



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

Brahmaputra Cracker and Polymer Limited

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

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

निला: नडब्रूगढ़, असम / DISTT.: DIBURGARH, ASSAM

नपि कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

ई-निनिदा संख्या / e-TENDER NO:

BCPL/C&P/LA20W155MC/1589

Dated 21.01.2021

ई-निनिदा दस्तावेज / e-TENDER DOCUMENT

FOR

“CONTRACT FOR CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA, AND BCPL TOWNSHIP AT SIVASAGAR”

LIMITED DOMESTIC TENDER THROUGH e- MODE

Tender Submission Date & Time	:	03.02.2021 at 14:30 Hrs
Tender Opening Date & Time	:	04.02.2021 at 15:00 Hrs
EMD Amount	:	Not applicable

IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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

FAQ

[QUESTIONS AND ANSWERS]

SL NO.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://etenders.gov.in/eprocure/app for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copies of Bids are acceptable?	No, Bids shall be submitted only through e-tender mode in the E-TENDER PORTAL in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Not applicable
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Not applicable
5	Is there any EMD	Not applicable
6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Not applicable
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not ?	Not applicable
8	Whether Late bid can be considered?	No
9	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
10	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
11	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's	BEC is included in tenders floated on Open Tender/Limited Tender basis.

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

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SECTION – I

INVITATION FOR BID [IFB]

To,

Dt. 21.01.2021

PROSPECTIVE BIDDERS

SUB: “CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR”

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

Dear Sir/Madam,

- 1.0 Brahmaputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from eligible bidders for the subject procurement, in complete accordance with the following details and enclosed Tender Documents.
- 2.0 The brief details of the tender are as under:

I	COMPLETION DELIVERY SCHEDULE/PERIOD	:	Period of contract for this work will be 11 months from the date of issuance of LOA/LOI, whichever is earlier.
II	Tender Fee	:	NOT APPLICABLE
III	EARNEST MONEY DEPOSIT (EMD)	:	NOT APPLICABLE
IV	BID DUE DATE & TIME	:	03.02.2021 at 14:30 Hrs
V	OPENING OF UNPRICED BID	:	04.02.2021 at 15:00 Hrs
VI	VALIDITY OF OFFER UPTO	:	90 days from the date of opening of unpriced bid.
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive e-Bidding (Under Two Bid System Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in; http://www.bcplonline.co.in; Govt. Website: https://etenders.gov.in/eprocure/app(NIC-CPP Portal)
IX	DATE AND TIME OF PRE-BID CONFERENCE VENUE	:	Not applicable Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin

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

1. As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected. – **NOT APPLICABLE**
2. Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
3. Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <https://etenders.gov.in/eprocure/app>)] and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.

Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive. Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.

BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Mausoom Choudhury]
SM [C&P]

SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

1.1. BEC- Technical: (as a single bidder)

1.1.1 Bidder must have executed & completed at least one (01) single order/contract of any civil work/civil maintenance having minimum order value of Rs 11,60,000/- (Rupees Eleven Lakhs Sixty Thousand Only) awarded to them by any Govt. / Semi Govt. / PSU or MNC/ Public Ltd. Company/ Pvt. Ltd. Company in the previous seven (07) years to be reckoned from the due date of unpriced bid opening.

1.1.2 The present tender is for rate / maintenance contract. In this case, if the bidder is executing a rate / maintenance contract which is still running and the contract **VALUE** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **VALUE** mentioned in the BEC above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant of the owner.

1.1.3 Relaxed Norms for Startups (prior experience criteria):

Prior experience for 'Startup' company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality and technical specifications (scope of work) as specified in the tender document.

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

The relaxation of prior experience and prior turnover to startup (whether Micro & Small Enterprise (MSEs) or otherwise) has been given to a specific goods/job domain wherein they are registered for. Since certificate of DIPP do not specify goods / job domain, startups are required to submit the documents for the same including the application submitted to DIPP.

Further, above documents should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and Notary Public with legible stamp.

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

1.2 BEC- Financial: (NOT APPLICABLE)

No financial criteria is applicable in this tender.

1.3 Documents/Documentary Evidence required to be submitted by bidder along with the other bid documents for qualifying the BEC:

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion)
	1.1	Technical Experience Criteria – Document	
1.	1.1.1	Experience against execution of order	a) Bidder must submit/upload the Copy of Order / LOA / Contract / Agreement /Inspection note /payment of bill /execution certificate along with the details of SOR items & scope of work for the similar nature of work as mentioned at BEC sl.no. 1.1.1 above in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent against the Order / LOA / Contract / Agreement/ Inspection note /payment of bill /execution certificate submitted as mentioned at point “a” above, must be submitted. The <u>Completion Certificate or equivalent</u> must contain the detailed information like Order / LOA / Contract / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion Certificate or equivalent</u> should have been issued by the end-user/owner/ authorized consultant.
2.	1.1.2	Experience against execution of Rate / Maintenance Contract	a) Bidder must submit the Copy of Order / LOA / Contract / Agreement/Inspection note /payment of bill /execution certificate along with its detail SOR items & scope of work which is still running for similar nature of work as mentioned at sl.no.1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Execution Certificate or equivalent against Order / LOA / Contract / Agreement /Inspection note /payment of bill /execution certificate for the running contract as mentioned at point “a” above must be submitted clearly mentioning the executed value till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value of BEC. The execution certificate or equivalent must contain the detailed information like Order / LOA / Contract / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Certificate or equivalent</u> should have been issued by the end-user/owner/authorized consultant.

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion)
5	1.1.3	Documents against Startup Company	a) Bidder to upload / submit the valid 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp. b) Bidder to upload/submit documents for the specific goods/jobs domains wherein they are registered for including the application submitted to DIPP duly certified by the Chartered Accountant and notary public with legible stamp.
	1.2	Financial Experience Criteria- <u>Not Applicable</u>	

Note to above Bidder's Eligibility 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 the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor /Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- (ii) However, Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.
- (iii) The cut-off date for meeting the criteria of BEC of the tender shall be the due date for submission of bids.

2.0 Methodology for Evaluation of Bids:

- 2.1 BCPL will evaluate the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to "ITB: Clause-29".
- 2.2 For the purpose of evaluation of bid and arriving at the L1 bidder, the total value of SOR on overall basis shall be evaluated based on total price including applicable GST (CGST & SGST/ UTGST or IGST).In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST), if applicable as per Govt. guidelines, during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered during evaluation as per evaluation methodology of tender document. In case any cess on GST is applicable same shall also be considered in evaluation.

- 2.3 *If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity.*
- 2.4 *In case of a tie at the lowest bid (L1) position between two or more non-Startups bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.*
- 2.5 *In case there is a tie at the lowest bid (L1) position between only Startup bidders the LOA / Order shall be placed on the Startup who is registered earlier in DIPP.*
- 2.6 *In case, there is a tie at the lowest bid (L1) position between Startups bidders and non-Startups bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year duly certified by Chartered accountant.*
- 2.7 **EMD:** Not applicable
- 2.8 **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.*
- 2.9 **PPP Policy 2012:**
Considering the nature of job, splitting of quantities will not be possible, hence the clause for award of 25 % of ordered value to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (any bidder other than MSE or start up bidder) + 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 more than one MSE bidder(s) quoting within the price band of L1+15% and tender item is non-divisible, then in such case, the MSE bidder(s) shall be asked to match the price of L1 bidder sequentially in the order of L2, L3, L4 & so on

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1. SCOPE OF BID

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

2. ELIGIBLE BIDDERS

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

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

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

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

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

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

- 2.4. It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of

submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

- 2.5. Bidder shall not be affiliated with a firm or entity:
 - (i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.6. Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.7. Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.8. **SUB-VENDOR/CONTRACTOR:** Experience of bidder acquired as a subcontractor is acceptable against submission of certificate from end user by such bidder along with other specified documents.
3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"**- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)]
4. **ONE BID PER BIDDER**
 - 4.1. A Firm/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. (i) and (ii) shall not be applicable wherein bidders are quoting for different Items/Sections/Parts/Groups/SOR items of the same tender which specifies evaluation on Items/Sections/Parts/Groups/SOR items basis.
5. **COST OF BIDDING & TENDER FEE**
 - 5.1. **COST OF BIDDING**

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

- 5.2.1. Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.
- 5.3. SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.
- 5.4. In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Owner.

6. **SITE VISIT**

- 6.1. The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2. The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3. The Bidder shall not be entitled to hold any claim against BCPL for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

7. **CONTENTS OF BIDDING DOCUMENTS**

- 7.1. The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
- Section-I : Invitation for Bid [IFB]
 - Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
 - Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format
 - Section-IV : General Conditions of Contract [GCC]
 - Section-V : Special Conditions of Contract [SCC]
 - Section-VI : Scope of Work [SOW]
 - Section-VII : Health, Safety and Environment [HSE] Specifications
 - Section-VIII : Schedule of Rates
 - Schedule of Rates

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

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

8. **CLARIFICATION OF BIDDING DOCUMENTS**

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

9. **AMENDMENT OF BIDDING DOCUMENTS**

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

[C] – PREPARATION OF BIDS

10. **LANGUAGE OF BID:**

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

11. **DOCUMENTS COMPRISING THE BID**

- 11.1. **Bids are invited under e-tendering Two Bid system.** Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and

the ready reckoner for bidders available in <https://bcplonline.co.in>. **Bids submitted manually shall be rejected, the bids must be submitted on BCPL's E-tendering website as follows:-**

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

11.1.1. FOLDER-I: “TECHNO-COMMERCIAL / UN-PRICED BID” shall contain the following:

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

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

11.1.2. FOLDER-II: Price Bid

- i) The Prices are to be filled strictly in the Schedule of Rate (SOR: Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.

- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the unpriced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will+ be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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

12. **SCHEDULE OF RATES / BID PRICES**

- 12.1. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST&SGST/UTGST or IGST)**.
- 12.2. Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3. Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4. All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST&SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST&SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.

- 12.5. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6. The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7. Further, Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

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

- 13.1. Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST&SGST/UTGST or IGST)** is applicable.
- 13.2. Quoted prices should be inclusive of all taxes and duties, except **GST (CGST&SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST&SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- Payments to Service Provider for claiming **GST (CGST & SGST/ UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST&SGST/UTGST or IGST)** collected from Owner.
- 13.3. In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/ UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.4. In case of statutory variation in **GST (CGST&SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

(CGST&SGST/UTGST or IGST) on supply and on incidental services, shall be to BCPL's account.

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

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

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

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

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

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

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

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

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

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

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

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

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

If input tax credit with respect to **GST (CGST&SGST/UTGST or IGST)** is not available to BCPL for any reason which is not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse **GST (CGST&SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST&SGST/UTGST or IGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by BCPL to Supplier of Goods / Services.

13.10. Anti-profiteering clause

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

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

- 13.12. GST, as quoted by the bidder, 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 quoted GST rate. 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.

14. **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

15. **BID VALIDITY**

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

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

16. **EARNEST MONEY/BID SECURITY:** Not applicable

17. **(PRE-BID MEETING):** Not applicable

18. **FORMAT AND SIGNING OF BID**

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

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

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

19. **ZERO DEVIATION AND REJECTION CRITERIA**

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

documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

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

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

20. **E-PAYMENT**

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

ID] – SUBMISSION OF BIDS

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

- 21.1. Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 21.2. All the bids shall be addressed to the owner at address specified in IFB.
- 21.3. Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22. **DEADLINE FOR SUBMISSION OF BIDS**

- 22.1. The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 22.2. BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 9 of ITB refers). In which case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be

subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on GAIL's/BCPL's website/ communicated to the bidders.

23. **LATE BIDS**

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

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

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

24. **MODIFICATION AND WITHDRAWAL OF BIDS**

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

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

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

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

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

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

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

[E] – BID OPENING AND EVALUATION

26. BID OPENING

26.1. *Unpriced Bid Opening:*

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

26.2. *Priced Bid Opening:*

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

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

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

27. CONFIDENTIALITY

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

28. CONTACTING THE EMPLOYER

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

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

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

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

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

29.2. A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- (a) "Deviation" is departure from the requirement specified in the tender documents.
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3. A material deviation, reservation or omission is one that,

- (a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

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

30. **CORRECTION OF ERRORS**

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.

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

[F] – AWARD OF CONTRACT

35. **AWARD**
Subject to "ITB: Clause-29", BCPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.
36. **NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/LETTER OF INTENT**
- 36.1. Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.
- 36.2. Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "Notification of Award"/"Fax of Intent [FOI]" / "Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".
- Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"

37. **SIGNING OF AGREEMENT**

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

38. **CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

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

BG/LC/DD issued by Yes Bank will not be accepted by BCPL.

- 38.2. **The contract performance security shall be as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of **Rs 100 crores** and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period of three months beyond the delivery schedule as specified in Bid Data Sheet (BDS).
- 38.3. Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 38.4. The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

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

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

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

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

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

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

40.1. Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 21.05.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.

- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be 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 MSEs owned by SC/ST entrepreneurs shall mean:-

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

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

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

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

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

40.4. If against an order placed by BCPL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or

National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

- 40.5. The benefits of policy are not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.

41. **AHR ITEMS**

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

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

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

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

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

42. **VENDOR PERFORMANCE EVALUATION PROCEDURE**

Shall be as stipulated Annexure II to ITB herewith.

43. **INCOME TAX & CORPORATE TAX**

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

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

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

43.4. **MENTIONING OF PAN NO. IN INVOICE/BILL**

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

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

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

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

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

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

- 45.1. Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2. Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3. In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4. Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5. If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.
- 45.6. Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for

Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

- 45.7. The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8. The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46. **BILLING SYSTEM**

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

In case of LOA/Contract	In case of PO

47. **TRANSPARENCY**

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

48. **SALE OF BID DOCUMENTS**

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

49. **SUBLETTING & ASSIGNMENT**

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

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

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

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

51. CHECK MEASUREMENT

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

- 51.1. Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)
- a. Site-In-Charge/Site Engineer will check 100% measurements of executed work.
 - b. EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work.
 - c. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
- 51.2. Where PMC is EIC (e.g Project Construction):
- a. PMC will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - c. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
- 51.3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
- a. Third Party Inspector will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
 - c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
 - d. An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.

- 51.4. OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.
- 51.5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
- 51.6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.
- 51.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."
52. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
53. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.
54. BCPL has developed Samadhan Committee for timely addressing the issues of Vendor/ Supplier/ Contractor/Consultant.
- Accordingly the methodology to resolution of issue(s) of Vendor/Supplier/Contractor/Consultant shall be as under:
- (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) After closure of contract(s), any issue to be raised within one (1) month from the closure date of contract(s)

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

A. Definitions:

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C. Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.

- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

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

D.3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

- E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.
- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

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

3.1. FOR PROJECTS

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

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

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

- 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.
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 such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/Consultant

- (i) Poor Performance due to reasons other than Quality :
Putting on Holiday for a period of One Year
 - (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30):
Putting on Holiday for a period of Two Years
 - 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 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. 32 (C) of GCC-Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC-Consultancy)
 - (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 retender 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”:

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

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

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

- A) Where performance rating is “POOR” (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:

- i. 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.

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.

- ii. Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/Consultant:
 - (i) Poor Performance due to reasons other than Quality :
Putting on Holiday for a period of One Year
 - (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30):
Putting on Holiday for a period of Two Years
 - iii. 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 for a period of Three Years
 1. 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. 32 (C) of GCC-Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC-Consultancy)
 - (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 retender 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.
 2. Where Performance rating is “FAIR”

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

4.0 EXCLUSIONS:

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

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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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

- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

- 6.3. Effect on other ongoing tendering:

- 6.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
- 6.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.
- 6.3.3 After opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

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

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

9.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

10.0 ERRANT BIDDER

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

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

- 11.0** In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Supplier shall be put under Holiday list of GAIL 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 GAIL.
-

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorized Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE**20 Marks**

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

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.1 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE**20 Marks**

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

ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

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

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

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

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

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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

3.1 PC/Laptop with Windows OS, Internet Explorer:

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

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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

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

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

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:

(I) What is a Digital Signature?

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

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

(II) Why Digital Signature is required?

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

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

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A). Information about CA's can be obtained through CCA India website (<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

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

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

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

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

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

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

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

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

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

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

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

Note:

- i) Bidder may save/store the bid documents in the PC/Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/rate(s) strictly in the Schedule of Rate (SOR)/Price Schedule attached with the tender.

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

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

8.2 Priced Bid:

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

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

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

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

10. Submission of documents:

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

11. Last date for submission of bids:

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on NIC’s e-tender webpage shall be final and binding on the bidders for all

purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

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

12. Internet connectivity:

If bidders are unable to access BCPL's e-tender under NIC CPP Portal system or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/Broad band internet connectivity without Proxy settings is another option.

13. Help to Contractors:

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

14. FAQ:

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

15. e-Brochure:

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

16. DSC for Foreign Bidders:

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

17. System Malfunction Procedure:

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

18. IT Resources:

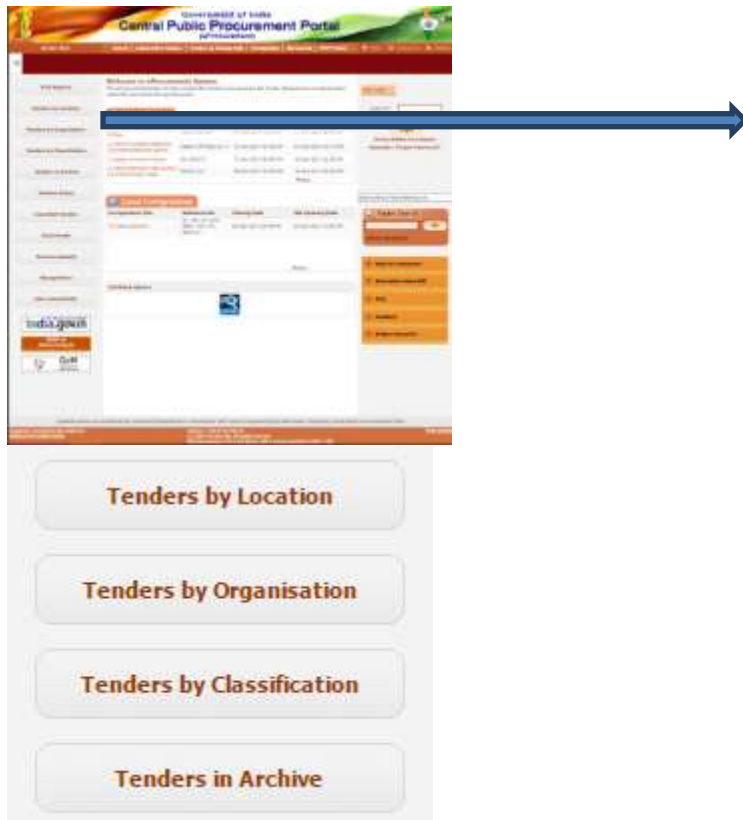
For various IT resources please visit → <https://etenders.gov.in/eprocure/app> → click Downloads --- Resources required. (Download Java for system compatibility).

19. Form for DSC Deactivation for bidders:

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

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

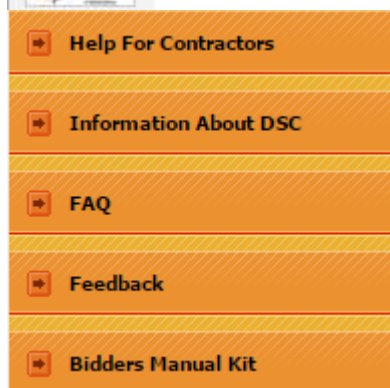
For tender search please visit - <https://etenders.gov.in/eprocure/app> → click on Tenders by Location / Tenders by Organization / Tenders by classifications / Tenders by Archive.



21. Check list / Quick View Summary:

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

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



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

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

In FAQ user will get various FAQ related to:

- a) **GENERAL Q&A about e-procurement.**
- b) **On line enrolment Q&A**
- c) **Password related Q&A**
- d) **DSC related Q&A**
- e) **Tender related Q&A**
- f) **Security related Q&A**
- g) **Foreign bidder related Q&A**
- h) **User account related Q&A**

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

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

1 Notice to Bidders	notice_to_bidders.pdf
2 Registration of Bidders	bidder_registration.pdf
3 Uploading of My Documents	my_documents.pdf

4	Online e-Bid Submission	two cover bid submission.pdf
		three cover bid submission.pdf
		four cover bid submission.pdf
		single cover bid submission.pdf
5	Online Bid Withdrawal	bid withdrawal.pdf
6	Online Bid Re-submission	bid resubmission.pdf
7	Clarifications (Tender Status, My Archive...)	enquiry.pdf
8	Trouble Shooting	troubleshoot document.pdf
9	BoQ Preparation Guidelines	BoQ_Help_Bidder_ItemRate.pdf
		BoQ_Help_Bidder_ItemWise_Tax.pdf
		BoQ_Help_Bidder_Percentage.pdf

HELP DESK (BCPL)

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

Mobile: 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile: 8826246593

Email: cphp-nic@nic.in

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ANNEXURE-IV

BIDDING DATA SHEET (BDS)
ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/LA20W155MC/1589				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE (UNINCORPORATED) <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Brahmaputra Cracker & Polymer Ltd. payable at _____				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Mr. Mausoom Choudhury, SM (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.				



C. PREPARATION OF BIDS

ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u> _____ _____
12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____ _____
14	The currency of the Bid shall be INR
15	The bid validity period shall be three (3) months from final 'Bid Due Date'.
16	'Earnest Money / Bid Security' Not applicable.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22	The E-Tender No. is: BCPL/C&P/LA20W155MC/1589



LIST OF FORMS & FORMAT

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



BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR”

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

1	Bidder Name (With Contact Person Name & Details)	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number [Mobile & Landline]	(Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{ If yes, please furnish details }
13	Bid Currency	



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

14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
22	GSTIN	Please submit GST Registration Certificate
23	Vendor Classification Mark (✓) on the applicable one.	Registered ☐ Un-registered ☐ Compound Scheme ☐ PSU , GOVT ☐ SEZ ☐
24	Start up	Yes / No
25	If prior experience of startup in for similar nature of jobs (as per this tender SOR)	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR"

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR”

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

Dear Sir,

We are enclosing the following documents as part of the bid: **(wherever applicable)**

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

Ref.:-----

Bank Guarantee No.:-----

Date-----

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)
(NAME) :
(OFFICIAL ADDRESS):

(SIGNATURE)
(NAME)
Designation with Bank Stamp
Attorney as per _____
Power of Attorney No.
Date: _____



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

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

.....



LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR"

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note: This "**Letter of Authority**" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the '**Power of Attorney**' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BCPL.



"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR"

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

Dear Sir,

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

Place:
Date:

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



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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE,
GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT
SIVASAGAR”**

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

Dear Sir,

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

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR”

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

1. We _____ hereby
undertake to give the irrevocable & unconditional guarantee to you that if default shall be made
by M/s. _____ in performing any of the terms and
conditions of the tender or in payment of any money payable to M/s Brahmaputra Cracker and
Polymer Limited we shall on first demand pay without demur, contest, protest and/ or without
any recourse to the contractor to you in such manner as you may direct the said amount of
Rupees _____ only or such portion thereof not exceeding the said
sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee,
postpone for any time or from time to time the exercise of any of the powers and rights conferred
on you under the contract with the said _____ and to
enforce or to forbear from endorsing any powers or rights or by reason of time being given to the
said _____ and such postponement forbearance would not have the
effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____
(Rupees _____) from us in manner aforesaid will not
be affected or suspended by reason of the fact that any dispute or disputes have been raised by
the said M/s. _____ and/or that any dispute or disputes are pending



before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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



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

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

.....



F-10

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR"

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	
a	Applicable GST is	CGST+SGST/IGST (Please tick as applicable)
b	CGST+SGST	%age
c	IGST	
d	Cess (if any)	%age
e	Service Accounting Codes (SAC) has been submitted and mentioned in un-priced SOR	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	



8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. GST shall be applicable on the amount against PRS.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
20	Confirm acceptance of Anti profiteering clause no. 171 of GST Act. As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.	
21	a) Whether bidder falls under MSE Act. If yes, Whether bidder is a MSE belonging to SC/ST category/ Women category.	



ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR"

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

Dear Sir,

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

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

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

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

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



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR”

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR"

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

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

NB:

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

Sl. No.	List of Order Details	Description	Details [to be mentioned by the bidder]
A	1 st Order/ LOI/Contract		
A1		Name of Order issuing Agency/Client/Owner/Company	:
A2		Order No. & Date	:
A3		Brief Details/Name (Nature) of Supply	:
A4		Contract/Order Value (in Rs.)	:
A5		Period of Contract/ Order	:
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply	



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

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



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

C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc		
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D	4 th Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]
D1		Name of Order issuing Agency/Client/Owner/Company		
D2		Order No. & Date		
D3		Brief Details/Name (Nature) of Supply		
D4		Contract/Order Value		
D5		Period of Contract/ Order		



E-Banking Mandate Form
(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



SPECIAL CONDITIONS OF CONTRACT [SCC]

SUB: “CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR”

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

1.0 SPECIFICATIONS:

- 1.1 The specifications for the entire work shall be in accordance with latest APWD specifications, BIS codes and manufacturer's specification.
- 1.2 Whenever these codes are silent, the same shall be governed by sound engineering practice and the decision of the Engineer-In-Charge in matter of interpretation shall be final and binding on the contractor.
- 1.3 GCC/APWD Specifications are kept in Civil Department and tenderer are advised to inspect and read carefully before submitting their quotation. It shall be presumed as fully read and understood by the tenderer irrespective of the fact whether they have done so or not and no claim on this account shall be entertained at a later date. It is deemed under stood that the tenderer has thoroughly read the GCC before filling in the rates.
- 1.4 In case of ambiguity in Schedule of Rates (SOR), general conditions, specifications, drawings the following order of precedence will prevail:

2.0 ORDER OF PRECEDENCE

In case of ambiguity in Schedule of Rates (SOR), general conditions, specifications, drawings the following order of precedence will prevail:

- (a) Telex/Telegram/Fax of intent, detailed letter of intent along with statement of agreed variations and its enclosures and any corrigendum/addendum.
- (b) Schedule of Rates (SOR)
- (c) Special /Additional conditions of contract.
- (d) Specifications/Special notes regarding specifications / drawings in conjunction with each other.
- (e) General conditions of contract.

3.0 SUBLET OF WORK

The contractor shall not sublet the contract, except with the written consent of the BCPL. See the relevant clause in GCC for details.

4.0 LOCATION AND SITE CONDITIONS

The sites for the subject work are situated at locations detailed below:



A. C2+ Recovery Plant, Lakwa:

1. All Plant Building, Non-Plant Buildings, Units, etc in C2+ Recovery Plant, GRT & related external pipeline installations situated near Lakwa, District Sivasagar. The site of the Plant is app. 40 KM from Town of Sivasagar.
2. Guest house cum bachelor accommodation & CISF Barracks are about 0.5 to 0.75 Km from Plant.
3. CISF Township near Lakwa, District Sivasagar are approx. 2-3 KM from Plant.

B. BCPL Township, Sivasagar:

1. BCPL Township Sivasagar and its associated facilities are in Laxminagar locality approx. 3 km from Sivasagar Town.

- 5.1 The contractor deemed to have inspected the site thoroughly and acquainted himself with the site conditions, availability of storage for materials, work areas available for construction, disposal / stacking of surplus earth from excavation of all kinds of soil/ rocks and acquainted himself with the general nature of the site, sub soil water table and its other features likely to affect his tender and the construction of the works. No claim/ extension of time whatsoever shall be entertained on account of prevailing site conditions.

6.0 TIME SCHEDULE

Total period of contract for this work will be for 11 months, reckoned from the date as mentioned in letter of award. Time is the essence of the contract and as such every effort should be made to complete the work within prescribed time period for the execution of the work as contemplated under this contract. **The contract may be extended for further period beyond 11 months (maximum 6 months) if required / desired by BCPL. In this regard, the decision of Engineer-In-Charge shall be final and binding on the contractor.**

BCPL reserves the right to terminate the contract without assigning any reason during the currency of the contract period by giving 30 days notice to the contractor.

7.0 SCOPE OF WORK

The scope of work shall include all items as per Bill of quantities/SOR. The brief scope of work shall be generally as given hereunder, but not limited to the following:

“Contract for Miscellaneous Civil works at C2+ Recovery Plant, GRT, AISF Barracks, Guest House cum Bachelor accommodation & Township at Lakwa & related pipeline and its installations near Lakwa and BCPL Township Sivasagar and its associated facilities”.

Any other work, though not specifically detailed out in this document, but needed for effective Civil maintenance of the above said locations shall also be deemed to be included in the scope of the Bidder/contractor.



The Scope of work shall include but not be limited to the following:

- 7.1 The scope of work involves civil and structural works in BCPL plant premises and offsite, GRT, AISF Barracks, Guest House cum Bachelor accommodation & Township at Lakwa & related pipeline and its installations near Lakwa and BCPL Township Sivasagar and its associated facilities. However the services of this contract at any other location shall also be required, at the sole discretion of BCPL as specified in drawings/technical specification and schedule of rates enclosed in commercial section of the bidding document. Further, it includes any other work not specifically mentioned but required to complete the work as per technical specifications, drawings and instructions of Engineer-In- Charge, which could be reasonably implied from the contents of the bidding document. Scope of work shall be read in conjunction with item description of schedule of rates and contractor's scope shall include all activities though specifically not covered in description of item under "Schedule of Rates". Rates shall include all cost for the performance of the item considering all parts of the bidding document. In case any activity though specifically not covered in the description of item under "Schedule of Rates" but is required to complete the work which could be reasonably implied / inferred from the content of bidding document, the cost of carrying out such activity of work shall be deemed to be included in the item rate. Quoted rate shall be inclusive of all required labour, materials, tools and tackles, consumables etc. and item rate offers shall be quoted taking into consideration that job shall be done as per specifications/drawings and with best workmanship

8.0 SUPERVISION OF WORK.

- 8.1 The contractor himself is solely responsible for supervising his own manpower and he should be able to manage all site related activities while executing job at site, guide his personnel to carry out the work with proper safety and as per the instructions of the Engineer-In-Charge. Contractor shall also be able to make arrangements for additional/extra manpower assistance services as instructed by EIC as and when required.
- 8.2 All the personnel engaged by the contractor shall report to EIC or authorized representative of BCPL daily for allocation of job.

The supervision cost is included in the SOR items/bid value and no extra payment shall be admissible on this account.

9.0 DEFECT LIABILITY PERIOD

The tenderer shall guarantee all the work executed by him for a period of 06 months from the date of completion of work(s)/Part(s). If during this period any defect occur, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement may result in the forfeiture of security deposit. However, in case of critical items, if the guarantee period is beyond defect liability period, then guarantee shall applicable for that period also.

10.0 MEASUREMENTS AND PAYMENT

The payment shall be made for the actual work done as per the running account bills & final account bill raised by the contractor on the standard pro-forma prescribed by BCPL and duly certified by Engineer-In- Charge.



The bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to ENGINEER-IN-CHARGE.

11.0 VARIATION IN QUANTITIES OF ITEMS DURING EXECUTION

During execution of item/work variation in individual quantities may be up to any limit (plus and minus) as per the site requirement. The contractor shall be bound to execute them at the rates quoted by him. BCPL also reserves the right to split the item/work in full or in part during its execution (depending upon exigencies of work) without assigning any reason thereof. The decision of Engineer-In-Charge shall be final and binding on the contractor in this regard.

12.0 COMPLETION CERTIFICATE

- 12.1 Within one month of the completion of work(s)/Part(s) in all respect, the contractor shall be furnished with a certificate by the Engineer-In-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all surplus materials and rubbish is cleared off the site completely nor until the work shall have been measured by the Engineer-In-Charge whose measurement shall be binding and conclusive. The works will not be considered as complete and taken over by the owner, until all the temporary works, labour and store and colonies etc. constructed are removed and the work site cleared to the satisfaction of the Engineer-In-Charge.
- 12.2 If the contractor fails to comply with the requirements of this clause on or before the date fixed for the completion of the works, the Engineer-In-Charge may at the expenses of the contractor remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off.
- 12.3 Such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any such actually realized by the sale thereof.

13.0 TERMS OF PAYMENT:

(A) PAYMENT OF RUNNING BILLS:

100% payment shall be released on completion of item / work as certified in the R.A bills.

(B) PAYMENT OF FINAL BILL:

- (i) Contractor must submit his final bill within sixty days of completion of the work and payment of the final bill shall be made to the contractor within 120 days of the submission of the bill and after completion of all obligations under the contract.
- (ii) **No Demand / Claim Certificate:** The contractor shall submit No Demand Certificate / No Claim Certificate for the net payment as finalized in the final bill before release of payment. The final bill shall be paid only on submission of NDC, otherwise final bill will be paid only after one year of submission of the same, as per BCPL's records and no claim of contractor shall be entertained thereafter.
- (C) The bills shall be submitted in a printed form in triplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills. Payment of running bills shall be made to the contractor within 30 days of the submission of the bill to Engineer-In Charge.



14.0 ESCALATION

- 14.1 No escalation of whatsoever nature shall be paid to the contractor for the entire Contract Period and during the extended period (if any).

15.0 CONSTRUCTION WATER AND POWER:

Water & power supply shall be provided by the owner free of cost at the nearest available point. The contractor has to arrange flexible cables to draw power from the nearest power point. The cost towards power cables / pipes shall be borne by the contractor.

16.0 INSURANCE & DAMAGE TO PROPERTY:

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

17.0 MANDATORY COMPLIANCE OF CONTRACTOR TOWARDS ENGAGEMENT OF CONTRACT WORKERS AT BCPL.

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

SN	Wage Component	Rates
a	Minimum wage	Minimum wages as notified by Central Government or State Government from time to time (whichever is higher).
b	PF Contribution including EDLI & Administrative Charges	13 % of wage
c	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act 1923 & Employee's Compensation Act, 2010.	4.75% of minimum wage in case of ESI is applicable for the cost of Insurance coverage obtained under Employee's Compensation Act 1923 upto Rs.10.86 lacs per contract worker.
d	Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015	8.33% of wage (The same may be paid to the contract workers during festival time by the contractor and submit proof of payment of bonus).
e	Leave wages	03 National Holidays per year, 08 Festival Holidays per year and Annual leave with wages as per factory Act, 1948 i.e. 01 day Paid Leave for every 20 days work performed.
f	Cost of safety kit & liveries in terms of Safety	Provision to be kept by Contractor while quoting the rates for distribution of safety kits and liveries and submit proof



	Provisions under Factories Act 1948(for workers working in factories only).	of purchase and distribution.
h	Non-Statutory Allowance@ 16%	As per MOS dated 29.03.2019
i	Maternity benefit to women contractor under Maternity Benefit Act 1961 where ESI Act 1948 is not applicable.	As per Maternity Benefit Act 1961 and amendment 2016.
j	Death Gratuity	Gratuity will be payable only in cases of death or permanent disablement during the currency of contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefits to family member/s.

- 17.2 The contractor shall be solely responsible for compliance with all Labour law provisions, including the payment of minimum wages as notified by Central Government or state government whichever is higher.
- 17.3 Minimum Wages shall be paid as notified under Minimum Wages Act-1948 and its amendment thereof. Escalation of Minimum Wages in every 6 months i.e. 1st April and 1st October to be provisioned. The contractor shall also be liable to pay the differential of proportionate increase due to revision in the minimum wages (i.e. increase in DA component) as notified by the Govt. Authorities from time to time during the period of contract. Accordingly, contractor should quote taking into consideration future increase in above minimum wages as well. No reimbursement/refund whatsoever shall be given to the contractor on account of upward or downward revision in the minimum wages (DA component) payable against different category of manpower assistance services deployed under the subject contract.
- 17.4 The rates should be quoted in the schedule of rates as enclosed; keeping in mind the minimum wages as notified by Central Government or State Government from time to time (whichever is higher) and other statutory compliances viz. PF contribution, workmen compensation, bonus, gratuity, payment of wages on weekly off day, shift allowance, leave wages and other benefits to be given to workmen as per Act / laws.
- 17.5 Paid Weekly Off shall be granted to every workman on continuous working for six days over and above Govt. notification for minimum wages (monthly payment for 26 days).
- 17.6 While quoting the rates, the contractor has to consider deployment of manpower in shift on round the clock basis including night shift and payment of shift allowances as per applicable rates.
- 17.7 The contractor has to provide shift reliever/ leave reliever as per provision of labour act.



- 17.8 The contractor has to consider 04 nos. of paid National Holidays per year, 07 nos. paid Festival Holidays per year and Annual Leave with wages as per factory Act, 1948 i.e. 01 day Paid Leave for every 20 days work performed.
- 17.9 The Contractor shall ensure compulsory Health Check-up of the individual deployed manpower twice in a year (First at the time of joining and second after completion of 6th month from the date of first Health Check-up). Record to be submitted to EIC after its completion.
- 17.10 The contractor has to ensure deposit of PF contribution @ 12 % of Employee's contribution and 13 % of employer's contribution.
- 17.11 Bidders are advised in their own interest to visit office/site and ascertain the conditions and quantum of work before quoting.
- 17.12 Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax to be charged.
- 17.13 The services not provided during the month against each category shall be recovered proportionately on pro-rata basis for particular category from the monthly bills of the contractor.
- 17.14 Contractor has to get the wage register certified and signed by the EIC or its authorized representative while disbursing the wages to the deployed personnel's.
- 17.15 Contractor has to provide shift reliever/ leave reliever as per the provision of Labour act.
- 17.16 The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in totality, in accordance with the Terms & Conditions of the Bid Documents.
- 17.17 In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take this liability into account while quoting. BCPL will have no responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor.
- 17.18 Annual Leave wages shall be allowed to workman as per the provisions of the Factories Act-1948 and rules made thereunder.
- 17.19 Contractor shall pay bonus to their respective contract workers as per the Payment of Bonus Act-1965 and Payment of Bonus (Amendment) Act. 2015.
- 17.20 Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The Contractor shall have his own PF Code No with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that Contractor should obtain a sub-code under EPFO, Tinsukia and deposit the contribution of its workers in EPFO Tinsukia. The contractor must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, PF Challan, Confirmation slip and Acknowledgment along with monthly RA bill/s.
- 17.21 Workmen Compensation shall be regulated as per the provisions of Employee Compensation Act-2010 (earlier known as Workmen Compensation Act. 1923) and as amended from time



to time. The contractor shall obtain suitable Employee's Compensation Insurance policy covering the risks of accident at the workplace and injury sustained out of or in course of employment for all contract workman engaged by the contractor as per the provision Employees' Compensation Act, 2010 and rules framed there under.

17.22 Every women worker shall get Maternity Benefit as per the provision of the Maternity Act. 1961 and as amended from time to time.

18.0 CONTRACTOR'S SUBORDINATE STAFF/LABOUR DEPLOYED & THEIR CONDUCT

18.1 The workmen to be deployed for upkeep and maintenance of horticulture works shall be preferably deployed from the project affected persons. However, the contractor shall ensure that no labour is guilty of misconduct or is incompetent or negligent in the performance of duties. Further, contractor shall ensure that there is no criminal proceedings against any workmen deployed by him and remove such workmen who are having adverse remarks in police verification from the work.

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

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

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

19.0 SPECIAL NOTE FOR BIDDERS

19.1 The contractor should take all necessary care while working that no trap, pipeline, item get choked / damaged. In case the traps, pipelines get choked or anything gets damaged during working then the retainer shall have to replace/ rectify the same at his risk and cost. Further any damage / loss in the contractor / retainer's workshop/office/ store/custody or during lifting or transportation shall be promptly repaired/replaced as the case may be by the retainer on his cost & risk.



- 19.2 The contractor shall abide all the rules, regulations, laws & safety aspects applicable including minimum wage act in respect of the staff engaged by him and the contractor shall be wholly responsible for his employees, their safety, the applicability of PF, gratuity, medical, insurance etc. and any other statutory provisions that may be enforced from time to time. BCPL will not be responsible in any way for payment on these accounts. Any labour or staff related points, problems, and disputes if any will be the sole responsibility of contractor and he has to indemnify BCPL & its persons from above claim or fine etc., imposed by any Private or government body / person. All the labour and employee laws should be complied by the contractor at his own cost & risk.
- 19.3 The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and shall give suitable direction to his workmen deployed for undertaking contractual obligations.
- 19.4 **The contractor will provide cotton dress/ dangri to all their staff and workers in addition to PPEs, as per safety norms** at his own cost and no extra charges shall be payable by BCPL.
- 19.6 In case of any accident, injury, death caused to the any **employee** of contractor while executing the work under the contract, the contractor shall solely be responsible to pay the adequate compensation, insurance money etc. to the next kith & kin of that injury or dead taken. The contractor undertakes and Indemnify owner from such liabilities.
- 19.7 The contractor also **undertakes** to obtain insurance cover policies covering all risks which may **arise** out of the execution of work under the contract. The contractor will pay the insurance premium to the insurance company from time to time against the insurance cover policy taken for his employees including third party.

SIGNATURE AND SEAL OF THE CONTRACTOR



TECHNICAL SPECIFICATIONS

SPECIFICATIONS:

1. GENERAL: Unless otherwise specified, Technical Specifications of Works shall generally conform to the relevant APWD Specifications of latest edition including amendments thereafter. In absence of any detailed specifications, work shall be carried out as per relevant Indian Standard Specifications or Code of Practice. Wherever the codes and specifications are silent then the same shall be governed by sound engineering practices and the decision of the Engineer-in-Charge / Consultant in matters of interpretation etc., shall be final and binding on the Contractor. The Contractor shall carefully acquaint himself with these specifications to determine his contractual obligations for the work. The conditions of these specifications will be binding on the Contractor and no deviation shall be permissible unless specifically approved by the Consultant / Engineer - in - Charge in writing. The work under this tender shall be executed strictly in accordance with the constructional and material requirements defined under these specifications. However brief specifications are given hereunder for general guidance purpose of the tenderers. It shall clearly be noted that the bidders are required to give their lump-sum rates taking into consideration all aspects as per site requirements and drawings/specifications enclosed along with this tender document. Quoted offers shall be inclusive of all materials and labour cost. Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and any other works necessary to complete the job though especially not covered in the scope of work.

2. DRAWINGS/DIMENSIONS:

Figured dimensions on drawings shall supersede measurements by scale and drawings to a large scale take precedence over those to a smaller scale. Special dimensions in the specifications shall be checked on site. The dimensions where stated do not allow for wastage, laps joints etc., the levels. Measurement and other information concerning the existing site on the drawings are believed to be correct, but the contractor shall verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever shall be entertained hereinafter on account of any errors or omissions in the levels or the description of the ground turning out to be different from what was expected or shown on the drawings.

3. CORRELATION OF DRAWINGS:

Before commencement of work, the contractor shall correlate all relevant structural, construction and services drawings and satisfy himself that the information available is complete and unambiguous. The contractor shall be responsible for any error / difficulty in execution / damage incurred owing to any discrepancy in the drawings which has been overlooked by him and has not been brought to the notice of the Engineer -in - charge /Consultant before execution.

4. B.I.S CODES OF PRACTICE:

Wherever any reference is made in the specifications to any Bureau of Indian Standard (BIS) code of practice, it shall be understood to indicate the latest version of the code of practice in usage at the time of construction.

5. MATERIALS:

- a. The materials to be used in permanent works shall be new and of satisfactory quality. All materials shall be in accordance with Specifications and approved by the Engineer-in-Charge or his representative.



- b. Except otherwise specified or permitted by the Engineer-in-Charge or his representative all materials shall conform to the relevant Indian Standard Specifications (latest edition).
- c. Material shall be packed, transported handled and stored on the site carefully and in a satisfactory manner so as to prevent any damage and/or deterioration of any kind either during transit or storage.
- e. Notwithstanding any tests that the Engineer-in-Charge or his representative may direct to be carried out at the contractor's sub -contractor's and/or manufacturer's premises, the Engineer's representative shall be at liberty to carry out any further test after delivery of the materials at the site, at the cost of the contractor and may reject any or all materials which fail to comply with the required specifications.
- f. Where items are specified by trade names or manufacturer's reference, the contractor may provide alternative items, equal in quality and design, in case of non-availability of specified manufacturer.
- g. Should the Engineer-in-Charge or his representative at any time condemn any material or goods intended for use in the works as:
 - i. Being inferior to samples previously submitted
 - ii. Having deteriorated in transit or on storage or on the site.OR
Not complying with the specifications. The contractor shall promptly remove all such materials from the vicinity of the works to the satisfaction of the Engineer-in-Charge. Should the Engineer-in-Charge discover on the works any materials other than those approved, he may order their immediate removal from the site. Any work executed with inferior materials is to be taken out and reinstated with approved material at the contractor's risk & cost.



SCHEDULE OF RATES [SOR] UN-PRICED BID

SUB: “CIVIL MISCELLANEOUS WORKS AT C2+ RECOVERY PLANT, GUEST HOUSE, GRT, BARRACKS AND TOWNSHIP AT LAKWA AND BCPL TOWNSHIP AT SIVASAGAR”

E-TENDER NO.: BCPL/C&P/LA20W155MC/1589

NAME OF THE BIDDER _____

SN	DESCRIPTION OF THE ITEM	UNIT	QTY	UNIT RATE (IN RS.)		AMOUNT (IN RS.)	
				IN FIGURE	IN WORDS	IN FIGURE	IN WORDS
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Providing backhoe loader (JCB) for excavation works including manpower/operator, fuel and consumables etc. complete at site.	DAY	6				
2	Providing pneumatic chisel/hammer with air compressor for cutting hard concrete.	DAY	4				
3	Estimated cost of APWD(2013-2014) schedule of rates for building, roads and sanitation is Rs.18,75,000.00.Any item covered under the APWD(2013-2014) shall be carried out by the contractor as per rates of APWD(2013-2014), as per requirement and as directed by EIC (Engineer Incharge)	LMP	1875000				
4	Facility Management Charges including service charge, profit etc. on item No. 3 above.	%	1875000				
	EVALUATION SHALL BE CARRIED OUT CONSIDERING THE RATES QUOTED INCLUDING ALL TAXES AND DUTIES.						

Name of authorized person submitting the tender on behalf of the Bidder:

Designation of authorized person:



SCHEDULE OF RATES
[SOR]
(TO BE SUBMITTED IN e-MODE IN NIC CPP PORTAL)
<https://etenders.gov.in/eprocure/app>

- BIDDER MAY REFER INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – under section III of ITB**

e-Tender Helpdesk

BCPL
:- Phone : 0373-2914582
Mobile : 8811017320
Email :
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:- Mobile : 8826246593
Email : cppp-nic@nic.in