



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

(भारत सरकार का उपक्रम)

Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)



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/LE17C024ND/001155

Dated 06.11.2017

TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

Tender Submission Date & Time	:	06.11.2017 at 14:30 Hrs
Tender Opening Date & Time	:	27.11.2017 at 15:00 Hrs
Pre- Bid Meeting Date & Time	:	14.11.2017 at 14:30 Hrs
EMD Amount	:	Not Applicable

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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

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SECTION - I

INVITATION FOR BIDS [IFB]

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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SECTION - I

INVITATION FOR BID [IFB]

To,
PROSPECTIVE BIDDERS

DATED: 06.11.2017

SUB: “SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”

TENDER NO.: BCPL/C&P/LE17C024ND/01155

Dear Sir/Madam,

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

I	BID DUE DATE & TIME	:	27.11.2017 up to 14:30 Hrs
II	OPENING OF UNPRICED BID	:	27.11.2017 at 15:00 Hrs. (if the particular day is a HOLIDAY at BCPL, Lepetkata the un-priced bids shall be opened on next working days)
III	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
IV	MODE OF TENDERING	:	Limited Domestic Competitive Bidding through Manual Mode (Under Two Bid System Basis)
V	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	14.11.2017 at 02:30 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636. For details refer Clause-17 of Instruction to bidders
VI	EARNEST MONEY DEPOSIT	:	Not Applicable

MAJOR TERMS AND CONDITIONS OF TENDER

I	DELIVERY PERIOD	:	Supply, installation & commissioning shall be made within Three (03) months from the date of issuance PO/LOI.
II	VALIDITY OF OFFER	:	The period of validity of the quotations should not be less than 90 days from the date of opening of technical bid. Quotations with less validity are likely to be ignored.

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III	PAYMENT TERMS	a) 80% Payment of supply with GST will be made within 15 days after receipt and acceptance of materials at BCPL site. b) 20% Payment of supply shall be made within 15 days after successful completion of Installation & commissioning against submission of invoice and completion certificate issued by BCPL site . c) 100% payment of installation commissioning shall be made within 15 days after successful completion of Installation & commissioning against submission of invoice and completion certificate issued by BCPL.
III - A	LOADING	a) Payment terms: i. As per tender- Nil ii. In case payment terms is up to 90% payment through bank against dispatch documents (after deduction of applicable PRS) and 10% within 30 days after receipt and acceptance of materials at site- 2%. iii. 100% payment through bank against dispatch documents (after deduction of applicable PRS)-10% iv. Any other terms-rejection The loading criteria mentioned above shall be applicable only for 80% of the supply payment. For the balance payment 20% of the supply part & 100% of the service part same shall not be applicable.
IV	TRANSIT INSURANCE	Transit Insurance is in the scope of BCPL
V	SECURITY DEPOSIT	The contract performance security as per ITB shall be 10% of Basic Contract Value (without GST) towards faithful performance of the contractual obligations and must be valid 3 months beyond the warranty period
VI	GUARANTEE/WARRANTY	As per Technical specification & Special condition of contract
VII	PRICE BASIS	FOT- BCPL site basis inclusive of freight and GST
VII	REPEAT ORDER CLAUSE	As per General Purchase Conditions Clause-21
VII	AWARD CRITERIA	The OWNER will award the contract to the successful bidder whose bid has been determined to be the lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract
VIII	METHODOLOGY FOR EVALUATION OF BID:	EVALUATION: Bid of techno-commercially

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		acceptable bidder will be evaluated on L1 basis and will be considered for award. For the purpose of evaluation of bid and arriving at the L1 bidder, total evaluated price inclusive all charges, P&F, taxes-duties & less INPUT TAX Credit, if any as quoted by the bidder. <u>Evaluation and Comparison of Bid:</u> (1) Evaluation Methodology consisting of Loading Criteria (if any), Price Evaluation & Award Methodology including Quantity Distribution Pattern/ Splitting of Quantities (if any), to be included here, as per approval. Methodology for Evaluation and Award shall also include price evaluation based on item-wise/group wise / overall lowest evaluated price (L-1) basis. (2) The evaluated price of bidders shall include the following: i) Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable). ii) Inland transportation upto Delivery location and other costs incidental to delivery of goods iii) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above) iv) Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel etc. and GST (CGST & SGST/UTGST or IGST) on these services v) Other loading, if any, as specified in Tender Document Note: (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST &
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		SGST/UTGST or IGST) of price schedule. (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where GAIL 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. (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.
VIII	ORDER OF PRECEDENCE	In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts (Goods) & General conditions of contracts (Goods) the following shall prevail to the extent of such irreconcilable conflict in the order of precedence: i) RFQ Covering Letter ii) Special Conditions Of Contract iii) Instruction to bidders iv) General conditions of contracts (Goods)

- 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.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-9 (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 14.11.2017 at 02:30 P.M.** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin

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Code:786006, Phone no. 0373 2914636., to discuss Scope of Work, Terms and Conditions of tender document. For participation, please contact Dy. Manager(C&P), Phone No.: 0373 2914636, E-mail ID: neeta.dutta@bcplindia.co.in';

This is not an Order.

For & on behalf of
Brahmaputra Cracker & Polymer Limited

[Neeta Dutta]
Dy. Manager [C&P]
E-mail:neeta.dutta@bcplindia.co.in';

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SECTION-II

BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

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

1.1.1 The bidder shall be manufacturer or authorized distributor/ dealer/ representative of ELC Machine .

1.1.2. Bidder must have executed a Purchase Order for supply, installation and commissioning of similar ELC machine of capacity 100 litre and cleanliness level NAS 8 or better in preceding 07 years prior to the final due date of bid submission to any Govt./Semi Govt./PSU/MNC/ Public Ltd. Company/ Pvt. Ltd. Company in India. The bidder must submit copy of the purchase order(s) along with proof of execution of the same, for supply of ELC machine as mentioned above.

'Definition of 'execute' as mentioned at Sl. No 1.1.2 means fully executed and completed as per order / contract.

1.2 BEC- Financial: Not Applicable

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

Sr. No .	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ self attested]
1	1.1	Technical Experience Criteria – Document	
	1.1.1	Experience against Status of Bidder	In case the bidder is a Manufacturer, must submit a copy of valid documentary evidence (on the final bid due date of submission) for being a manufacturer [i.e., valid Industrial License /Annual Report/ Monthly Excise Return Form (ER-I)/Company Registration Certificate / ISO Certificate / Excise Registration Certificate / Certificate issued by Statutory Authority /NSIC Certificate or equivalent

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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ self attested]
			certificate]. In case the bidder is an authorized distributor/ dealer/ representative of domestic manufacturer, must submit a copy of valid documentary evidence (on the final bid due date of submission) [i.e., valid distributorship/dealership certificate issued by the manufacturer].
	1.1.2	Experience against Completion/ Execution of order/contract	Bidder must submit copy of Purchase Order/Contract and proof of Supply (proof of Supply may include any one of execution/completion certificate issued from purchaser/end user/ authorized consultant of owner/Invoice/proof of payment/inspection note) clearly having the reference no. of P.O., Item Description, supplied value and actual date of supply, etc towards proof of meeting this BEC.
2	1.2	Financial Experience Criteria- Not Applicable	

Note to above Bidder's Eligibility Criteria (point no. 1.0):

- (i) A job executed by a bidder for its own plant / projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/ Fellow subsidiary/ Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor /Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.

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

1.4 Methodology for evaluation of Bid:

EVALUATION: - Bid of techno-commercially acceptable bidder will be evaluated on **over all** L1 basis and will be considered for award. For the purpose of evaluation of bid and arriving at the L1 bidder, total evaluated price inclusive all charges, P&F, taxes-duties/ GST as quoted by the bidder.

Evaluation and Comparison of Bid:

The evaluation of all the responsive bids to arrive at the lowest evaluated offer shall be done

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as under:

- i) *Ex-works price quoted by the bidder (including packing, forwarding, and GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc. (wherever applicable).*
 - ii) *Inland transportation upto Delivery location and other costs incidental to delivery of goods*
 - iii) *GST (CGST & SGST / UTGST or IGST) on the finished goods including inland transportation (i.e. on sl. no. i and ii above)*
 - iv) *Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel etc. and GST (CGST & SGST / UTGST or IGST) on these services.*
 - v) *Other loading, if any, as specified in Tender Document.*
- *Any uncalled for lump sum/percentage or adhoc reduction / increase in prices, offered by the bidder after opening of the prices, shall not be considered.*
 - *In case of statutory changes, the rate of Goods & Service Tax considered for evaluation shall be of prevailing rate as on final date of Unpriced Bid opening.*

Note:

- (iv) *In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.*
 - (v) *In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where GAIL 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.*
 - (vi) *In case any cess on GST is applicable, same shall also be considered in evaluation.*
 - (vii) *The bids will be evaluated after considering the effect of input credit of GST (CGST & SGST/UTGST or IGST).*
- ***Incorporation the following loading criteria in the tender documents:***

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1.5 **LOADING CRITERIA IN THE TENDER DOCUMENT WOULD BE INCORPORATED AS UNDER:**

b) **Payment terms:**

- i. As per tender-Nil
- ii. In case payment terms is up to 90% payment through bank against dispatch documents (after deduction of applicable PRS) and 10% within 30 days after receipt and acceptance of materials at site- 2%.
- iii. 100% payment through bank against dispatch documents (after deduction of applicable PRS)-10%
- iv. Any other terms-rejection

The loading criteria mentioned above shall be applicable only for 80% of the supply payment. For the balance payment 20% of the supply part & 100% of the service part same shall not be applicable.

1.6 **PUBLIC PROCUREMENT POLICY:**

Public Procurement Policy (PPP) Provision shall be applicable as per ITB of the Tender document with modifications as under :

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 total tendered value subject to matching of L1 price.



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SECTION-III

INSTRUCTION TO BIDDERS [ITB]

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

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SECTION-III

INSTRUCTION TO BIDDERS

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34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

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ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
41. AHR ITEMS
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND
ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC
ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
45. DISPUTE RESOLUTION
46. BILLING SYSTEM
47. TRANSPARENCY
48. SALE OF BID DOCUMENTS
49. SUBLETTING & ASSIGNMENT
50. Direct Payments to Sub-Vendors / Supporting Agencies of Main Contractor

[G] ANNEXURES:

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION PROCEDURE
3. ANNEXURE-III: **BIDDING DATA SHEET (BDS)**

[H] **FORMS & FORMATS**

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SECTION-II

INSTRUCTIONS TO BIDDERS [ITB]

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INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

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

If the bidding documents were issued inadvertently 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

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(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.

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

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

- (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.

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

- 2.6 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.

- 2.7 **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.**

- 2.8 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**

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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 FOR THIS TENDER**

6 **SITE VISIT- NOT APPLICABLE FOR THIS TENDER**

[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 : Instructions to Bidders [ITB] and Forms & Format Annexure
- Section-III : General Conditions of Contract [GCC]
- Section-IV : Technical Specification [TS]
- Section-V : Schedule of Rate [SOR]

*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

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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 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 communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 9.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

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

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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.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'No Deviation Confirmation', as per 'Form F-4'
- (g) 'Certificate for Non-Involvement of Government of India ' from Bidder, as per 'Form F-6'
- (h) 'Agreed Terms and Conditions', as per 'Form F-8'
- (i) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-9'
- (j) Undertaking on the Letter head, as per the Form F-12.
- (k) Power of Attorney for authorized signatory in non-judicial stamp paper/copy of Board Resolution, the authorized signatory shall be signing the bid and any consequence resulting due to such signing shall be binding on the bidder.
- (l) Any other information/details required as per Bidding Document
- (m) All forms and Formats including Annexures.
- (n) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (o) 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 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.

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

12 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 & duties and freight/transportation charges.
- 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, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

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- 12.4 All duties, taxes and other levies [if any] payable by the Bidder under the Contract, or for any other cause, shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid 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 the last date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

13 GST / TAXES & DUTIES

- 13.1 Within the contractual delivery period, the statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BCPL's account.

Beyond the contractual delivery 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 Supplier's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Purchaser.

Beyond the contractual delivery 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.

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier 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. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.

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- 13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory variation on account of Import Duty will be allowed only on component for which input tax credit is not available.
- 13.4 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.
- 13.6 Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/regulation**, with all required supporting document(s) within a period specified in Contract to enable BCPL to avail input credit of **GST (CGST & SGST/UTGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services with requisite details.
- If input tax credit is not available to BCPL for any reason not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct/ setoff /recover such **GST (CGST & SGST/UTGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by BCPL to the Supplier.
- 13.7 The supplier shall mention the particulars of BCPL, (place specified in BDS) on the Invoice. Besides, if any other particulars of BCPL are required to be mentioned, under **GST rules/ regulations** on the date of dispatch, the same shall also be mentioned on the Invoice.
- 13.8 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of BCPL that the

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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.

- 13.9 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)** during 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.

- 13.10 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 (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties / interest, if any, incurred by BCPL.

13.11 **Anti-profiteering clause**

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

- 13.12 **GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.**

14 **BID CURRENCIES**

Bidders must submit bid in Indian Rupees only.

15 **BID VALIDITY**

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- 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-**

In case envelope containing Part-I (Un-priced bid / Techno-commercial Bid) does not contain the bid security / EMD as per tender condition the un-priced bid of such bidder shall not be treated as non-responsive & shall be rejected.

However, PSUs & SSI are exempted from payment of EMD.

The Earnest Money Deposit (EMD) for the amount as mentioned above shall be submitted in the form of crossed Bank Demand Draft drawn on any Nationalized/Scheduled bank in favour of BCPL, payable at Dibrugarh (Assam). Alternatively, Earnest Money deposit may also be submitted through Bank Guarantee 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 the proforma attached with the Tender Document. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished must be commercial banks 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 a letter head. Validity of EMD/BG shall be minimum 2 months beyond the validity of the offer. In event of non-availability of EMD in bid, such bids may not be considered/opened.

Firms registered with NSIC will be exempted from payment of Earnest money/Bid Bond provided they are registered for the items they intend to quote against BCPL tender.

Small scale Industries units registered with the NSIC, under its single point

17 **PRE-BID MEETING-**

- a) The Bidder(s) or his official representatives are invited to attend a pre-bid meeting on date, time and venue specified above.

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- b) The bidder is requested to submit their queries /clarifications in the Format F16 of SECTION II of tender document through e-mail/ courier so as to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
 - c) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
If the Pre-bid date happens to be a Holiday/Sunday, the next working day will be considered for pre-bid meeting.
- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting will be communicated to vendors. 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 non-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.

19 ZERO DEVIATION AND REJECTION CRITERIA

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

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

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

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

20 **E-PAYMENT**

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

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[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

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

22 DEADLINE FOR SUBMISSION OF BIDS

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

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In 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.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 FOR MANUAL BIDDING

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

- 24.2 The modification shall also the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.
- 24.3 **No bid shall be allowed to be withdrawn/ modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

[E] – BID OPENING AND EVALUATION

26 BID OPENING

26.1 Un-priced Bid Opening:

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

26.2 ***Priced Bid Opening:***

26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids 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.

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

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

27 **CONFIDENTIALITY**

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

28 **CONTACTING THE EMPLOYER**

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

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

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

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- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

30 **CORRECTION OF ERRORS**

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

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- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
 - (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
 - (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

31 **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

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

32 **EVALUATION AND COMPARISON OF BIDS**

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

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

34 **PURCHASE PREFERENCE**

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

[F] – AWARD OF CONTRACT

35 **AWARD**

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

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

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

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

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

37 SIGNING OF AGREEMENT

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

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

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

38.2 **The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS)/as stipulated in Section-II (10% of order value excluding taxes) of tender document towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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

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

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

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

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

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

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

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's/BCPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahma Putra 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 Brahma Putra Cracker and Polymer Ltd, such decision of Brahma Putra Cracker and Polymer Ltd shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

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

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

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



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

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

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

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

- 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.
- 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.

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

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

41 **AHR ITEMS- NOT APPLICABLE FOR THIS TENDER**

42 **VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Annexure II to ITB herewith.

43 **INCOME TAX & CORPORATE TAX**

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

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

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

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

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

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

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

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

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

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

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

45.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.



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- 45.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4 Conciliation proceedings commence when the other Party (ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party (ies) accordingly.
- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahma Putra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute

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

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

46 BILLING SYSTEM

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

- (a) Top left corner of the envelope

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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
HOD/EIC (Indenting/User Department) M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone No. 0373 2914636.	HOD (C&P) M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone No. 0373 2914636.

47 TRANSPARENCY

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

48 SALE OF BID DOCUMENTS

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

49 SUBLETTING & ASSIGNMENT

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

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

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

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

51. 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.

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

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Annexure-I

PROCEDURE FOR ACTION IN CASE

CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

A Definitions:

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

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

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

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

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

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

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- (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.

“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



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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.

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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

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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.

F. Appeal against the Decision of the Competent Authority:

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

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

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- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.
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Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

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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”:



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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.
- iv) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor

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		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

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 valuated items.

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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

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division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

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

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

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (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 of receipt of Holiday order.
 - (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
 - (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
 - (d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).
10. In case Service Tax department brings to the notice of BCPL that a Party has not paid to the credit of the Government the Service Tax collected from BCPL, then party will be put on holiday for a period of six months after following the due procedure.

.....



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Annexure-1

Brahmaputra Cracker & Polymer Limited PERFORMANCE RATING DATA SHEET (FOR PROJECTS/ CONSULTANCY JOBS)

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorized Signatory:

Name:

Designation:

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Instructions for allocation of Marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration	Failure of severe nature - Moderate nature	0 marks 5 marks
- low severe nature and safety of the system		10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2	5 marks 2 marks

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3. No. of deviations > 2

0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

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

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ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/LE17C024ND/01155				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Supply: “SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tbody><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></tbody></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Sh. Neeta Dutta, DM (C&P)/ Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636. Email id: neeta.dutta@bcplindia.co.in				

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C. PREPARATION OF BIDS

ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u> _____ _____
12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____ _____
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one.
22	The Tender No. of this bidding process is: BCPL/C&P/LE17C024ND/01155
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: Neeta Dutta, Dy. Manager (C&P)/ Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: neeta.dutta@bcplindia.co.in

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26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 03732914636.Email id: neeta.dutta@bcplindia.co.in Date:.....2017 Time: 15:00 Hrs.				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] State: Assam				
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table> Applicable: As specified in Section –II of tender document.	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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Public Procurement Policy for MSEs :

APPLICABLE	☒ YES
NOT APPLICABLE	☒ NO

Whether tendered item is non-split able or not-divisible :

YES	☒ YES
NO	☒ NO

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FORMS & FORMATS

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LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LETTER OF AUTHORITY
F-4	NO DEVIATION CONFIRMATION
F-5	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-6	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-7	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-8	AGREED TERMS & CONDITIONS
F-9	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-10	UNDERTAKING ON LETTERHEAD
F-11	CHECK LIST
F-12	BIDDER'S QUERIES FOR PRE BID MEETING
F-13	E-BANKING FORMAT
F-14	PROFORMA OF "BANK GUARANTEE" FOR EMD- Not Applicable

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F-1

BIDDER'S GENERAL INFORMATION

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE17C024ND/01155

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3	Name of Proprietor/ Partners/ Directors of the firm/company	
4	Number of Years in Operation	
5	Erstwhile Name of Bidder /Details of name change during years of Operation	
6	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
7	Telephone Number & Contact Information of Registered Office	_____ (Country Code) (Area Code) (Telephone No.) FAX No. : e- mail ID:
8	Operation Address (if different from above)	City: District:

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

		State:
		PIN/ZIP:
9	Telephone Number & Contact Information of Operation Address	(Country Code) (Area Code) (Telephone No.) FAX No. : e- mail ID:
10	Website	
11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	[If yes, please furnish details]
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GST No.	[Enclose copy of GST Registration Certificate]
20	We (Bidder) are covered under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
21	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
22	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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Designation:

Seal:

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BID FORM

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE17C024ND/01155

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:

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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

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LETTER OF AUTHORITY

[Proforma 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: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE17C024ND/01155

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.

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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NO DEVIATION" CONFIRMATION

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE17C024ND/01155

Dear Sir,

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

TENDER NO BCPL/C&P/LE17C024ND/01155

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

TENDER NO: BCPL/C&P/LE17C024ND/01155 "SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA"



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

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CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE17C024ND/01155

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:

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to M/s Brahmputra Cracker and Polymer Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to you in such manner as you may direct the said amount of Rupees _____

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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Brahmaputra Cracker and Polymer Ltd.

(A Government of India Enterprise)

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

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

INSTRUCTIONS FOR FURNISHING

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

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

.....

TENDER NO: BCPL/C&P/LE17C024ND/01155 "SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA"



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

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AGREED TERMS & CONDITIONS

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE17C024ND/01155

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

SL. NO.	TERMS & CONDITIONS	TENDER REQUIREMENT	BIDDER'S CONFIRMATION [Accepted/Not accepted]
1.	DETAIL OF EMD	Not Applicable	DD No..... Dated: For Rs..... Drawn on..... payable at, SBI Dibrugarh Bank Guarantee No.....dated..... For Rs..... Issued by..... Valid till.....
2.	UNDERTAKING WHO DOWNLOADED THE TENDER FROM WEBSITE	AS PER PAGE NO.-2	
3.	PRICE BASIS	FOT SITE (BCPL-LEPETKATA, DIBRUGARH ASSAM).	
4.	CONFIRMATION OF QUOTING FIRM PRICES TILL VALIDITY PERIOD OF OFFERS.	90 DAYS	
5.	BIDDER MUST HAVE VALID GST REGISTRATION NO. AND SAME SHOULD BE INDICATED IN THE QUOTATION &		

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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	ATTESTED COPY OF THE SAME TO BE SUBMITTED ALONG WITH THE UN-PRICED BID.		
6.	CONFIRM ACCEPTANCE TO REPEAT ORDER CLAUSE	Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity in the same rate, terms & conditions.	
7.	CONFIRM ACCEPTANCE TO PART ORDER QUANTITY	(i.e. BCPL can place order for lower quantity vis-à-vis tendered quantity)	
8.	POINT OF DISPATCH		
9.	TERMS OF DELIVERY	Supply, installation & commissioning shall be made within Three (03) months from the date of issuance PO/LOI.	
10.	TRANSIT INSURANCE	BCPL SCOPE	
11.	PRICE REDUCTION SCHEDULE PRICE REDUCTION @0.5% OF THE VALUE OF UNDELIVERED QUANTITY PER COMPLETE WEEK OF DELAY OR PART THEREOF SUBJECT TO A MAXIMUM (CEILING) OF 5% OF TOTAL ORDER VALUE WILL BE APPLICABLE. THE VALUE REFERRED IN PRS CLAUSE EXCLUDING TAXES AND DUTIES.		
12.	PAYMENT TERMS	TERMS OF PAYMENT: d) 80% Payment of supply with GST will be made within 15 days after receipt and acceptance of materials at BCPL site. e) 20% Payment of supply shall be made within 15 days after successful completion of Installation & commissioning against submission of invoice and completion certificate issued by BCPL site . 100% payment of installation commissioning shall be made within 15 days after successful completion of Installation & commissioning against submission of invoice and completion certificate issued by BCPL.	
13.	PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT	Applicable	
14.	ARBITRATION/ JURISDICTION OF COURT	GUWAHATI	

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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15.	FORCE MAJEURE	AS MENTIONED IN GCC/GPC	
16.	GST (IN %)	AT ACTUAL	@.....% / NIL
17.	Anti-profiteering clause: <i>“As per Clause 171 of GST Act, it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Service Provider may note the above and quote their prices accordingly.”</i>		YES / NO
18.	ENTERPRISES INFORMATION WITH RESPECT TO MSME DEVELOPMENT ACT 2012 Documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.		Yes (Certificate Attached) / No
19.	ALL THE PAGES OF THIS RFQ ARE DULY SIGNED & STAMPED IN TOKEN OF ACCEPTANCE		YES / NO
20.	Confirmation of Submission of tender as under: Offers should be submitted separately in two parts in sealed envelopes superscripted with the Tender No., due date, item and nature of offers (Un-priced/Priced):- PART-A: ENVELOPE – (1): "TECHNO-COMMERCIAL / Documents as per BEC, UN-PRICED BID" – As per ITB 11.1.1. PART-B: ENVELOPE – (2): "Price Bid"– As per ITB 11.1.2 The two envelopes containing Part-A and Part-B shall be enclosed in a larger envelope duly sealed and pasted and shall bear the tender no., due date and item prominently along with address of this office and sender's name and address.		YES / NO
21.	DETAILED ADDRESS OF BIDDER		
	CONTACT PERSONS (Name and Designation)		
	PHONE NO. (WITH STD CODE)		
	FAX NO. (WITH STD CODE)		

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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E-MAIL ADDRESS	
MOBILE NUMBER	

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE17S332ND/00973

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/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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UNDERTAKING ON LETTER HEAD

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE17S332ND/00973

Dear Sir

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

Place:
Date:

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

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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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:

SL. 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 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) (Not Applicable in case of e-bidding)		
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	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms & formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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(भारत सरकार का उपक्रम)
Brahmaputra Cracker and Polymer Ltd.
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BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE17C024ND/01155

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

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E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date:

(Signature of authorized officer of bank)

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

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

NB:

- 1. All documents [to be submitted] are required to be Certified/Attested by both Chartered Engineer and Notarized by Notary Public with legible stamp[NOT APPLICABLE]**
- 2. If the bidder is submitting only one order & its completion/execution Certificate (as applicable), then sl. no. A to be filled in.**
- 3. Likewise, If the bidder is submitting more number of orders and their completion/execution Certificates (as applicable), then sl. no. A, B, C, D etc shall be applicable. [In below table, up-to sl. no. 'D' is mentioned. Bidder to increase rows if intend to submit more documents]**

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

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

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

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E-13

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT- Not Applicable
(To be stamped in accordance with the Stamp Act)

Ref.:-----

Bank Guarantee No.:-----

Date-----

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

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

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

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Date: _____

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

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

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SECTION-IV

GENERAL PURCHASE CONDITIONS [GPC]

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Consignee: C&P In-charge, (Postal Address):-Brahmaputra Cracker and Polymer Limited, P. O. LEPETKATA, DIST. DIBRUGARH (Assam) – 786006. **(For Courier Services):- BCPL, LEPETKATA, Distt. DIBRUGARH – 786006)** any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.

2. Quotation, duly sealed & super scribed with the tender/enquiry no , bid opening date and the words ‘QUOTATION – DO NOT OPEN’, should reach this office on or before 1430 hrs on the due date of opening along with samples, if required, failing which your offer will not be considered. Quotations received late are liable to be rejected. Quotations will be opened on the due date at 1500 hrs in the presence of tenderers/authorized representatives of tenderers, who may intend/like to participate. A quotation received late by post or other means are liable to be rejected.

BCPL reserves the right to accept/reject any or all tenders without assigning any reason whatsoever.

3. Local Sales Tax and Central Sales Tax/VAT/TIN registration Nos. must be mentioned in the quotation.

4. Rates should be given according to unit mentioned in NIT and no alternative unit will be considered. Further, rates should be quoted on FOT dispatch point basis including P&F and indicating rate of taxes, duties etc. and freight upto Site. Price shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.

5. The offer should remain valid for not less than 3 months from the bid opening date. Offers with less validity are likely to be ignored.

6. Offers subject to prior sale will not be considered. Further, the standard terms and conditions of the bidder are not acceptable.

7. Revised offer or post-bid modification of offer after the opening date will not be considered.

8. The required quantities at the time of placement of order can be changed up-to $\pm 25\%$ of the quantities specified in enquiry.

9. Price /Purchase Preference:

Price/Purchase preference shall be applicable as per Govt. rules/guidelines in vogue.

10. Price Reduction Schedule for delayed delivery:

In case of delay in delivery of equipment/materials or delay in completion, total contract price shall be reduced by $\frac{1}{2}\%$ (half percent) of the contract price (excluding taxes, duties & freight) per complete week of delay or part thereof [genuine pre-estimate of the loss/damage agreed between the Seller and Purchaser without any proof of the actual loss/or damage caused by such breach/delay]

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subject to a maximum of 5% (five percent) of the total contract price(excluding taxes, duties & freight). In case of delay in delivery on the part of Seller, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. In the event the invoice value is not reduced proportionately for the delay, the PURCHASER may deduct the amount so payable by SELLER from any amount falling due to the SELLER or by recovery against performance guarantee. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Seller.

In a supply contract, the portion of supply completed in all respect which can be used for commercial operation shall not be considered for applying PRS, if delivered within contractual delivery period. The remaining supplies which are completed beyond the contractual delivery shall attract price reduction schedule @½ % of the delayed delivery value maximum up-to 5% of the total order value

11. Enterprise's information with respect to MSME Development Act, 2006

The bidders are required to confirm whether the enterprise is a Micro/ Small/ Medium enterprises along with documents from the appropriate authority:

“We confirm that we are a micro/ small/ medium enterprises under the MSMED Act 2006.” **(Please strike off whichever status is not applicable).**

Further, with respect to micro and small enterprises, the MSMED Act defines the term ‘supplier’ as enterprises which have filed a memorandum with the authority specified by the respective State Government.

If the bidder is a micro/ small enterprise and has **filed** a memorandum with the specified authority, please confirm the following:

“We are a supplier within the definition of section 2 (n) of the MSMED Act _____ (Yes/ No).”

If the response to the above is ‘Yes’, the bidder is required to provide a copy of the **Entrepreneurs Memorandum (EM)** filed with the authority specified by the respective State Government.”

12. Performance Guarantee (CPBG):

In case the basic order value exceeds Rs 2.0 (Two) lakhs, the seller shall within 15 days after the receipt of order, furnish Performance Guarantee either in the form of Demand Draft or in the form of Bank Guarantee/irrevocable Letter of Credit to BCPL, in the format provided in the bidding documents, for an amount equivalent to 10% of the basic value of contract. The performance guarantee shall be valid for 3 months beyond the expiry of Warrantee/Guarantee period. The Bank Guarantee will be discharged by BCPL not later than 6 months from the date of expiration of the Seller's entire obligations, under the contract.

13. Inspection, Testing & Expediting:

Purchaser or its representative shall have the right to inspect and / or test the goods to confirm their conformity to the contract specifications. The inspection & tests may be conducted on the premises of the seller at the point of delivery and / or at the goods final destination. All reasonable facilities & assistance including access to drawings & production data shall be furnished by seller to purchaser free of cost.

When stores are rejected by the consignee, the same will be intimated to the supplier with the details of such rejected stores as well as the reason for their rejections and that the material will be lying at the consignee's premises at the risk and cost of supplier. The supplier will also be called upon either to remove the materials or to give instructions as to their disposal within 14 days and in the case of dangerous/infested and perishable materials within 48 hrs, failing which the consignee will either

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return the materials to the supplier on freight to pay or otherwise dispose them off at the supplier's risk and cost. The consignee will also intimate the concerned paying authority, quantity of the material so rejected so as to recover the freight charges from the supplier. The purchaser shall also be entitled to recover handling and stores charges for the period during which the rejected stores are not removed @ 5% of the stores for each month or part of a month till the rejected stores are finally disposed off.

14. Warranty:

The supplier shall warrant that everything to be furnished hereunder shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards of the materials of the type offered and in full conformity with the specifications drawings or samples, if any, and shall if operable, operate, properly. This warranty shall survive inspection of payment for and acceptance of the goods but shall expire 12 months from the date of commissioning / operations or 2three (03) months from the date of despatch, whichever is earlier.

15. Payment terms:

100% Payment will be released within 15 days of receipt and acceptance of material/installation at site/stores through e-banking. In case of payment through bank, all bank charges shall be borne by the vendor.

16. Invoice:

In case where documents are not routed through Bank, original plus one copy of invoice may be directly sent to Manger (F&A), Brahmaputra Cracker and Polymer Limited, P. O. LEPETKATA, DIST. DIBRUGARH (Assam) – 786006 immediately after dispatch with copies to purchaser and the consignee mentioned in purchase order. Invoice must bear the purchase order no. with date and should also indicate the dispatch particulars. It may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

17. Packing & Marking:

While dispatching ordered stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of stores packed therein. Each packing/bundle must be prominently marked with order no. and packing no. & consignee name & address.

18. Despatch documents:

Transit Risk Insurance shall be arranged by BCPL The vendor will intimate dispatch particulars to purchaser through e-mail / fax at the time of dispatch of goods.

The dispatch documents shall consists of Invoice, Challan, Packing List, GR/LR, inspection/Test Certificate and any other document(s) as mentioned in the P.O. Copies of dispatch documents should reach BCPL well in advance failing which any demurrage/wharfage etc. incurred on account of late/non-receipt of dispatch document/wrong dispatches of consignment will be recovered from supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

19. It should be noted that if an order is placed on a higher tenderer as a result of this tender, in preference to the lowest acceptable offer, in consideration of an earlier delivery, the supplier will be liable to pay to BCPL the difference between the ordered rate and the rate quoted by the lowest

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acceptable tenderer in case he fails to complete the supply in terms of such order within the date of delivery specified in the tender and incorporated in the order. This is without prejudice to other rights under terms of order.

20. Limitation of Liability:

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller under the agreement or otherwise shall be limited to 100% of order price. However, neither party shall be liable to the other for any indirect and consequential damages, loss of profits or loss of production

21. Repeat Order:

Purchaser reserves the right within six months of order to place repeat order up to 50% of ordered quantity.

22. Termination of Contract:

The PURCHASER may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Seller, terminate the contract in whole or part –

a) If the Seller fails to deliver any or all of the goods within the time period/(s) specified in Contract; or

b) If the Seller fails to perform any other obligation(s) under the Contract and

The Purchaser may at any time, terminate the contract by giving written notice to the Seller, without compensation to the Seller, if the Seller becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

c) If the seller, in either of the above circumstances, does not cure his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser In the event the Purchaser terminates the contract in whole or part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such similar goods. However, the Seller shall continue performance of the Contract to the extent not terminated.

In case of termination of contract herein setforth except under conditions of FORCE MAJEURE and termination after expiry of contract, the vendor shall be put under holiday [i.e. neither any enquiry will be issued to the party by BCPL against any type of tender of tender nor their offer will be considered by BCPL against any ongoing tender(s) where contract between BCPL and that particular vendor (as a bidder) has not been finalized] for a period of three years from the date of termination by BCPL. to such vendor.

In the event the Purchaser terminates the contract in whole or part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Seller shall be liable to the Purchaser for any excess costs for such similar goods. However, the Seller shall continue performance of the Contract to the extent not terminated.

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The Purchaser may at any time, terminate the contract by giving written notice to the Seller, without compensation to the Seller, if the Seller becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

23. FORCE MAJEURE:

Shall mean and be limited to the following –

(a) War / Hostilities (b) Riot or Civil Commotion (c) Earthquake, flood, tempest, lighting or other natural disasters (d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the Seller

The Seller shall advise Purchaser/Consultant by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure conditions, In the event of delay lasting over one month, if arising out of causes of Force Majeure, Purchaser reserves the right to cancel the Contract and the provisions governing termination stated under Article 20 above shall apply. For delays arising out of Force Majeure, the Seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither Purchaser nor Seller shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist. Seller shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any Force Majeure conditions, the Seller or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Seller without being subject to price reduction for delayed deliveries, as stated elsewhere.

24. Resolution of Disputes / ARBITRATION

All disputes or difference whatsoever that shall at any time arise between the parties relating to execution of this Contract/Purchase order shall be referred to the Sole Arbitrator appointed by the General Manager/Officer-in-Charge (OIC) of BCPL. whose award shall be final & binding on both the parties.

The contract shall deem to have been entered at BCPL, and all suits in respect of this contract shall be under the jurisdiction of the court in Guwahati.

25. Seller shall protect and fully indemnify BCPL from any claim from infringement of patents, copyright, trademark and the like. In case of any claim in this regard, Seller shall be solely responsible for any consequences/damages.

26. Subsequent to receipt of bids, the information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to bidder or other person not officially concerned with such process. Any effort by bidder to influence BCPL processing of bid or award decisions may result in rejection of such bids.

27. The Purchaser requires that Bidders/Suppliers observe the highest standard of ethics during the procurement and execution of the order. In pursuance of this policy, the Purchaser:

i) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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ii) will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the Purchaser determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.



SECTION-V

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS OF CONTRACT (SCC)



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JOB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

1. SCOPE OF WORK

- Supply of 01 no. Electrostatic Liquid Cleaner (ELC) Machine for lube oil system and hydraulic oil system for removal of suspended impurities to an extent for maintaining oil purity at NAS-8 or better at all times.
- Design, manufacture, testing, inspection, packing and forwarding, installation and commissioning of the ELC machine at BCPL, Lepetkata.

2. TECHNICAL SPECIFICATION

The technical specifications shall include but not limited to the following.

SN	PARTICULARS	BCPL REQUIREMENT	VENDOR SPECIFICATION
1	Tank capacity	ELC tank should be of 100 litre capacity but should be suitable for handling maximum 1500 litre of fluid volume with pressure tested for 3 bar operating pressure.	
2	Filtration rating	5 MICRON	
3	Oil condition for ELC machine	ELC to be designed to operate for oil temperature maximum up to 80°C, moisture in oil maximum up to 400 ppm.	
4	Cleanliness level	The Electrostatic liquid cleaning machine is required to maintain the oil purity of the hydraulic system at NAS 8 or better at all time.	
5	Safety feature	Current overload sensing and tripping for HVT, Current overload tripping for motor, Tank lid limit switch, Audio-visual signals for any malfunction of ELC machine and Float switch for safety of oil level.	
6	Pump make & flow rate	Renown manufacturer with normal flow rate of 10 to 12 LPM and operating pressure from 1.0 to 3.0 kg/cm ²	
7	Electric motor	Renown manufacturer with 3 phase flame proof	
8	Lube oil viscosity	Viscosity of lube oil/hydraulic oil varies from ISO VG 32 to ISO VG 320.	
9	Additional features	There should be a Bag Filter Housing fitted at the discharge of the pump of the ELC machine of suitable capacity for additional protection.	

3. SPECIAL CONDITIONS OF CONTRACT

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- a. The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, Specifications, Drawings, Design Basis, Data Sheets and any other documents forming part of the contract, wherever the context so requires.
- b. The following details should be marked indelibly on the ELC machine: Name of the Manufacturer with distinctive logo, Model Number, Serial No. and Year/Date of Manufacture.
- c. Supplier has to supply 01 set of spare collector free of cost along with ELC machine.
- d. Special tools and tackles (if required) should be supplied free of cost along with ELC machine.
- e. Operation, Instruction and Maintenance Manual (in English) should be provided with the machine both in soft and hard copy.
- f. Supplier has to conduct Performance Test and the test shall be witnessed by BCPL.
- g. Any other items required for complete installation and commissioning of the ELC system shall be on supplier's scope.
- h. The intending supplier shall be deemed to have visited the site. Non-familiarity with site and Process Industry conditions will not be considered a reason either for extra claim or for not carrying out job in strict conformity with drawings, specifications or any other terms and conditions of the tender.
- i. The minimum technical details required for bidding has been incorporated in the detail Scope of Supply. However, if required, the bidder may refer further technical details by visiting the site at his own expense.
- j. Installation and commissioning of the ELC machine at site is in the supplier's scope and the cost of installation and commissioning shall be included in the quoted price.
- k. Supplier shall make his own arrangements for transportation of his personnel to the place of work, local conveyance and also bear all incidental charges. BCPL shall have no obligation in this respect.
- l. Delivery Period: The material should be delivered within a period of 03 months from the date of PO.

4. BCPL SCOPE OF SERVICES:

- a) BCPL will coordinate and assist the supplier during installation and commissioning of the ELC Machine at site.
- b) Necessary assistance of manpower required for carrying out the job will be provided by BCPL.
- c) Utilities required during installation, testing and commissioning will be provided by BCPL free of cost.

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- d) Heavy equipment like Hydra, Fork- lifts, Trolley etc. shall be provided by BCPL free of cost, if available for installation and commissioning work.
- e) Accommodation for maximum 02 nos. of persons shall be provided by BCPL free of cost in the BCPL guest house during installation and commissioning works.

5. WARRANTY:

It is an essential part of the contract that the supplier shall provide warranty of the system for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. During the warranty period following maintenance will be required to carry out by the supplier.

6. SPECIFIC INSTRUCTIONS TO CARRY OUT THE JOB :

- a) The installation and commissioning jobs are to be carried out under "Permit system" on receipt of the intimation from Site-in-Charge or Site Engineer. The supplier has to cross check for ensuring availability of "Safety Work Permit" duly signed by Process/Safety Personnel with mechanical Site-in-Charge or Site Engineer before starting the jobs. The supplier has to comply with all safety requirements for the execution of the job as per instructions of Plant Safety Officer/ "ENGINEER-IN-CHARGE". Supplier shall intimate the concerned S/I or site engineer after completion of job.
- b) The "Safety Work Permit" has to be returned to the "EIC" or his representatives after completion of the jobs.
- c) The supplier shall employ such workers who are above 18 years of age. All personnel employed by the vendor shall have sound health, good character and conduct. They shall be medically fit and fully competent to perform the work.
- d) The personnel deployed for carrying out the jobs shall be technically sound and up to the satisfaction of "EIC". BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline. If any replacement is sought by "EIC", the same shall have to be arranged by the vendor within 24 Hours or as per instruction of "EIC". In case of any dispute the decision of "EIC" shall be final and binding.
- e) All tools and materials shall be brought by the supplier to the work site through covering note to be submitted in three copies. One copy of the covering note shall be delivered to the security staff, one copy to the EIC and the third copy shall be retained by the supplier after Verification by the security staff at the plant gate.
- f) Normal working hours shall be considered from 8:30 am to 5.00 pm with half an hour lunch break and normally work shall be carried out on working days (Monday to Saturday).
- g) The supplier shall ensure that all his workmen shall use the required Personal Protective Equipments (PPEs) while on job such as i) Safety Helmet, ii) Safety Belt (Confirming to latest relevant IS Standards), iii) Eye Shields / Goggles & Face protecting equipment's, iv) Hand Gloves and aprons, v) Safety Shoes, vi) Any other as per nature of the job.

7. ENTRY PASSES:

- a) The supplier shall familiarize himself with the security systems of BCPL and shall act in accordance with the security rules of the company.
- b) The persons deployed by the supplier for installation and commissioning work must have valid photo identity card issued by their company.

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8. GATE PASSES:

To bring materials/equipments/tools, etc. inside the plant for installation and commissioning work, the supplier has to produce challan/proper documents to the BCPL/CISF Security personnel at gate. The materials shall be checked thoroughly by the BCPL/CISF Security personnel at Gate and recorded in their register before allowing any material to bring inside the plant by the supplier. It is supplier's responsibility to see that the recorded entry no., date, signature of owner's authorized representative with stamp challans/supporting documents signed by company's personnel at gate during entry.

9. RESPONSIBILITIES / GUIDELINES TO BE ADHERED BY THE CONTRACTOR TO VARIOUS LABOUR LEGISLATIONS / INDUSTRIAL LAWS:

- a) The contractor/supplier shall be solely responsible for safety of the workers engaged by him. The persons deployed at site by the supplier/contractor must have covered under Workmen Compensation Policy or Accident Policy.
- b) In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc., to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities. However, medical facilities "FIRST AID" to the extent available in BCPL First Aid Centre shall be provided free of cost, if required.

A. WARRANTY

It is an essential part of the contract that the supplier shall provide warranty of the system for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. During the warranty period following maintenance will be required to carry out by the supplier.

B. SPECIAL CONDITIONS OF CONTRACT

1. Vendor has to ensure dimensional accuracy of the Filter elements in the housing; failing which, Vendor has to replace the Elements at their risk and cost and ensure proper fitment.
2. Vendor may take necessary measurements of housing to ensure proper fitment of elements after receipt of the Purchase Order.

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SECTION-VI

SCHEDULE OF RATES [SOR]



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SCHEDULE OF RATES (SOR) – UN- PRICED BID

(BIDDER TO MENTION AS "QUOTED" IN UN-PRICED SOR)

TENDER NO: BCPL/C&P/LE17C024ND/01155

SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

Item No.	Material Code	Material Description	Offered Make	HSN Code of Material/ SAC No.	UOM	QTY	Per Unit Price Ex-works [Including packing & forwarding, duties & excluding freight]		Per Unit Freight upto BCPL Site at Lepetkata Applicable on (H) only		Per Unit GST (CGST & SGST/UTGST or IGST) Mark (N) on the applicable one above. Applicable on (H+K) only		Per Unit Tax Input credit on GST (CGST & SGST/UTGST or IGST) as applicable		Per Unit FOT Site BCPL Lepetkata Basis (P=H+K+M)	Total FOT site BCPL Lepetkata Basis Amount Q=(P*G)
							(In numerical) Rs.	(In words) Rs.	%	Rs.	%	Rs.	%	Rs.	Rs.	Rs.
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	1861010021	Supply of ELECTROSTATIC LIQUID CLEANING MACHINE for cleanliness level of NAS 8 or better , 100 L Tank capacity should be suitable for handling max 1500 LTR fluid volume oil tem range 70-90			EA	1										
2	1861030011	BAG FILTER HOUSING - 4" X 10" LONG Carbon steel			EA	1										
3		Installation & Commissioning of ELC Machine			EA	1										

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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COLUMN-WISE TOTAL AMOUNT:		-----	---		---		---			
TOTAL AMOUNT (AFTER SUMMING UP COLUMN Q) IN FIGURE:										
TOTAL AMOUNT (AFTER SUMMING UP COLUMN Q) IN WORDS:										
Name of authorized person submitting the tender on behalf of the Bidder (s):										
Designation of authorized person:										
Name of firm / Contractor:										
Address of firm / Contractor:										
Date:										

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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SCHEDULE OF RATES (SOR) – PRICED BID

(BIDDER TO "QUOTE" IN PRICED SOR)

TENDER NO: BCPL/C&P/LE17C024ND/01155

SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

Item. No.	Material Code	Material Description	Offered Make	HSN Code of Material	UOM	QTY	Per Unit Price Ex-works [Including packing & forwarding, duties & excluding freight]		Per Unit Freight upto BCPL Site at Lepetkata Applicable on (H) only		Per Unit GST (CGST & SGST/UTGST or IGST) Mark (N) on the applicable one above. Applicable on (H+K) only		Per Unit Tax Input credit on GST (CGST & SGST/UTGST or IGST) as applicable		Per Unit FOT Site BCPL Lepetkata Basis (P=H+K+M)	Total FOT site BCPL Lepetkata Basis Amount Q=(P*G)
							(In numerical) Rs.	(In words) Rs.	%	Rs.	%	Rs.	%	Rs.	Rs.	Rs.
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	1861010021	Supply of ELECTROSTATIC LIQUID CLEANING MACHINE for cleanliness level of NAS 8 or better , 100 L Tank capacity should be suitable for handling max 1500 LTR fluid volume oil tem range 70-90			EA	1										
2	1861030011	BAG FILTER HOUSING - 4" X 10" LONG Carbon steel			EA	1										

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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3	Installation & Commissioning of ELC Machine			EA	1										
COLUMN-WISE TOTAL AMOUNT:							----	---		---		---			
TOTAL AMOUNT (AFTER SUMMING UP COLUMN Q) IN FIGURE:															
TOTAL AMOUNT (AFTER SUMMING UP COLUMN Q) IN WORDS:															
Name of authorized person submitting the tender on behalf of the Bidder (s):															
Designation of authorized person:															
Name of firm / Contractor:															
Address of firm / Contractor:															
Date:															

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”

TENDER NO.: BCPL/C&P/LE17C24ND/01155

BID SUBMISSION DUE DATE & TIME: 27.11.2017 at 14:30Hrs

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, Phone no. 0373 2914636.

FROM



TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

TECHNO-COMMERCIAL / UN-PRICED BID

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”



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CUT-OUT SLIPS

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

DO NOT OPEN – THIS IS A QUOTATION

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA"

TENDER NO.: BCPL/C&P/LE17C24ND/01155

BID SUBMISSION DUE DATE & TIME: 27.11.2017 at 14:30Hrs

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, Phone no. 0373
2914636.

FROM



TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

"Price Bid – PART - II"

.....

TENDER NO: BCPL/C&P/LE17C024ND/01155"SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA"



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CUT-OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

SUB: SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA

TENDER NO.: BCPL/C&P/LE17C24ND/01155

BID SUBMISSION DUE DATE & TIME: 27.11.2017 at 14:30Hrs

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, Phone no. 0373
2914636.

FROM



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

TENDER NO: BCPL/C&P/LE17C024ND/01155“SUPPLY, INSTALLATION AND COMMISSIONING OF 01 NO. ELECTROSTATIC LIQUID CLEANER (ELC) MACHINE FOR LUBE OIL AND HYDRAULIC OIL SYSTEM IN LLDPE/HDPE UNIT OF BCPL, LEPETKATA”