



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

Brahmaputra Cracker and Polymer Limited

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

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

निला: निब्रूगढ़, असम / DISTT.: DIBRUGARH, ASSAM

नपि कोडि - 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

ई- निवदा संख्या / e-TENDER NO:

E-TENDER NO: BCPL/C&P/LE19W219SD/01362

Dated 05.04.2020

**ई- निवदा दस्तावेज / e-TENDER DOCUMENT
FOR**

**“HIRING OF SERVICE CONTRACT FOR
OPERATIONAL ASSISTANCE IN ECU (PART-A) &
GSU (PART-B) OF BCPL, LEPTKATA FOR A
PERIOD OF 02 YEARS”.**

Tender Submission Date & Time	:	29.04.2020 at 14:30 Hrs
Tender Opening Date & Time	:	30.04.2020 at 15:00 Hrs
Pre-Bid Meeting	:	20.04.2019 at 15:00 Hrs
Tender Fee	:	Not applicable

EMD Amount	:	ECU (Part A): Rs. 9,36,000.00 GSU (Part B): Rs. 3,25,000.00
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Contact Person: - SAMRAT DUTTA

Administrative Building
BCPL Project Site, Lepetkata
Dibrugarh-786006, Assam.
sdutta@bcplindia.co.in
0373-0373-2914582 / 2914636



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IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

'TECHNICAL' AND/OR 'COMMERCIAL' QUERY(S), IF REQUIRED, MAY BE RAISED ON THE BIDDER(S) – THE DECISION FOR WHICH WILL BE SOLELY BASED ON CIRCUMSPECTION BY '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.



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FAQ

[QUESTIONS AND ANSWERS]

SL NO	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in & Gov. website https://eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable?	YES
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit ?	Yes, Please refer ITB Section of Tender Document.
5	Is there any exemption in submission of EMD and Security Deposit ?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy". (ii) There is no exemption in submission of SD (Security Deposit).
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
7	Whether Late bid can be considered?	No
8	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
9	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
10	In which mode of bidding/tendering, BEC (Bid	BEC is included in tenders floated on Open Tender/Limited Tender basis.

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	Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	
11	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.
12	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
13	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
14	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.

In case of TENDERING, the following documents in addition to uploading in the bid on BCPL's 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 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 (if applicable)**
- ii) EMD/Bid Security (if applicable)**
- iii) Power of Attorney**



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SECTION - I

INVITATION FOR BIDS [IFB]



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SECTION - I

INVITATION FOR BID [IFB]

**To,
PROSPECTIVE BIDDERS**

Date: 05.04.2020

SUB: “HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS”.

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

Dear Sir/Madam,

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

2.0 The brief details of the TENDER are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract Period shall be 02 year from the date as mentioned of as per LOI/LOA.
II	TENDER Fee		Not applicable
III	Earnest Money Deposit (EMD)	:	ECU (Part A): Rs. 9,36,000.00 GSU (Part B): Rs. 3,25,000.00
IV	BID DUE DATE & TIME	:	29.04.2020 up-to 14:30 Hrs
V	OPENING OF UNPRICED BID	:	30.04.2020 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	90 days from the date of opening of unpriced bids
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive Bidding through e-Mode (Under Two Bid System Basis)
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	20.04.2020 at 15.00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
X	CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT	:	<i>The contract performance security shall be 10% 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.</i> OR

e-TENDER NO. BCPL/C&P/LE19W219SD/01362 FOR HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS



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		<i>The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of Annualized basic Contract value and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized basic Contract value of Annualized basic Contract value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. Details as per ITB of Tender document.</i>
XI	PAYMENT TERMS	: As per Special conditions of Contract Part 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. As this being an online tender, please refer **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER**. The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or NIC e-portal <https://eprocure.gov.in>) and submit their Bid complete in all respects as per terms & conditions of Tender Document in NIC e-portal (<https://eprocure.gov.in>) on or before the due date of bid submission in e-mode.
- 6.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received [in e-mode through NIC e-portal (<https://eprocure.gov.in>)] 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.
- 7.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.



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- 8.0 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.
- 9.0 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 **20.04.2020 at 1500 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Dy. Manager (C&P) Phone No. 07896760769; Email ID: sdutta@bcplindia.co.in

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Samrat Dutta]
Sr. Manager [C&P]
E-mail: sdutta@bcplindia.co.in



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SECTION-II

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical: (as a single bidder)

1.1.1 The bidder must have **executed / completed** at least one (01) single order/contract of “**similar nature of work**” in **Petrochemical / Fertilizers / Petroleum Refinery /Chemical Plant/Power Plant/Gas Processing Complex/LPG Plant/Gas Processing Terminal** in the previous seven (07) years reckoned from the due date of unpriced bid opening having value not less than the **value as shown in the Table-1 given below:**

TABLE-1

PART	Minimum Qualifying Single Order Value (Rs. in Lakh)
ECU (PART - A)	138.04
GSU (PART - B)	47.89

Note. 1 :

- a) In case bidder(s) quotes for **more than one (01) Part**, the requirement of **minimum qualifying VALUE completed/executed in One Single order/contract** will be on **cumulative basis** and in such case the Bidder is required to submit **EMD on cumulative basis**.
- b) Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at sl. no. **1.3** below.
- c) Definition of “**similar nature of work**”: Similar nature of work indicates “**Providing Operational Assistance in process areas in Petrochemical / Fertilizers / Petroleum Refinery /Chemical Plant/Power Plant/Gas Processing Complex/LPG Plant/Gas Processing Terminal**.”
- d) The experience acquired by a bidder for project Management consultancy (PMC) job cannot be considered for qualifying the experience of BEC.

1.1.2 In case of running contract for similar nature of works as mentioned at Sl. no. 1.1.1 above, 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



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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.

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 for the specific service as mentioned in the tender 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 Enterprise (MSEs) or otherwise) has been given to a specific goods/job domain wherein they are registered for as mentioned above.

Since certificate of DIPP do not specify goods / job domain, startup bidders are required to submit the documents for the same including the application submitted to DIPP during registration of Startup Company.

1.2 **BEC- Financial: (as a single bidder)**

1.2.1 **TURN OVER:**

The **minimum annual turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (**FY: 2019-20 or 2018-19 or 2017-18**) shall not less than the **value as shown in the Table-2 given below:**

TABLE-2

PART	Minimum Annual Turnover Requirement (Rs. in Lakh)
ECU (PART - A)	138.04
GSU (PART - B)	47.89



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*In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2019-20** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2019-20** i.e **FY: 2018-19 or 2017-18 or 2016-17**. Accordingly, Annual Turn-over of the bidder for the **FY: 2018-19 or 2017-18 or 2016-17** shall be considered.*

1.2.2 NET WORTH:

*Net Worth of the bidder should be **positive** as per the **last audited financial statement**, i.e. **FY: 2019-20**.*

*In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2019-20** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2019-20** i.e **FY: 2018-19** along with un-price bid. Accordingly, Net Worth of the bidder for the **FY: 2018-2019** shall be considered.*

1.2.3 WORKING CAPITAL:

*The **minimum working capital** of the Bidder as per the last audited financial statement, i.e, **FY: 2019-20** shall not less than the **value as shown in the Table-3** given below:*

TABLE-3

PART	Minimum Working Capital Requirement (Rs. in Lakh)
ECU (PART - A)	27.60
GSU (PART - B)	9.57

Note:

- i) *In case bidder quotes for more than ONE PART, the requirement criteria for Annual Turnover and Working Capital shall be on cumulative basis and NET WORTH shall be POSITIVE.*



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- ii) *If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per **Format, F-15** having net worth not less than **Rs.100 crores**, confirming the availability of line of credit to meet the working capital requirement as mentioned above at **BEC clause no. 1.2.3** (Format specified in tender document).*
- iii) *Bidder has to upload / submit the audited financial results for the immediate 3 preceding financial years **as per BEC clause no. 1.2.1** i.e. **FY: 2019-20, 2018-19 & 2017-18**.*
- iv) *In case, audited financial results (Balance sheet and profit & Loss account statement) of **FY: 2019-20** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2019-20** i.e, (**FY: 2018-19, 2017-18 & 2016-17**). Accordingly working capital of the bidder shall be considered for the **FY: 2018-19**.*

1.2.4 Relaxed Norms for Startups (financial criteria):

Prior turnover for 'Startup' 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.

*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, 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.]

1.3 Documents/Documentary Evidence required to be uploaded (submitted) in e-tender portal of BCPL by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1 & 1.2:



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.1	Technical Experience Criteria – Document	[All documents to be uploaded(submitted) must be <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp</u>]
1.	1.1.1	Experience against completion of order	a) Bidder must submit the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which has been executed / completed towards similar nature of jobs as mentioned at sl. no. 1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract/Agreement submitted as mentioned at point “a” above, must be submitted. The <u>Completion Certificate or equivalent</u> must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion Certificate or equivalent</u> must be issued by the end-user/owner/authorized consultant.
2	1.1.2	Experience against execution of running AMC (Annual Maintenance Contract) / ARC (Annual Rate Contract)	a) Bidder must submit the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at sl.no.1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point “a” above must be submitted clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			must be equal to or more than the minimum prescribed value mentioned at sl. no. 1.1.1 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution Certificate or equivalent</u> must be issued by the end-user/owner/authorized consultant.
3	1.1.3	Experience against 'Startup' Company	a) Bidder to upload / submit the 'Certificate of Recognition' issued by Dept. 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. b) Bidder to upload/submit documents for the specific goods/jobs domains wherein they are registered for including the application submitted to DIPP 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.
	1.2	Financial Experience Criteria- Document [All audited financial statements/documents (balance sheet and profit & loss account statement under 1.2.1, 1.2.2 & 1.2.3 of above BEC) to be uploaded(submitted) must be <u>duly Certified/attested by Notary public with legible stamp</u>]	
4	1.2.1	Annual Turn-over (Not mandatory)	Bidder(s) shall submit copy(s) of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. FY: 2019-20 or 2018-19 or 2017-18.



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
		for start-ups)	In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2019-20 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2019-20 i.e, (FY: 2018-19, 2017-18 & 2016-17).
5	1.2.2	Net worth (Mandatory for all bidders)	Bidder(s) shall submit copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2019-20 . In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2019-20 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2019-20 i.e, (FY: 2018-19, 2017-18 & 2016-17).



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
6	1.2.3	Working capital (Mandatory for all bidders)	Bidder(s) shall submit copy of audited financial statement Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2019-20. In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2019-20 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2019-20 i.e, (FY: 2018-19, 2017-18 & 2016-17). If the bidder's <u>working capital is negative or inadequate as per BEC clause no. 1.2.3</u>, the bidder shall submit/upload a letter from the bidder's bank as per Format, F-15 having net worth not less than Rs.100 crores, confirming the availability of line of credit to meet the working capital requirement as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document).
7		Format, F-16 (Mandatory for all bidders)	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 enclosed duly signed and stamped by a Chartered Accountant only .

Note to above Bid Evaluation Criteria (point no. 1.0):

- A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for



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subsidiary/Fellow subsidiary/Holding company. Such bidders to upload (submit) these documents in addition to the documents specified in the bidding documents to meet BEC.

- ii) *Bids of Joint Venture / Consortium are not acceptable.*
- iii) *Experience of bidder acquired as a subcontractor can be accepted against submission of work completion certificate from end user by such bidder along with other specified documents as mentioned in sl. no. 1.3 above under BEC clause no. 1.1.1.*
- iv) *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 only [out of total quantity of composite work] shall be considered for the purpose of evaluation.*
- v) ***Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL.***
- vi) *Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.*

The cut-off date for meeting the criteria of BEC of the tender shall be the due date for submission of bid.

2.0 Methodology for Evaluation of Bids:

- 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 will be done on part wise basis. Bidder shall quote for each Part as an independent job. For the purpose of evaluation of bid and arriving at the L1 bidder, the total value of SOR for each Part shall be considered including GST as under:*



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- Work centre/Project is entitled to avail Tax Credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of input tax credit available for the tendered items/services/ works:
 - The input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids.
- 2.3 Bidder can quote for any one Part or more than one Part(s) or for all Part(s). **The bidder should clearly indicate the Part(s) against which they are submitting their Bid by specifying in their covering letter as well as marking in Blank SOR as “Quoted” / “Not Quoted”.** Price bid of techno-commercially qualified bidder(s) shall be considered for opening only for the part(s) for which the bidder(s) individually qualifies(s).
- 2.4 Bidders shall submit EMD amount as per clause no. 2.3 above (on cumulative basis, if quoting for more than one Part). Part(s) for which EMD is not submitted shall not be considered for evaluation.
- 2.5 If a bidder happens to be Lowest in more than one Part(s) but has qualified only for one or more than one of the Part(s) and not all the quoted Part(s), award of Contract will be based on “Least Cost to BCPL” basis, Part wise, as the case may be. Once certain Part(s) are awarded to such L1 bidder (On Least Cost to BCPL basis), the bidder ceases to be lowest bidder for the remaining Part(s). The award of remaining Part (s) on other bidders should not be considered as award on L2, L3...bidder. BCPL’s decision in this regard shall be final and binding on the bidder.
- 2.6 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.]*
- 2.7 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.



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- 2.8 In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy for startup.
- 2.9 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.**
- 2.10 **None of the participated bidder(s) can quote '0' or '-ve' value while quoting their rate in SOR, as system will not allow any bidder to quote '0' or '-ve'. Bidders are requested to quote the rate more than '0' considering the cost involved in deployment of supervisor / site-in-charge for 2 year contract period & the cost of providing PPEs on as and when required basis.**
- 2.11 Startups are exempted from submission of **EMD.**
- 2.12 **CPBG: The following CPBG clause shall be incorporated in tender document,**
- 2.11.1 The contract performance security shall be 10% 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.

OR

- 2.11.2 The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of Annualized basic Contract value and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized basic Contract value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. Details as per ITB of Tender document.
- 2.13 **PPP Policy 2012:**
The said job/service is splittable and hence job is to be awarded to MSE vendor as per Public Procurement Policy, 2012 as below including the other provisions as mentioned in ITB of tender document.



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In case of Micro and Small Enterprise(s) quoted their prices within the price band of L1+15% and are not L2, L3 bidder, they shall also be allowed to provide a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is someone other than a micro and small enterprise and such micro and small enterprise shall be awarded upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the job shall be shared proportionately. Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned SC/ST entrepreneurs/MSEs owned by women.

NOTE TO “BID EVALUATION CRITERIA [BEC]”

[FOR STRICT COMPLIANCE]

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/ INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE “ELIGIBILITY CRITERIA” ALONGWITH THE ‘OFFER’, FAILING WHICH THE ‘OFFER’ MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.
- [III] Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

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SECTION-III

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



SECTION-III

INSTRUCTION TO BIDDERS

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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.

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



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

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

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

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

- 2.4 Bidder shall not be affiliated with a firm or entity:
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 that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

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

- 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**



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- 4.1 A bidder shall submit only one 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 bid will cause all the proposals in which the bidder has participated to be disqualified.
- 4.2 More than one bid means bid(s) by bidders(s) having same proprietor / partners / Limited Liability Partners in any other Bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
- 4.3 Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 4.4 Alternative bids shall not be considered.
- 4.5 The provision mentioned at sl. no. (4.1) and (4.2) shall not be applicable wherein bidder are quoting for different items / Sections / Parts / Groups / SOR Items of the same tender which specify evaluation on items / Sections / Parts / Groups / SOR item 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 FOR THIS TENDER

6 SITE VISIT-NOT APPLICABLE

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

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

Section-I	:	Invitation for Bid [IFB]
Section-II	:	BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
Section-III	:	Instructions to Bidders [ITB] Annexure Forms & Format
Section-IV	:	General Conditions of Contract [GCC]
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Section-VI	:	Scope of Work [SOW] and Technical Specification [TS]
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*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

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

8 CLARIFICATION OF BIDDING DOCUMENTS

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

9 AMENDMENT OF BIDDING DOCUMENTS

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

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID



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11.1 Bids are invited under the Two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed 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).
- (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) Documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (m) Undertaking on the Letter head, as per the Form F-12.
- (n) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- (o) Any other information/details required as per Bidding Document
- (p) All forms and Formats including Annexures.
- (q) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (r) Additional document specified in Bidding Data Sheet (BDS).

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

11.1.2 FOLDER -II: Price Bid

The Prices are to be submitted strictly as per the Schedule of Rate (SOR : Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.

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.

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.

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.



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In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

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.



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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 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.



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- 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, GAIL 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 GAIL 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 GAIL 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.



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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.



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- 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)** 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



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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- :

(THE ORIGINAL DEMAND DRAFT OR BANK GUARANTEE SHALL BE FORWARDED TO BCPL. THE ORIGINAL HARDCOPY OF DEMAND DRAFT OR BANK GUARANTEE OF EMD HAS TO BE REACHED BCPL ON OR BEFORE 7 DAYS AFTER OPENING OF UN PRICE BID. OTHERWISE THE BID SHALL BE REJECTED.)

- 16.1 Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque'[in favor of Brahma Putra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 16.2 The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3 BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5 Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
 - (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",



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- (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
- (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.8 In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.

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

17 PRE-BID MEETING (IF APPLICABLE)

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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

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

18 FORMAT AND SIGNING OF BID

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

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

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this,



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

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

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

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

20 E-PAYMENT

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

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

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

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

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

22 DEADLINE FOR SUBMISSION OF BIDS



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

23 LATE BIDS

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

In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the unopened bid.

- 23.4 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. IN CASE OF E- TENDERING

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

24.1.1 FOR MANUAL BIDDING

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

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

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

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

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



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job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 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



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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 of material deviation, reservation or omission.

30 CORRECTION OF ERRORS

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

- (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



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

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32 EVALUATION AND COMPARISON OF BIDS

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

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

34 PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT

35 AWARD

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

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

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

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

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

37 SIGNING OF AGREEMENT

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



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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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

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

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

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

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

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

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

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



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

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

Issue of tender document to MSEs free of cost.

Exemption to MSEs from payment of EMD/Bid Security.

In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

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

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

In case of proprietary MSE, Proprietor(s) shall be SC/ST.

In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit

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.



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

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

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

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

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

41 AHR ITEMS

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

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

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

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

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

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43 INCOME TAX & CORPORATE TAX



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- 43.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 43.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 43.3 Work Contract tax/VAT as may be applicable shall be deducted as per trade tax.
- 43.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction. Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

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

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

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

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

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



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- 45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46 BILLING SYSTEM

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

Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date



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

Address:

To,

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

47 TRANSPARENCY

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

48 SALE OF BID DOCUMENTS

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

49 SUBLETTING & ASSIGNMENT

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

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

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

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

51. CHECK MEASUREMENT



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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:

Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)

Site-In-Charge/Site Engineer will check 100% measurements of executed work.

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.

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.

Where PMC is EIC (e.g Project Construction):

PMC will check 100% measurements of executed work.

BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.

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.

Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):

Third Party Inspector will check 100% measurements of executed work.

BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.

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.

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.

OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.

5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.

6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.

7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."

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



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override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.

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.

53. **PROVISION WITH RESPECT TO CARRIAGE BY ROAD ACT 2007:**

As per the Section 3 of the 'Carriage by Road Act 2007', no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Therefore, goods should be transported through common carriers only and also a specific provision in the tender be made which makes it incumbent on the supplier to transport the contracted material /supplies only through registered common carriers.

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.

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.

54. **QUARTERLY CLOSURE OF CONTRACT:**

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

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

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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.

A2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”

A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.

A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

Whether the management is common;

Majority interest in the management is held by the partners or directors of banned/ suspended firm.

(c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

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

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



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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.

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.

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.



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B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.

Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.

Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:



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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.



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F. Appeal against the Decision of the Competent Authority:

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

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

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

G. Wherever there is contradiction with respect to terms of '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.



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

3.1 FOR PROJECTS

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

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

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

Where Performance rating is “POOR”:

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

Poor Performance due to reasons other than Quality : One Year

Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): Two Years

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”



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(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

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

A) Where performance rating is “POOR”

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

Poor Performance due to reasons other than Quality : One Year

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



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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.



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

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

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

9. **APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**
The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

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

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

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

10. ERRANT BIDDER

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

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

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

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Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks



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1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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



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1.3 RELIABILITY PERFORMANCE

20 Marks

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



ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

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

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

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

which contains instructions in respect of e-Tendering essentially covering security settings required for bidder's PC / Laptop, uploading and checking the status of digital signature in the bidder's PC / Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/Bid etc. Further, the troubleshooting issues are also available in the form of FAQs (link given in website) which can be downloaded from E-Tender Portal (<https://eprocure.gov.in/eprocure/app>).

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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

3.1 PC/Laptop with Windows OS, Internet Explorer:



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

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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

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

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

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:



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(I) What is a Digital Signature?

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

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

(II) Why Digital Signature is required?

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

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

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A).

Information about CA's can be obtained through CCA India website

(<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

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

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

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

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

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

Bidders who wish to participate against e-tenders uploaded on BCPL's e-tender under NIC CPP Portal website (<https://eprocure.gov.in/cppp/>) (e-tender portal) should follow the steps Mentioned in



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the “**Bidders Manual Kit**” available on BCPL website / (go to <https://eprocure.gov.in/eprocure/app> → click Bidder manual kit) which shall guide them to Search, Display/View, Download and Submit electronic Bids/Offers online in a secured manner ensuring confidentiality. Bidder can also download the tender documents from BCPL websites, but they must have to quote through e-mode only (CPP Portal).

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

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

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

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

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

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

Note:

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-tender portal.



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- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

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

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

8.2 Priced Bid:

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

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

9. E-Tender demo during pre-bid conference:

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

10. Submission of documents:

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

11. Last date for submission of bids:

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

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

12. Internet connectivity:

If bidders are unable to access BCPL's e-tender under NIC CPP Portal system or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind



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any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/Broad band internet connectivity without Proxy settings is another option.

13. **Help to Contractors:**

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

14. **FAQ:**

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

15. **e-Brochure:**

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

16. **DSC for Foreign Bidders:**

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

17. **System Malfunction Procedure:**

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

18. **IT Resources:**

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

19. **Form for DSC Deactivation for bidders:**

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

20. **Search Tender for Guest Users:**

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

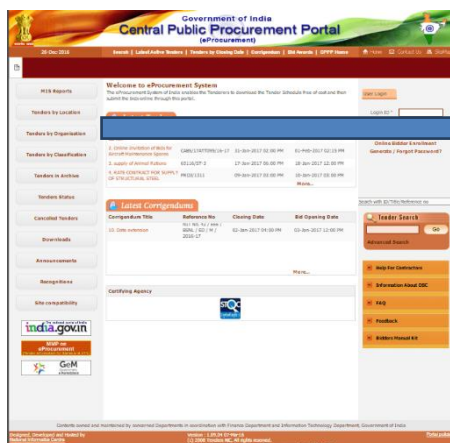


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Tenders by Location

Tenders by Organisation

Tenders by Classification

Tenders in Archive



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21. Check list / Quick View Summary:

one time activity	1	GET THE DIGITAL SIGNATURE CERTIFICATE	plz. Refer	Please refer clause 3.6 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click Information about DSC.	
	2	GET THE HARDWARE / IT RESOURCES:- Computer/laptop, Internet etc	plz. Refer	Refer clause 3.1, 3.2, 12 of Ready reckoner to participate in e-tender available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click downloads --- click resources required	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click trouble shooting
	3	GET ENROLLED WITH BCPL e-tender THROUGH CPP PORTAL OF NIC AND TO GET USERID & PASSWORD FOR NEW VENDORS	plz. Refer	Refer Guideline for Bidder enrolment process available in BCPL website	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click Registration of Bidders	
	4	UPLOADING OF MY DOCUMENTS	plz. Refer	Bidder can upload their regular documents like PAN, BALANCE SHEET, VAT/CAT and other certificate	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click Uploading of my documents	
	5	SEARCH BIDS	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click tender by location / by organization / by classification	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- click Clarifications (Tender Status, My Archive...)	
	6	ON LINE e-BID SUBMISSION involved EMD/FEE, technical bid (part I) & finance bid (part II)	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go through online e-bid submission	also refe	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- Online e-Bid Submission	
	7	FINANCE BID/PRICE BID/PART II Preparation guidelines	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go BoQ Preparation Guidelines			
	8	ON LINE e-BID WITHDRAWAL	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go Online Bid Withdrawal			
	9	ON LINE e-BID Re-SUBMISSION	plz. Refer	ROUTE:- https://eprocure.gov.in/cpp/pl --- click e-procure --- click bidder manual kit --- go Online Bid Re-submission			

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



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The screenshot shows the Central Public Procurement Portal (eProcurement) interface. It includes a header with the Government of India logo and navigation links. The main content area displays 'Latest Tenders' and 'Latest Corrigendums' with columns for Tender Title, Reference No, Closing Date, and Bid Opening Date. A sidebar on the left contains links for MIS Reports, Tenders by Location, Tenders by Organisation, Tenders by Classification, Tenders in Archive, Tenders Status, Cancelled Tenders, Downloads, Announcements, Recognitions, and Site compatibility. A 'User Login' section is also present on the right.

The screenshot shows the 'Help For Contractors' section of the eProcurement portal. It includes links for 'Information About DSC', 'FAQ', 'Feedback', and 'Bidders Manual Kit'. A blue arrow points from the 'Feedback' link in the sidebar of the previous screenshot to this section.

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

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

In FAQ user will get various FAQ related to:

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

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

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

1	Notice to Bidders	notice_to_bidders.pdf
2	Registration of Bidders	bidder_registration.pdf
3	Uploading of My Documents	my_documents.pdf
4	Online e-Bid Submission	two_cover_bid_submission.pdf
		three_cover_bid_submission.pdf
		four_cover_bid_submission.pdf
		single_cover_bid_submission.pdf
5	Online Bid Withdrawal	bid_withdrawal.pdf
6	Online Bid Re-submission	bid_resubmission.pdf
7	Clarifications (Tender Status, My Archive...)	enquiry.pdf
8	Trouble Shooting	troubleshoot_document.pdf
9	BoQ Preparation Guidelines	BoQ_Help_Bidder_ItemRate.pdf
		BoQ_Help_Bidder_ItemWise_Tax.pdf



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[BoQ_Help_Bidder_Percentage.pdf](#)

HELP DESK (BCPL)

Phone : 6900182953 (only for e-tender queries)

Mobile : 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cphp-nic@nic.in



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 : E-TENDER NO.: BCPL/C&P/LE19W219SD/01362				
1.1	The Employer/Owner is: M/s Brahma Putra Cracker & Polymer Limited.				
2.1	Name of the Contract: HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS.				
3	BIDS FROM CONSORTIUM / JOINT VENTURE <table border="1" style="margin: 10px auto; width: 60%; border-collapse: collapse;"><tr><td style="text-align: center;">APPLICABLE</td><td style="text-align: center;">☐ NO</td></tr><tr><td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;">☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Samrat Dutta, Sr. Manager (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt. Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914635. Email id: sdutta@bcplindia.co.in ;				
C. PREPARATION OF BIDS					
ITB clause	Description				



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11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers):
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The TENDER No. of this bidding process is: BCPL/C&P/LE19W025SD/01096
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: Samrat Dutta, Sr. Manager (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt. Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914635. Email id: sdutta@bcplindia.co.in ;
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India



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Enterprise), C&P Department, Administrative Building, PO: Lepetkata,
Distt. Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914635.
Email id: sdutta@bcplindia.co.in;

Date: 30.04.2020

Time: 15:00 Hrs.

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td>☒ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☒ YES</td></tr></table>	APPLICABLE	☒ NO	NOT APPLICABLE	☒ YES
APPLICABLE	☒ NO				
NOT APPLICABLE	☒ YES				

F. AWARD OF CONTRACT

ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this TENDER] State: Assam				
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td>☒ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☒ NO</td></tr></table> Applicable: As specified in Section –II of TENDER document.	APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO
APPLICABLE	☒ YES				
NOT APPLICABLE	☒ NO				



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



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FORMS & FORMATS



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LIST OF FORMS & FORMAT

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



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F-1

BIDDER'S GENERAL INFORMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS".

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration] {CERTIFICATE OF INCOPORATION / ROC / ROF} May tick on the applicable document and submit the same.
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number [Mobile & Landline]	_____ _____
9	E-mail address	
10	Website	
11	Fax Number:	_____



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12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
22	GSTIN	Please submit GST Registration Certificate
23	Vendor Classification Mark (√) on the applicable one.	Registered ☐ Un-registered ☐ Compound Scheme ☐ PSU , GOVT ☐ SEZ ☐
24	WHETHER START-UP?	YES/NO
24	Kindly specify with documentary evidence (a) for which service, START-UP is registered for:	
25	EPF / PF No.	_____ Please submit relevant Certificate
26	POWER OF ATTORNEY & NAME OF PERSON	Submitted_____ Name:_____
27	Acceptance of one bid per bidder clause as per ITB clause no. 4	
28	Bid submitted for	PART: A / PART-B / PART-A & PART-B (Specify)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS".

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

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:



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(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

F-3

LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS”.

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

Dear Sir,

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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F-4

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

BRAHMAPUTRA CRACKER & POLYMER LTD.

“ADMINISTRATIVE BUILDING” LEPETKATA,

NH-37, P.O. LEPETKATA, DIBRUGARH,

ASSAM, PIN – 786 006

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____



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

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

.....



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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: "HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS".

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

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

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS".

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

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:



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

F-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS”.

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

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:



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Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS".

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

Dear Sir,

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

_____, the following Certificate shall be automatically enforceable:

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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(A Government of India Enterprise)

F-9

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

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



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- _____ 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. _____ (contractor) on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum _____



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or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

.....



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AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS”.

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

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 GST or any other taxes.	
5	Confirm acceptance of relevant Terms of Payment specified in the Bid Document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10	Confirm acceptance of all terms and conditions of Bid Document (all sections). Confirm that printed terms and conditions of bidder are not applicable.	
11	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	

e-TENDER NO. BCPL/C&P/LE19W219SD/01362 FOR HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS



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Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
12	Please furnish TENDER Fee details:	Not Applicable
13	Please furnish EMD/Bid Security details : EMD/ Bid Security No. & date Value Validity	
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.	
21	Confirm that bidder accept all technical & commercial terms & conditions of the contract.	
22	Confirm that bidder accept SCC & SOW of the contract.	
23	Furnish GSTIN	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS".

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

Dear Sir,

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

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

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

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

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



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS”.

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS".

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping / digital signing on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and stamped / digital signing of bidding document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/ Banning, liquidation court Receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		



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DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/NA	NO
1.	EMD Value	ECU (Part A): Rs. 9,36,000.00 GSU (Part B): Rs. 3,25,000.00	YES/NA	NO
A	DD	DD No. _____ dated For Rs. _____	YES/NA	NO
B	BG	BG VALIDITY BEYOND 3 (THREE) MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/NA	NO
C	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)</i>	<i>As mentioned in Bidders Evaluation Criteria</i>	YES	NO
4	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.2)</i>	<i>As mentioned in Bidders Evaluation Criteria</i>	YES	NO
5	Financial Experience (as stipulated in BEC 1.2)		YES	NO
6	TENDER Document signed & stamped	Signed & stamped / digital signing all pages ALONGWITH UNPRICED BID.	YES	NO
7	SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
8	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL	YES	NO
9	Acceptance of all technical criteria	AS PER THIS TENDER	YES	NO
10	Acceptance of all other clause & condition (both technical & financial)	AS PER THIS TENDER	YES	NO

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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



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THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

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

NB:

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

Sl. No.	List of Order Details	Description		Details [to be mentioned by the bidder]
A	1 st Order/ LOI/Contract			
A1		Name of Order issuing Agency/Client/Owner/Company	:	
A2		Order No. & Date	:	
A3		Brief Details/Name (Nature) of Supply	:	
A4		Contract/Order Value (in Rs.)	:	
A5		Period of Contract/ Order	:	



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A6		Completion /Execution Certificate (as applicable) to contain the following: Date of issue i. Brief Details/Name (Nature) of Supply ii. Period of Contract/ Order iii. Actual Date of Completion/Execution iv. Executed Value v. Executed Qty, etc		
B	2 nd Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]
B1		Name of Order issuing Agency/Client/Owner/Company		
B2		Order No. & Date		
B3		Brief Details/Name (Nature) of Supply		
B4		Contract/Order Value (in Rs.)		
B5		Period of Contract/ Order		
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc		
C	3 rd Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]
C1		Name of Order issuing Agency/Client/Owner/Company		
C2		Order No. & Date		
C3		Brief Details/Name (Nature) of Supply		
C4		Contract/Order Value(in Rs.)		
C5		Period of Contract/ Order		
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order		



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



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

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

NB:

1. **Format-16** (to be **Submitted**) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
2. **Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2019-2020, 2018-2019 & 2017-2018 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped** (duly certified /attested) by Notary Public with legible stamp and to be submitted.
3. **Bidder to Put 'tick mark' only** [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]

1.2	FINANCIAL CRITERIA		DOCUMENT DETAILS SUBMITTED FOR THE BELOW FINANCIAL YEAR:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e FY: FY: 2019-2020, 2018-2019 & 2017-2018 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2019-2020 FY: 2018-2019 FY: 2017-2018 FY: 2016-2017	Yes / No Yes / No Yes / No Yes / No	



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1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2018-2019. Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ Email ID:_____	Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-16 as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant:_____ Membership No. of Chartered Accountant_____	Yes / No	



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

(To be provided on Bank's letter head)

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



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FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

***Refer Instructions**

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:

Membership No.:

Instructions:

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



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BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS".

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

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

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

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____



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E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



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SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract. (https://bcplonline.co.in/UploadFiles/GCC_CONTRACTS.pdf)

Thanking you,

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

Name:

Designation:

Company Seal:



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SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]



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SECTION-V

SPECIAL CONDITION OF CONTRACT

NAME OF WORK:

SUB: “HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS”.

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

INTRODUCTION:

- 1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Scope of Work, Schedule of Rates, Specifications, Drawings and any other documents forming part of the contract, wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of the document shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions 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 or variations in the Special Conditions of Contract and are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.4 The work is to be carried out in “restricted area” and contractor will have to work strictly as per instruction of Engineer-In-Charge and obtain permission in standard format for every employee working for him, who are liable for physical check by competent authority as decided by Engineer-In-Charge at any time.
- 1.5 This contract is primarily meant for the regular operational assistance activities in Part A: Cracker Unit; Part B: Gas Sweetening Unit of BCPL Lepetkata Plant.
- 1.6 Wherever it is mentioned in the specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood that that the Contractor shall do so at his own cost and the value of contract shall be deemed to have included cost of such Performance and provisions, so mentioned.
- 1.7 All manpower engaged shall have adequate industrial experience years in relevant field. All the workers shall be interviewed by EIC / Concerned Departmental In charge for suitability. In case any worker is found not to be suitable then the contractor has to arrange another suitable worker as replacement.
- 1.8 The quoted rates shall be firm and valid till the complete execution of the order.



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1.9 LOCAL CONDITIONS: Each bidders must have to know all local conditions and factors such as statutory labour enactments / amendments & Memorandum of Settlements (MoS), if any, which may have effect including financial implication on the execution of the contract in their own interest.

Bidders may seek clarifications (if any) regarding such local conditions from BCPL, before participating in the tendering process. However, company shall not entertain /consider any request for clarification from the bidder, once bid is submitted.

It is the sole responsibility of the bidder that such factors have properly been evaluated and considered while submitting the bid proposal. No claim whatsoever including financial adjustments arises on account of failure of the bidder to apprise himself about the local conditions/MoS, (if any) will be entertained by the company once bid is submitted.”

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

2.0 SCOPE OF WORK:

The contractor has to execute the operational assistance jobs in Ethylene Cracker Unit (ECU) and GSU/C2+ Recovery Unit of BCPL Lepetkata under PART A & PART B respectively as per the SOR PART A & PART-B. However, for urgent requirement, as per instruction of the EIC, the contractor has to execute the jobs covered in / similar to items of this contract in any other existing area / plant of BCPL and any expansion projects of BCPL, Lepetkata on same rates, terms and conditions. The detailed scope of work for the contract of operational assistance activities-

- In PART A : ECU : is as per **Detail Scope of Work Part A**
- In PART B: GSU/C2+ Recovery : is as per **Detail Scope of Work Part-B**

3.0 STATUTORY & NON STATUTORY WAGE COMPONENTS AND SCHEDULE OF RATES:

3.1 The contractor shall ensure payment of the following wage components / statutory payments / obligation to the persons engaged by him against this contract in BCPL as indicated in Schedule of rates. Subsequently, the contractor will take suitable reimbursement from BCPL upon submission of requisite documentary evidence against proof of payment. However the same is subject to change in line with any modification/amendment of acts/laws/rules and statutory compliances.



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SN	Description	Wage Components**
A	Minimum wage	Minimum wages as notified by Central Government or State Government from time to time (whichever is higher).
B	<u>Variable Dearness Allowances</u>	<u>as notified by Central Government or State Government from time to time</u>
C	<u>Paid Annual Leave as per Factories Act 1948</u>	<u>01 day against each 20 days of work performed</u>
D	Paid National Holidays & Festival holidays.	03 National Holidays per year & 08 Festival Holidays per year
E	PF Contribution including EDLI & Administrative Charges	13 % of minimum wage (Employer contribution)
F	Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015	8.33% of wage (Rs 7000 or Minimum wages whichever is higher)
G	ESIC as per the provisions of Employee State Insurance Act-1948	3.25% of gross wage (Employer contribution)
H	<u>Non Statutory Allowance @ 16%</u>	<u>As per MOS reached between BCPL contractors worker union & major contractor undertaking various jobs at BCPL</u>
I	Shift Allowances (Rs. 30/- for A & B-shift and Rs. 40/- for C-shift)	<u>As per MOS reached between BCPL contractors worker union & major contractor undertaking various jobs at BCPL</u>
J	Death Gratuity	Gratuity will be payable only in cases of death or permanent disablement during the currency of contract as per the provisions of Payment of Gratuity Act, 1972

**Any variation to the above statutory components during the contract period will be paid by the contractor and subsequently, will take reimbursement from BCPL.

3.2 The Contractor shall provide first lot of safety wear & PPEs i.e. two sets of 100% cotton Uniforms, one pair of safety shoes, two sets of socks and one safety helmet as per safety norms to all the deployed manpower within three (03) months from the date of commencement of the contract. The second lot of safety wear and PPEs mentioned above will be distributed within 15 months from the date of commencement of work. Accordingly, the contractor shall take reimbursement from BCPL towards supply & distribution of mentioned safety wears to the contract workers. Colour and specification of the uniform shall, however, be



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finalized in consultation with Engineer-in-charge / Site-in-charge / F&S representative. The ceiling limit for one pair of safety shoes, two sets of socks, one helmet and two pair of uniform is Rs. 3000/- per year per Worker.

3.3 The Contractor shall conduct the health check-up of all deployed contract workers 6 monthly through through registered medical practitioner as per the provisions of the Factories Act-1948 and Assam Factories Rules -1950 and rules made thereunder. Normally health check up to be taken up in the month of i) 1st Health check up in September ii) 2nd Health check up in March iii) 3rd Health check up in September and iv) 4th Health check up in March in consultation with Engineer-in-charge/Site-in-charge. Subsequently, the contractor shall submit the health check-up report to EIC and shall take reimbursement from BCPL towards health check up to the contract workers. The ceiling limit for health check-up is Rs. 750/- per worker 6 monthly.

3.4 For quoting the overhead & profit (SOR sl no. 12 of PART-A & PART-B, the bidder shall consider the cost of followings:

- deployment of one no of supervisor/site-in-charge in Part-A contract and one of supervisor/site-in-charge in Part –B towards contract management, manpower handling, handling of medical emergencies, supply of the materials as per defined scope, maintenance of the documents / labour registers as per factory act and RLC requirement, billing, jobs related to timely deposit of PF/ESIC contributions etc. and any other jobs as per instruction of EIC.
- supply of consumable type safety items e.g. cotton hand gloves, ear plugs, dust musk, safety goggle, PVC hand gloves & suits (whenever required) etc
- Contractor's general overhead & profit margin for contract management.

All these factors should be considered while quoting SOR Item No. 12 of PART A and PART B and the rates are to be quoted as lump sum monthly basis. No variation in SOR rates against this shall be permitted till completion of the contract. **The quoted rate cannot be (-) ve or zero.**

4. CONTRACTUAL OBLIGATIONS & GUIDELINES FOR ADHERENCE TO VARIOUS LABOUR REGISTRATIONS:

4.1 The contractor is responsible for obtaining the labour licence under the provisions of the Contract Labour (R & A) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.



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- 4.2 Minimum Wages shall be paid as notified under Minimum Wages Act-1948 and its amendment thereof. Escalation of Minimum Wages (i.e. increase in DA) in every 6 months i.e. 1st April and 1st October to be provisioned.
- 4.3 03 days Paid National Holiday (26th Jan, 15th Aug & 2nd Oct) and 08 days Paid Festival Holiday shall be granted to every workman during a calendar year.
- 4.4 Annual Leave wages shall be allowed to workman as per the provisions of the Factories Act-1948 and rules made thereunder.
- 4.5 Payment of bonus to their respective contract workers as per the Payment of Bonus Act-1965 and Payment of Bonus (Amendment) Act 2015
- 4.6 Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The Contractor shall have his own PF Code No with RPFC as required under EPF Misc. Provisions Act, 1952. It is also required that Contractor would obtain a sub-code under EPFO, Tinsukia and deposit the contribution of its workers in EPFO Tinsukia. The contractor must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, PF Challan, Confirmation slip and Acknowledgment along with monthly RA bill/s.
- 4.7 The contractor has to ensure deposition of PF contribution as per as per Employees' Provident Fund and Miscellaneous Provisions Act, 1952.
- 4.8 Shift Allowance shall be paid to the workers who perform their duties in A, B & C Shifts.
- 4.9 Contractor to issue Employment Card to all the contract workers engaged by the contractor in FORM XIV (See Rule 76) of Contract Labour (Regulation & Abolition) Act. 1970.
- 4.10 Contractor shall issue wage slip to their respective contract workers in "Form XIX" under Rule 78 (1) (b) of the Contract Labour (Regulation & Abolition) Act. 1970.
- 4.11 Contractor shall obtain all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations.
- 4.12 Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (R & A) Act 1970, Minimum Wages Act, 1948, the Payment of Wages Act, 1936 and other relevant Acts, Rules and regulations enforced from time to time.
- 4.13 Contractor shall be solely responsible and indemnify BCPL against all charges, dues, claims etc. arising out of the disputes relating to dues and employment of personnel deployed by him at BCPL.
- 4.14 Contractor shall indemnify BCPL against all losses or damages caused to it, on account of acts of the personnel deployed by him.



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- 4.15 Contractor shall ensure regular and effective supervision of personnel deployed by him at BCPL for undertaking the contractual obligations.
- 4.16 Contractor is required to maintain all statutory registers and records as per the provisions of various applicable Labour Laws and submits the same to BCPL as and when required.
- 4.17 Contractor shall deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- 4.18 In addition to the above contractor shall ensure implementation of all applicable labour laws / legislation, rules made thereunder and amendments issued by Appropriate Authority from time to time and shall be solely responsible for compliance.
- 4.19 Contractor has to get the wage register certified and signed by the EIC or its authorized representative while disbursing the wages to the deployed personnel.
- 4.20 Since this contract is mainly for providing the operational assistance services in as defined in the SOR items, some manpower shall be deployed by the contractor in rotational shift basis (A/B/C shifts) and some manpower shall be deployed in general shifts. Whatever jobs come up in the plant are to be completed in all respect as per plant requirement. In case the jobs need to be carried out beyond normal duty hours as per plant requirement, the same are to be executed as per the instructions of EIC / Site In-charge.

The required overtime hours (OT) required for entire contract period of two years shall be treated as EXTRA ITEM for the successful bidder for deputing manpower assistance on OT hours payable as per the factory act 1948 in case of plant requirement. The overtime payment shall be as per the factory act 1948.

- 4.21 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month and meet all statutory obligation of payment as per minimum wages act. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.
- 4.22 Contractor shall submit the 'Police Verification' of each deployed worker to the EIC.
- 4.23 The intending Contractor shall be deemed to have visited the site. Non-familiarity with site and Process Industry conditions will not be considered a reason either for extra claim or for not carrying out job in strict conformity with drawings, specifications or any other terms and conditions of the tender.
- 4.24 The minimum technical details required for bidding has been incorporated of the "Detailed Scope of Work". However, if required, the bidder may refer further technical details of any specific equipment(s) which is available with BCPL.



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- 4.25 The technical details of the work shall be treated as of confidential nature and the contractor should not pass them to any other organization/company/firm. Also, contractor shall not publish the technical details in any periodical / books / seminars / conferences.
- 4.26 In case during the execution of contract or thereafter at any later stage, including after the completion of contract, it comes into the knowledge of BCPL or any of its employee that the information submitted by the bidder, regarding experience etc., is false, BCPL shall have the right to terminate the contract immediately without assigning any reason thereof and get the remaining jobs executed at the risk and cost of bidder besides blacklisting it for further dealings with BCPL.
- 4.27 **Subletting of work without prior written permission of BCPL:** No contractor/contracting firm shall sublet or assign any work in part or whole to any individual, proprietorship firm, partnership firm, private ltd. Company, etc. without prior written permission of BCPL.
- 4.28 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by BCPL engineers and contractor has to be strictly adhering to the instructions of BCPL Engineer.

5. MOBILIZATION PERIOD:

The work covered by this contract shall be commenced within fifteen (15) days from the date of intimation by EIC after issuing FOI/LOI.

6. CONTRACT PERIOD/EXTENSION OF CONTRACT PERIOD :

- 6.1 The initial period of the contract shall be Two years i.e. 24 months from the date of commencement of the job after issuing the LOI/LOA which is further extendable to another 03 Months based upon the performance of the contractor (if required) on same rates, terms and conditions at sole discretion of BCPL. The date of commencement shall be intimated by the EIC.
- 6.2 The decision of the “ENGINEER-IN-CHARGE” regarding extension of the contract shall be final and binding on the contractor.

7. PRE-BID MEETING:

For more clarity of the site jobs and to clear the doubts of the bidders, a Pre-bid conference shall be arranged by BCPL at Lepetkata. All the prospective bidders are advised to attend the same at their own cost. However Non-participation in the pre-bid conference shall not dilute the bidder's responsibility.

8. WORK PROCEDURES:



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- 8.1 The operational assistance works have to be carried out as per standard operational procedures/ engineering practices and as per instructions of ENGINEER-IN-CHARGE. Detailed description of Scope of Work is given in SCC Section-II for PART-A, PART-B separately. In case of any discrepancies, the decision /interpretation of EIC shall be final.
- 8.2 Contractor shall start the job after getting intimation from EIC/Representative of EIC. Once the job is started, it shall be continued till completion and after completion of all the jobs; area must be cleaned / cleared up to the satisfaction of Engineer-in-Charge. In case of any unforeseen situation, Job can be stopped midway only after getting permission from EIC.
- 8.3 The Contractor has to generate document and maintain record of executed jobs (daily attendance) and take signature of the concerned Engineer for completion of the job on "Daily Attendance Sheet" in the format introduced by EIC from time to time, failing which the same shall not be considered for billing. In normal circumstances, contractor has to get certifications of all the jobs done in the previous month by first week of present month.
- 8.4 The Contractor shall ensure the quality of the jobs carried out. In case of repetition of jobs due to faulty workmanship/negligence attributable to contractor, same shall be carried out by the contractor without any additional cost implication to BCPL. If such repetitions are frequent, the "EIC" shall take suitable actions including deduction of cost of damages to the equipments / plant and cost of production losses etc in the best interest of the company.

9. ADDITIONAL RESPONSIBILITIES OF THE CONTRACTOR: (Following clause will supersede as per applicability during execution of the contract provisions mentioned anywhere of this document):

- 9.1 The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton uniforms along with safety shoes and safety helmets as per standard safety norms. The use of uniform / protective clothing is a must for each workman at site. The contractor shall also provide day to day use safety items e.g. Cotton Hand Gloves, Ear plugs, Dust Mask, Welding face shield, Safety Goggles etc. of required quantities as mentioned in the SOR on monthly basis/or as and when required as per prevailing safety norms for the execution of the jobs. Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.



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- 9.2 The Contractor/contracting firm shall obtain comprehensive insurance policy for entire turnover of the contract covering all risks such as accidents, injuries and death likely to be caused to his workers or to a third person. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay. In case of applicability of ESIC, contractor will take over under ESIC for each contract worker in lieu of comprehensive insurance policy.
- 9.3 In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from all such liabilities.
- 9.4 The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
- 9.5 No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
- 9.6 While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory Authorities/ any court against any act or acts of the contractor/contracting firm or his workers.
- 9.7 The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
- 9.8 The persons to be deployed shall be on rolls of the contractor/contracting firm.
- 9.9 Employees/ workmen of contractor shall be polite decent and courteous to all officers / employees / workmen of BCPL and shall maintain high standard of discipline, decency and decorum. They shall be medically fit and fully competent to perform the work.
- 9.10 The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
- 9.11 The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.



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- 9.12 The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- 9.13 The contractor/contracting firm shall be required to obtain labour license from Ministry of Labour, Assam if he engages 20 or more workmen/labours. The contractor is responsible for obtaining the labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- 9.14 The contractor shall have his own PF Code No. or sub code with RPFC, Tinsukia, Assam, as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund Scheme 1952, Employee Deposit Linked Insurance Scheme 1976 and Employee Pension Scheme 1995. Contractor to generate UAN No. for all his employees.
- 9.15 The contractor must ensure deduction of PF, if applicable from the contract workers and deposit the PF of employer contribution to the concern contract workers deployed by him for the assigned job. The contractor must submit the proof of depositing PF contribution with RPFC of their workmen in form of monthly ECR Mandate, Confirmation slip and Acknowledgement slip along with PF Challan with monthly RA Bills.
- 9.16 The contractor shall have his own ESI Code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.
- 9.17 The contractor/contracting firm shall be required to deposit contribution towards ESI, or any other statutory payments to be made in respect of his workers (to be submitted the Challans along with bank receipts/bank statement) well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.
- 9.18 The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labour legislations.
- 9.19 The contractor/contracting firm shall obtain registration under Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 if he deploys and engages labours from states other than ASSAM.
- 9.20 The contractor/contracting firm shall strictly comply with the various provisions of Payment of Wages Act-1936, Payment of Bonus Act-1965, Minimum Wages Act-1948, Contract Labour (Regulation & Abolition) Act-1970, Employees' Provident Fund and Miscellaneous Provisions Act-1952, BOCW Act-1996 etc. and



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other labour legislations as in existence (at present in India) and as amended from time to time.

- 9.21 The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto every month along with the monthly bills to the Engineer –In- Charge. The checklist is indicative for immediate requirement after issuance/ receiving of Letter of Intent (LOI)/monthly bills/ final bill and other forms/returns as required under various acts shall be required to be filed / maintained by the contractor himself regularly.
- 9.22 No contract workers below the age of 18 years shall be deployed on the work.
- 9.23 The personnel to be deputed by the contractor shall observe all security, fire & safety rules of BCPL while at the site/ work. His work/ services will be supervised by the supervisor of the contractor. Contractor has to be strictly adhering to guidance, instructions whenever required.
- 9.24 While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory Authorities.
- 9.25 At the time of closing of contract/submission of final bill, the contractor shall be required to obtain unconditional NOCs from the concerned Labour Enforcement Officer (Central) and Assistant PF Commissioner/PF Enforcement Officer
- 9.26 Transportation of contract employees to the site and back shall be the responsibility of the contractor. The personnel deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of the contract.
- 9.27 No accommodation will be provided to the contractor/contracting firm.

10. CONTRACTOR'S SUBORDINATE STAFF / LABOUR DEPLOYED & THEIR CONDUCT:

- 10.1 The contractor shall be responsible for the proper behaviour of all staff and workmen under his control. The contractor shall be bound to prohibit and prevent any workman from acting in anyway, which is detrimental or prejudicial to the interests of the community or of the properties or occupiers of the land and properties in the neighbourhood and in the event of the such employee so tress passing, the contractor shall be responsible thereof and immediately remove the workmen concerned and return the gate pass to the owner.



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10.2 The following acts shall be considered as acts of indiscipline and sabotage, requiring immediate discharge of the workman from the work and cancellation of the gate pass.

- i. Smoking within battery limits of work place.
- ii. Being under the influence of intoxication at work place.
- iii. Gambling during at work place.
- iv. Deliberate Damage to BCPL machinery, tools & tackles and property.
- v. Use of abusive language with supervisory staff, owner's employees & their family members and vendors, suppliers, visitors of the owner.
- vi. Sit in/Dharna/Gherao/Manhandling at or around the work sites.
- vii. Instigating fellow worker not to work and resort to disruption in work.
- viii. Resorting to meeting with other workers at work sites.

11. DEPLOYMENT OF MANPOWER : EXPERIENCE & QUALIFICATION:-

- 11.1 For the smooth execution of the services contracted out herein, it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience and expertise as normally required under the norms followed and also meets the statutory requirements.
- 11.2 The individual deputed for the services should have sufficient exposure, knowledge & experience in the field. Any service assistance of Highly Skilled, Semiskilled and Unskilled Category will be accepted by BCPL only after quality check after reviewing the experience and qualification.

Qualification & experience of the workers under different category to be deployed under this contract is mentioned below:

Sl. No	Category	Qualification/Experience
a	Field Operator (Highly Skilled)	Minimum Diploma in Chemical / Mechanical Engineering or BSc with Minimum 2 years of working experience in Chemical/Petrochemical/Refinery/Fertilizer or any other industries of similar nature as field operator.
b	Unskilled Supervisory (Semi Skilled)	Minimum 2 years of field working experience in Chemical/Petrochemical/Refinery/Fertilizer or any other industries of similar nature.
c	Helper (Un skilled)	Minimum 01 years of field working experience in industry.



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- 11.3 BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their inadequate qualification / experience, unsatisfactory performance, improper conduct and breaking discipline. If any replacement is sought by “ENGINEER-INCHARGE”, the same shall have to be arranged by the contractor within 24 Hours or as per instruction of “ENGINEER-IN-CHARGE”. In case of any dispute, the decision of “ENGINEER-INCHARGE” shall be final and binding.
- 11.4 BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline.
- 11.5 For all the jobs, contractor shall provide experienced person on all days including Sundays and Gazette Holidays as per site requirement or as per instruction of EIC. Contractor shall also make arrangements for extra personnel, as and when required and as instructed by EIC, to assist in various operation requirements.
- 11.6 The contractor himself is solely responsible for supervising his own manpower and he should be able to manage all site related activities while executing job at site, guide his personnel to carry out the work with proper safety and as per the instructions of the Engineer-In-Charge.
- 11.7 **Manpower Engagement:** That the contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in un-skilled category of work for which the list of such Persons will be provided by the Authorized Person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.” So far as engagement of Semi-Skilled and Skilled category of manpower in the said work is concerned, the contractor will give preference to PAPs and local persons fulfilling the technical requirement of the job/work.”
- 11.8 The contractor must be capable to arrange crews in case of emergency, immediately at site.

12. **SUPERVISION OF WORK :**

- 12.1 Contractor or his authorized representative shall be available at site at all times, during the execution of the work. The contractor shall deploy **one number of supervisors/Site-in Charge for Part-A, one number of supervisors/Site-in Charge for each Part-B** for contract management and manpower handling including billing, register maintaining, documentation & record keeping (ref SOR no. 12). No extra payment shall be admissible on this account.



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12.2 **In case contractor fails to deploy supervisors/engineers for supervision of work who shall report to EIC of BCPL**, as mentioned above then an amount of Rs.1000/- per day per supervisor shall be deducted from the bills of the contractor at BCPL's discretion.

12.3 The personnel deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of the contract.

13. **WORKING HOURS:**

Normal working hours will be from 8.30 A.M. to 5.00 P.M in a day for general shift with a break of half an hour for lunch. Further, works will be carried out by the contractor personnel on round the clock basis in 3 shifts (A, B, C shift, A shift - 06hrs. to 14hrs, B shift - 14hrs. to 22hrs. & C shift - 22hrs. to 06hrs.). The working time can be changed as per requirement of work as decided by EIC / site in charge.

14. **SITE OFFICE:**

The contractor has to maintain his site-office at his own cost. Space for site office shall be provided by BCPL.

15. **SAFETY, SECURITY RELATED CLAUSES:**

15.1 The contractor shall provide personal protective equipment including Cotton cloth, safety shoes, safety helmet, Safety goggles, hand gloves, safety belt, ear plugs etc. as per prevailing safety norms, to all the personnel deployed for the execution of the jobs. Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.

15.2 Special safety equipment like breathing apparatus, gas masks etc. shall be provided by BCPL. Eyes' protection kits will also be provided by BCPL, whenever required. Contractor will be responsible for accounting of the same.

15.3 Contractor shall maintain first aid facility for his employees, however first aid available with BCPL will be provided by BCPL if available. Remaining expenditure towards treatment of contractor's employee will be borne by contractor.

15.4 The Contractor shall have to take adequate security measure for security of their office, equipment, machinery, tool & tackles and material. In the case of theft or loss, BCPL will not be held responsible.

15.5 All the employee of contractor should observe the security and safety related rules and regulations introduced from time to time by BCPL management. Violation of this shall attract penalty as per SCC.

16 **PENALTY/TERMINATION CLAUSE FOR NON PERFORMANCE, IF ANY:**

16.1 **Uniform &PPE**



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Contractor shall provide two sets of 100% cotton Uniform, one pair of safety shoes, two sets of socks and one helmet to all the deployed manpower on yearly basis throughout the contract tenure. The first lot of safety wear & PPEs i.e. two sets of 100% cotton Uniforms, one pair of safety shoes, two sets of socks and one safety helmet to be provided within three (03) months and second lot to be provided within fifteen (15) months from the date of commencement of work.. **In case, the contractor fails to provide the same within the above defined periods, an amount of Rs. 20,000/- per lot per month of delay will be deducted from contractor's bill.** Further, BCPL may take appropriate action for providing of Uniform & PPEs to the contract workers.

16.2 Health Check-up:

Contractor shall conduct the health check-up 6 monthly through registered medical practitioner for all deployed workers. Normally health check up to be taken up in the month of i) 1st Health check up in September ii) 2nd Health check up in March iii) 3rd Health check up in September and iv) 4th Health check up in March in consultation with Engineer-in-charge/Site-in-charge. If contractor complete the above within stipulated time period, the same shall be reimbursed by BCPL to the contractor on production of requisite documentary evidence. In case, **the contractor fails to comply the same within above defined periods, an amount of Rs. 10,000/- per round of health check-up per month of delay will be deducted from contractor's bill.** Further, BCPL may take appropriate action towards medical check-up of the contract workers.

16.3 Non-compliance of contractual terms & conditions:

If the contractor fails to comply statutory obligations / contractual terms & conditions defined in this tender, BCPL /EIC may at its sole discretion may impose suitable penalty from contractor's running bills.

16.4 Penalty towards labour strike/labour unrest:

In case of contract workers go on strike or raise labour unrest hampering/affecting site activities due to any issue arising out of non-compliance of statutory obligations / contractual terms & conditions, a penalty shall be imposed on the contractor by deducting an amount of Rs. 50,000/- per distinct case from the contractor's running bills.

16.5 The contractor shall ensure the proper handling of the spares, general tools, special tools, facilities provided by BCPL. If any damage and breakage is found due to negligence by the worker, the cost of the items plus 10% overhead shall be back charged to the contractor from his Running bills.

16.6 In case of non-availability of the services by the contractor on any day, BCPL has the right to get the same done by any other agency at the risk and cost with 10% overhead of the contractor.



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- 16.7 If the contractor fails to mobilize the required resources within reasonable time as decided by ENGINEER –IN-CHARGE, BCPL may get the work done through other agency at the risk and cost of the contractor and the security deposit of the contractor may liable to be forfeited.
- 16.8 EIC at it's discretion may also make recovery from contractor's bill, if the contractor neglects/fails to execute jobs/ his duties included in the Scope of Work up to the satisfaction of EIC during execution of the contract or fails to respond to a notice of neglect within a period of the time set in such notice. The amount of recovery shall be determined by BCPL in consideration of the nature and consequence of the contractor's neglect.
- 16.9 In case of consistent non-performance of contractual obligations and violation of terms and conditions of the contract, BCPL reserves the right to get the work done through other agency at the risk and cost of the contractor and to take suitable action against contractor including forfeiture the security deposit and termination of the contract.
- 16.10 Notwithstanding anything contained elsewhere, BCPL may at any time its discretion terminate the contract or part of the contract within 30 days giving notice in writing to the contractor without assigning any reason and upon such termination, BCPL shall have the right to remove the contractor's materials from site and the contractor shall be paid price of the work satisfactorily completed in accordance with the provisions of this contract.

17 HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

- 17.1 **SCOPE:** These specifications establish the 'Health, Safety and Environment [HSE] Management' requirement to be complied with by the Contractors during executing their Job. Requirements stipulated in these specifications shall supplement the requirements of 'HSE Management' given in relevant act(s) / legislation(s).
- 17.2 Requirements of 'Health, Safety and Environment [HSE] Management System' to be complied by bidders:
- 17.2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
 - 17.2.2 The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
 - 17.2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor.



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- Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 17.2.4 Non-conformance of 'HSE' by Contractor as brought out during review/audit by BCPL / external agency authorized by BCPL shall be complied by Contractor and its report to be submitted to BCPL.
- 17.2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 17.2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 17.2.7 Contractor shall ensure that all their staffs and workers shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 17.2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 17.2.9 All equipment should be tested and certified for its capacity before use.
- 17.2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 17.2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.



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

17.3 Relevant codes for 'Personal Protection Equipments':

925 – 1984	Industrial Safety Helmets
7701 – 1968	Rubber Gloves for Electrical Purpose
994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
989 - 1986 [Part-II]	Leather Safety Boots & Shoes
557 - 1969	Industrial & Safety Rubber Knee Boots
519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
1226 – 1985	Leather Safety Footwear Having Direct Moulding Sole
983 - 1978	Eye Protectors
167 - 1979	Ear Protectors
521 - 1983	Industrial Safety Belts & Harnesses

18 TERMS OF PAYMENT:

- 18.1 The Measurement of Work and payment thereof will be done as deliberated in measurement and payment methodology.
- 18.2 Contractor is required to submit monthly running bills in duplicate to ENGINEER-IN-CHARGE through bill watch system (BWS) along with the copies of separate measurement sheets of executed jobs during previous month by first week of every month, for job certification and payment. The payment against monthly RA Bill shall be released based on the actual executed job, duly certified by EIC.
- 18.3 The payment shall normally be made within thirty days of submission of bill to ENGINEER-INCHARGE by Finance Department after statutory deductions as applicable.



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- 18.4 In case of any damage to BCPL's property occurs during the execution of work due to contractor or of his employees, deduction will be made from the total claims according to the total evaluated cost of the damaged article. The evaluation of the damage will be done at the sole discretion of BCPL as decided by the ENGINEER-IN-CHARGE.
- 18.5 The contractor shall submit a certificate along with each running bill that the contractor has obtained the EPF code no. (Code number to be indicated) and EPF contribution in respect of contractual labor up to the previous bill has already been deposited with the PF commissioner.
- 18.6 Final bill along with No claim certificate shall be submitted within 30 days of completion of contract period.
- 18.7 No mobilization advance shall be paid.
- 18.8 In no case payment of the bills shall be made if, the jobs are not certified by the site engineer from time to time.

19 DOCUMENTS TO BE ATTACHED WITH BILL:

Following documents are to be furnished along with the bill at the frequency as given in the table. Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/Central agency of BCPL from time to time during execution of contract shall be binding on the contractor:

Documents to be submitted with Monthly bill		
Sl No.	Document	Periodicity
A	Copy of labour license (applicable, if contractor is engaging more than 20 workers)	With first bill
B	Copy of comprehensive insurance cover i.e ESIC (Employees' Sate insurance compensation)	With first bill
C	Copy of Contract Agreement	With first bill
D	Contractor has to maintain registers under Contract Labour(R&A) Act, 1970 like:-	
D.1	Register of workmen employed by contractor in Form XIII,	Every month
D.2	Muster Roll in Form XVI	Every month
D.3	Register of Wages in Form XVII	Every month
D.4	Register of Deduction in Form XX	Every month
D.7	Issuance and maintenance of Wage Slip in Form XIX	Every month
E	Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 if applicable	



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E.1	Copy of PF Registration letter from RPFC, Form 2	With first Bill
E.2	PF Challan,	Every month
E.3	Copy of ECR(Electronic challan cum return)	Every month
E.4	Format under Para 36-B,	Every month
E.5	Form 6A,	At the end of financial year
E.6	Form 11 Declaration under EPF Act	During the time of deployment of Contract Labour.(With first bill and as and when one new contract worker join)
F	Copy of wage register duly certified by authorized representatives of the contractor and BCPL certifying as " Certified that the amount shown in the column no..... has been paid to the workman concerned in my presence on (date) at.....(place)	Every month
G	If wages are paid through bank, copy of bank statement duly certified by Bank of previous month	Every month
H	Copy of Electronic Challan cum Return(ECR) for the proof of PF contribution deposit/ remittance alongwith the details of employees showing PF Account no, contribution of employee and employer etc.	Every month
I	Copies of Forms under Factories Act, 1948	
J	Form 12(Register of Adult Worker)	Every month
K	Form 14(Register of Leave with Wages)	Every month
L	Form 15(Leave Book)	Every month
M	Form 16(Nomination form)	one time

Documents to be attached with Final Bills

S. No	Document	Documents attached
a	Copy of Certified Wage registers (Certified from EIC and Contractor) for the total contract period.	With Final bill
b	Copy of Work Completion Certificate	With Final bill
c	Copy of labour License (If, applicable)	With Final bill
d	Copy of Work Order	With Final bill
e	Copy of PF Slips in Form 23	With Final bill



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f	Copy of ECR	With Final bill
g	Copy of Annual return under EPF(Form 6A)	With Final bill
h	Copy of Form-11(revised)-for new joinees	Final Bill
i	Undertaking from contractor regarding disbursement of wages to all the contract worker deployed through him.	With Final bill
j	No dues certificate from the contractor.	With Final bill
k	No Objection Certificate in Prescribed format from F&S Department	Every Month
l	No Objection Certificate from Workshop, Other mechanical section	With Final bill
m	No Objection Certificate from Electrical, Instrumentation, HR, Security, F&S, Inspection	With Final bill
n	No Objection Certificate from concerned Labour Enforcement officer(local), Dibrugarh	With Final bill
o	No Objection Certificate from concerned PF officer, Dibrugarh	With Final bill
p	Indemnity bond with respect to contract labor.	With Final bill
q	Copy of certified wage registered(Certified from EIC & Contractor) for the total contract period	With Final bill
r	Undertaking from contractor regarding disbursement of wages to all the contract worker deployed through him	With Final bill
s	Indemnity Bond of Rs. 100/- duly notarized from the Notary indemnifying BCPL from all the liabilities w.r.t the persons engaged by the contractor regarding payment of wages, Provident fund, Insurance and other payments etc.	With Final bill
t	Any other document as per statutory requirement	With Final Bill

20 **DEFECT LIABILITY PERIOD:**

The Defect Liability Period is not applicable for this contract.

21 **INSURANCE & DAMAGE TO PROPERTY:**

Contractor will be responsible for insurance coverage of his personnel and BCPL will have no liability what so ever, on this account. Damage, if any caused to roads /building / structures/ machinery, equipment, property either moveable or immovable during execution of work, the same will be made good by the contractor.

22 **MINIMUM GUARANTEED AMOUNT:**

The minimum guaranteed amount is not applicable for this contract.

23 **Termination of the Contract:**

BCPL may at any point of the time during the currency of the contract and solely at its discretion terminate the contract in full and in part by giving 30 days' notice before expiry of full terms of 02 year or extended term of contract. The contractor shall not be entitled for any compensation by reasons of any such termination and the contractor



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shall not be allowed to move for arbitration for any such termination. Security Deposit of the contractor will get forfeited in case of termination of contract.

24

DETAIL SCOPE OF WORK

PART A: ETHYLENE CRACKER UNIT (ECU)

Shift Assistance on round the clock basis for Operational Assistance in ECU

- Assistance for Logging of important field readings like measurement of Tube Metal Temperature (TMT) twice a shift (at 144 locations in each shift) for all the four furnaces. The frequency / no. of readings are likely to increase depending on plant operation requirements.
- Assistance for Calibration of chemical dosing pumps like DMDS, phosphate, and hydrazine etc. twice a shift.
- Assisting for the furnaces readiness, for cracking or decoking which involves quite a lot of jobs such as manual isolation / opening of valves, IBD requirements etc.
- Assistance in Fine tuning of furnace burners by adjustments of air registers in all shifts during cracking / decoking.
- Assisting, Monitoring the performance & logging of field readings of critical equipments like CGC, TRC, De-coke Air Compressor etc. twice during the shift.
- Assisting, Monitoring the performance & logging of field readings of critical pumps like BFW, Quench water & ethylene reflux pumps twice a shift
- Assistance for Health monitoring of pumps viz., bearing oil cup level, bearing temperature and filling-up of methanol in seal pots of cold service pumps etc.
- Assistance/ Supervision, during lab sampling activities
- Assisting handing over the critical rotary equipments for scheduled maintenance.
- Assisting for Handing over of critical exchangers for maintenance activities
- Assisting in handling emergencies in various sections of the unit.
- Assistance during start-up and shutdown activities.
- Assisting for Hand- over of the PSVs of various equipments / pipelines for calibration.
- Assistance in Supervision / monitoring of house- keeping activities of various sections of the unit
- Assistance in Supervision of activities during Flux oil/Wash oil/methanol tanker unloading
- Assisting Draining of various KODs as per operational requirement.
- Shifting of hose pipes, and hose connections of various sizes.



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- Other jobs as per instruction from shift In-charge based of process requirements.

General Shift Operational Assistance in ECU-

- Chemical drums shifting from chemicals/other materials from ware house to plant site, DMDS and Polymer inhibitor, Anti-oxidant etc.
- Empty chemical drum cleaning & shifting to yard.
- Assistance for Health monitoring of pumps viz., bearing oil cup level, bearing temperature and filling-up of methanol in seal pots of cold service pumps etc.
- Housekeeping inside furnaces during maintenance.
- Assistance in Supervision / monitoring of house- keeping activities of various sections of the unit
- Assistance in loading/unloading of Flux oil/Wash oil/methanol tanker.
- Shifting of hose pipes, and hose connections of various sizes.
- Other jobs as per instruction from shift In-charge based of process requirement.

PART B: GSU & C2+ RECOVERY UNIT (GSU)

Shift Assistance on round the clock basis for Operational Assistance in GSU

- Assistance in Amine unloading.
- Lube oil make up.
- Assistance in Plate Exchanger change over, Pump change over, Pump isolation and handover for strainer cleaning and maintenance job.
- Metering area filter change over, filter decontamination and handover for cleaning, Methanol unloading.
- Assistance in Dryer changeover & regeneration Amine and methanol dosing.
- Assistance in taking samples for lab analysis.
- Refrigeration package filter changeover and handing over for cleaning, DM water make up in surface condenser, amine tank and water wash column.
- Assistance in Light-up of regeneration gas heater burners, Isolation/taking in line of cooling water in heat exchangers as required.
- Checking for Readiness of pump, PSV line up checking and change over.
- Level checking in all vessels/columns/tanks as required.
- Assistance in Line up of LG Compressor/Expander Compressor/Refrigeration compressor for start-up,
- Other jobs as per instruction from shift In-charge based of process requirement.

General Shift Operational Assistance in GSU-



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- Chemical drums shifting from chemicals/other materials from ware house to plant site.
- Empty chemical drum cleaning & shifting to yard.
- Assistance for Health monitoring of pumps viz., bearing oil cup level, bearing temperature and filling-up of methanol in seal pots of cold service pumps etc.
- Housekeeping inside furnaces during maintenance.
- Assistance in Supervision / monitoring of house- keeping activities of various sections of the unit
- Shifting of hose pipes, and hose connections of various sizes.

Other jobs as per instruction from shift In-charge based of process requirement.



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SECTION – VI SCOPE OF WORK [SOW]

NIL



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SECTION-VII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

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

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

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



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

1.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

925 – 1984	Industrial Safety Helmets
7701 – 1968	Rubber Gloves for Electrical Purpose
994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
989 - 1986 [Part-II]	Leather Safety Boots & Shoes
557 - 1969	Industrial & Safety Rubber Knee Boots
519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
1226 – 1985	Leather Safety Footwear Having Direct Molding Sole
983 - 1978	Eye Protectors
167 - 1979	Ear Protectors
521 - 1983	Industrial Safety Belts & Harnesses



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SECTION-VIII

SCHEDULE OF RATES [SOR] – UN-PRICED BID PART – A

- BIDDER MAY REFER INSTRUCTIONS FOR PARTICIPATION IN e-TENDER –
Page no. 64 to 73 under section III of ITB



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PART-A

SCHEDULE OF RATES [SOR] – UN-PRICED BID

SUB: “HIRING OF SERVICE CONTRACT FOR OPERATIONAL ASSISTANCE IN ECU (PART-A) & GSU (PART-B) OF BCPL, LEPTKATA FOR A PERIOD OF 02 YEARS”.

e-TENDER NO.: BCPL/C&P/LE19W219SD/01362

PART-A (ECU)

SOR SN	DESCRIPTION OF THE SOR	UOM	QTY	UNIT RATE (Rs.)	TOTAL AMOUNT (Rs.)	REMARKS
SOR 1	Payment Towards Basic Minimum Wages & VDA					
SOR 1.1	Hiring of Shift Assistance on round the clock basis for Operation Services in ECU comprising of (6 Highly skilled + 4 Semiskilled + 10 Unskilled) per shift (6 Operator +4 Unskilled Supervisory + 10 Helper) per shift {In case of absence/additional requirement of any worker from the above composition of manpower, deduction/additional payment shall be made on the awarded Unit Rate as per the following weightage factor against different category of manpower: Highly Skilled=0.0672; Semiskilled=0.0476 ; Unskilled=0.0406}	Each	2190	9914.00	21711660.00	Not to be quoted by the bidder
SOR 1.2	Hiring of General Shift Assistance for Operation Services in ECU comprising of (1 Highly skilled + 1 Semiskilled + 3 Unskilled) per day (1 Operator +1Unskilled Supervisory+ 3 Helper) per day {In case of absence/additional requirement of any worker from the above composition of manpower, deduction/additional payment shall be made on the awarded Unit Rate as per the following weightage factor against different category of manpower: Highly Skilled=0.2838; Semiskilled=0.2011 ; Unskilled=0.1717}	Each	640	2347.00	1502080.00	Not to be quoted by the bidder



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SOR 2	Payment against Paid Annual Leave	Each	30	37439.60	1123187.88	Not to be quoted by the bidder
SOR 3	Payment against 03 National holidays & 08 Festival Holidays	Each	22	37201.51	818433.14	Not to be quoted by the bidder
SOR 4	Payment against deposition of Employee Provident Fund @ 13%	Monthly	24	125741.09	3017786.20	Not to be quoted by the bidder
SOR 5	Payment against Bonus @8.33% on basic + DA	Monthly	24	80571.02	1933704.54	Not to be quoted by the bidder
SOR 6	Payment against ESIC@ 3.25%	Monthly	24	41712.75	1001106.08	Not to be quoted by the bidder
SOR 7	Payment against Non Statutory allowance @ 16%	Monthly	24	154758.27	3714198.4	Not to be quoted by the bidder
SOR 8	Payment against Shift Allowance for A, B & C-shift duties	Monthly	24	60827.25	1459854.00	Not to be quoted by the bidder
SOR 9	Payment towards 02 sets of Uniform, 01 NO OF Safety Helmet, 01 pair of Safety Shoe, 02 pairs of Socks. The same shall be release upon submission of documentary proof against purchase & distribution.	Yearly	2	225961.54	451923.08	Not to be quoted by the bidder
SOR 10	Payment towards Medical Check up @ 750/- per worker	half Yearly	4	56490.38	225961.54	Not to be quoted by the bidder
SOR 11	Provision of Revision of Minimum wages	Lump sum	1	5571545.00	5571545.00	Not to be quoted by the bidder
SOR 12	Contractors overhead & profit inclusive of deployment of one supervisor or site-in-charge and providing as & when required PPEs.	Monthly	24			Amount to be quoted by the bidder
PART-A: SUB TOTAL (Rs.)=						
GST @18%						
PART-A: GRAND TOTAL (Rs.)=						
Note						



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1	<i>None of the participated bidder(s) can quote '0' or '-ve' value while quoting their rate in SOR, as system will not allow any bidder to quote '0' or '-ve'. Bidders are requested to quote the rate more than '0' considering the cost involved in deployment of supervisor / site-in-charge for 2 year contract period & the cost of providing PPEs on as and when required basis.</i>
2	<i>While quoting rates against SOR 12, bidder to consider clause no. 3.4 , 12.1 od SCC</i>

- ❖ Bidder to furnish SAC code:- _____
- ❖ Bidders are required to read the tender conditions carefully and quote the rates strictly as per the above SOR and not to use any other format.

<i>Name of authorized person submitting the tender on behalf of the Bidder:</i>	
<i>Designation of authorized person:</i>	
<i>Name of firm / Contractor:</i>	
<i>Date:</i>	
<i>Place:</i>	



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PART-B (GSU)

SOR SN	DESCRIPTION OF THE SOR	UOM	QTY	UNIT RATE (Rs.)	TOTAL AMOUNT (Rs.)	REMARKS
SOR 1	Payment Towards Basic Minimum Wages & VDA					
SOR 1.1	Hiring of Shift Assistance on round the clock basis for Operation Services in GSU & C2+ unit comprising of (1 Highly skilled + 2 Semiskilled + 4 Unskilled)per shift (1 Operator + 2 Unskilled supervisory + 4 Helper) per shift {In case of absence/additional requirement of any worker from the above composition of manpower, deduction/additional payment shall be made on the awarded Unit Rate as per the following weightage factor against different category of manpower: Highly Skilled=0.2076; Semiskilled=0.1465 ; Unskilled=0.1251}	Each	2190	3222.00	7056180.00	Not to be quoted by the bidder
SOR 1.2	Hiring of General Shift Assistance for Operation Services in GSU & C2+ unit comprising of (1 Highly skilled + 1 Semiskilled + 1 Unskilled) per day (1 Operator +1Unskilled supervisory + 1 Helper) per day {In case of absence/additional requirement of any worker from the above composition of manpower, deduction/additional payment shall be made on the awarded Unit Rate as per the following weightage factor against different category of manpower: Highly Skilled=0.4322; Semiskilled=0.3063 ; Unskilled=0.2615}	Each	640	1541.00	986240.00	Not to be quoted by the bidder
SOR 2	Payment against Paid Annual Leave	Each	30	12970.98	389129.40	Not to be quoted by the bidder
SOR 3	Payment against 03 National holidays & 08 Festival Holidays	Each	22	12888.49	283546.86	Not to be quoted by the bidder
SOR 4	Payment against deposition of Employee Provident Fund @ 13%	Monthly	24	43563.11	1045514.60	Not to be quoted by the bidder



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SOR 5	Payment against Bonus @8.33% on basic + DA	Mont hly	24	27913.90	669933.59	Not to be quoted by the bidder
SOR 6	Payment against ESIC@ 3.25%	Mont hly	24	14451.42	346834.05	Not to be quoted by the bidder
SOR 7	Payment against Non Statutory allowance @ 16%	Mont hly	24	53616.13	1286787.2	Not to be quoted by the bidder
SOR 8	Payment against Shift Allowance for A, B & C-shift duties @ Rs 30 for A & B shift and Rs40 for C shift	Monthly	24	21289.54	510948.90	Not to be quoted by the bidder
SOR 9	Payment towards 02 sets of Uniform, 01 NO OF Safety Helmet, 01 pair of Safety Shoe, 02 pairs of Socks. The same shall be release upon submission of documentary proof against purchase & distribution.	Yearly	2	82932.69	165865.38	Not to be quoted by the bidder
SOR 10	Payment towards Medical Check up @ 750 per worker	half Yearl	4	20733.17	82932.69	Not to be quoted by the bidder
SOR 11	Provision of Revision of Minimum wages	Lum psum	1	1930266.51	1930266.51	Not to be quoted by the bidder
SOR 12	Contractors overhead & profit inclusive of deployment of one supervisor or site-in-charge and providing as & when required PPEs.	Monthly	24			Amount to be quoted by the bidder
PART-B: SUB TOTAL (Rs.)=						
GST @18%						
PART-B: GRAND TOTAL (Rs.)=						
Note						
1	None of the participated bidder(s) can quote '0' or '-ve' value while quoting their rate in SOR, as system will not allow any bidder to quote '0' or '-ve'. Bidders are requested to quote the rate more than '0' considering the cost involved in deployment of supervisor / site-in-charge for 2 year contract period & the cost of providing PPEs on as and when required basis.					
2	While quoting rates against SOR 12, bidder to consider clause no. 3.4 , 12.1 of SCC					



SECTION-VIII

SCHEDULE OF RATES [SOR] –PRICED BID

PART – B

**Price bid to be submitted the excel format.
Excel format to be downloaded from NIC-CPP.
<https://eprocure.gov.in>**

e-Tender Helpdesk

BCPL :- Phone : 6900182953

Mobile : 8811017320

Email : etender@bcplindia.co.in

NIC :- Phone : 1800-233-7315, 0120-4200462, 0120-4001002

Mobile : 8826246593

Email : cppp-nic@nic.in