EA  | 30  | do not quote    | do not quote |
|      | 20                | Annual Maintenance/Overhauling of 40/50<br><b>Long Text:</b><br>Annual Maintenance/Overhauling of 40/50/60 TR Water Cooled HVAC System installed at different control buildings including AHU, Blower Motor, water cooled condensing unit, reciprocating compressor, Evaporator Coil, and fresh air fan etc .This includes attending of any breakdown problem within 24 hours without any additional cost.     | EA  | 10  | do not quote    | do not quote |
|      | 30                | Preventive Maintenance (PM) of Freezekin<br><b>Long Text:</b>                                                                                                                                                                                                                                                                                                                                                  | EA  | 26  | do not quote    | do not quote |

E-TENDER NO BCPL/C&P/LE20W171MK/01621 FOR SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC SYSTEM INSTALLED AT BCPL, LEPETKATA



|  |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |     |              |              |
|--|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|--------------|--------------|
|  |    | Preventive Maintenance (PM) of Freezeking/Bitzer make compressor installed at Analyser Flameproof HVAC system located at various unit.<br><br># PM includes gas and oil filling, checking of compressor, blower, condenser, evaporator, and other components of the HVAC system.                                                                                                                                                                                                                            |     |     |              |              |
|  | 40 | Overhauling of Freezeking/Bitzer make co<br><b>Long Text:</b><br>Overhauling of Freezeking/Bitzer make compressor installed at Analyser Flameproof HVAC system located at various unit. # Overhauling includes survey of the system for repair/replacement of the components of compressor and associated systems of the HVAC. Based on survey party shall supply the items to be replaced and complete the overhauling. Cost of items to be supplied by the party shall be claimed through Item Sr. No. 7. | EA  | 20  | do not quote | do not quote |
|  | 50 | Scope of supply of refrigerant gases (R1<br><b>Long Text:</b><br>Scope of supply of refrigerant gases (R134a)<br>[Make: Mafron/Floron](Each Cyclinder of 61KG)                                                                                                                                                                                                                                                                                                                                              | KG  | 120 | do not quote | do not quote |
|  | 60 | Scope of supply of refrigerant gases(R22<br><b>Long Text:</b><br>Scope of supply of refrigerant gases(R22 )<br>[Make: Mafron/Floron](Each Cyclinder of 60-65 KG)                                                                                                                                                                                                                                                                                                                                            | KG  | 480 | do not quote | do not quote |
|  | 70 | Scope of supply of Air Handling Unit Pre<br><b>Long Text:</b><br>Scope of supply of Air Handling Unit Pre Filters-CCR AL. PRE FILTER                                                                                                                                                                                                                                                                                                                                                                        | LMP | 1   | do not quote | do not quote |



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

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
|  | 500W*500H*50, 10MIC.BOX ,AL. PRE FILTER 400W*500H*50, 10MIC.BOX,SSR 1 AL. PRE FILTER 500W*600H*50, 10MIC.BOX,AL. PRE FILTER 500W*500H*50, 10MIC.BOX,CCR& SRR1 Chemical filters AL. PRE FILTER 585W*290H*145, 10MIC.BOX,585W*585*145,10MIC Box;585W*290H*45, 10MIC.BOX,585W*585*45,10MIC Box; spares for SSR1 Compressor VOLTAS Model WCUR060OMNT; UCR&SS4 Model WCUR040OMNT,SRR2&3 Model WCUR050OMNT; spares for GSU Analyser Compressor FREEZEKING Model TF -450, TF-265;Misc Work like Brazing, Supply of flexible hose, Copper Tubes etc.<br><br># Total Cost of supplied item shall be reimbursed with 10% overhead considering packing and transportation cost. |  |  |  |  |
|  | SUB TOTAL (Rs.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |
|  | SUB TOTAL(words)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |  |
|  | GST @18%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |  |
|  | GRAND TOTAL (Rs.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |  |

|  |                                                                             |  |
|--|-----------------------------------------------------------------------------|--|
|  | Signature of Authorized Representative:                                     |  |
|  | Name of authorized person submitting the tender on behalf of the Bidder(s): |  |
|  | Designation of authorized person:                                           |  |



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

|  |                                            |  |
|--|--------------------------------------------|--|
|  | <b>Name of Firm / Contractor/Owner:</b>    |  |
|  | <b>Address of Firm / Contractor/Owner:</b> |  |
|  | <b>Date:</b>                               |  |

NOTE:

|   |                                                                                          |
|---|------------------------------------------------------------------------------------------|
| 1 | BIDDERS ARE REQUESTED NOT TO INDICATE ANY PRICE IN THIS UNPRICED BID FORMAT.             |
| 2 | BIDDERS TO MENTION/INDICATE IN WORDS "QUOTED/NOT QUOTED" AGAINST RATES & AMOUNT OF ITEMS |
| 3 | BIDDERS TO INDICATE SAC (S)                                                              |

Bidders to mention/indicate in words "Quoted/Not Quoted" as applicable (using ball point pen with blue ink)



## PART - II - PRICED BID

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



## **CUT-OUT SLIPS**

**ENVELOPE – (I): POWER OF ATTORNEY AND VALID MSE  
CERTIFICATE [IF APPLICABLE]” – As per ITB 11.1.1, 5 & 16**

### **DO NOT OPEN**

**SUB: SERVICE CONTRACT OF WATER COOLED HVAC/PACKAGED AC  
SYSTEM INSTALLED AT BCPL, LEPETKATA**

**E-TENDER NO.: BCPL/C&P/LE20W171MK/01621**

BID SUBMISSION DUE DATE &  
TIME ON E-TENDER PORTAL : **16.03.2021 at 1430Hrs**  
ENVELOPE -1 SUBMISSION DUE DATE : **BETWEEN 16.03.2021– 23.03.2021**

TO

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

FROM:

**TO BE PASTED ON THE OUTER ENVELOPE CONTAINING ORIGINAL  
DOCUMENTS LIKE MSE CERTIFICATE & POWER OF ATTORNEY**