



# **ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड** **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)  
प्रशासनिक भवन, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA  
जिला: डिब्रूगढ़, असम / DISTT.: DIBURGARH, ASSAM  
पिन कोड – 786006 / PIN CODE: 786006  
दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

## **GeM BID/TENDER DOCUMENT** **FOR** **HIRING OF ANNUAL MAINTENANCE CONTRACT** **(AMC) SERVICE FOR OVERHAULING /** **MAINTENANCE OF VARIOUS TYPES OF MV/LV** **CIRCUIT BREAKER (SF6, VCB, ACB) INSTALLED** **AT BCPL PLANT, LEPETKATA & BCPL/CISF** **TOWNSHIP PREMISES FOR A PERIOD OF ONE (01)** **YEAR**

# विषय – सूची

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## SECTION-I

### "INVITATION FOR BID (IFB)"

Ref No: GEM/2021/B/1695846

DATED: 24.11.2021

To,

### **PROSPECTIVE BIDDERS**

**SUB: TENDER DOCUMENT FOR "HIRING OF ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR OVERHAULING / MAINTENANCE OF VARIOUS TYPES OF MV/LV CIRCUIT BREAKER (SF6, VCB, ACB) INSTALLED AT BCPL PLANT, LEPETKATA & BCPL/CISF TOWNSHIP PREMISES FOR A PERIOD OF ONE (01) YEAR"**

Dear Sir/Madam,

1.0 **BRAHMAPUTRA CRACKER AND POLYMER LIMITED, Lepetkata (A Government of India Enterprise)** invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

|      |                                            |                                                                                                                                                                                                                                             |                          |
|------|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| (A)  | SCOPE OF SERVICE/JOB                       | HIRING OF ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR OVERHAULING / MAINTENANCE OF VARIOUS TYPES OF MV/LV CIRCUIT BREAKER (SF6, VCB, ACB) INSTALLED AT BCPL PLANT, LEPETKATA & BCPL/CISF TOWNSHIP PREMISES FOR A PERIOD OF ONE (01) YEAR. |                          |
| (B)  | TENDER NO.                                 | This Document shall form integral part of Government e-Marketplace (GeM)<br><b>BID NO : GEM/2021/B/1695846</b>                                                                                                                              |                          |
| (C)  | TYPE OF BIDDING SYSTEM                     | GeM Portal under custom bid creation method                                                                                                                                                                                                 |                          |
| (D)  | CONTRACT PERIOD                            | The SERVICE CONTRACT shall remain valid for minimum of <b>twelve (12) months</b> from the date of issue/ placement of the work order.                                                                                                       |                          |
| (E)  | BID SECURITY / EARNEST MONEY DEPOSIT (EMD) | APPLICABLE                                                                                                                                                                                                                                  | <input type="checkbox"/> |
|      |                                            | NOT APPLICABLE                                                                                                                                                                                                                              | <input type="checkbox"/> |
| (E1) | DECLARATION FOR BID SECURITY               | Bidder is required to submit Declaration for Bid Security in bid as per proforma at Form F-2A                                                                                                                                               |                          |

|     |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (F) | DATE, TIME & VENUE OF PRE-BID MEETING     | <b>03.12.2021 at 3-00 PM through video Conference on prior intimation of participation by interested bidders to the undersigned.</b><br>Name : Bhaskar Jyoti Barman<br>E-mail: bhaskar.barman@bcplindia.co.in<br>Contact No.: +91-9954195756<br>Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636. |
| (G) | CONTACT DETAILS OF TENDER DEALING OFFICER | Name : Bhaskar Jyoti Barman, Mgr. (C&P)<br>E-mail: bhaskar.barman@bcplindia.co.in<br>Contact No.: +91-9954195756                                                                                                                                                                                                                                                                                                    |
| (H) | BCPL'S OFFICE ADDRESS                     | Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006,                                                                                                                                                                                                                                      |

In case the days specified above happens to be a holiday in BCPL, the next working day shall be implied w.r.t. bid opening (mentioned in GeM bid) and pre bid meeting, etc.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the Tender Document.

4.0 Bid must be submitted only on GeM Portal (<https://gem.gov.in/>). Further, The following documents in addition to uploading in the bid on BCPL's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in GeM Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]:-

- i) ~~EMD/Bid Security~~ Declaration for Bid Security
- ii) Power of Attorney
- iii) ~~Integrity Pact~~

5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.

6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from GeM Portal and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Bid Due Date & Time.

7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from GeM Portal shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.

- 8.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM Portal only. Bidders are requested to visit the GeM Portal regularly to keep themselves updated.
- 9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.
- 10.0 This document shall be read in conjunction with GeM bid document no.: **GEM/2021/B/1695846**
- 11.0 Bidders to note that consignee will be Brahmaputra Cracker and Polymer Limited, Lepetkata, Dibrugarh.

This is not an Order.

For & on behalf of  
Brahmaputra Cracker and Polymer Limited  
(Authorized Signatory)

(Bhaskar Jyoti Barman)

Manager (C&P)  
E-mail: bhaskar.barman@bcplindia.co.in  
Contact No.: +91-9954195756

**CUT-OUT SLIP**

**DO NOT OPEN - THIS IS A QUOTATION**

*GeM bid no.* : BID NO : **GEM/2021/B/1695846**

*Description* : **HIRING OF ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR OVERHAULING / MAINTENANCE OF VARIOUS TYPES OF MV/LV CIRCUIT BREAKER (SF6, VCB, ACB) INSTALLED AT BCPL PLANT, LEPETKATA & BCPL/CISF TOWNSHIP PREMISES FOR A PERIOD OF ONE (01) YEAR**

***From:***

***To:***

|                |                                                                                                                                                                                                                                                                                                                         |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| .....<br>..... | Name : Bhaskar Jyoti Barman<br>Manager (C&P)<br>E-mail: bhaskar.barman@bcplindia.co.in<br>Contact No.: +91-9954195756<br><br><b>Brahmaputra Cracker and Polymer Limited,<br/>C&amp;P Department, Administrative Building,<br/>PO: Lepetkata, Distt.: DIBRUGARH, Assam,<br/>Pin Code:786006, Phone no. 0373 2914636.</b> |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

***(To be pasted on the envelope containing Physical documents)***

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जीईएम बोली/निविदा/ GeM BID/TENDER FOR " HIRING OF ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR OVERHAULING / MAINTENANCE OF VARIOUS TYPES OF MV/LV CIRCUIT BREAKER (SF6, VCB, ACB) INSTALLED AT BCPL PLANT, LEPETKATA & BCPL/CISF TOWNSHIP PREMISES FOR A PERIOD OF ONE (01) YEAR. "

# **SECTION-II**

## **BID EVALUATION**

### **CRITERIA & EVALUATION**

#### **METHODOLOGY**

**BID EVALUATION CRITERIA & EVALUATION METHODOLOGY****1.0 BID EVALUATION CRITERIA (BEC):****1.1 BEC- Technical: (as a single bidder)**

- 1.1.1 *The bidder must be an “Original Equipment Manufacturer (OEM)” or authorized service provider from any OEM of breakers having expertise for providing AMC services for SF6 Circuit Breaker /Vaccum Circuit Breaker /Air Circuit Breaker.*
- 1.1.2 *Bidder must have **executed & completed** at least one (01) single order/contract of “similar nature of work” of value not less than **Rs. 25.52 Lacs** in previous seven (07) years to be reckoned from the due date of unpriced bid opening.*
- 1.1.3 *In case of running contract for similar nature of works as mentioned at Sl. no. 1.1.2 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 at sl. no. 1.1.2, 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.*

**Note 1:**

- a) *Bidder(s) shall be required to submit / upload the documents in respect of above experience criteria as per details at sl. no. 1.3 below.*
- b) *Definition of “similar nature of work”: Similar nature of work indicates “Providing service for Overhauling of various types of SF6/VCB/ACB to any Govt./ Semi Govt./ PSU/ MNC/ Public Ltd. Company/ Pvt. Ltd. Company in previous SEVEN years prior to final due date of bid submission”.*

**1.1.4 Relaxed Norms for Startups (prior experience criteria):**

**NOT APPLICABLE IN THIS TENDER.**

**1.2 BEC- Financial: (as a single bidder): NOT APPLICABLE IN THIS TENDER.**

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

| Sr. No. | BEC Clause no. | Description                                                                                                                          | Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)<br>[All documents must be duly authenticated/ attested]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------|----------------|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | 1.1            | <b>Technical Experience Criteria – Document</b><br>[All documents to be <b>uploaded (submitted)</b> must be self- <b>attested</b> .] |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.      | 1.1.1          | Documents against <b>Status of Bidder</b> to comply                                                                                  | In case the bidder is an <b>Original Equipment Manufacturer (OEM)</b> , then bidder must submit/upload a copy of valid documentary evidence (on the final bid due date of submission) for being a manufacturer [i.e., valid Industrial License/Annual Report/Monthly Excise Return Form (ER-I)/Company Registration Certificate/ISO Certificate/Excise Registration Certificate/Certificate issued by Statutory Authority/UDYOG AADHAAR Memorandum/NSIC/ UDYAM Registration Certificate or equivalent certificate].<br><br>In case the bidder is an <b>authorized distributor/dealer/channel partner/ service provider of Original Equipment Manufacturer (OEM) of breakers</b> , then bidder must submit/upload copy of valid documentary evidence (on the final bid due date of submission) [i.e, valid distributorship/dealership certificate issued by the manufacturer with proof of manufacturership of their manufacturer as mentioned in above ]. |
| 2.      | 1.1.2          | Experience against execution & completion of order                                                                                   | a) Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been completed / executed <b>as mentioned at BEC clause no. 1.1.2</b> along with the details of SOR items & scope of work.<br>b) <b>Completion Certificate</b> against the Work Order/ LOA/Agreement submitted as mentioned at point “a)” above. The Completion Certificate must contain the detailed information of the order i.e, LOA/Work Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work                                                                                                                                                                                                                                                                                                                                                                                  |

| <b>Sr. No.</b> | <b>BEC Clause no.</b> | <b>Description</b>                                            | <b>Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)</b><br><br><b>[All documents must be duly authenticated/ attested]</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------|-----------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                |                       |                                                               | completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should have been issued by the end-user/owner/authorized consultant.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3              | 1.1.3                 | Experience against execution of running Contract              | <p>a) Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running <b>as mentioned at BEC clause no. 1.1.3</b> along with the details of SOR items &amp; scope of work.</p> <p>b) Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the Contract as mentioned at point “a)” above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. 1.1.2 above. The execution certificate must contain the detailed information like LOA/Order No. / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Execution Certificate should have been issued by the end-user/owner/authorized consultant.</p> |
|                | 1.2                   | <b>Financial Experience Criteria- Document Not applicable</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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

- i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to 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.
- vii) **The cut-off date for meeting the criteria of BEC of the tender shall be one day prior to the due date for submission of bid.**
- viii) Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa: For details, **relevant clause of ITB to be referred.**

## **2.0 Methodology for Evaluation of Bids:**

### **2.1 Evaluation methodology shall be on overall L-1 basis.**

Price Evaluation shall be done by GeM portal itself & L1 shall be displayed after opening of price bid.

### **2.2 CPBG:**

The contract performance security shall be 3% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.

### 2.3 **PPP Policy 2012:**

*Considering the nature of job, **splitting of quantities will not be possible in this case** and hence the clause for award of 25 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full / complete services of tendered value subject to matching of L1 price as per ITB of tender document. In case two or more MSE bidders comes within the price band of L1 + 15%, the preference to match the L1 rate shall be given in sequence of their inter-se position (L2, L3... and so on). In case of tie, the MSE bidder having highest turnover shall be awarded subject to matching of L1 price”.*

### 2.4 **CLAUSE REGARDING PROVISION FOR PP-LC (FOR DETAILS – REFER RELEVANT CLAUSE OF ITB):**

Any bidder who opt to avail the provision for PP-LC. For details, relevant clause of ITB to be referred.

While evaluating the bid, bidder option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC or PPP-2012) will be considered. For price matching and distribution of quantities among bidders, the precedence shall be in the following order and as per the distribution methodology:-

(a) Public Procurement Policy for MSE 2012

(b) Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC).

Any other situation if arise will be dealt in equitable, fair & transparent manner after giving preference to MSE and Class I local supplier and BCPL's decision in this regard will be final and binding on bidders.

### 2.5 **CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER SHARES A LAND BORDER WITH INDIA (FOR DETAILS – REFER RELEVANT CLAUSE OF ITB):**

*Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.*

*For details, relevant clause of ITB to be referred.*

# **SECTION-III**

## **INSTRUCTIONS TO** **BIDDERS**

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

## SECTION-III

# **INSTRUCTION TO BIDDERS**

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**[G] ANNEXURES:**

**Related to BEC:**

1. **ANNEXURE-A:** ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) WHICH HOLDS MORE THAN 50% OF THE PAID UP SHARE CAPITAL OF THE BIDDING COMPANY OR VICE VERSA
2. **ANNEXURE-B:** PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
3. **ANNEXURE-C:** POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

**Related to ITB:**

1. **ANNEXURE-I:** PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
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## **INSTRUCTIONS TO BIDDERS [ITB]**

### **[A] – GENERAL**

#### **1 SCOPE OF BID:**

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive bids as described in this invitation for bid (the “**Tender Document /Bid Document**”) issued by the Employer. Employer/Owner/BCPL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender 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 Tender Documents, the terms 'Bid', 'Tender', ‘Offer’ & ‘Proposal’ and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

#### **2 ELIGIBLE BIDDERS:**

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by BCPL/GAIL or Public Sector Project Management Consultant (like EIL, Meecon etc. 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 Annexure-I, 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.

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 about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.

It shall be the sole responsibility of the bidder to inform BCPL their status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

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

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

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

2.5 Pursuant to qualification criteria set forth in the Tender Document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.6 Power of Attorney:

Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder(including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

The Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) **In case of Proprietorship:** by Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP
- d) **In case of Public / Limited Company:** PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

The Power of Attorney should be valid till award of contract / order to successful bidder.

2.7 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to BCPL promptly. Failure to same shall be considered as misrepresentation by the bidder.

### 3 **BIDS FROM "CONSORTIUM"** - NOT APPLICABLE

### 4 **ONE BID PER BIDDER:**

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

4.2 More than one bid means bid(s) by bidder(s) having same Proprietor/Partners/Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

4.3 Alternative Bids shall not be considered.

4.4 The provision mentioned at sl. no. (4.1) and (4.2) shall not be applicable wherein bidders are quoting for different Items/Sections/Parts/Groups/SOR items of the same tender which specifies evaluation on Items/Sections/Parts/Groups/SOR items basis.

**5 COST OF BIDDING:**

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

**6 SITE VISIT:**

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

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

6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

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**[B] – TENDER DOCUMENT**

**7 CONTENTS OF TENDER DOCUMENT:**

7.1 The contents of Bidding Documents / Tender Document are those stated below shall be '**Bid specific Additional Terms and Conditions (ATC)**' of GeM bid, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

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

- Section-V : Scope of Work
- Section-VI : Special Conditions of Contract [SCC]
- Section-VII : Health, Safety Environment [HSE] Specifications
- Section-VIII : Bill of Quantities [BOQ]

GeM bid document generated or available on GeM portal shall also be part of Bidding Document / Tender Document.

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

\*\* The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet)

\*\*\* General Conditions of Contract – Service is available on BCPL's Tender website

- 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 TENDER DOCUMENT:**

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or email at BCPL's mailing address indicated in the BDS or on GeM portal 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 due date of submission of bid in cases where pre-bid meeting is not scheduled. 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 GeM portal / communicated to prospective bidders by e-mail.
- 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', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the GeM portal website. Bidders have to take into account all such corrigendum before submitting their Bid.

- 9.3 The Employer, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

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## **[C] – PREPARATION OF BID**

### **10 LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BCPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

### **11. DOCUMENTS COMPRISING THE BID:**

The Bid must be submitted on GeM portal (<https://gem.gov.in>) as follows

#### **11.1 "TECHNO-COMMERCIAL / UN-PRICED BID" shall contain the following:**

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) ~~Copy of EMD~~ /, Declaration for Bid Security as per provision of ITB
- (k) Undertaking as per *Form-1 to Annexure-C to Section-III* by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.
- (l) Undertaking as per *Form-2 to Annexure-C to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-C to Section-III*.
- (m) Undertaking as per *Form-I to Annexure-B to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures
- (o) 'Integrity Pact' as per 'Form F-13' – Not applicable
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed by the Authorized Signatory holding POA.
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (r) Any other information/details required as per Bidding Document

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

### **11.1.2 Price Bid / Financial Bid / Schedule of Rates [SOR]**

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

## **12 BID PRICES:**

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except **GST (CGST & SGST/UTGST or IGST)**.

Successful bidder is required to provide break-up of various components such as GST (CGST & SGST/UTGST or IGST) included in the quoted prices for placing SAP order by BCPL.

- 12.2 Bidder shall quote for all the items of Price bid/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 be deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause including final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.

13 **GST (CGST & SGST/ UTGST or IGST)**

13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, including **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 Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/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 Service Provider with requisite details.

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

13.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Contactor shall be put under Holiday list of BCPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.

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 Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case BCPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case BCPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **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 BCPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST):-**

Owner/BCPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/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.

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

Owner/BCPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/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.

13.7 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, they should include the **GST (CGST & SGST/UTGST or IGST)** in their prices while quoting. However, the GST shall be paid by GAIL under reverse charge mechanism. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

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

13.9 Service Provider shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable BCPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

If input tax credit is not available to BCPL for any reason not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the Service Provider under this contract or under any other contract.

#### 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 Service Provider / supplier may note the above and quote their prices accordingly.

13.11 In case the GST rating of Service Provider 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, then BCPL shall not be obligated or liable to pay or reimburse GST to such Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by BCPL.

13.12 GST, as quoted by the bidder in Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, BCPL shall place orders.

13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal ([www.gst.gov.in](http://www.gst.gov.in)). Further, Service Provider should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

#### 13.14 **Provision w.r.t. E- Invoicing requirement as per GST laws:**

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods with requisite details.

If input tax credit is not available to BCPL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-15 along with documents for release of payment.

- 13.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

**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 GeM bid from the final Due date of submission of bid'. 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 Bidder to extend the 'Period of Bid Validity' for a specified additional period on GeM portal. The request and the responses thereto shall be made in writing or by email (outside GeM, if required). After opening of price bids in GeM, the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/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 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

**16 EARNEST MONEY DEPOSIT (EMD):**

- 16.1 ~~Bid must be accompanied with earnest money (i.e Earnest Money Deposit (EMD) also known as Bid Security) in the form of 'Demand Draft' / 'Banker's Cheque' [in favour of Brahmaputra Cracker and Polymer Limited payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F 2B of the~~

**Tender Document.** Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

16.2 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD 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.

16.3 Any Bid not secured in accordance with "ITB: Clause 16.1, 16.2 & Clause 16.3" may be rejected by BCPL as non-responsive.

16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Bid Validity' period
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
- (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) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA],
  - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause 38"
  - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.7 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP 2012 and Clause 40 of ITB. However,

~~Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs/ Startups are exempted from the payment of EMD.~~

- ~~16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.~~

~~In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.~~

- ~~16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.~~

- ~~16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.~~

#### **16A DECLARATION FOR BID SECURITY**

Earnest Money Deposit/Bid Security is not applicable.

However, all the bidder (including MSEs, Startups) is required to submit Declaration for Bid Security in bid as per proforma at Form F-2A.

#### **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 GeM portal website against the GeM bid as specified in "ITB: Clause-8. 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 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 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 unamendable 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 Bid based on terms & conditions of Bidding Documents only. Bidder may note, BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviation(s) 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 Bid 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 not to take any deviation(s)/exception(s) to the terms & 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 Documents shall lead to summarily rejection of Bid:

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

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

**20 E-PAYMENT:**

Brahmaputra Cracker and Polymer Limited has initiated payments to Service Providers electronically and to facilitate the payments electronically through ‘e-banking’.

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**[D] – SUBMISSION OF BIDS**

**21 SUBMISSION, SEALING AND MARKING OF BID:**

- 21.1 Bids shall be submitted on GeM portal. No Manual/ Hard Copy (Original) / E-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

**22 DEADLINE FOR SUBMISSION OF BID:**

- 22.1 The bids must be submitted in GeM portal not later than the date and time specified in the tender documents.
- 22.2 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that 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 due date of submission of bid will be uploaded on GeM portal / communicated to the bidders.

**23 LATE BID:**

- 23.1 GeM portal shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

Where the EMD/physical documents has been received but the bid is not submitted by the bidder in the GeM portal, such EMD/ physical documents shall be returned immediately.

- 23.3 EMD /physical documents 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 BID:**

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

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

- 24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by

the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.

- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

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

**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(s) or any obligations to inform the affected Bidder(s) 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.

**26 BID OPENING**

**26.1 Un priced Bid Opening:**

BCPL will open unpriced bids at the schedule date & time.

**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.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

26.3 As tender is processed on GeM portal, public opening of bids is not applicable.

**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 Bidder(s) or any other persons not officially concerned with such process.

**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.

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 for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

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

29.1 The Employer'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 / Bid Security Declaration
- (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, specifications etc. of the Bidding Documents without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the Tender Documents.
- b) "Reservation" is the setting of limiting condition(s) 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 for evaluation of bid.

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 Document.
  - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.4 The employer shall examine all aspects of the Bid to confirm that all requirements have been met without any material deviation, reservation or omission.

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

## **30 CORRECTION OF ERRORS:**

Not Applicable

## **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:**

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document on lowest bid basis.

Refer BDS for tie breaker criteria.

**33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE**

**34 PURCHASE PREFERENCE:**

Purchase Preference to Micro and Small Enterprises (MSEs) or Purchase Preference to Local Content (PP-LC) bidders / Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

The policy for providing Purchase Preference (linked with Local content) is enclosed as Annexure III to ITB herewith.

**Bidders are advised to update their status on GeM portal to avoid any complications during evaluation.**

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**[F] – AWARD OF CONTRACT**

**35 AWARD:**

Subject to “ITB: Clause-29.0”, 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.

***“BCPL intent to place the contract directly on the address from where Services are to be rendered. In case, bidder wants contract at some other address or Services are to be rendered from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed”.***

BCPL will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder..

**36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]:**

- 36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. . The detailed GeM Contract / detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed GeM

Contract / Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed GeM Contract / Letter of Acceptance only.

- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 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 Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' shall acknowledge.

### **37 SIGNING OF AGREEMENT**

- 37.1 The successful Bidder/Service Provider 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/Service Provider] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for ~~forfeiture of EMD~~ Action as per Bid Security declaration
- 37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

### **38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]:**

- 38.1 Within 30 days of the receipt of the notification of award/ FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS 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. However, there shall be no Contract Performance security / PBG requirement for contracts:
- a) Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149; b) Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Goods contracts); and
- c) Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Services contracts)
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

- 38.3 The Service Provider shall submit CPS as per Form F-4 of Tender Document only but not as per format of GeM. Further, they also submit covering letter along with CPS as per format at F-4
- 38.4 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 EMD/~~ action as per declaration for Bid Security.
- 38.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS 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 CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.6 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17<sup>th</sup> July 2012. The successful bidder can submit CPS online through issuing bank to BCPL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BCPL.
- 38.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of GAIL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. \_\_\_\_\_ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

- 38.8 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.

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

जीईएम बोली/निविदा/ GeM BID/TENDER FOR " HIRING OF ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR OVERHAULING / MAINTENANCE OF VARIOUS TYPES OF MV/LV CIRCUIT BREAKER (SF6, VCB, ACB) INSTALLED AT BCPL PLANT, LEPETKATA & BCPL/CISF TOWNSHIP PREMISES FOR A PERIOD OF ONE (01) YEAR. "

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

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

39.3 ~~Name and contact details of nodal officer refer BDS:~~

**3.94 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 or elsewhere in the Purchase Order, in case it is found that the Service Provider/Bidder indulged in fraudulent/coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BCPL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-I), the Service Provider/Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, to such Bidder/Supplier.

The Service Provider/Bidder understands and agrees that in such cases where Service Provider/Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on the Service Provider/Bidder and the 'Arbitration Clause' mentioned in the GCC or 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 (MSE):**

40.1 Following provision has been incorporated for Micro and Small Enterprises (MSE), 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 MSEs.

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by Women.

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

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

40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

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

The MSE(s) owned by Women shall mean:-

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

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit the following:

- (i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

- (ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

The above document(s) 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.

MSEs are advised to update their latest status on GeM portal also to avoid complications during the evaluation.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are

making supplies to CPSUs.

- 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 as per provision mentioned at clause no.40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.
- 40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 40.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

- 40.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TreDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TreDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BCPL is already registered on the following TreDS platform:

- M/s A. TREDIS (Invoicemart), Mumbai

MSME Bidders are required to register on the TreDS platform. The MSME vendors can avail the TReDS facility, if they want to.

- 40.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

#### **41 AHR ITEMS**

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I) Rates as per SOR, quoted by the Service Provider/Bidder.
- II) Rate of the item, which shall be derived as follows:
  - a. Based on rates of Machine and labour as available from the contract (which includes service provider's supervision, profit, overheads and other expenses).
  - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover Service Provider's supervision profit, overhead & other expenses.

**42. VENDOR PERFORMANCE EVALUATION:**

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

**43. INCOME TAX & CORPORATE TAX**

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

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

**43.3 TDS**

(i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

**(ii) Higher rate of TDS for non-filers of ITR**

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not file their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

(I) Twice the rate mentioned in relevant TDS section.

(II) Twice the rate or rates in force

(III) 5%

**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 transactions related to procurement of goods / services/ exceeding Rs.2Lacs per transaction or as amended from time to time.

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

**44. DISPUTE RESOLUTION**

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

i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).

(ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to "Samadhan Committee". The same will be addressed by Samadhan Committee within 15days from the date of issue raised.

(iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.

(iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration &

Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

## **2. ARBITRATION**

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

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

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

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

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.

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

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

### 3. **GOVERNING LAW AND JURISDICTION:**

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

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

Subject to pre litigation grievance/dispute redressal mechanism as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

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

### 46 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

Not Applicable

### 47 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:**

To promote cashless transactions, the onward payments by Suppliers to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible.

### 48 **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

**49 PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)**

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section-II. Further, the Startups are also exempted from submission of EMDs, if applicable.

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

**50 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier has raised the invoice for full value, then supplier should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BCPL will release the payment to service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on service provider's invoice, to avoid delay in payment.

In case any financial implication arises on BCPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier. BCPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the service provider under this contract or under any other contract.

**51 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS**

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

.....



**Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa:**

(a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than 50% of the paid up share capital of the bidding company or vice versa.

(b) However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

(c) In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

- i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.
- ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to BCPL for fulfilling the obligation under the Agreement.
- iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based Supporting Company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

iv) Undertaking from the Supporting Company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by Supporting Company shall be invoked by BCPL due to non-performance of the bidding company.

Note:

- In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.
- The Financial BEC of tender is to be met by bidder on their own.

- (i) Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:
- (a) **BEC (Technical):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/contract submitted by bidder.

In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

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**FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED**

This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) \_\_\_\_\_ hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s Brahmaputra Cracker and Polymer Ltd. (hereinafter referred to as BCPL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_ [Supporting Company]. And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. \_\_\_\_\_ (Bidder) will submit an offer to BCPL for the full scope of work as envisaged in the tender document as a main bidder and liaise BCPL directly for any clarifications etc. in this context.
- b) M/s. \_\_\_\_\_ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the BCPL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to BCPL including extension if any and till satisfactory performance of the contract, the same is awarded by BCPL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BCPL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BCPL, however without prejudice to any rights that BCPL might have against the Supporting Company.
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to BCPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)  
M/s.

Witness:

- 1)
- 2)

For and on behalf of  
(Supporting Company)  
M/s.

Witness:

- 1)
- 2)

**GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly established and existing under the laws of .....(insert country), having its Registered Office at ..... hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s ..... (bidder) a company duly established and existing under the laws of ..... (insert country), having its Registered Office at ..... hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s **Brahmaputra Cracker and Polymer Ltd., Lepetkata**, a company duly registered under the law of India having its Registered Office at 1st Floor, House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001, and having Purchase center at ..... hereinafter called “BCPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS BCPL has invited tender number ..... for ..... on ....., and the bidder has submitted its bid number..... in response to the above mentioned tender invited by BCPL. AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the BCPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated ..... as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the BCPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number ....., made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BCPL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the BCPL and duly perform the obligations of the Bidder to the satisfaction of the BCPL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

3. The Guarantor shall be jointly and severally responsible to BCPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.
4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between BCPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of BCPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BCPL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BCPL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BCPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor OR (applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security) In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. (Strike through the clause whichever is not applicable)
10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s \_\_\_\_\_

Signature \_\_\_\_\_

Name\_\_\_\_\_

Designation \_\_\_\_\_

official seal\_\_\_\_\_

Witness:

1.Signature\_\_\_\_\_

Full Name \_\_\_\_\_

Address\_\_\_\_\_

2.Signature\_\_\_\_\_

Full Name \_\_\_\_\_

Address\_\_\_\_\_

#### INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

**CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY**

“Obligations contained in deed of guarantee No. \_\_\_\_\_ furnished against tender No. \_\_\_\_\_ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed along with the Guarantee.

**Appendix-A3 to Annexure-A**

**PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY  
FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY  
CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,  
M/s Brahmaputra Cracker and Polymer Ltd.

Dear Sir(s),

M/s. \_\_\_\_\_  
having registered office at \_\_\_\_\_ (herein after called the  
"CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the  
context so require include its successors and assignees) have been placed/ awarded the  
job/work of \_\_\_\_\_ vide PO/LOA/FOA  
No. \_\_\_\_\_ dated \_\_\_\_\_ (herein after called CONTRACT/  
ORDER) for Brahmaputra Cracker and Polymer Ltd. having registered office at 1st Floor,  
House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001 & project office at  
Administrative Building, BCPL, Lepetkata, Dibrugarh, Assam, PIN - 786006 (herein after  
called the "BCPL" which expression shall wherever the context so require include its  
successors and assignees).

Further, M/s \_\_\_\_\_ (Name of the Supporting company) having its registered/head  
office at \_\_\_\_\_ based on whose experience/technical strength, the  
CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract  
(hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless  
repugnant to the context or meaning thereof include all its successors, administrators,  
executors and assignees) has agreed to provide complete technical and other support to the  
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the  
contract/order as mentioned above, entered between BCPL and the  
CONTRACTOR/SUPPLIER/SERVICE PROVIDER and BCPL having agreed that the  
'SUPPORTING COMPANY' shall furnish to BCPL a performance guarantee for Indian  
Rupees/US\$ ..... towards providing complete financial and other support to the  
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the  
contract/order as mentioned above,

1. The said M/s. \_\_\_\_\_ (Supporting  
Company) 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.
2. We (name of the bank) \_\_\_\_\_ registered under the  
laws of \_\_\_\_\_ having head/registered office at  
\_\_\_\_\_ (hereinafter referred to as "the Bank", which  
expression shall, unless repugnant to the context or meaning thereof, include all its

successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BCPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BCPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BCPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that BCPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BCPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BCPL or any indulgence by BCPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.
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  
E-mail :  
Telephone/Mobile No. :

#### 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 at clause no. 16.1 of ITB of Tender Document.
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 Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser 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 or in the Bank Guarantee itself.

**PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.  
  
Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India
3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
  - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.  
  
Explanation—
    - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
    - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has

ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I to Section-II.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

**UNDERTAKING ON LETTERHEAD**

To,  
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR OVERHAULING / MAINTENANCE OF VARIOUS TYPES OF MV/LV CIRCUIT BREAKER (SF6, VCB, ACB) INSTALLED AT BCPL PLANT, LEPETKATA & BCPL/CISF TOWNSHIP PREMISES FOR A PERIOD OF ONE (01) YEAR."**

**TENDER No.:** \_\_\_\_\_

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s \_\_\_\_\_ (*Name of Bidder*) is :

- (i) Not from such a country [       ]
- (ii) If from such a country, has been registered [       ]  
with the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority shall be attached)

**(Bidder is to tick appropriate option (✓ or X) above).**

We hereby certify that bidder M/s \_\_\_\_\_ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered against the tender.

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

.....

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**

To,  
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR OVERHAULING / MAINTENANCE OF VARIOUS TYPES OF MV/LV CIRCUIT BREAKER (SF6, VCB, ACB) INSTALLED AT BCPL PLANT, LEPETKATA & BCPL/CISF TOWNSHIP PREMISES FOR A PERIOD OF ONE (01) YEAR."**

**TENDER No.:** \_\_\_\_\_

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s \_\_\_\_\_ (*Name of Bidder*) is:

- (i) not from such a country [       ]
- (ii) if from such a country, has been registered [       ]  
with the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority shall be attached)

**(Bidder is to tick appropriate option (✓ or X) above).**

We further certify that bidder M/s \_\_\_\_\_ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s \_\_\_\_\_ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered.

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

**POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL  
CONTENT) (PP-LC) - NOT APPLICABLE IN THE INSTANT TENDER**

**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 an 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 Purchaser 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” in this Annexure.
- A.6 “Appellate Authority” shall mean Committee of Directors of BCPL consisting of Managing Director, BCPL & Director (Finance).
- A.7 “Competent Authority” shall mean the authority of BCPL, 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 “COO”.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
  - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
  - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 “Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or State Government having power to investigate.

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

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

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such bidder (s) shall be rejected and its 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)/ Contract Performance Security (CPS) submitted by agency against such Order(s)/ Contract(s) shall also be forfeited. The amount that may have become due to the Contractor/Supplier on account of work/supplies already executed by him shall be payable to the Contractor/Supplier and this amount shall be subject to adjustment against any amounts due from the Contractor/Supplier under the terms of the contract.

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

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

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after execution of Contract and during DLP/ Warranty/Guarantee

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

Further, the CPBG/CPS submitted by Agency against such Order(s)/Contract(s) shall be forfeited.

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

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

**B.2.2 Period of Banning**

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

In exceptional cases where the act of Bidder/Supplier/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 tender(s)/future tender(s).
- 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 Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.
  - C.3.2 after opening Part-I/Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
  - C.3.3 after opening of price (Part-II), EMD submitted 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 Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process 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, BCPL when :-

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

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

- D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, BCPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(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 process:

- D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.
- D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.
- D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid 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/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) Bidder is not banned by any Government department/ Public Sector.

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

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

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

### **1.0 GENERAL**

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

### **2.0 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 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.

### **3.0 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. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. 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.

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. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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

5.1 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 shall be initiated by Engineer-in-charge/Project-in-charge:

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

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

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

- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from

party against the letter seeking the explanation from Vendor/Supplier/Contractor/Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
  - (a) First Instance: **Holiday (Red Card) for Two Years**
  - (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Three Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
  - (a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Three (3) Years.**
  - (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
  - (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Three Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/Contractor/Consultant (under Clause no. 28.3.1 of GCC-Goods )

- (a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Three (3) Years.**

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant:

**Holiday (Red Card) for period of One Year** and they shall also to be **considered for Suspension**.

- (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension**.

(C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 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 shall be initiated by EIC:

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

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

- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
  - (a) First Instance: **Holiday (Red Card) for Two Years**
  - (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Three Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
  - (a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Three (3) Years.**
  - (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
  - (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Three Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 28.3.1 of GCC-Goods)

- (a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Three (3) Years.**

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of One Year** and they shall also to be **considered for Suspension.**
- (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/

Contractor/ Consultant: **Holiday (Red Card) for period of Three Years** and they shall also to be considered for **Suspension**.

(C) Where Performance rating is "FAIR"

Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

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

- 6.1 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.

7.0 **EFFECT OF HOLIDAY**

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

- 7.2 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.

- 7.3. Effect on other ongoing tendering:

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

- 7.3.2 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.

- 7.3.3 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.

- 8.0 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.

- 9.0 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.

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

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

**11. ERRANT BIDDER**

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

Further, such bidder will be put on Watch List (Yellow Card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

12. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Supplier shall be put under Holiday list of BCPL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on BCPL.

**Annexure-1**

**Brahmaputra Cracker and Polymer Limited**  
**PERFORMANCE RATING DATA SHEET [PRDS]**  
**(FOR PROJECTS/ CONSULTANCY JOBS)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/ sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.
- (\*) Allocation of marks should be as per enclosed instructions
- (\*\*) Performance rating shall be classified as under:

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

Signature of  
Authorised Signatory:

Name:

Designation:

## INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

### **1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks**

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

### **1.2 QUALITY PERFORMANCE 40 Marks**

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

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

### **1.3 RELIABILITY PERFORMANCE 20 Marks**

| <b>A.</b> | <b>FOR WORKS / CONTRACTS</b> | <b>Marks</b> |
|-----------|------------------------------|--------------|
|-----------|------------------------------|--------------|

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

**Brahmaputra Cracker and Polymer Limited**  
**PERFORMANCE RATING DATA SHEET [PRDS]**  
**(FOR O&M)**

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

| Performance Parameter | Delivery Performance | Quality Performance | Reliability Performance# | Total |
|-----------------------|----------------------|---------------------|--------------------------|-------|
| Maximum Marks         | 40                   | 40                  | 20                       | 100   |
| Marks Allocated (*)   |                      |                     |                          |       |

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

- (#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance
- (\*) Allocation of marks should be as per enclosed instructions
- (\*\*) Performance rating shall be classified as under:

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

Signature of  
Authorised Signatory:

Name:

Designation:

**INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)**

1. Marks are to be allocated as under:

**1.1 DELIVERY/ COMPLETION PERFORMANCE**

**40 Marks**

| Delivery Period/<br>Completion Schedule | Delay in Weeks | Marks |
|-----------------------------------------|----------------|-------|
|-----------------------------------------|----------------|-------|

|                   |                    |    |
|-------------------|--------------------|----|
| a) Upto 3 months  | Before CDD         | 40 |
|                   | Delay upto 4 weeks | 35 |
|                   | " 8 weeks          | 30 |
|                   | " 10 weeks         | 25 |
|                   | " 12 weeks         | 20 |
|                   | " 16 weeks         | 15 |
|                   | More than 16 weeks | 0  |
| b) Above 3 months | Before CDD         | 40 |
|                   | Delay upto 4 weeks | 35 |
|                   | " 8 weeks          | 30 |
|                   | " 10 weeks         | 25 |
|                   | " 16 weeks         | 20 |
|                   | " 20 weeks         | 15 |
|                   | " 24 weeks         | 10 |
|                   | More than 24 weeks | 0  |

## 1.2 QUALITY PERFORMANCE 40 Marks

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

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

## 1.3 RELIABILITY PERFORMANCE 20 Marks

| A.   | FOR WORKS/CONTRACTS                                                                          | Marks   |
|------|----------------------------------------------------------------------------------------------|---------|
| i)   | Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time | 4 marks |
| ii)  | Mobilization of resources as per Contract and in time                                        | 4 marks |
| iii) | Liquidation of Check-list points                                                             | 4 marks |
| iv)  | Compliance to statutory and HS&E requirements<br>or                                          | 4 marks |

|           |                                                                                                                                 |              |
|-----------|---------------------------------------------------------------------------------------------------------------------------------|--------------|
|           | Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs                                                        |              |
| v)        | Timely submission of estimates and other documents for Extra, Substituted & AHR items                                           | 4 marks      |
| <b>B.</b> | <b>FOR SUPPLIES</b>                                                                                                             | <b>Marks</b> |
| i)        | Submission of order acceptance, CPS/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      |

**-Not Applicable-**



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

## Annexure-IV to Section-III

### BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

| A. GENERAL                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |   |    |   |                            |                                                                     |         |            |         |                 |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---|----|---|----------------------------|---------------------------------------------------------------------|---------|------------|---------|-----------------|
| ITB clause                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |   |    |   |                            |                                                                     |         |            |         |                 |
| 1.1                        | The Employer/Owner is: Brahmaputra Cracker and Polymer Ltd.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |   |    |   |                            |                                                                     |         |            |         |                 |
| 2.1                        | The name of the Services to be performed is: <u>HIRING OF ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR OVERHAULING / MAINTENANCE OF VARIOUS TYPES OF MV/LV CIRCUIT BREAKER (SF6, VCB, ACB) INSTALLED AT BCPL PLANT, LEPETKATA &amp; BCPL/CISF TOWNSHIP PREMISES FOR A PERIOD OF ONE (01) YEAR</u>                                                                                                                                                                                                                      |     |   |    |   |                            |                                                                     |         |            |         |                 |
| 3                          | BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |   |    |   |                            |                                                                     |         |            |         |                 |
| B. BIDDING DOCUMENT        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |   |    |   |                            |                                                                     |         |            |         |                 |
| ITB clause                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |   |    |   |                            |                                                                     |         |            |         |                 |
| 8.1                        | For <b>clarification purposes</b> only, the communication address is:<br>Attention: <u>Bhaskar Jyoti Barman</u><br>Email: <u>bhaskar.barman@bcplindia.co.in</u>                                                                                                                                                                                                                                                                                                                                                         |     |   |    |   |                            |                                                                     |         |            |         |                 |
| C. PREPARATION OF BIDS     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |   |    |   |                            |                                                                     |         |            |         |                 |
| ITB clause                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |   |    |   |                            |                                                                     |         |            |         |                 |
| 11.1.1 (q)                 | Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers                                                                                                                                                                                                                                                                                                                                                                                         |     |   |    |   |                            |                                                                     |         |            |         |                 |
| 12                         | Additional Provision for Schedule of Rate/ Bid Price are as under:<br>_____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |   |    |   |                            |                                                                     |         |            |         |                 |
| 12 & 13                    | Whether BCPL will be able to avail input tax credit in the instant tender <table border="1" style="margin-left: 40px;"> <tr> <td>YES</td> <td>√</td> </tr> <tr> <td>NO</td> <td>X</td> </tr> </table> <p>Details of Buyer:</p> <table border="1" style="margin-left: 40px;"> <tr> <td>Services to be rendered at</td> <td>Brahmaputra Cracker and Polymer Ltd.<br/>Lepetkata, Dibrugarh, Assam</td> </tr> <tr> <td>PAN No.</td> <td>AADCB2356E</td> </tr> <tr> <td>GST no.</td> <td>18AADCB2356E1ZY</td> </tr> </table> | YES | √ | NO | X | Services to be rendered at | Brahmaputra Cracker and Polymer Ltd.<br>Lepetkata, Dibrugarh, Assam | PAN No. | AADCB2356E | GST no. | 18AADCB2356E1ZY |
| YES                        | √                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |   |    |   |                            |                                                                     |         |            |         |                 |
| NO                         | X                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |   |    |   |                            |                                                                     |         |            |         |                 |
| Services to be rendered at | Brahmaputra Cracker and Polymer Ltd.<br>Lepetkata, Dibrugarh, Assam                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |   |    |   |                            |                                                                     |         |            |         |                 |
| PAN No.                    | AADCB2356E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     |   |    |   |                            |                                                                     |         |            |         |                 |
| GST no.                    | 18AADCB2356E1ZY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |   |    |   |                            |                                                                     |         |            |         |                 |

|                                              | BCPL Bank details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                     |                                               |      |               |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------|-----------------------------------------------|------|---------------|
| 14                                           | The currency of the Bid shall be INR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                     |                                               |      |               |
| 15                                           | The bid validity period shall be 3 months from final 'Bid Due Date'.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                     |                                               |      |               |
| 16.1, 16.10 and 38.6                         | <p>In case '<del>Earnest Money / Bid Security</del>' or "<del>Contract Performance Security</del>" is in the form of '<del>Demand Draft</del>' or '<del>Banker's Cheque</del>', the same should be favor of <del>Brahmaputra Cracker and Polymer Ltd.</del>, payable at _____</p> <p>Bidder to mention reference no. "CPS/....." in narration while remitting the CPS amount in BCPL's Bank Account.</p> <p><i>BG issuance message is to be transmitted through SFMS to beneficiary's bank as below:</i></p> <p>Name of Bank: ICICI Bank<br/> Branch: GUWAHATI - FANCY BAZAR<br/> IFSC: ICIC0000543<br/> The issuing bank while issuing/amending the BG, should ensure that the below information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV:</p> <table border="1"> <thead> <tr> <th><u>Field Number</u></th> <th><u>Particulars (to be mentioned in Row 1)</u></th> </tr> </thead> <tbody> <tr> <td>7037</td> <td>BCPL566911048</td> </tr> </tbody> </table> |  | <u>Field Number</u> | <u>Particulars (to be mentioned in Row 1)</u> | 7037 | BCPL566911048 |
| <u>Field Number</u>                          | <u>Particulars (to be mentioned in Row 1)</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                     |                                               |      |               |
| 7037                                         | BCPL566911048                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                     |                                               |      |               |
| <b>D. SUBMISSION AND OPENING OF BIDS</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                     |                                               |      |               |
| <b>ITB clause</b>                            | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                     |                                               |      |               |
| <b>4.0 of IFB</b>                            | For the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is:<br>Attention: Bhaskar Jyoti Barman<br><a href="mailto:bhaskar.barman@bcplindia.co.in">bhaskar.barman@bcplindia.co.in</a><br>Address: Brahmaputra Cracker and Polymer Ltd.<br>Floor/Room number: Administrative Building, C&P dept<br>City: Lepetakata, Dibrugarh, Assam<br>ZIP Code: 786006<br>Country: India                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                     |                                               |      |               |
| <b>E. EVALUATION, AND COMPARISON OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                     |                                               |      |               |
| <b>ITB clause</b>                            | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                     |                                               |      |               |

|                             |                                                                                                                                                                                                                                                                                   |            |   |                |   |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---|----------------|---|
| 32                          | Evaluation Methodology is mentioned in Section-II.                                                                                                                                                                                                                                |            |   |                |   |
| <b>F. AWARD OF CONTRACT</b> |                                                                                                                                                                                                                                                                                   |            |   |                |   |
| <b>ITB clause</b>           | <b>Description</b>                                                                                                                                                                                                                                                                |            |   |                |   |
| 37                          | State of India which stamp paper is required for Contract Agreement:<br>Assam_____                                                                                                                                                                                                |            |   |                |   |
| 38                          | Contract Performance Security/ Security Deposit<br><table border="1" style="margin-left: 40px;"> <tr> <td>APPLICABLE</td> <td style="text-align: center;">√</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;">x</td> </tr> </table> <u>Refer Section-II</u> | APPLICABLE | √ | NOT APPLICABLE | x |
| APPLICABLE                  | √                                                                                                                                                                                                                                                                                 |            |   |                |   |
| NOT APPLICABLE              | x                                                                                                                                                                                                                                                                                 |            |   |                |   |
| 40                          | Whether tendered item is non-split able or not-divisible :<br><table border="1" style="margin-left: 40px;"> <tr> <td>YES</td> <td style="text-align: center;">√</td> </tr> <tr> <td>NO</td> <td style="text-align: center;">X</td> </tr> </table>                                 | YES        | √ | NO             | X |
| YES                         | √                                                                                                                                                                                                                                                                                 |            |   |                |   |
| NO                          | X                                                                                                                                                                                                                                                                                 |            |   |                |   |
| 41                          | Provision of AHR Item :<br><table border="1" style="margin-left: 40px;"> <tr> <td>APPLICABLE</td> <td style="text-align: center;">√</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;">x</td> </tr> </table>                                                 | APPLICABLE | √ | NOT APPLICABLE | x |
| APPLICABLE                  | √                                                                                                                                                                                                                                                                                 |            |   |                |   |
| NOT APPLICABLE              | x                                                                                                                                                                                                                                                                                 |            |   |                |   |
| 44.1                        | Quarterly Closure of Contract<br><table border="1" style="margin-left: 40px;"> <tr> <td>APPLICABLE</td> <td style="text-align: center;">x</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;">√</td> </tr> </table>                                           | APPLICABLE | x | NOT APPLICABLE | √ |
| APPLICABLE                  | x                                                                                                                                                                                                                                                                                 |            |   |                |   |
| NOT APPLICABLE              | √                                                                                                                                                                                                                                                                                 |            |   |                |   |

|    |                                                   |   |
|----|---------------------------------------------------|---|
| 49 | Applicability of provisions relating to Startups: |   |
|    | APPLICABLE                                        | √ |
|    | NOT APPLICABLE                                    | x |

## फॉर्म और प्रारूप

# FORMS & FORMATS

### **LIST OF FORMS & FORMATS**

| <b>Form No.</b> | <b>Description</b>                                                                       |
|-----------------|------------------------------------------------------------------------------------------|
| F-1             | BIDDER'S GENERAL INFORMATION                                                             |
| F-2             | PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY" – Not Applicable |
| F-2(A)          | DECLARATION FOR BID SECURITY                                                             |
| F-3             | LETTER OF AUTHORITY                                                                      |
| F-4             | PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"      |
| F-5             | AGREED TERMS & CONDITIONS                                                                |
| F-6             | ACKNOWLEDGEMENT CUM CONSENT LETTER                                                       |
| F-7             | BIDDER'S EXPERIENCE                                                                      |
| F-8 (A)         | CHECK LIST                                                                               |
| F-8 (B)         | CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS                         |

|      |                                                                                    |
|------|------------------------------------------------------------------------------------|
| F-9  | FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE         |
| F-10 | FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER |
| F-11 | BIDDER'S QUERIES FOR PRE BID MEETING                                               |
| F-12 | E-BANKING MANDATE FORM                                                             |
| F-13 | INTEGRITY PACT- NOT APPLICABLE                                                     |
| F-14 | FREQUENTLY ASKED QUESTIONS                                                         |
| F-15 | UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS) |

**F-1**

**BIDDER'S GENERAL INFORMATION**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

---

TENDER NO:

|    |                                                                                                                                                                            |                                                                                                                                                                        |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Bidder Name                                                                                                                                                                | M/s.....                                                                                                                                                               |
| 2  | Status of Firm                                                                                                                                                             | Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others<br><br>If Others Specify:_____ |
|    |                                                                                                                                                                            | [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]                                                                          |
| 3a | Name of Proprietor/ Partners/ Directors of the firm/company<br>[As per cl.no.4.0 of Section-III of Tender Document]                                                        | 1.<br>2.<br>3.                                                                                                                                                         |
| 3b | Name of Power of Attorney holders of bidder                                                                                                                                |                                                                                                                                                                        |
| 4  | Number of Years in Operation                                                                                                                                               |                                                                                                                                                                        |
| 5  | Address of Registered Office:<br><br>In case of Partnership firm, provide current address of the firm for ordering purpose.                                                | <br>City:<br>District:<br>State:<br>PIN/ZIP:                                                                                                                           |
| 6  | Bidder's address where order/contract is to be placed *                                                                                                                    | <br>City:<br>District:<br>State:<br>PIN/ZIP:                                                                                                                           |
| 7  | Address from where Goods/ Services are to be dispatched/ provided along with GST no.<br><br>(In case supply of Goods / Services are from multiple locations, addresses and | <br>City:<br>District:<br>State:                                                                                                                                       |

|    |                                                                                                                                                                                                                                                                                                                                |                                                                                               |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
|    | GST no. of all such locations are to be provided).                                                                                                                                                                                                                                                                             | PIN/ZIP:<br>GST No.:                                                                          |
| 8  | Telephone Number & Contact Information address where order is to be placed                                                                                                                                                                                                                                                     | _____<br>(Country Code) (Area Code) (Telephone No.)<br>Mobile No. : .....<br>e-mail ID: ..... |
| 9  | Website                                                                                                                                                                                                                                                                                                                        |                                                                                               |
| 10 | Mobile Number:                                                                                                                                                                                                                                                                                                                 | _____                                                                                         |
| 11 | ISO Certification, if any                                                                                                                                                                                                                                                                                                      | [If yes, please furnish details]                                                              |
| 12 | PAN No.                                                                                                                                                                                                                                                                                                                        |                                                                                               |
| 13 | GST No. (refer sl. no. 7 above)                                                                                                                                                                                                                                                                                                |                                                                                               |
| 14 | Whether Micro or Small Enterprise                                                                                                                                                                                                                                                                                              | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40) |
|    | Whether MSE is owned by SC/ST Entrepreneur(s)                                                                                                                                                                                                                                                                                  | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40) |
|    | Whether MSE is owned by Women                                                                                                                                                                                                                                                                                                  | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 40) |
|    | Whether payment is required through TReDS                                                                                                                                                                                                                                                                                      | Yes / No<br>If Yes, please provide the name of portal<br>.....                                |
| 15 | Whether Bidder is Startup or not                                                                                                                                                                                                                                                                                               | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 49) |
|    | In case of Start-up confirm the following:<br>(i) Date of its incorporation/ registration<br>[The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration]<br>(ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores. |                                                                                               |

Note: *\*BCPL intent to place the order/contract directly on the address from where Goods are produced/dispatched. In case, bidder wants order/ contract at some other address or supply of Goods from multiple locations, bidder is required to provide the address on which order is to be placed at sl.no.6 above.*

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**FORMAT F-2A**

**DECLARATION FOR BID SECURITY**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

---

SUB:

TENDER NO:

Dear Sir

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

**F-3**

**LETTER OF AUTHORITY**

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings']

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

\_\_\_\_\_

SUB:

TENDER NO:

**Dear Sir,**

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending Pre-Bid Meeting', against the above Tender Document:

[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:

- (i) 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 'Pre-Bid Meetings'.
- (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings'.

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

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**THIS FORMAT SUPERSEDE THE FORMAT OF GEM**

|                                                                    |                                                                                                                                          |  |
|--------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--|
| To,<br>M/s Brahmaputra Cracker and<br>Polymer Limited<br><br>_____ | <b>Bank Guarantee No.</b>                                                                                                                |  |
|                                                                    | <b>Date of BG</b>                                                                                                                        |  |
|                                                                    | <b>BG Valid up to (Expiry date)</b>                                                                                                      |  |
|                                                                    | <b>Claim period up to (indicate date of<br/>expiry of claim period which<br/>includes minimum three months<br/>from the expiry date)</b> |  |
|                                                                    | <b>Stamp Sl. No./e-Stamp Certificate<br/>No.</b>                                                                                         |  |

**Dear Sir(s),**

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the “contractor/supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of \_\_\_\_\_ vide PO/LOA /FOA No. \_\_\_\_\_ dated \_\_\_\_\_ for Brahmaputra Cracker and Polymer Ltd. having registered office at 1<sup>st</sup> Floor, House No 6 Bhuban Road, Uzanbazar Guwahati, Assam Pin - 781001 (herein after called the “BCPL” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify BRAHMAPUTRA CRACKER AND POLYMER LTD., in case of default.

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

1. We \_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BRAHMAPUTRA CRACKER AND POLYMER LTD. we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as BCPL may direct the said amount of Rupees \_\_\_\_\_

- \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s. \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
  3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
  4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
  5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (contractor) on whose behalf this guarantee is issued.
  6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.
  7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Dibrugarh.
  8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or

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

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.
10. Notwithstanding anything contained herein:
- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only ) . . . . .
  - b) This Guarantee shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
  - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney

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

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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.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
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 Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser 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 or in the Bank Guarantee itself.
5. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY  
VENDOR ALONG WITH BANK GUARANTEE**

1 BANK GUARANTEE NO :

2 VENDOR NAME / VENDOR CODE :

NAME

VENDOR CODE

3 BANK GUARANTEE AMOUNT :

4 PURCHASE ORDER/ LOA NO :

5 NATURE OF BANK GUARANTEE :

(Please Tick (√) Whichever is Applicable

PERFORMANCE  
BANK GUARANTEE

SECURITY  
DEPOSIT

EMD

ADVANCE

6 BG ISSUED BANK DETAILS :

(A) EMAIL ID :

(B) ADDRESS :

(C) PHONE NO/  
MOBILE NO. :

**F-5**

**AGREED TERMS & CONDITIONS [No Deviation tender]**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

---

SUB:

TENDER NO:

This Format duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                               | BIDDER'S<br>CONFIRMATION                                   |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| 1   | Bidder's name, Vendor Code of BCPL (if any) and address<br><br>(FOA/Order shall be released in this name)                                                                                                                                                                                 | Bidder's name :<br><br>BCPL's Vendor Code:<br><br>Address: |
| 2.  | Bidder confirms the currency of quoted prices is in Indian Rupees.                                                                                                                                                                                                                        |                                                            |
| 3.  | Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).                                                                                                                         |                                                            |
| 4   | Bidder confirms that they have quoted <b>GST (CGST &amp; SGST/ UTGST or IGST )</b> in Price Schedule/ SOR of Price bid.                                                                                                                                                                   |                                                            |
| 4.1 | Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b><br><br>If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid | Yes/ No<br><br><br><br><br><br><br>.....                   |
| 4.2 | Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code                                                                                                                                                                                     |                                                            |

-----  
जीईएम बोली/निविदा/ GeM BID/TENDER FOR " HIRING OF ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR OVERHAULING / MAINTENANCE OF VARIOUS TYPES OF MV/LV CIRCUIT BREAKER (SF6, VCB, ACB) INSTALLED AT BCPL PLANT, LEPETKATA & BCPL/CISF TOWNSHIP PREMISES FOR A PERIOD OF ONE (01) YEAR. "

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BIDDER'S<br>CONFIRMATION |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
|     | (SAC) in Price Bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |
| 4.3 | Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).                                                                                                                                                                                                                                                                                                                                                             |                          |
| 4.4 | Whether bidder is liable to raise E-Invoice as per GST Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |
|     | If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |
| 5.  | Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| 6.  | Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.                                                                                                                                                                                                                                                                                                                                                                                               |                          |
| 7.  | Bidder confirms that Contract Performance Security 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.  | Bidder confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.                                                                                                                                                                                                                                                                                                                                                                                          |                          |
| 9.  | Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |
|     | In case of delay, the bills / invoices shall be submitted after                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                          |

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                         | BIDDER'S<br>CONFIRMATION |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
|     | reducing the price reduction due to delay (refer PRS Clause).                                                                                                                                                                                                                       |                          |
| 10. | a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections).<br>b) Bidder confirms that printed terms and conditions of bidder are not applicable.                                                                                                     |                          |
| 11. | Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.                                                                                                                                                 |                          |
| 12. | Bidder furnishes <del>EMD/Bid Security details as under OR</del> bid security declaration:<br><br>a) <del>EMD/ Bid Security No. &amp; date</del><br>b) <del>Value</del><br>c) <del>Validity</del><br>d) <del>Bank Address/e mail ID/Mobile no. [in case of BG]</del>                |                          |
| 13. | Bidder confirms that<br><br>(i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BCPL<br><br>or<br><br>(ii) the bidder is not a firm in which any Director (in Board of Director) of BCPL or their relative is a partner. |                          |
| 14. | All correspondence must be in ENGLISH language only.                                                                                                                                                                                                                                |                          |
| 15. | The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.                                                 |                          |
| 16. | Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.                                                                                                                                                     |                          |

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | BIDDER'S<br>CONFIRMATION |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 17. | <p><u>No Deviation Confirmation:</u></p> <p>It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| 18. | <p>If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood &amp; agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser 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."</p> |                          |
| 19. | Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |
| 20. | Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                          |

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | BIDDER'S<br>CONFIRMATION |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
|     | deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                          |
| 21. | <p>Bidder hereby confirms that they are not on 'Holiday' by BCPL /GAIL 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.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL /GAIL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>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.</p> <p>Further, Bidder also confirms 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 them.</p> |                          |
| 22. | Bidder confirms that they have read and understood the General Conditions of Contract - Services available on BCPL's Tender website & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |
| 23. | Bidder certifies that they <del>would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                          |

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | BIDDER'S<br>CONFIRMATION |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
|     | <p>(<a href="http://www.bcplonline.co.in">www.bcplonline.co.in</a>) and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise BCPL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of BCPL is liable to be treated as crime and dealt with by the procedures of BCPL as applicable from time to time.</p> |                          |
| 24. | Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.                                                                                                                                                                        |                          |
| 25. | <p>Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).</p> <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</p>                                                                                                                                                                                                                                                                                                                    | Not applicable           |
| 26. | Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.                                                                                                                                                                                                                                                                                                                           |                          |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-6**  
**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 Purchase Officer in BCPL who issued the Tender Document, by filling up the Format)**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:  
TENDER NO:

Dear Sir,  
We hereby acknowledge receipt of a complete set of Tender 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 : .....

---

जीईएम बोली/निविदा/ GeM BID/TENDER FOR " HIRING OF ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR OVERHAULING / MAINTENANCE OF VARIOUS TYPES OF MV/LV CIRCUIT BREAKER (SF6, VCB, ACB) INSTALLED AT BCPL PLANT, LEPETKATA & BCPL/CISF TOWNSHIP PREMISES FOR A PERIOD OF ONE (01) YEAR. "

**F-7**  
**BIDDER'S EXPERIENCE**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

---

SUB:

TENDER NO:

| Sl. No | Description of the Supply/ Services | PO/ Contr-act No. and date | Full Address & phone nos. of Client. | Postal nos. of | Value of Contract/ Order (Specify Currency Amount) | Date of Commence ment | Scheduled Completion/ Delivery Period (Months) | Date of Actual Compl- etion | Reasons for delay in execu- tion, if any |
|--------|-------------------------------------|----------------------------|--------------------------------------|----------------|----------------------------------------------------|-----------------------|------------------------------------------------|-----------------------------|------------------------------------------|
| (1)    | (2)                                 | (3)                        | (5)                                  |                | (6)                                                | (7)                   | (8)                                            | (9)                         | (10)                                     |
|        |                                     |                            |                                      |                |                                                    |                       |                                                |                             |                                          |
|        |                                     |                            |                                      |                |                                                    |                       |                                                |                             |                                          |
|        |                                     |                            |                                      |                |                                                    |                       |                                                |                             |                                          |
|        |                                     |                            |                                      |                |                                                    |                       |                                                |                             |                                          |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**Note:**

**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. Any new document submitted against representation option provided on GeM portal shall also be not considered for re-valuation of bid.**

**F-8 (A)**  
**CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the Bidder to make sure that the necessary data/information as called for in the Tender Document has been submitted by them along with their offer/Bid. This, however, does not relieve the Bidder of his responsibilities to make sure that his Bid 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    | Confirm that the following details have been submitted in the Un-priced part of the Bid                                                                                                                                                                                                                                                                                                                                                                              |           |                                         |
| i      | Covering Letter, Letter of Submission                                                                                                                                                                                                                                                                                                                                                                                                                                |           |                                         |
| ii     | Declaration for Bid Security                                                                                                                                                                                                                                                                                                                                                                                                                                         |           |                                         |
| iii    | Duly signed Tender Document along with drawings and addendum (if any)                                                                                                                                                                                                                                                                                                                                                                                                |           |                                         |
| iv     | Power of Attorney in the name of person signing the bid.                                                                                                                                                                                                                                                                                                                                                                                                             |           |                                         |
| v      | Confirm submission of documents alongwith unpriced bid as per tender requirement (including cl.no.11.1.1 of Section-III).                                                                                                                                                                                                                                                                                                                                            |           |                                         |
| 2.0    | Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)                                                                                                                                                                                                                                                                                                                                                                  |           |                                         |
| 3.0    | Confirm that the price part is uploaded in GeM portal.                                                                                                                                                                                                                                                                                                                                                                                                               |           |                                         |
| 4.0    | Confirm that Undertaking as per Form 1 of Annexure-V to Section-III has been submitted (applicable for MSE and PP-LC bidder).                                                                                                                                                                                                                                                                                                                                        |           |                                         |
| 5.0    | Confirm that Undertaking as per <i>Form-2 to Annexure-V to Section-III</i> and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per <i>Form-3 to Annexure-V to Section-III</i> are submitted.<br>In case a bidder is quoting on behalf of a manufacturer, in addition to <i>Form -2 and Form-3</i> |           |                                         |

|     |                                                                                                                                                                                                                                                                                                      |  |  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|     | <i>to Annexure-V</i> to Section-III, the bidder is required to submit <i>Form -4 and Form-5 to Annexure-V to Section-III</i> to be signed by the manufacturer and the statutory auditor /cost auditor/ practicing cost accountant/practicing chartered accountant of that manufacturer respectively. |  |  |
| 6.0 | Confirm that Undertaking as per Form-1 to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)                                                                                                                                 |  |  |
| 7.0 | Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)                                                                                                                                                                                                                 |  |  |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

## **F-8(B)**

### **CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS**

**(refer Section II of Tender document)**

| Sr. No.                                                                                                                               | BEC Clause no. | Description                                         | Documents required for qualification                                                                                                                                                                                                                                                                                                                                                                                                          | Documents Submitted by Bidder | Documents attested as per Section-II of Tender | Reference Page No. of the Bid submitted |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------|-----------------------------------------|
| <b>Technical Experience Criteria – Document</b><br>[[All documents to be <b>uploaded (submitted)</b> must be self- <b>attested</b> .] |                |                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |                                                |                                         |
| 1.                                                                                                                                    | 1.1.1          | Documents against <b>Status of Bidder</b> to comply | The bidder must be an “ <b>Original Equipment Manufacturer (OEM)</b> ” or authorized service provider from any OEM of breakers having expertise for providing AMC services for SF6 Circuit Breaker /Vaccum Circuit Breaker /Air Circuit Breaker.                                                                                                                                                                                              |                               | Yes/No                                         |                                         |
| 2                                                                                                                                     | 1.1.2          | Experience against execution & completion of order  | c) Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been completed / executed <b>as mentioned at BEC clause no. 1.1.2</b> along with the details of SOR items & scope of work.<br>d) <b>Completion Certificate</b> against the Work Order/ LOA/Agreement submitted as mentioned at point “a)” above. The Completion Certificate must contain the detailed information of the order i.e, LOA/Work Order |                               | Yes/No                                         |                                         |

| <b>Sr. No.</b> | <b>BEC Clause no.</b> | <b>Description</b>                               | <b>Documents required for qualification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>Documents Submitted by Bidder</b> | <b>Documents attested as per Section-II of Tender</b> | <b>Reference Page No. of the Bid submitted</b> |
|----------------|-----------------------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------------------|------------------------------------------------|
|                |                       |                                                  | No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should have been issued by the end-user/owner/authorized consultant.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                      |                                                       |                                                |
|                | 1.1.3                 | Experience against execution of running Contract | <p>a) Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running <b>as mentioned at BEC clause no. 1.1.3</b> along with the details of SOR items &amp; scope of work.</p> <p>b) Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the Contract as mentioned at point “a)” above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. 1.1.2 above. The execution certificate must contain the detailed information like LOA/Order No. / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Execution Certificate should have been issued by the end-user/owner/authorized consultant.</p> |                                      |                                                       |                                                |

| <b>Sr. No.</b> | <b>BEC Clause no.</b> | <b>Description</b>                                                      | <b>Documents required for qualification</b> | <b>Documents Submitted by Bidder</b> | <b>Documents attested as per Section-II of Tender</b> | <b>Reference Page No. of the Bid submitted</b> |
|----------------|-----------------------|-------------------------------------------------------------------------|---------------------------------------------|--------------------------------------|-------------------------------------------------------|------------------------------------------------|
| 3              | 1.1.4                 | Documents against Startup Company                                       | <b>Not applicable</b>                       |                                      | Yes/No                                                |                                                |
|                | 1.2                   | <b>Financial Experience Criteria- Document</b><br><b>Not applicable</b> |                                             |                                      |                                                       |                                                |



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

**F-9**  
**FORMAT FOR CERTIFICATE FROM BANK**  
**IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE**  
(To be provided on Bank's letter head)

Date:

To,  
M/s. Brahmputra 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 Tender No. .... dated ..... for ..... (Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document 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. \_\_\_\_\_

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

**F-10****FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER****(Not applicable)**

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 PRECEDING THREE FINANCIAL YEARS:**

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

**B. NET WORTH\* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:**

| Description  | Year _____        |
|--------------|-------------------|
|              | Amount (Currency) |
| 1. Net Worth |                   |

**C. WORKING CAPITAL\* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:**

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

**\*Refer Instructions on page 2 of 2**

**Notes:**

- (i) It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC)
- (ii) We confirm that above figures are after referring instructions at page 2 of 2 of Format F-10.
- (iii) Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:  
Chartered Accountant/CPA  
Date:

[Signature of Authorized Signatory]  
Name:  
Designation:  
Seal:  
Membership No.:  
UDIN:

**Instructions for Format F-10:**

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. 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.
4. 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 plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
6. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

F-11

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

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
Sub :  
Tender No :

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

**NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.**

SIGNATURE OF AUTHORISED REPRESENTATIVE OF BIDDER: \_\_\_\_\_  
NAME OF BIDDER : \_\_\_\_\_

**E-Banking Mandate Form****(APPLICABLE ONLY IN CASE BIDDER'S BANK ACCOUNT IS NOT MAPPED IN BCPL)**

(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)

**FREQUENTLY ASKED QUESTIONS (FAQs)**

| <b>SL.NO.</b> | <b>QUESTION</b>                                                       | <b>ANSWER</b>                                                                                                                                                                      |
|---------------|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0           | Can any vendor quote for subject Tender?                              | Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.                                                     |
| 2.0           | Should the Bid Evaluation Criteria documents be attested?             | Yes. Please refer Section II of Tender document                                                                                                                                    |
| 3.0           | Is attending Pre Bid Meeting mandatory.                               | No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder. |
| 4.0           | Can a vendor submit more than 1 offer?                                | No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.                                                                                                        |
| 5.0           | Is there any Help document available for GeM.                         | Refer training module presentations and FAQs as available on GeM Portal.                                                                                                           |
| 6.0           | Are there are any MSE (Micro & Small Enterprises) benefits available? | Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.                                                                                                            |
| 7.0           | Are there are any benefits available to Startups?                     | Refer Clause No. 48 of Instructions to Bidders of Tender Document.                                                                                                                 |

All the terms and conditions of Tender remain unaltered.

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE  
AS PER GST LAWS)**

**(to be submitted on letter head along with documents for release of payment)**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LTD.

.....

SUB: .....

PO NO: .....

**Dear Sir,**

We \_\_\_\_\_ (Name of the Supplier) hereby confirm that E-Invoice provision as per the GST Law is

(i) Applicable to us [       ]

(ii) Not Applicable to us [       ]

**(Supplier is to tick appropriate option (✓ or X) above).**

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by GAIL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to GAIL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then GAIL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

**भाग – IV**  
**SECTION – IV**

**संविदा की सामान्य शर्ते) जीसीसी(**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

Dear Sir,

In reference to the Tender number GEM BID NO : **GEM/2021/B/1695846**, I / we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I / We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

GCC: [[https://www.bcplonline.co.in/UploadFiles/GCC\\_Services.pdf](https://www.bcplonline.co.in/UploadFiles/GCC_Services.pdf)]

Thanking you,

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

Name:

Designation:

Company Seal:

**भाग- V**  
**SECTION – V**

संविदा की विशेष शर्ते (एससीसी)

**SPECIAL CONDITION OF CONTRACT  
(SCC) & SCOPE OF WORK (SOW)**

# **SECTION-V**

## **SPECIAL CONDITIONS OF CONTRACT (SCC) & SCOPE OF WORK (SOW)**

**SUBJECT: Hiring of for Overhauling/Maintenance of various types of MV/LV Circuit Breaker (SF6, VCB,ACB) installed at BCPL Plant, Lepetkata & BCPL/CISF Township premises for a period of one (01) year .**

### **1.0 INTRODUCTION:**

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

### **2.0 GENERAL**

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

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

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

### **3.0 DEFINITIONS**

3.1 The expression “Vendor / Contractor / Bidder” shall mean the concerned party who have been appointed by BCPL/OWNER for the execution of the subject work.

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

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

#### **4.0 SITE LOCATION**

4.1 BCPL, Petrochemical Complex, Lepetkata-786006, Assam

4.2 Raw Water Intake Facility (RWIF), SS-16, BCPL Site

4.3 Railway Side Terminals (RST), SS-17, BCPL Site

4.4 BCPL & CISF Township

#### **5.0 GENERAL CONDITIONS:**

5.1 Vendor shall satisfy himself as regard to all the conditions of contract, Schedule of Rates contained herein and the General Conditions of Contract of BCPL.

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

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

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

#### **6.0 VENDOR’S SCOPE OF WORK:**

6.1 The vendor shall have to visit all BCPL installations at Lepetkata Complex, Raw Water Intake Facility (RWIF), Railway Siding Terminals (RST) and BCPL/CISF Township etc. which are under the operational control of BCPL.

6.2 The services shall be Non-Comprehensive in nature i.e. Spare parts and consumables shall be supplied by M/s BCPL. The vendor shall carry out overhauling/maintenance job of various types of MV/LV (SF6, VCB & ACB) circuit breaker installed at installed at BCPL plant along with BCPL/CISF Township. In addition to this, the vendor shall carry out necessary repairs and replacement of defective parts/ equipments and shall get it verified from the Engineer- In- Charge.

6.3 To & fro charges, boarding charges of the service engineer along with testing instruments (For both Preventive & breakdown maintenance) are in the scope of vendor.

6.4 During plant shutdown vendor have to deploy 2-3 team at site with sufficient testing kit & tools so that

work can be carried on in 2-3 places simultaneously without any delay.

6.5 Service Engineer /Technician shall visit site as and when required to attend breakdown reported on the equipment's cover under this contract up to maximum of 1 time in 12 months(One Year). The response time to site as soon as possible & within 72 hours from the time of call registered subject to call registration between 9.00 AM to 5.00 PM on any working days. However if the call is registered beyond the defined working hours or on holidays/Govt. Holidays/National holidays, than call shall be considered as registered on next working day at 10.00 AM .Complete record of all work carried out during such unplanned/breakdown maintenance visit shall be prepared and the Analysis/Report shall be submitted to the Engineer In-Charge after completion of work/ rectification of the breakdown/defect in the equipment along-with clear recommendations of actions/precautions to be taken and spares etc. required to be procured by BCPL.

6.6 The following works are to be carried out by the service engineer for general servicing & readjustment of various types of MV/LV Circuit Breaker installed at BCPL Project Site. Following types of MV/LV circuit breaker of different make are installed at our site:-

- i)33 KV PIX-36 VCB, Make: SEIL
- ii) 33 KV HPA 36 SF6 Breaker , Make: ABB
- iii) 33 KV VD4 VCB , Make: ABB
- iv) 33 KV VM-36 VCB, Make: BHEL
- v) 6.6 KV HWX VCB, Make: SEIL
- vi) 6.6 KV VK-10M40/PH-800 Type VCB , Make: Jyoti
- vii) 6.6 KV VM-12 Type VCB , Make: BHEL
- viii)415 Volt C -power ACB, Make: L & T
- ix)415 Volt U power ACB, Make: L & T
- x)415 Volt 3WT8 ACB , Make: Siemens
- xi)415 Volt Spectronic ACB, Make: GE
- xii)415 Volt Emax ACB, Make: ABB
- xiii) 415 Volt ACB, Make: C & S

6.6 During overhauling/maintenance of various types of MV/LV circuit breaker, the vendor shall carry out the following minimum checks but not limited to:-

- i) Checking of auxiliary supply and control voltage.
- ii) Physical Checking/visual inspection of Breakers.
- iii) Lubrication of all moving part of mechanism if necessary.
- iv) Checking of closing/tripping mechanism.

- v) Cleaning the breaker compartment thoroughly.
- vi) Checking of spring charging mechanism and limit switch operation.
- vii) Resistance measurement of Closing /Tripping coil along with spring charging motor.
- viii) Checking of electrical/mechanical charging, closing, tripping & interlocks..
- ix) Physical verification of any wear & tear in the breaker & rectify it, if possible.
- x) Physical checking of epoxy Housing.
- xi) Checking of Control Circuit & tighten the connection if any.
- xii) Complete overhauling of breaker by dismantling, maintenance of pole assembly. Replacement of gaskets if required.

In addition to the aforesaid checking following test need to be carried on during overhauling/maintenance of various types of MV/LV circuit breaker:-

- i) Measurement of contact resistance by CRM kit for both MV/LV breaker.
- ii) Breaker operation tests both manually and electrically (5 operations each).
- iii) Measurement of insulation resistance (IR) with 5 KV Insulation Tester for MV breaker & with 500 V Insulation Tester for LV breaker.
- iv) Checking earth continuity.
- v) HV test in open and close conditions with suitable High voltage kit(Hi-Pot Kit)/Bidder Test for Vacuum Bottle Integrity Test .
- vi) Close-Open Time measurement (Breaker Timing Test) for all three poles of MV/LV breaker.

## **7.0 BCPL's SCOPE:**

7.1 BCPL will make available to vendor representative, appropriate staffs who are familiar with the equipment, working space and facilities like blower, general tools like spanner, multimeters etc. and suitable safe storage for maintenance equipment. BCPL engineers will co-ordinate with Service Personnel at site during the execution of the work.

7.2 BCPL will maintain the required spare inventory as per vendor recommendations.

7.3 BCPL will provide all the consumables and necessary spares of various types of breaker which is required for carrying out servicing/overhauling of the breaker.

7.4 BCPL will provide boarding & lodging facilities to the concerned service person of the vendor. However in case of non-availability of the same, BCPL may reimburse the charges (Limited up to Rs. 3000 /day excluding GST) upon submission of original bills.

## **8.0 TIME SCHEDULE:**

8.1 Vendor engineer shall have to carry out a maximum of four (04) visits to BCPL to carry out the overhauling/maintenance job of various types of MV/LV circuit breaker installed at installed at BCPL plant along with BCPL/CISF Township.

8.2 Confirmation regarding exact date of SERVICE VISIT shall be intimated to the vendor at least one week in advance. Such communication shall be given by the ENGINEER-IN-CHARGE via email/Official Communication.

8.3 The vendor shall have to depute support personnel to attend breakdown call even on holidays and in odd hours. No charges will be paid if there is no breakdown call.

## **9.0 PAYMENT TERMS:**

9.1 After completion of each Scheduled Maintenance Visit/ Breakdown Visit at BCPL Site, vendor shall raise the invoice against such visit. The bill/invoice shall be submitted to the Engineer-In-Charge (EIC) along with relevant supporting documents giving complete details of the work carried out and the claims as per SOR including copies of MOM's as applicable. Payment will be made after certification and statutory deductions (if any) as per terms of the contract. Payment will be made within 15 days after receipt of complete invoice with full supporting documents.

## **10.0 FACILITIES TO BE PROVIDED BY BCPL:**

10.1 BCPL will make available to vendor representative, appropriate staffs who are familiar with the equipment, working space and facilities like blower, general tools like spanner, multimeters etc. and suitable safe storage for maintenance equipment. BCPL engineers will co-ordinate with Service Personnel at site during the execution of the work.

10.2 BCPL will maintain the required spare inventory as per vendor recommendations.

10.3 BCPL will provide all the consumables and necessary spares of various types of breaker which is required for carrying out servicing/overhauling of the breaker.

10.4 BCPL will provide boarding & lodging facilities to the concerned service persons of the vendor. However in case of non-availability of the same, BCPL may reimburse the charges (Limited up to Rs. 3000 /day excluding GST) upon submission of original bills.

## **11.0 CONTRACT PERIOD:**

The SERVICE CONTRACT shall remain valid for minimum of twelve (12) months from the date of issue/ placement of the work order.

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

12.1 Vendor shall take all necessary precautionary measures during job execution so that functionality of the system is not disturbed and no unsafe acts are carried out advertently or in-advertently.

12.2 Vendor shall ensure that all Personnel use PPE's and all safety precautions are followed while execution of the work at site. Vendor shall keep indemnified BCPL, against any acts of omission/commission of its Personnel deputed at site.

12.3 Vendor Representative deputed at site shall obtain Gate Pass for entry to BCPL Premises, for the duration of work at BCPL Site after provided necessary documents to BCPL as per BCPL's requirements. The gate pass shall be handed over/returned after completion of visit at BCPL Site.

12.4 Vendor shall ensure that their Engineer shall carry out all work as per standards of maintenance/ Standard Practices and safety norms so as to ensure that no damage is caused to any existing/installed equipment/parts/components at BCPL Site.

12.5 Vendor shall be responsible for any loss that occurs to BCPL on account of execution of work due to negligence/lack of knowledge etc. of the Service Engineer deployed at Site. Damages if any, to the structures /equipment's during execution of work will be made good by the Vendor without any claim and therefore utmost care should be exercised while execution of the work at site.

भाग- VI  
SECTION-VI

स्वास्थ्य सुरक्षा पर्यावरण [एचएसई] विनिर्देश /

HEALTH, SAFETY  
ENVIRONMENT [HSE] SPECIFICATIONS

## **SECTION - VI**

### **HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS**

#### **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).

#### **2. 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 equipment should be tested and certified for its capacity before use.



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of BCPL.
- 2.12. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.
- 2.13. Contractor should display caution boards, provide posters, banners at site office and work locations for safe working to promote safety consciousness, etc.
- 2.14. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and should submit the reports for review by BCPL

### 3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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

**भाग – VII**  
**SECTION – VII**  
**BILL OF QUANTITIES**

*[Do not quote here.]*



# ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

**HIRING OF ANNUAL MAINTENANCE CONTRACT (AMC) SERVICE FOR OVERHAULING / MAINTENANCE OF VARIOUS TYPES OF MV/LV CIRCUIT BREAKER (SF6, VCB, ACB) INSTALLED AT BCPL PLANT, LEPETKATA & BCPL/CISF TOWNSHIP PREMISES FOR A PERIOD OF ONE (01) YEAR.**

| Sl. No. | Service Description                                                                                                                                                                                              | U.Q.C. | Qty | Unit Rate (Rs.) | Amount (Rs.) |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----|-----------------|--------------|
| 1       | OVERHAULING OF 33 KV SF6 BKR<br><b>Long Text:</b><br>Preventive maintenance/Overhauling of 33 KV SF6 Circuit Breaker                                                                                             | EA     | 31  |                 |              |
| 2       | OVERHAULING OF 33 KV VCB<br><b>Long Text:</b><br>Preventive maintenance/Overhauling of 33 KV Vacuum Circuit Breaker (VCB)                                                                                        | EA     | 11  |                 |              |
| 3       | OVERHAULING OF 6.6 KV VCB<br><b>Long Text:</b><br>Preventive maintenance/Overhauling of 6.6 KV Vacuum Circuit Breaker (VCB)                                                                                      | EA     | 161 |                 |              |
| 4       | OVERHAULING OF 0.415 KV ACB<br><b>Long Text:</b><br>Preventive maintenance/Overhauling of 0.415 KV Air Circuit Breaker (ACB)                                                                                     | EA     | 332 |                 |              |
| 5       | REIM OF BOARDING & LODGING<br><b>Long Text:</b><br>Reimbursement of Boarding and Lodging expenses(excluding GST)of Two Service Engineer in one room at Dibrugarh. (If room at BCPL Guest House is not available) | DAY    | 30  |                 |              |

**NOTE-1: NOTE-1:** i) Bidder has to quote for all 05(five) SOR items. Since GeM portal will provide single field for quoting the rate, in which bidder have to quote for total SOR for individual item. The unit rate shall be derived as [Amount quoted by bidder in GEM portal /SOR quantity mentioned in Bill of Quantity (BOQ)].  
ii) Rates must be quoted including GST.(May clearly indicate during the time of bid submission)