



# Brahmaputra Cracker and Polymer Limited

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

**TENDER NO: BCPL/C&P/CO17W190AD/90000592**

## TENDER DOCUMENT FOR

**“HIRING OF SERVICE FOR CONDUCTING ENERGY  
AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA,  
LAKWA & DULIAJAN)”**

**Dated 24.02.2018**

|                               |   |                                |
|-------------------------------|---|--------------------------------|
| Tender Submission Date & Time | : | <b>13.03.2018 at 14:30 Hrs</b> |
| Tender Opening Date & Time    | : | <b>13.03.2018 at 15:00 Hrs</b> |
| Tender Fee                    | : | NIL                            |
| EMD Amount                    | : | NIL                            |



## 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.



**TENDER NO: BCPL/C&P/CO17W190AD/90000592 FOR “HIRING OF SERVICE FOR CONDUCTING ENERGY AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA & DULIAJAN)”**

**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: <a href="http://www.gailtenders.in">http://www.gailtenders.in</a> ; <a href="http://www.bcplonline.co.in">http://www.bcplonline.co.in</a> and Government portal <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> for complete details of tender document including qualifying requirements, important dates, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2       | Whether Hard copy of Bids are acceptable?                                                                                                          | Yes, Bids shall be submitted only through manual mode in the manner specified elsewhere in tender document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3       | Whether EMD are prerequisite for qualification of bidder in any tender?                                                                            | Yes, as applicable as per tender condition specified in ITB of tender document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4       | Is there any guideline / instructions how to prepare EMD and Security Deposit?                                                                     | Yes, Please refer ITB Section of Tender Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 5       | Is there any exemption in submission of EMD and Security Deposit?                                                                                  | (i) Yes, there is exemption in submission of EMD.<br>As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC <b>The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp.</b> MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy”.<br>(ii) <b>There is no exemption in submission of SD (Security Deposit).</b> |
| 6       | Whether PSU (Public Sector Undertaking) are exempted from submission of EMD                                                                        | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7       | Whether Late bid can be considered?                                                                                                                | No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 8       | Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc (if any) pertaining to that tender?           | <b>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.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 9       | Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender? | Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



|    |                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                             |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10 | In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender? | BEC is included in tenders floated on Open Tender/Limited Tender basis.                                                                                                                                                                                                                     |
| 11 | Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?                                         | Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.   |
| 12 | Whether BEC can be relaxed for any bidder after opening of Bids?                                                                                                                | No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.                                                                                                                                            |
| 13 | Whether BEC can be modified after opening of Bids?                                                                                                                              | Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.                                                                                                                                                                                                      |
| 14 | In which case mobilization advance is given and incorporated in payment term of tender document?                                                                                | <b>Mobilization advance invariably not allowed in any tender.</b><br><b>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%.</b> |

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# SECTION - I

## INVITATION FOR BIDS [IFB]



**SECTION - I**  
**INVITATION FOR BID [IFB]**

To,

Date: **24.02.2018**

**PROSPECTIVE BIDDERS**

**SUB: TENDER FOR “HIRING OF SERVICE FOR CONDUCTING ENERGY AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA & DULIAJAN)”**

**Tender No.: BCPL/C&P/CO17W190AD/90000592**

**Dear Sir/Madam,**

- 1.0 Brahma Putra Cracker and Polymer Limited, Lepetkata [A Government of India Enterprise] invites bids from eligible bidders for the subject service 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 Schedule                          | : | <b>03 Months (Detail as per SCC clause no. 4)</b>                                                                                                                                                      |
| ii)   | Tender Fee                                   | : | <b>NIL</b>                                                                                                                                                                                             |
| iii)  | Earnest Money Deposit (EMD)                  | : | <b>NIL</b>                                                                                                                                                                                             |
| iv)   | Performance Guarantee                        | : | <b>Applicable</b>                                                                                                                                                                                      |
| v)    | Bid due date & time                          | : | <b>13.03.2018 up-to 1430 Hrs</b>                                                                                                                                                                       |
| vi)   | Opening Of Un-priced Bid                     | : | <b>13.03.2018 at 1500 Hrs.</b>                                                                                                                                                                         |
| vii)  | Validity Of Offer Up-to                      | : | <b>12.06.2018</b>                                                                                                                                                                                      |
| viii) | Venue For Opening Of Un-priced Bids          | : | Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914637. |
| ix)   | Mode of tendering                            | : | Domestic Competitive <b>MANUAL BIDDING</b> Under Two Bid System Basis                                                                                                                                  |
| x)    | Date ,time & Venue of Pre- Bid Meeting venue | : | <b>05.03.2018 at 15.00 hrs.</b><br>Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Dist.: Dibrugarh, Assam, Pin Code: 786006.                         |
| xi)   | Contact Person                               | : | Sh. Arunjyoti Dutta; Sr. Manager (C&P)<br>Email: <a href="mailto:ajdutta@bcplindia.co.in">ajdutta@bcplindia.co.in</a>                                                                                  |

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.



- 4.0 As the instant tender is through **Manual Bids**, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the tender condition must submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be integral part of tender.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled on **05.03.2018 at 15.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636. /09435736432, to discuss Scope of Work, Terms and Conditions of tender document. For participation, contact Sr. Manager (C&P) Phone No; Email ID: [ajdutta@bcplindia.co.in](mailto:ajdutta@bcplindia.co.in)

This is not an Order.

For & on behalf of  
Brahmaputra Cracker and Polymer limited

[Arun Jyoti Dutta]  
Sr. Manager [C&P]  
Ph: 09435736432  
E-mail: [ajdutta@bcplindia.co.in](mailto:ajdutta@bcplindia.co.in)



## SECTION-II

### BID EVALUATION CRITERIA [BEC] AND PRICE BID EVALUATION METHODOLOGY



## SECTION-II

# 1. BID EVALUATION CRITERIA [BEC]

### 1.0 BID EVALUATION CRITERIA (BEC):

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

1.1.1 Bidder must have executed at least one (01) single contract of “**Carrying out Industrial Energy Audit**” in any Petrochemical / Fertilizer/ Power Plant / Chemical Plant / Steel Plant / Natural Gas Processing Plant of any Govt. / Semi Govt./ PSU/ MNC/ Public Ltd. Company/Pvt Ltd Company , having value not less than **Rs.2.72 Lacs** in previous seven (07) years to be reckoned from the due date of un-priced bid opening.

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

- a) Bidder(s) shall be required to submit / upload the documents in respect of above experience criteria as per details at BEC clause no. 1.3 below.
- b) Executed (as mentioned at clause no. 1.1.1 above) means: Fully executed and completed.
- c) Original work / service order / contract / agreement and its completion / execution certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.

#### 1.1.2 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 and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company / firm) and notary public with legible stamp.

If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover



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

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

**1.2 BEC- Financial: (as a single bidder): Not Applicable**

**1.3 Documents / Documentary Evidence required to be submitted by the bidder along with other bid documents for qualifying the BEC mentioned at Sl. No. 1.1.1:**

| Sr. No. | BEC Clause no. | Description                              | Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion)<br>[All documents must be duly authenticated/ attested]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------|----------------|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | 1.1            | Technical Experience Criteria – Document | [All documents to be uploaded (submitted) must be <u>Self-Certified/Self-attested by Power of Attorney holder / Authorized Signatory with seal of the Bidder</u> ]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 1.      | 1.1.1          | Experience against execution of order    | a) Bidder must submit the Copy of Work Order / LOA for the work which has been executed towards “ <b>Industrial Energy Audit</b> ” along with the details of SOR items & scope of work.<br>b) Completion Certificate against the Work Order / LOA submitted as mentioned at point “a)” above. The <u>Completion Certificate</u> must contain the detailed information like LOA / Order No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion etc. The <u>Completion Certificate</u> should have been issued by the end-user/owner / authorized consultant. |

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

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



duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary / Fellow subsidiary / Holding company. Such bidders to upload (submit) these documents in addition to the documents specified in the bidding documents to meet BEC.

- ii) Bids of Joint Venture / Consortium and sub-contractors are not acceptable.

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

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

- 2.1 BCPL will evaluate and compare the Price bids of the techno-commercially qualified bidders whose bids are previously determined to be substantially responsive pursuant to "ITB: Clause-29".

- 2.2 The Evaluation of all Techno-commercially qualified bids shall be done on overall L1 basis against the Total quoted price excluding GST.

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

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

- 2.4 In case of **a tie** at the lowest bid (L1) position between two or more Startup / non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year, 2016-17.

In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

- 2.5 Startups are exempted from submission of **EMD**.

- 2.6 **CPBG: The following CPBG clause shall be noted:**



*The contract performance security shall be **7.5% of total Contract Value** (without GST) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract completion period. For the purpose of Contract Performance Security, Contract / Order value shall be exclusive of taxes and duties as per ITB of tender document.*

**2.7 PPP Policy 2012:**

*Considering the nature of job, splitting of quantities will not be possible in this case and hence the clause for award of 20 % of ordered quantity to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full / complete services of tendered value subject to matching of L1 price as per ITB of tender document.*

NOTE TO "BID EVALUATION CRITERIA [BEC]"

**[FOR STRICT COMPLIANCE]**

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

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## **SECTION-III**

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



**SECTION-III**  
**INSTRUCTION TO BIDDERS**  
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### SECTION-III

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

#### **[A] – GENERAL**

##### **1. SCOPE OF BID**

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

##### **2. ELIGIBLE BIDDERS**

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

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

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

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

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



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

- 2.4. It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.
- 2.5. Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or
  - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.
- 2.6. Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.7. Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.8. **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **NOT ACCEPTABLE.**
- 2.9. No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.
3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"**- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)]- **NOT APPLICABLE FOR THIS TENDER**
4. **ONE BID PER BIDDER**
- 4.1. A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2. Alternative Bids shall not be considered.
5. **COST OF BIDDING & TENDER FEE**
- 5.1. **COST OF BIDDING**
- The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc.



incurred thereof. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5.2. **TENDER FEE- [NOT APPLICABLE IN THIS TENDER]**

- 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

\*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 [eprocure.gov.in](http://eprocure.gov.in) ] / 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 <https://eprocure.gov.in>] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3. The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.
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## **[C] – PREPARATION OF BIDS**

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

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



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

**11.1 Bids are invited under the Manual Two Bid system.** The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

**11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD) if 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 /Appropriate Authorization 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 Annexure.
- (q) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (r) Additional document specified in Bidding Data Sheet (BDS).

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



#### 11.1.2 ENVELOPE-II: Price Bid

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

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

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes 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 be 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 its 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 [Refer Section II of Tender].

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

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

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

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

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

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

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

13.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in



Contracts/ LOA to enable BCPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

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

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

*(A confirmation to above needs to be submitted in the Agreed Terms and Conditions).*

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

#### 14. **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

#### 15. **BID VALIDITY**

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

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



**16. EARNEST MONEY/BID SECURITY: [NOT APPLICABLE IN THIS TENDER]**

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



- i. to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
  - ii. to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38",
  - iii. to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8. In case Bid Security is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'.
- 16.9. **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.
- 17. PRE-BID MEETING (IF APPLICABLE)**
- 17.1. The Bidder(s) or his designated representatives are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2. Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering[wherever applicable].
- 17.3. Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

**18. FORMAT AND SIGNING OF BID**

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

**18.4. ZERO DEVIATION AND REJECTION CRITERIA**



- 18.5. **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.
- 18.6. **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.

## 19. **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.

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## **[D] – SUBMISSION OF BIDS**

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



- 20.1. In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 20.2. All the bids shall be addressed to the owner at address specified in IFB.
- 20.3. Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

## **21. DEADLINE FOR SUBMISSION OF BIDS**

- 21.1. The bids must be submitted through **MANUAL MODE** not later than the date and time specified in the tender documents/BDS.
- 21.2. 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.

## **22. LATE BIDS**

- 22.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 22.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the un-opened bid.
- 22.3 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.

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

- 23.1. Modification and withdrawal of bids shall be as follows:-
- 23.2. **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.
- 23.3. The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 23.4. 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.

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

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

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**[E] – BID OPENING AND EVALUATION**

**25. BID OPENING**

**25.1. *Un-priced Bid Opening:***

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

**25.2. *Priced Bid Opening:***

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

25.2.2. 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.

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

**26. 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.



## **27. CONTACTING THE EMPLOYER**

- 27.1. 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.
- 27.2. 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.

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

- 28.1. 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"
- 28.2. 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.
- 28.3. 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.
- 28.4. The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.



- 28.5. 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.

**29. CORRECTION OF ERRORS**

- 29.1. 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

- 29.2. 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.

**30. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

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

**31. 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.

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

**33. PURCHASE PREFERENCE**

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

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**[F] – AWARD OF CONTRACT**

**34. 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.



### **35. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/ LETTER OF INTENT**

- 35.1. Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.
- 35.2. Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "Notification of Award"/"Fax of Intent [FOI]" / "Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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

### **36. SIGNING OF AGREEMENT**

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

### **37. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT:**

- 37.1. Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract.
- 37.2. **The contract performance security shall be for an amount equal to 7.5% of order value (excluding applicable GST) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment and same must be valid for 3 months beyond the contract period.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.



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

- 37.3. Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 37.4. The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

- 38.1. Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 38.2. The Fraud Prevention Policy document is available on GAIL's/BCPL's website ([www.gailonline.com](http://www.gailonline.com) /[www.bcplonline.com](http://www.bcplonline.com))
- 38.3. **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

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



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

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 20% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 20%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

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

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

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

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

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



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

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

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

**40. AHR ITEMS**

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

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

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

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

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

**41. VENDOR PERFORMANCE EVALUATION PROCEDURE**

Shall be as stipulated Annexure II to ITB herewith

**42. INCOME TAX & CORPORATE TAX**

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



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

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

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

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

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

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

- 43.1. 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/](http://www.gailonline.com/) [www.bcplonline.com](http://www.bcplonline.com/) for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 43.2. 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.
- 43.3. 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.

- 43.4. 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.
- 43.5. 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.
- 43.6. 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.
- 43.7. 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.
- 43.8. 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.

#### 44. BILLING SYSTEM

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

(a) Top left corner of the envelope

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

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

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

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

(b) Address:

**To,**

|                         |               |
|-------------------------|---------------|
| In case of LOA/Contract | In case of PO |
|-------------------------|---------------|



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

**45. TRANSPARENCY**

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

**46. SALE OF BID DOCUMENTS**

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

**47. SUBLETTING & ASSIGNMENT**

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

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

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

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

**49. CHECK MEASUREMENT**

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



checking the measurements as recorded in the measurement Books/Bills shall be as under:

- 49.1. Where BCPL Executive is Engineer-In-Charge (EIC) (e. g O&M Contracts)
  - a. Site-In-Charge/Site Engineer will check 100% measurements of executed work.
  - b. EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work.
  - c. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
- 49.2. Where PMC is EIC (e.g Project Construction):
  - a. PMC will check 100% measurements of executed work.
  - b. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
  - c. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
- 49.3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
  - a. Third Party Inspector will check 100% measurements of executed work.
  - b. BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
  - c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
  - d. An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.
- 49.4. OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.
- 49.5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
- 49.6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.



- 49.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as “Checked and verified.”
50. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
51. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

.....



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

**A. Definitions:**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **B.2.2 Period of Banning**

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

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

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

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

## **D. Procedure for Suspension of Bidder**

### **D.1 Initiation of Suspension**

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

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

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

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one



month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

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

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

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

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

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

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



- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- F. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.
- .....



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

**1.0 OBJECTIVE**

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

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

**2.0 METHODOLOGY**

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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



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

#### 3.1. FOR PROJECTS

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

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

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

(A) Where Performance rating is “POOR”:

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

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

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for



suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

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



**Vendor/Supplier/Contractor/Consultant or Repeated Offence:  
Three Years**

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

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

**(B) Where Performance rating is “FAIR”**

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

**4.0 EXCLUSIONS:**

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

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

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

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

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

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

**6.0 EFFECT OF HOLIDAY**

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.
- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG



will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

**6.3. Effect on other ongoing tendering:**

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

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

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

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

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

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

**10.0 ERRANT BIDDER**

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

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



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



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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:



## Instructions for allocation of marks

1. Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

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



### 1.3 RELIABILITY PERFORMANCE

20 Marks

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



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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

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

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

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

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

Signature of

Authorised Signatory:

Name:

Designation:



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

1. Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

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



### 1.3 RELIABILITY PERFORMANCE

20 Marks

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



**ANNEXURE-III**

[ADDENDUM TO INSTRUCTIONS TO BIDDERS]  
**(INSTRUCTIONS FOR PARTICIPATION IN E-  
TENDER)**

**[NOT APPLICABLE IN THIS TENDER AS THE  
INSTANT TENDER IS ON MANUAL MODE]**



## **BIDDING DATA SHEET (BDS)**

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

| <b>A. GENERAL</b>             |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                          |                |                                     |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------------------------|----------------|-------------------------------------|
| <b>ITB clause</b>             | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                          |                |                                     |
| <b>1.2</b>                    | The Invitation for Bids/ Tender no is :<br><b>TENDER NO.: BCPL/C&amp;P/CO17W190AD/90000592</b>                                                                                                                                                                                                                                                                                                                                                               |            |                          |                |                                     |
| <b>1.1</b>                    | The Employer/Owner is: <b>M/s Brahmaputra Cracker &amp; Polymer Limited</b>                                                                                                                                                                                                                                                                                                                                                                                  |            |                          |                |                                     |
| <b>2.1</b>                    | Name of the Contract: <b>“HIRING OF SERVICE FOR CONDUCTING ENERGY AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA &amp; DULIAJAN)”</b>                                                                                                                                                                                                                                                                                                                    |            |                          |                |                                     |
| <b>3</b>                      | BIDS FROM CONSORTIUM/ JOINT VENTURE<br><table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr></table>                                                                                                                                                                                                                                                   | APPLICABLE | <input type="checkbox"/> | NOT APPLICABLE | <input checked="" type="checkbox"/> |
| APPLICABLE                    | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |                          |                |                                     |
| NOT APPLICABLE                | <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                          |            |                          |                |                                     |
| <b>B. BIDDING DOCUMENT</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                          |                |                                     |
| <b>ITB clause</b>             | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                          |                |                                     |
| <b>8.1</b>                    | For <b><u>clarification purposes</u></b> only, the communication address is:<br>Attention:<br>SH. A J DUTTA, SR. MANAGER (C&P)<br>Street Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt: Diburgarh, Assam, Pin Code: 786006, <b>Phone no. 0373 2914636</b> .<br>Email id: <a href="mailto:ajdutta@bcplindia.co.in">ajdutta@bcplindia.co.in</a> |            |                          |                |                                     |
| <b>C. PREPARATION OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |            |                          |                |                                     |
| <b>ITB clause</b>             | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                          |                |                                     |
| <b>11.1.1 (u)</b>             | The Bidder shall submit with its Techno-commercial/ Un-priced bid the following additional documents (SCC Refers):<br><br><br>                                                                                                                                                                                                                                                                                                                               |            |                          |                |                                     |
| <b>12</b>                     | Additional Provision for Schedule of Rate/ Bid Price are as under:                                                                                                                                                                                                                                                                                                                                                                                           |            |                          |                |                                     |



|                                              |                                                                                                                                                                                                                                                                                                                                                                                                              |            |           |                |            |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|----------------|------------|
|                                              |                                                                                                                                                                                                                                                                                                                                                                                                              |            |           |                |            |
| 14                                           | The currency of the Bid shall be INR                                                                                                                                                                                                                                                                                                                                                                         |            |           |                |            |
| 15                                           | The bid validity period shall be three months from final 'Bid Due Date'.                                                                                                                                                                                                                                                                                                                                     |            |           |                |            |
| <b>D. SUBMISSION AND OPENING OF BIDS</b>     |                                                                                                                                                                                                                                                                                                                                                                                                              |            |           |                |            |
| <b>ITB clause</b>                            | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                           |            |           |                |            |
| 18                                           | In addition to the original of the Bid, the number of copies required is <b>one</b>                                                                                                                                                                                                                                                                                                                          |            |           |                |            |
| 22                                           | The Tender No. of this bidding process is:<br><b>BCPL/C&amp;P/CO17W190AD/90000592</b>                                                                                                                                                                                                                                                                                                                        |            |           |                |            |
| 22.3                                         | For <b>bid submission purposes</b> , the Owner's address is :<br>Attention:<br>SH. A J DUTTA, SR. MANAGER (C&P) /<br>Street Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt: Diburgarh, Assam, Pin Code: 786006, Email id: <a href="mailto:ajdutta@bcplindia.co.in">ajdutta@bcplindia.co.in</a> |            |           |                |            |
| 26                                           | <b>The bid opening shall take place at:</b><br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt: Diburgarh, Assam, Pin Code: 786006, Phone no. Email id: <a href="mailto:ajdutta@bcplindia.co.in">ajdutta@bcplindia.co.in</a><br><b>Date: 13.03.2018</b><br><b>Time: 15:00 Hrs.</b>                          |            |           |                |            |
| <b>E. EVALUATION, AND COMPARISON OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                              |            |           |                |            |
| <b>ITB clause</b>                            | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                           |            |           |                |            |
| 32                                           | Evaluation Methodology is mentioned in Section-II.                                                                                                                                                                                                                                                                                                                                                           |            |           |                |            |
| 33                                           | Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td><b>NO</b></td></tr><tr><td>NOT APPLICABLE</td><td><b>YES</b></td></tr></table>                                                                                                                                                                                                                                                  | APPLICABLE | <b>NO</b> | NOT APPLICABLE | <b>YES</b> |
| APPLICABLE                                   | <b>NO</b>                                                                                                                                                                                                                                                                                                                                                                                                    |            |           |                |            |
| NOT APPLICABLE                               | <b>YES</b>                                                                                                                                                                                                                                                                                                                                                                                                   |            |           |                |            |
| <b>F. AWARD OF CONTRACT</b>                  |                                                                                                                                                                                                                                                                                                                                                                                                              |            |           |                |            |
| <b>ITB clause</b>                            | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                           |            |           |                |            |
| 37                                           | State of which stamp paper is required for Contract Agreement:<br><b>[ Applicable ]</b><br><b>State: Assam</b>                                                                                                                                                                                                                                                                                               |            |           |                |            |
| 38                                           | Contract Performance Security/ Security Deposit                                                                                                                                                                                                                                                                                                                                                              |            |           |                |            |



|                |                                                                                                                                                                                                                                                                                       |            |                              |                |                              |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------------------|----------------|------------------------------|
|                | <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/> Yes</td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/> No</td></tr></table> <p>If applicable: <i>The contract performance security shall be 7.5% of total Contract Value (without GST)</i></p>    | APPLICABLE | <input type="checkbox"/> Yes | NOT APPLICABLE | <input type="checkbox"/> No  |
| APPLICABLE     | <input type="checkbox"/> Yes                                                                                                                                                                                                                                                          |            |                              |                |                              |
| NOT APPLICABLE | <input type="checkbox"/> No                                                                                                                                                                                                                                                           |            |                              |                |                              |
| 40             | <p>Public Procurement Policy for MSEs :</p> <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/> Yes</td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/> No</td></tr></table> <p>Whether tendered item is non-split able/Splitable : Non splittable</p> | APPLICABLE | <input type="checkbox"/> Yes | NOT APPLICABLE | <input type="checkbox"/> No  |
| APPLICABLE     | <input type="checkbox"/> Yes                                                                                                                                                                                                                                                          |            |                              |                |                              |
| NOT APPLICABLE | <input type="checkbox"/> No                                                                                                                                                                                                                                                           |            |                              |                |                              |
| 41             | <p>Provision of AHR Item :</p> <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/> No</td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/> Yes</td></tr></table>                                                                                        | APPLICABLE | <input type="checkbox"/> No  | NOT APPLICABLE | <input type="checkbox"/> Yes |
| APPLICABLE     | <input type="checkbox"/> No                                                                                                                                                                                                                                                           |            |                              |                |                              |
| NOT APPLICABLE | <input type="checkbox"/> Yes                                                                                                                                                                                                                                                          |            |                              |                |                              |
| Clause no.     | <p>Bonus for Early Completion:</p> <table border="1"><tr><td>APPLICABLE</td><td><input type="checkbox"/> NO</td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/> YES</td></tr></table>                                                                                    | APPLICABLE | <input type="checkbox"/> NO  | NOT APPLICABLE | <input type="checkbox"/> YES |
| APPLICABLE     | <input type="checkbox"/> NO                                                                                                                                                                                                                                                           |            |                              |                |                              |
| NOT APPLICABLE | <input type="checkbox"/> YES                                                                                                                                                                                                                                                          |            |                              |                |                              |

=====



# **FORMS & FORMAT**



## **LIST OF FORMS & FORMAT**

| <b>Form No.</b>                                                  | <b>Description</b>                                                                         |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| F-1                                                              | BIDDER'S GENERAL INFORMATION                                                               |
| F-2                                                              | BID FORM                                                                                   |
| F-3                                                              | LIST OF ENCLOSURES                                                                         |
| F-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                                                              | <b>PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"</b> |
| F-10                                                             | AGREED TERMS & CONDITIONS                                                                  |
| F-11                                                             | ACKNOWLEDGEMENT CUM CONSENT LETTER                                                         |
| F-12                                                             | UNDERTAKING ON LETTERHEAD                                                                  |
| F-13                                                             | BIDDER'S EXPERIENCE                                                                        |
| F-14                                                             | CHECK LIST                                                                                 |
| F-17                                                             | BIDDER'S QUERIES FOR PRE BID MEETING                                                       |
| F-18                                                             | E-BANKING FORMAT                                                                           |
| <b>Form No. F-4,F-15 , F-16 is not applicable in this tender</b> |                                                                                            |



**F-1**

**BIDDER'S GENERAL INFORMATION**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: TENDER FOR HIRING OF SERVICE FOR CONDUCTING ENERGY AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA & DULIAJAN).**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

|   |                                                                                                                                                                                                            |                                                                                                                                        |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Bidder Name<br>(With Contact Person Name & Details)                                                                                                                                                        |                                                                                                                                        |
| 2 | Status of Firm                                                                                                                                                                                             | Proprietorship      Firm/Partnership      firm/<br>Limited/Others<br>If Others Specify: _____<br>[Enclose certificate of Registration] |
| 3 | Name of Proprietor/Partners/Directors<br>of the firm/company                                                                                                                                               |                                                                                                                                        |
| 4 | Number of YEARS. in Operation                                                                                                                                                                              |                                                                                                                                        |
| 5 | Address of Registered Office:<br>*In case of Partnership firm, enclose<br>letter mentioning current address of<br>the firm and the full names and current<br>addresses of all the partners of the<br>firm. | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                               |
| 6 | Operation Address<br>(if different from above)                                                                                                                                                             | City:                                                                                                                                  |

TENDER NO: BCPL/C&P/LE17W170AD/90000560 FOR "HIRING OF SERVICE FOR CONDUCTING ENERGY AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA & DULIAJAN)"



|    |                                                                              |                                                                                                                                                                                                      |
|----|------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                              | District:                                                                                                                                                                                            |
|    |                                                                              | State:                                                                                                                                                                                               |
|    |                                                                              | PIN/ZIP:                                                                                                                                                                                             |
| 8  | Telephone Number<br>[Mobile & Landline]                                      | _____<br>(Country Code) (Area Code) (Telephone No.)                                                                                                                                                  |
| 9  | E-mail address                                                               |                                                                                                                                                                                                      |
| 10 | Website                                                                      |                                                                                                                                                                                                      |
| 11 | Fax Number:                                                                  | _____<br>(Country Code) (Area Code) (Telephone No.)                                                                                                                                                  |
| 12 | ISO Certification, if any                                                    | {If yes, please furnish details}                                                                                                                                                                     |
| 13 | Bid Currency                                                                 |                                                                                                                                                                                                      |
| 14 | Banker's Name                                                                |                                                                                                                                                                                                      |
| 15 | Branch                                                                       |                                                                                                                                                                                                      |
| 17 | Bank account number                                                          |                                                                                                                                                                                                      |
| 18 | PAN No.                                                                      | [Enclose copy of PAN Card]                                                                                                                                                                           |
| 19 | We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act | Yes / No<br>(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).<br>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).                                                           |
| 22 | GSTIN                                                                        | (Please submit copy of GST Registration Certificate)                                                                                                                                                 |
| 23 | Vendor Classification under GST Mark (✓) on the applicable one.              | Registered <input type="checkbox"/><br>Un-Registered <input type="checkbox"/><br>Compound Scheme <input type="checkbox"/><br>PSU, GOVT <input type="checkbox"/><br>SEZ <input type="checkbox"/>      |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**BID FORM**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: TENDER FOR HIRING OF SERVICE FOR CONDUCTING ENERGY AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA & DULIAJAN).**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

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:



**F-3**

**LIST OF ENCLOSURES**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: TENDER FOR HIRING OF SERVICE FOR CONDUCTING ENERGY  
AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA &  
DULIAJAN).**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

**Dear Sir,**

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

1. Power of Attorney of the signatory to the Bidding Document.
2. 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.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



**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: TENDER FOR HIRING OF SERVICE FOR CONDUCTING ENERGY AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA & DULIAJAN).**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

**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: TENDER FOR HIRING OF SERVICE FOR CONDUCTING ENERGY  
AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA &  
DULIAJAN).**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

**Dear Sir,**

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: TENDER FOR HIRING OF SERVICE FOR CONDUCTING ENERGY  
AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA &  
DULIAJAN).**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

**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: TENDER FOR HIRING OF SERVICE FOR CONDUCTING ENERGY  
AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA &  
DULIAJAN)**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

**Dear Sir,**

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir(s),

M/s. \_\_\_\_\_  
having registered office at \_\_\_\_\_ (herein after called the  
“contractor/supplier” which expression shall wherever the context so require include its  
successors and assignees) have been placed/awarded the job/work of  
\_\_\_\_\_ vide  
PO/LOA/FOA/LOI No. \_\_\_\_\_ dated \_\_\_\_\_ for  
M/s Brahmputra Cracker and Polymer Limited (A Government of India Enterprise)  
having Registered Office at 1st Floor, House No.6, Bhuban Road, Uzan Bazaar  
, Guwahati-781001, Assam (herein after called the “BCPL” which expression shall  
wherever the context so require includes is successors and assignees).

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

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

1. We

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



only or such portion thereof not exceeding the said sum as you may require from time to time.

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



receiving instruction from M/s. \_\_\_\_\_  
(contractor) on whose behalf this guarantee is issued.

6. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other Guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at **Guwahati**.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

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

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



**E-10**

**AGREED TERMS & CONDITIONS**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: TENDER FOR HIRING OF SERVICE FOR CONDUCTING ENERGY  
AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA &  
DULIAJAN).**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

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



| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | BIDDER'S<br>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<br>(Please tick as applicable) |
| b   | CGST+SGST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | .....%age                                     |
| c   | IGST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | .....                                         |
| d   | Cess (if any)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | .....%age                                     |
| e   | <b>Service Accounting Codes (SAC)</b> has been submitted and mentioned in un-priced SOR                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                               |
| 5.  | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document.<br>ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.                                                                                                                                                                                                                                                                                                                                                |                                               |
| 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 Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. |                                               |
| 8.  | Confirm compliance to Completion Schedule/Period of Contract /Coverage Period 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.                                                                                                                                                                                                                                                                                                                                                                                                                               |                                               |



| Sl. | DESCRIPTION                                                                                                                                                                                             | BIDDER'S CONFIRMATION         |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 10. | a) Confirm acceptance of all terms and conditions of Bid Document (all sections).<br>b) Confirm that printed terms and conditions of bidder are not applicable.                                         |                               |
| 10  | c) Confirm acceptance of payment terms of as per SCC                                                                                                                                                    |                               |
| 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 :<br>a) EMD/ Bid Security No. & date<br>b) Value<br>c) Validity                                                                                                 | Not Applicable in this tender |
| 13. | Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).                                                                                                              |                               |
| 13. | Confirm that Annual Reports for the last three financial YEARS are furnished along with the Un-priced Bid.                                                                                              | Not Applicable in this tender |
| 14. | Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail. |                               |
| 15. | Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.                               |                               |
| 17. | All correspondence must be in ENGLISH language only.                                                                                                                                                    |                               |
| 18  | Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.                                                                     |                               |
| 19  | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.                                                                                                                   |                               |
| 20  | Provide PAN number.                                                                                                                                                                                     |                               |
| 21  | Provide Service Tax Registration number.                                                                                                                                                                |                               |
| 22  | Provide Sales Tax (VAT / CST) Registration number.                                                                                                                                                      |                               |
| 23  | Confirmation towards submission of duly filled,                                                                                                                                                         |                               |



|    |     |                                                                                                                                                                                                         |                               |
|----|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
|    |     | signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).                                                                                           |                               |
| 24 |     | Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format clearly mentioned as quoted.                                  |                               |
| 25 |     | Confirmed that all terms and conditions of the tender are acceptable in totality                                                                                                                        |                               |
| 26 |     | Confirm that Annual Reports for the last three financial years are furnished along-with the Un-priced Bid.                                                                                              | Not Applicable in this tender |
| 27 |     | Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail. |                               |
| 28 |     | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.                                                                                                                   |                               |
| 29 |     | Confirm towards submission of <b>FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER</b> at Format-16.                                                                   | Not Applicable in this tender |
| 30 | a   | <b>Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.</b>                                                                                         |                               |
|    | b   | <b>No additional Condition/comment has been put in the Priced SOR</b>                                                                                                                                   |                               |
| 31 |     | Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid                                                                     |                               |
| 32 | a   | MSME Clause/PPP relevant document (If applicable)                                                                                                                                                       |                               |
|    | i   | SC/ST along with proof                                                                                                                                                                                  |                               |
|    | ii  | Chartered Accountant /Statutory Auditor Certificate                                                                                                                                                     |                               |
|    | iii | Proof of nature of firm                                                                                                                                                                                 |                               |
|    | b   | Confirm that Enterprise Memorandum (EM)-II has been submitted in case of MSE covering the item/service quoted for                                                                                       |                               |
|    | c   | Bidder hereby confirms that we are registered under MSE and registered for the service covered under this tender AND any wrong declaration would be dealt by BCPL as per provision of tender            | YES/NO                        |
| 33 |     | <b>Confirm acceptance of Anti profiteering clause no. 171 of GST Act</b>                                                                                                                                |                               |



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

Place:  
Date:

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



**F-11**

**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: TENDER FOR HIRING OF SERVICE FOR CONDUCTING ENERGY  
AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA &  
DULIAJAN).**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender. We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

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

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

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

TENDER NO: BCPL/C&P/LE17W170AD/90000560 FOR "HIRING OF SERVICE FOR CONDUCTING ENERGY AUDIT FOR ALL BCPL  
INSTALLATIONS (LEPETKATA, LAKWA & DULIAJAN)"



**UNDERTAKING ON LETTER HEAD**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: TENDER FOR HIRING OF SERVICE FOR CONDUCTING ENERGY  
AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA &  
DULIAJAN).**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

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: TENDER FOR HIRING OF SERVICE FOR CONDUCTING ENERGY  
AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA &  
DULIAJAN)**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

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

Place:  
Bidder]

[Signature of Authorized Signatory of

Date:

Name:

Designation:

Seal:



**CHECK LIST**

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

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



|     |                                                                                                                                                                                          |  |                |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------|
| 7.0 | Confirm that annual reports for last three financial YEARS. & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable). |  | Not Applicable |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------|

## DOCUMENTS & CERTIFICATION CHECKLIST

| SL. NO                                                                                                                                                                                                    | DESCRIPTION                                                                                     | CHECK LIST                                                                                                                                                                                                                      | YES/NA     | NO        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 1.                                                                                                                                                                                                        | EMD Value                                                                                       | NIL                                                                                                                                                                                                                             |            |           |
| A                                                                                                                                                                                                         | DD                                                                                              | DD No. _____ dated For Rs. _____                                                                                                                                                                                                | YES/NA     | NO        |
| B                                                                                                                                                                                                         | BG                                                                                              | BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS                                                                                                                                                           | YES/NA     | NO        |
| C                                                                                                                                                                                                         | NSIC/DIC CERTIFICATE, EM-II/<br>UDYOG ADHAR                                                     | <b>Duly certified by the Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder's company/firm) <b>AND Notary Public</b> with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB | YES/NA     | NO        |
| 2.                                                                                                                                                                                                        | BID VALIDITY UPTO THREE MONTHS                                                                  | ACCEPTED                                                                                                                                                                                                                        | YES        | NO        |
| 3.                                                                                                                                                                                                        | <i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)</i> |                                                                                                                                                                                                                                 | YES        | NO        |
| A                                                                                                                                                                                                         | Work Order                                                                                      |                                                                                                                                                                                                                                 | YES        | NO        |
| B                                                                                                                                                                                                         | Completion/Execution Certificate                                                                |                                                                                                                                                                                                                                 | YES        | NO        |
| 7.                                                                                                                                                                                                        | <b>SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN</b>   | <b>Signed copy of SOR filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.</b>                                                                                                                                                     | <b>YES</b> | <b>NO</b> |
| 8.                                                                                                                                                                                                        | FORM 1 TO 18 ATTACHED TO TENDER                                                                 | FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL                                                                                                                                                                           | YES        | NO        |
| <b>Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.</b> |                                                                                                 |                                                                                                                                                                                                                                 |            |           |



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

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



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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: TENDER FOR HIRING OF SERVICE FOR CONDUCTING ENERGY AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA & DULIAJAN).**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

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

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

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_



**E-Banking Mandate Form**

(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)

**Encl.: Cancelled Cheque.**

**BANK CERTIFICATE**

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

Date

(Signature of authorized officer of bank)



# **SECTION-IV**

## **GENERAL CONDITIONS**

### **OF CONTRACT (GCC)**



## 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](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:



## **SECTION – V**

# **SPECIAL CONDITIONS OF CONTRACT [SCC]**



## [SECTION – V]

### **SPECIAL CONDITION OF CONTRACT [SCC] & SCOPE OF WORK**

#### **1. Introduction**

- 1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Special Conditions of Contract, Schedule of rates, Detail Scope of Work, and any other documents forming part of the contract, wherever the context so requires.
- 1.2 The proposed work (as detailed in scope of work) is to be executed at BCPL Lepetkata Distt.-Dibrugarh, Assam-786006, situated about 15 KM from Dibrugarh. BCPL Lakwa, Distt. Sivasagar, Assam-785688, situated about 70 KM from Dibrugarh. BCPL Duliajan, Distt. Dibrugarh, Assam-786602, situated about 42 KM from Dibrugarh.
- 1.3 It is understood that before quoting the rates, the bidder has visited the work site and has acquainted himself fully and with the nature and quantum of the job to be carried out by him. Ignorance of this will not be considered after award of work. The bidder will be responsible to complete the entire job in all respects and any of the work necessary to complete the job though specifically not covered in the scope of work.
- 1.4 For any clarification and on the assessment of the subject job the Bidder if desired may visit site during working hours on any working days before submitting the bid.
- 1.5 The contract shall be executed by single party only.
- 1.6 The bidder shall be responsible to complete the entire work in all respects including the work though specifically not covered/mentioned in the scope of work, but is necessary to complete the job, as above.

#### **2. Scope of work of the Bidder**

- 2.1 The Bidder shall be registered with an accredited Enegy Auditor, certified by Bureau of Energy Efficiency (BEE) for carrying out the above works and shall submit the copy of the same along with the bid.
- 2.2 The Scope of Work shall include the Detail Energy Audit of BCPL at Lepetkata, Lakwa, Duliajan. The quoted price shall include all the expenses toward the scope of work as mentioned in Scope of Work & SOR.
- 2.3 BEE specified guidelines & procedures shall be followed detail audits.



- 2.4 The Bidder shall arrange for the BEE Certified Auditors which must possess the prerequisite qualifications for conducting audits as per norms.
- 2.5 Once the job is started, it shall be continued till its completion.
- 2.6 The subject works shall be carried out by personnel who are experts in this field. The party must submit the Bio Data of the persons who will be associated with the job, either directly or indirectly. In addition, the party must furnish the name of the persons who will visit the site and carry out the study.
- 2.7 On award of subject work, the successful bidder shall submit the tentative schedule to BCPL for acceptance.
- 2.8 In general the scope of work consists of activities, as per the requirements detailed in tender document and to be completed as per instruction of Engineer-in-Charge (Technical Services). Any other work not specifically mentioned above but required to complete the work as per instruction of Engineer-in-Charge (Technical Services), shall also be responsibility of the bidder.
- 2.9 Transportation, boarding, lodging and local conveyance expenses :
- 2.9.1 To and fro transportation cost for adequate number of audit team [as per standards to conduct energy audits of BCPL for complete job] should be included in the offer.
- 2.9.2 Accommodation, fooding and local conveyance facilities for the audit team will be provided by BCPL in its Guest House.
- In case, BCPL fails to provide the accommodation, fooding and local conveyance, in such case, bidder shall borne the charges which shall be reimbursed at actual against documentary evidence with due certification by EIC for the same.

2.10 All the field measurement instruments for detail audit to be carried by the bidders.

### **3. Scope of BCPL Utility Supply**

- 3.1 To conduct the energy audits at BCPL Lepetkata, Lakwa, Duliajan units, office space would be provided to carry out the prescribed jobs. All the technical information required for the job will be furnished to the agency without any cost implication. This technical information shall not be used anywhere or published in any form under any circumstances.



- 3.2 During plant hours bidder may use BCPL canteen facility for meal in principle with paid basis.
- 3.3 BCPL will provide a full time coordinator for assisting the contractor team in collecting historical data and design/ performance guarantee documents and in planning & scheduling the field study.
- 3.4 For field measurement electricians and helpers will be provided by BPCL.

#### **4. Completion Schedule**

- 4.1 The entire scope of the contract shall be completed within 3 Months from the date of issuing the LOI/LOA (Letter of Acceptance) including the mobilization period. If required, the contract may be extended for a further period of one month on the same rates, terms & conditions of the existing contract. The bidder shall be abiding by all the terms & conditions of the contract for the extended period
- 4.2 The successful bidder shall commence the works within 1-2 weeks, on mutually agreed date. The period of completion given includes the time required for final audit reports along with recommendations and implementation of energy monitoring system.

#### **5. Mobilization Period**

- 5.1 Mobilization period for the bidder will be ONE-TWO WEEKS from the date of issue of Letter of Intent / Work Order whichever is earlier.

#### **6. Payment Terms and Conditions**

- 6.1 The bill shall be submitted in duplicate (two copies with bill/invoice highlighted on the envelope) to the following:

Administrative Building  
BCPL Project Site, Lepetkata  
Dibrugarh-786006, Assam.  
Tel: 0373- 2914604, Fax: 011-66173653

(Name of Engineer-in-Charge (Technical Services) shall be mentioned on the envelope.)

- 6.2 Payment schedule & amounts quoted for conducting Energy Audit shall be as per the schedule given below. Payment shall be released within 15 days of submission of proper Invoice complete in all aspect duly certified by EIC.

| <b>Milestones for payment on completion of deliverables as per Scope of Work.</b> | <b>Payment</b> |
|-----------------------------------------------------------------------------------|----------------|
|-----------------------------------------------------------------------------------|----------------|



|                                                                                                       |             |
|-------------------------------------------------------------------------------------------------------|-------------|
| 1. On Completion & submission of Energy Audit Report with recommendation as detailed in scope of work | 100%        |
| <b>Total</b>                                                                                          | <b>100%</b> |

- a. BCPL has initiated payments to suppliers and bidders electronically and to facilitate the payments electronically through RGTS & NEFT, the bidder should have an account with any Bank so that the payment through e-banking be made to the bidder, in case work is awarded to him. Further, the bidder should give the details of his bank account in any banks to facilitate payment through e-banking in case of award of work on him.
- b. BCPL shall be entitled to deduct Income tax or any other applicable tax at source from the payment made to the bidder against the running bills in accordance with the relevant Indian Income Tax laws or any other law as applicable from time to time. BCPL shall furnish necessary certificates of deduction of Income tax/ Work contract tax to the bidder as per provisions of the said law.
- c. Final bill along with Indemnity Bond & No claim certificate shall be submitted within 30 days of completion of contract period.
- d. No mobilization advance shall be paid and no advance payment is permissible.
- e. In no case, payment of the bills shall be made, if the jobs are not certified from time to time.

#### **7. Penalty Clause for Non-Performance (If any)**

- a. If some shortcoming is observed then bidder has to resolve it free of cost and no payment will be made. If the bidder fails to rectify the deficiency or give no response then BCPL will get the same rectified through other agencies at the risk & cost of the bidder and incurred amount will be adjusted in the security deposit.
- b. In case of consistent non-performance of contractual obligations, BCPL reserves the right to get the work done from alternative source at the risk and cost of the bidder without prejudice to other rights available to owner including termination of the contract.
- c. Nothing, contained herein, shall restrict the owner from accepting similar services from other agencies, at its discretion.
- d. If the bidder fails to mobilize the required resources within reasonable time as decided by Engineer-in-Charge (Technical Services), BCPL may get the work done through other Agency at the risk and cost to the bidder and the security deposit of the bidder shall be forfeited.



## 8. Specific Instruction to carry out jobs

- a. Bidder shall deploy only BEE (Bureau of Energy Efficiency) certified Energy Auditors/ Energy Managers, having suitable qualification and adequate experience in Energy Audit for designated consumers (specifically for large industries) as per PAT (Perform, Achieve and Trade) scheme requirement of BEE, under guidance of BEE (Bureau of Energy Efficiency) certified Accredited Energy Auditor. BCPL reserves the right to reject any of the persons deployed by the bidder found unsuitable for the work.
- b. Employees of the bidder should have required knowledge and relevant experience of BEE PAT Scheme Requirement, Detailed Energy Audit related jobs.
- c. The personnel engaged by the bidder should be well qualified and experienced to discharge the contractual obligations effectively.
- d. All the jobs have to be carried out on top priority basis and to be completed in all respect with in the time specified by the Engineer-in-Charge (Technical Services).
- e. In case, the bidder leaves any job incomplete or fails to complete it in stipulated time or not up to the satisfaction of Engineer-in-Charge (Technical Services) then that job will be done through any other agency at the cost of the bidder.
- f. Bidder shall provide proper identification card for his employees to be deputed by him for the work, duly signed by the bidder or any authorized person on behalf of the bidder. Also the bidder should obtain entry passes from office reception through Engineer-in-Charge (Technical Services) for his employees.
- g. The personnel to be deputed by the bidder should also meet the following requirement:
  - Should be medically fit to work at site
  - Should possess good conduct and discipline
- h. The bidder shall be solely responsible and indemnify BCPL against all charges dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- i. While confirming to any of these conditions, the bidder should ensure that no law of state regarding labor, their welfare, conduct etc, is violated. The bidder shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local authorities.

## 9. Confidentiality of Documents

All the documents to be provided by BCPL relevant to this contract / exercise are highly confidential in nature and shall not be shared with any unauthorized person in any form of communication or be used in any research, publication etc. under any circumstances. The concerned party will have to sign non-disclosure agreement with BCPL prior to commencement of the job as per the proforma placed in tender.



## 10. ELIGIBILITY CRITERIA OF BIDDER ‘PROJECT LEADER’

The consultant who will be engaged should have extensive and proven mix of skill and expertise in the field of Energy Audit. Previous experience of similar work is essential. The consultant must meet the following minimum criteria:

- a) The project leader of the Consultants should have a minimum of 5 years of professional experience in Energy Audit and must have registration of Accredited Energy Auditor, registered with BEE.
- b) The team members of the Consultants should be BEE certified Energy Auditors/ Energy Managers with at least 3 years of professional experience.

## 11. PROPOSAL SUBMISSION

### 11.1 Technical Proposal Content:

Technical Proposal should be prepared considering the Scope of Work, Detailed Approach & Methodology, Activity, Schedule & Deliverables, Time period and any other information to highlight the capability of the consulting organization.

#### **Technical Proposal must include:**

- (i) Brief description about the consulting organization.
- (ii) Consultancy Experience: In addition to overall experience of the consultant, details of specific Energy Audit/ studies undertaken may be provided including Assignment / description of services provided, approximate value of assignment, country & location, duration of assignment, name of client, starting & completion dates.[ref. **Annexure A**]

### 11.2 Bidder need to submit the proposal incorporating the following:

- (i) Approach
- (ii) Methodology
- (iii) Work Plan and Schedule
- (iv) Team size
- (v) Detailed Resume of the Team leader and team members of the consulting organization to be deployed for BCPL (with copies of certificates to support qualifications) along with a summary of their profile [ref. **Annex-B**]



**Annex-A**

**ENERGY AUDIT CONSULTANCY EXPERIENCE**

Client List along with work order copy and completion certificates: For providing Energy Audit

| Sr. No. | Assignment/ Project Name | Name of the Clients And Address | Details of Energy Audit completed | Contract value | Duration of assignment | Contract Start date | Contract Completion Date | Work Order Attached | Completion Certificate Attached. |
|---------|--------------------------|---------------------------------|-----------------------------------|----------------|------------------------|---------------------|--------------------------|---------------------|----------------------------------|
|         |                          |                                 |                                   |                |                        |                     |                          |                     |                                  |
|         |                          |                                 |                                   |                |                        |                     |                          |                     |                                  |
|         |                          |                                 |                                   |                |                        |                     |                          |                     |                                  |



**Annex-B**

**SUMMARY OF PROFILE OF TEAM LEADER AND TEAM MEMBERS TO BE  
DEPLOYED FOR BCPL**

| Sr.<br>No. | Name | Technical Qualification/<br>Professional Qualification | Registration Number (BEE<br>Certified) | Brief experience of their previous<br>assignments w.r.t. Industrial Energy Audit |
|------------|------|--------------------------------------------------------|----------------------------------------|----------------------------------------------------------------------------------|
|            |      |                                                        |                                        |                                                                                  |
|            |      |                                                        |                                        |                                                                                  |
|            |      |                                                        |                                        |                                                                                  |

**Note:** Detailed Resume of Team Leader (BEE certified Accredited Energy Auditor) and Team Member (BEE certified Energy Auditor/ Manager) of the Consulting Organization with copies of certificates to support qualifications to be submitted.



# SECTION-VI

## SCOPE OF WORK



## **Scope of Work**

Brahmaputra Cracker & Polymer Limited (BCPL) is the premier petrochemical complex in the North Eastern India and is a Government of India undertaking unit. The plant has been commissioned in the year 2016. The major products manufactured at BCPL include LLDPE/HDPE- 2, 20,000 MTPA, PP- 60,000 MTPA and Liquid Hydrocarbon By-products- 55,000 MTPA. BCPL Lepetkata petrochemical complex having Gas Sweetening Unit, Ethylene cracking Unit, LLDPE / HDPE and PP units along with 53 MW captive power plant and other utility generation facilities. BCPL Lakwa having Gas Processing Unit & BCPL Duliajan having Gas Dehydration Unit.

BCPL Lepetkata plant is connected with other two sites (Duliajan & Lakwa) via underground pipe line to transport Natural Gas from Duliajan & C2+ Liquid Hydrocarbon from Lakwa. BCPL has completed the laying of 4.5" C2+ Hydrocarbon Pipelines from Lakwa-Lepetkata and total length of the pipeline is 48.8 KM. Another twin Pipe line connecting Duliajan-Lepetkata to carry Natural Gas (to & fro) of size 18" each and total length of the pipeline is 97.32 KM (48.6 KM X 2). Both Pipe lines are operational and vital for Lepetkata plant operation. Railway siding is located 15 KM away from the Lepetkata is for unloading Naphtha which is raw material for ethylene cracking.

Further to explore more avenues for energy conservation, the management of BCPL decided to go for external energy audit for our plant at Lepetkata, Assam. Energy Audit shall be in line BEE (Bureau of Energy Efficiency) requirement as per PAT scheme for designated consumers.

The contractor would deploy adequate number of audit team members [as per standards to conduct energy audits of BCPL for complete job] within 1-2 weeks of LOI/LOA.

**The Scope of Work for the Energy Audit Agency would cover at least, but not be limited to the following:**

### **A) Detailed Energy Audit:**

In the detailed energy audit, contractor will understand the existing process system, energy distribution together with all the relevant documents, visual information, field measurements by using sophisticated instrumentation including flow meter, flue gas analyzer, scanner, etc. for computing overall and unit wise energy efficiency and estimating of costs and savings. The detailed scope shall be:

#### **1. Review of Electricity Bills, Contract Demand and Power Factor:**

- Study of Electricity Bills, Contract Demand and Power Factor for the last one year, in which possibility of further reduction of contract demand and improvement of power factor to be explored.

#### **2. Electrical Distribution System:**



- Review of present electrical distribution like Single Line Diagram (SLD), transformer, cable loading, Feeder wise loading, normal and emergency loads, electricity distribution in various units/ equipments etc.
- Study of Reaction Power Management and option for power factor improvement
- Study of power quality issues like power factors, voltage, currents, active powers, reactive powers, apparent powers, THD & Harmonics at various load feeders.
- Collection of inventory data of all connected load including Capacitors to be recorded showing details on rated wattage per kW, operating hours/ Peak load on daily basis.
- Load unbalance with respect to voltage and current shall be checked.
- Exploring the solution for improving the power quality

**3. Pumps & Motors (>20 kW):**

- Measurement of Head/ pressure, flow, power and determination of pump & measurement of voltage (V), Current (I), Power (kW) and power factor and determination motor loading based on measured parameters.
- Exploring the Energy Conservation Option in pumping systems & motors. All saving & recommendation will be backed by detail calculation providing the technical details of each recommendation.

**4. Compressed Air System:**

- Detailed study of compressed air system in the plant, in terms of compressor type, make, capacity, loading, motor type/ size/ loading etc.
- Undertake output efficiency test, Leakage test and Free Air delivery test, etc. for the operating compressors.

**5. Plant Utilities:**

- Overall & Operating Unit wise study of Utilities (Nitrogen, Inst Air, DM Water, Steam, Condensate, Fuel Gas, etc.) & its Consumption with Design parameters & recommendation for better efficiency.

**6. Rotary Equipments:**

- Evaluate the performance of Major Blowers, Fans and other rotary equipments its Connected Motors/ Steam Turbines and comparing the operating performance with design values & to provide recommendation for better efficiency.
- Evaluate the operating performance of major pumps, compressors, (i.e. flow and energy) and comparing the same with design values for specific energy consumption & to provide recommendation for better efficiency.

**7. Cooling Towers:**

- Detailed study of the operational performance of the cooling towers through measurements of temperature differential, air/water flow rate, to enable evaluate specific performance parameters like approach, effectiveness etc. & to provide recommendation for better efficiency.



**8. Steam Generators & Boilers:**

- Evaluate the performance of Steam Generators (HRSGs, Utility Boilers, etc.). This includes detailed study of efficiency, thermal insulation survey and flue gas analysis, etc & to provide recommendation for better efficiency.

**9. Heater/ Furnace:**

- Detailed study on performance of Fired Heaters/ Furnaces/ Burners & its thermal insulation survey, flue gas analysis & other measures for finding its efficiency & suggest best measures for improvement of its performance.

**10. Heat Exchanger:**

- Evaluate the performance of Heat Exchangers/ Coolers/ Condensers and suggest measures for best performance.

**11. DG Sets**

- Study the operations of DG sets and to undertake DG set efficiency tests to evaluate their average cost of Power Generation, Specific Energy Generation
- Review of operation & performance of DG set through units generated, combustion analysis and diesel consumption.
- Specific fuel consumption in terms of g/kWh, g/kVAh & to suggest for energy conservation opportunity and suggestion for optimization

**12. Others:**

- Study Steam utilisation practices and Condensate Recovery Systems.
- Study of any other major energy consuming equipment like Gas Turbines, Heaters, etc.
- Study of overall and specific unit wise sections of BCPL comprising of GPU (At Lakwa), GDU (At Duliajan), CPP, ECU, PPU, LLDPE, Product Warehouse, GSU, ETP, Township etc. (located at main unit, i.e, Lepetkata) for energy savings.
- To design an in-house “Energy Monitoring System” for effective monitoring of energy consumption and analysis of overall and unit wise energy efficiency.
- To study steam distribution system including tracing of steam lines, pipe sizes, number of steam traps and checking adequacy of insulation and identification of redundant lines, distribution losses, etc.
- To work out overall & unit wise steam balance for the plant including steam generation, consumption (in terms of fixed loads, blow down loss, loss due to leakage's / faulty traps/ poor insulation etc.) and to evaluate the loss and suggest measures for better performance in terms of reducing losses & increasing efficiency.
- To work out overall & unit wise power balance for the plant including power generation, import from grid, consumption and to evaluate the loss and suggest measures for better performance in terms of reducing losses & increasing efficiency.



**B) Report Preparation:**

- After completion of the audit study, contractor will submit a draft report to BCPL within 15 days of completion of site visit and the findings and recommendations to be discussed with the owners representative and thereafter to submit final audit report with recommendations.
- The final Audit Report shall be in line with BEE (Bureau of Energy Efficiency) PAT (Perform Achieve and Trade) scheme requirement for the 'designated consumers', which shall contain feasible and implementable energy savings recommendations, where ever applicable by identifying potential areas of thermal and electrical energy economy.
- The entire recommendations would be backed up with techno-economic calculations including the estimated investments required for implementation of the suggested measures and simple payback period. Measurement would be made using appropriate instrumentation support for time lapse and continuous recording of the operational parameters.



## SECTION-VII

### HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



## **SECTION - VII**

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

#### **1. SCOPE**

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

#### **2. REQUIREMENTS OF 'HEALTH, SAFETY AND ENVIRONMENT [HSE] MANAGEMENT SYSTEM' TO BE COMPLIED BY BIDDERS**

- 2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6. All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7. Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.



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

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

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

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## SECTION-VIII

### SCHEDULE OF RATES [SOR]

### ATTACHED AS A SEPARATE SHEET

### (UN-PRICED BID)

*Bidder must mention as QUOTED in un-priced bid  
against each SOR Item*



## **CUT-OUT SLIPS**

**ENVELOPE – (1): "TECHNO-COMMERCIAL / UN-PRICED BID" – As per ITB 11.1.1**

**DO NOT OPEN – THIS IS A QUOTATION**

**SUB: TENDER FOR “HIRING OF SERVICE FOR CONDUCTING ENERGY AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA & DULIAJAN)”**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

**BID SUBMISSION DUE DATE & TIME : 13.03.2018 at 14:30Hrs**

**TO**

**CONTRACTS & PROCUREMENT DEPT.**

M/s Brahma Putra Cracker and Polymer Limited  
(A Government of India Enterprise), C&P  
Department, Administrative Building, PO:  
Lepetkata, Distt: Dibrugarh, Assam, Pin Code:  
786006

**From:**

**TO BE PASTED ON THE OUTER ENVELOPE CONTAINING**

**TECHNO-COMMERCIAL / UN-PRICED BID**



## **CUT-OUT SLIPS**

**ENVELOPE – (2): "Price Bid"– As per ITB 11.1.2**

**DO NOT OPEN – THIS IS A QUOTATION**

**SUB: TENDER FOR “HIRING OF SERVICE FOR CONDUCTING ENERGY AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA & DULIAJAN)”**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592**

**BID SUBMISSION DUE DATE & TIME : 13.03.2018 at 1430Hrs**

**TO**

**CONTRACTS & PROCUREMENT DEPT.**

M/s Brahmputra Cracker and Polymer Limited (A Government of India Enterprise),  
C&P Department, Administrative Building,  
PO: Lepetkata, Distt: Dibrugarh, Assam, Pin  
Code: 786006

**From:**

**TO BE PASTED ON THE OUTER ENVELOPE**

**CONTAINING**

**“Price Bid – PART - II”**



.....

## **CUT-OUT SLIPS**

**DO NOT OPEN – THIS IS A QUOTATION**

**SUB: TENDER FOR “HIRING OF SERVICE FOR CONDUCTING ENERGY AUDIT FOR ALL BCPL INSTALLATIONS (LEPETKATA, LAKWA & DULIAJAN)”.**

**TENDER NO.: BCPL/C&P/CO17W190AD/90000592)**

**BID SUBMISSION DUE DATE & TIME : 13.03.2018 at 1430Hrs**

**TO**

**CONTRACTS & PROCUREMENT DEPT.**

M/s Brahma Putra Cracker and Polymer Limited  
(A Government of India Enterprise), C&P  
Department, Administrative Building, PO:  
Lepetkata, Distt: Dibrugarh, Assam, Pin Code:  
786006.

**From:**

**TO BE PASTED ON THE OUTER ENVELOPE**  
**CONTAINING ENVELOPES PART –I & PART-II**