



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

(भारत सरकार का उपक्रम) / (A GOVERNMENT OF INDIA ENTERPRISE)

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

जिला: डिब्रूगढ़, असम / DISTT.: DIBURGARH, ASSAM

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732

(Tender to be submitted in **e-mode** only)

दिनांक / DATE – 11.07.2018

ई-निविदा दस्तावेज़ / e-TENDER DOCUMENT

FOR

"HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A:
UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA;
PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C:
BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.

प्री-बिड मीटिंग की तिथि व समय / Pre-Bid Meeting Date & Time	:	17.07.2018 at 15:00 Hrs
निविदा जमा करने की तिथि व समय / Tender Submission Date & Time	:	27.07.2018 at 14:30 Hrs
निविदा खोलने की तिथि व समय / Tender Opening Date & Time	:	28.07.2018 at 15:00 Hrs

निविदा शुल्क / Tender Fee	:	NOT APPLICABLE
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HAVE YOU QUOTED FOR PART-A

YES	NO
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HAVE YOU QUOTED FOR PART-B

YES	NO
-----	----

HAVE YOU QUOTED FOR PART-C

YES	NO
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ईएमडी मूल्य / EMD Amount	:	Sl. No.	QUOTED PART	AMOUNT (₹)
		(i)	PART-A	8,17,000
		(ii)	PART-B	8,24,000
		(iii)	PART-C	2,25,000

Bidder must specify the part quoted for during un-priced bid.

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महत्वपूर्ण निर्देश / IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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

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अक्सर पूछे जाने वाले प्रश्न / FREQUENTLY ASKED QUESTIONS [QUESTIONS AND ANSWERS]

Sl. No.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable?	No, Bids shall be submitted only through e-tender mode in the E-TENDER PORTAL in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	In case of Domestic e-Tender, whether there is sale of Tender Document?	Sale of tender document is not applicable. However, Tender fee shall be applicable in case of open tender.
4	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
5	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer instructions for participation in E-Tender & ITB Section of Tender Document.
6	In case of e-tender, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in e-tender portal by the bidder?	Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in BCPL within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder.
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7 days of bid opening, whether bid will be accepted or not ?	No
8	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 21.05.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible

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Sl. No.	QUESTIONS	ANSWER
		stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy". (ii) There is no exemption in submission of SD (Security Deposit).
9	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
10	Whether Late bid can be considered?	No
11	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
12	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
13	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
14	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
15	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
16	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
17	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.
18	Which Operating System, bidder to opt for uploading of E-bid in e-Tender portal of BCPL?	Bidder must possess a PC / Laptop with Windows7 professional operating system and Internet Explorer 9 or above for hassle free bidding. PC Security System to be changed /adjusted as per Ready reckoner available in home page of e-tender portal

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PS: The following documents in addition to uploading in the bid on BCPL's E-Tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in E-Tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet (BDS):-

- i) Demand Draft towards Tender fee (if applicable)
- ii) EMD/Bid Security (if applicable)
- iii) Power of Attorney



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विषय – सूची
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भाग – I
SECTION – I

बोली हेतु आमंत्रण (आईएफबी)
INVITATION FOR BIDS [IFB]

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SECTION - I INVITATION FOR BID [IFB]

To,

Dated: 11.07.2018

PROSPECTIVE BIDDERS

SUB: HIRING OF “AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS”

E-Tender No.: BCPL/C&P/CO18W074BB/732

Dear Sir/Madam,

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

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract will be valid for a period of 02 (two) years from the date mentioned in LOI/LOA. The Contract may be extended by BCPL for further 6 months on same rate, terms & conditions.		
II	TENDER FEE	:	Not Applicable		
III	EARNEST MONEY DEPOSIT (EMD)	:	Sl. No	QUOTED PART	AMOUNT (Rs.)
			(i)	Part-A	8,17,000
			(ii)	Part-B	8,24,000
			(iii)	Part-C	2,25,000
			Bidder(s) can quote for ONE or more than ONE PART(s). In case a bidder quotes more than ONE PART, then the EMD value shall be on cumulative basis considering all quoted parts which the bidder shall be required to submit along with the bid.		
IV	BID DUE DATE & TIME	:	27.07.2018 upto 14-30 Hrs		
V	OPENING OF UNPRICED BID	:	28.07.2018 at 15-00 Hrs.		
VI	VALIDITY OF OFFER UPTO	:	26.10.2018		
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.		
VIII	MODE OF TENDERING	:	Open Domestic Competitive e-Bidding (Under Two Bid System Basis). Tender shall be uploaded at NIC e-Tender portal (CPPP): http://eprocurement.gov.in/ and also to be uploaded at GAIL's/BCPL's/NIC CPP		

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			website/ GeM Portal along with intimation to the prospective bidders
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	17.07.2018 at 15.00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 The following documents in addition to uploading in the bid on BCPL's e-tendering website shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-
 - i) Demand Draft towards Tender fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://etenders.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites & will not be published on any other Media/Press. Bidders are requested to visit above websites regularly to keep themselves updated.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled on **17.07.2018 at 15.00 HOURS** in **Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Dist.: 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 contact Manager (C&P), Phone No. 0265 2914636; Email ID: bhaskar.barman@bcplindia.co.in

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[B J Barman]
Manager [C&P]
Ph: +91-0373-2914636; +91-9954195756
E-mail: bhaskar.barman@bcplindia.co.in

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भाग – II
SECTION – II

बोली मूल्यांकन मानदंड (बीईसी)
और
मूल्य बोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.1 BEC- Technical: (as a single bidder)

1.1.1 The bidder must have **executed & completed** at least one (01) single work order/contract/Agreement of “**similar nature of work**” having minimum value & area of experience as shown in the table given below in previous seven (07) years to be reckoned from the due date of unpriced bid opening.

Table-I

Sl. No.	Brief Description	<u>PART-A</u> Area-1 comprising of upstream plants (GSU/ECU), downstream plants (LLDPE/HDPE/PP Units), Workshop and CPP.	<u>PART-B</u> Area-2 comprising of offsite plants and units and GDU Duliajan.	<u>PART-C</u> Area-3 comprising of BCPL and CISF Township
		Area of Experience In : Petrochemical Plant/ Fertilizer Plant / Petroleum Refinery/ Chemical Plant / Power Plant/ Gas Processing Complex/ LPG Plant/Gas Processing Terminal in India.		Area of Experience In: Petrochemical Plant/ Fertilizer Plant / Petroleum Refinery/ Chemical Plant / Power Plant/ Gas Processing Complex/ LPG Plant/Gas Processing Terminal/Industrial Township/ residential Township in India.
1.1				
01	Minimum executed/ completed VALUE of work in One Single Work Order	Rs. 102.00 Lacs	Rs. 102.99 Lacs	Rs. 28.16 Lacs

Note 1:

- Bidder(s) shall be required to submit the documents in respect of above experience criteria as per details at sl. no. 1.3 below.
- Definition of “**similar nature of work**”:
i) Electrical Operation and Maintenance Work, OR ii) Electrical Construction Work, OR iii) Electrical

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Work during Erection/ Commissioning/ Pre-commissioning, OR iv) Electrical Maintenance Work during Plant shutdown” .

- c) Bidder(s) can quote for ONE PART or more than ONE PART(S). However, in case a bidder quotes for more than ONE PART(S), the requirement of **minimum qualifying VALUE completed/executed in One Single Work order/Contract/Agreement** will be on **cumulative basis** and in such case the Bidder is required to submit **EMD on cumulative basis**.
- d) If the work order(s)/contract(s)/Agreement(s) submitted by the bidder along with the bid to comply BEC clause no.1.1.1 & 1.1.2 is of composite nature having electrical, civil, instrumentation, mechanical etc, in such case, the executed value other than the **‘similar nature of work’** as mentioned above at sl. no. (b) shall not be considered for qualification of bidder.
- e) The experience acquired by a bidder for Project Management Consultancy (PMC) job cannot be considered for qualifying the experience of BEC.

1.1.2 In case of running contract for ‘similar nature of works’ as mentioned at sl. no. 1.1.1 above, the contract **VALUE** executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed **VALUE** mentioned above at BEC clause no. 1.1.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant.

1.1.3 The bidder must have **valid electrical contractor license** issued by the concerned statutory Authority.

Note 2:

- a) **Original work/service order/contract and its completion/execution certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.**

1.1.4 Relaxed Norms for Startups in prior experience criteria:

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

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India and the certificate should be certified by the Chartered Accountant (not being an employee or a



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Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.

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

However, valid Electrical Contractor license as specified in BEC clause no. 1.1.3 shall be applicable.

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

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

1.2.1 **TURN OVER:**

The **annual turnover** of the bidder must have **minimum value** as shown in the table as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years ending on 31st March '2018, i.e **FY: 2017-18, 2016-17 & 2015-16.**

Table-II

Sl. No.	Brief Description	PART-A	PART-B	PART-C
01	Minimum Value of Turn Over	Rs. 102.00 Lacs	Rs. 102.99 Lacs	Rs. 28.16 Lacs

1.2.2 **NET WORTH:**

Net Worth of the bidder should be **positive** as per the **last audited financial statement**, i.e. **FY: 2017-18.**

1.2.3 **WORKING CAPITAL:**

The bidder should have **minimum working capital** of value as shown in the table given below as per the last audited financial statement, i.e **FY: 2017-18.**

Table-III

Sl. No.	Brief Description	PART-A	PART-B	PART-C
01	Minimum Value of Working Capital	Rs. 20.41 Lacs	Rs. 20.59 Lacs	Rs. 5.63 Lacs

Note:

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- i) In case bidder quotes for **more than one part**, the requirement criteria for Annual Turnover and Working Capital shall be **on cumulative basis** and NET WORTH shall be POSITIVE.
- ii) If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per **Format, F-15** having net worth not less than **Rs.100 crores**, confirming the availability of line of credit to cover the inadequacy of working capital to meet the working capital requirement as mentioned above at **BEC clause no. 1.2.3** (Format specified in tender document).
- iii) Bidder has to upload / submit the audited financial results for the immediate 3 preceding financial years **as per BEC clause no. 1.2.1 i.e. FY: 2017-18, 2016-17 & 2015-16**.
- iv) In case, audited financial results (Balance sheet and profit & Loss account statement) of **FY: 2017-18** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2017-18 i.e. FY: 2016-17, 2015-16 & 2014-15**.

1.2.4 Relaxed Norms for Startups in financial criteria:

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

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

However, net worth & working capital requirement as specified in BEC clause no. 1.2.2 & 1.2.3 shall be applicable.

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

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

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

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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			<i>equivalent</i> should have been issued by the end-user/owner/authorized consultant.
3	1.1.3	Valid Electrical Contractor license	a) Bidder to upload/submit copy of valid license issued by the concerned statutory Authority.
4	1.1.4	Experience against Startup Company	a) Bidder to upload / submit the copy of valid 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.
	1.2	Financial Experience Criteria- Document [All audited financial statements/documents (balance sheet and profit & loss account statement under 1.2.1, 1.2.2 & 1.2.3 of above BEC) to be uploaded(submitted) must be <u>duly Certified/attested by Notary public with legible stamp</u>]	
4	1.2.1	Annual Turn-over	Bidder(s) shall submit/upload copy(s) of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. FY: 2017-18, 2016-17 & 2015-16. In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2017-18 i.e, (FY: 2016-17, 2015-16 & 2014-15).
5	1.2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2017-18. In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of

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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			immediately preceding financial year prior to FY: 2017-18 i.e, FY: 2016-17 .
6	1.2.3	Working capital	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) for the last audited Financial Year, i.e. FY: 2017-18. In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 is not available on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2017-18 i.e, (FY: 2016-17, 2015-16 & 2014-15). If the bidder's <u>working capital is negative or inadequate as per BEC clause no. 1.2.3</u>, the bidder shall submit/upload a letter from the bidder's bank as per Format, F-15 having net worth not less than Rs.100 crores, confirming the availability of line of credit to cover the inadequacy of working capital to meet the working capital requirement as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document).
7		Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 enclosed duly signed and stamped by a Chartered Accountant only .

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

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

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- ii) Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.
- iii) **The cut-off date for meeting the criteria of BEC of the tender shall be the due date for unpriced bid opening.**

2.0 **Methodology for Evaluation of Bids & Award:**

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

2.2.1 The evaluation of bid(s) shall be done on **Part wise** basis independently considering all SOR items of individual **Parts**. Total quoted price excluding GST of all the Techno-Commercially Acceptable Bidder(s) shall be considered for arriving at the L1 bidder for award.

2.2.2 Bidder can quote for any one PART or more than one PART or for all PART(s). **The bidder should clearly indicate the PART(s) against which they are submitting their Bid by specifying in their covering letter as well as marking in Blank SOR with 'Quoted/ Not quoted'.** Bidders shall submit EMD amount accordingly (on cumulative basis, if quoting for more than one PART). Parts (s) for which EMD is not submitted shall not be considered for evaluation barring exempted category of bidder.

2.2.3 If a bidder happens to be Lowest in more than one PART(s) but has qualified only for one or more than one of the PART(s) and not all the quoted PART(s), award of Contract will be based on "Least Cost to BCPL" basis, PART wise, as the case may be. Once certain PART(s) are awarded to such L1 bidder (On Least Cost to BCPL basis), the bidder ceases to be lowest bidder for the remaining PART(s). The award of remaining PART(s) on other bidders should not be considered as award on L2, L3,...bidder. **Part-A & Part-B shall not be awarded to a single bidder, however bidder to indicate the preferred part (either Part-A or Part-B) in the bid itself, accordingly the bid shall be evaluated.**

2.2.4 BCPL's decision in this regard shall be final and binding on the bidder.

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

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

2.4 In case of **a tie** at the lowest bid (L1) position between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year, **2017-18**. In case, audited financial result

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(Balance sheet and profit & Loss account statement) of FY: 2017-18 is not audited on the due date of 'submission of bid/bid closing date', in such case audited financial result (Balance sheet and profit & Loss account statement) FY: 2016-17 shall be considered.

- 2.5 In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is having highest working capital as compared to other(s).
- 2.6 In case, there is **a tie** at the lowest bid (L1) position between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year, **2017-18 duly certified by Chartered accountant**. In case, audited financial result (Balance sheet and profit & Loss account statement) of **FY: 2017-18** is not audited on the due date of 'submission of bid/bid closing date', in such case audited financial result (Balance sheet and profit & Loss account statement) **FY: 2016-17** shall be considered.
- 2.7 Startups are exempted from submission of **EMD**.
- 2.8 **CPBG: The following CPBG clause shall be incorporated in tender document,**
- 2.8.1 The contract performance security shall be 10% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.
- OR
- 2.8.2 The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of Annualized basic Contract value and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized basic Contract value of Annualized basic Contract value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period.
- 2.9 **PPP Policy 2012:**
- Considering the nature of job, splitting of quantities will not be possible 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 of L1 (other than MSE) + 15%, may be awarded for full/ complete services of tendered value subject to matching of L1 price as per ITB of tender document. In case two or more MSE bidders comes within the price band of L1 + 15%, the preference to match the L1 rate shall be given in sequence of their inter-se position (L2, L3... and so on).

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NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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

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भाग – III
SECTION – III

बोलीदाताओं के लिए निर्देश (आईटीबी) और
प्रारूप (बोली-प्रक्रिया डेटा पत्रक (बीडीएस)
के साथ पढ़ा जाए)

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



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41. AHR ITEMS
42. VENDOR PERFORMANCE 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
51. CHECK MEASUREMENT

[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: ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. ANNEXURE-IV: **BIDDING DATA SHEET (BDS)**

[H] **FORMS & FORMATS**

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

[A] – GENERAL

1. SCOPE OF BID

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

2. ELIGIBLE BIDDERS

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

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

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

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

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

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



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

6. SITE VISIT

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

[B] – BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

- 7.1. The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
- Section-I : Invitation for Bid [IFB]
 - Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
 - Section-III : Instructions to Bidders [ITB] Annexure

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Forms & Format

- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC] & Scope of Work [SOW]
- Section-VI : Health, Safety and Environment [HSE] Specifications
- Section-VII : Schedule of Rates [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 and accepted by the Bidders. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8. CLARIFICATION OF BIDDING DOCUMENTS

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

9. AMENDMENT OF BIDDING DOCUMENTS

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

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[C] – PREPARATION OF BIDS

10. LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

11.1. Bids are invited under e-tendering Two Bid system. Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <https://www.eprocure.gov.in>. **Bids submitted manually shall be rejected, the bids must be submitted on BCPL's E-tendering website as follows:-**

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

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

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

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- (t) Tender fee (wherever applicable) and
- (u) Copy of Power of Attorney

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

However, bidders must submit the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney and any other documents specified in the bidding documents to address mentioned in IFB, in a sealed envelope, super scribing the Tender details & number within 7 days from the date of un-priced bid opening.

***The Original Bid Security/ EMD, copy of which has been uploaded, must be received within 7 days from the date of un-priced bid opening, failing which the bid will be rejected notwithstanding the fact that a copy of EMD/ Bid Security was earlier uploaded by the bidder. In the event bidder fails to upload a copy of the same EMD/ Bid Security in his e-bid and hard copy of same has also not been received as on the date & time of bid submission, the bid shall be summarily rejected. Pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder. Refer Annexure-I for E-tendering. In e-tenders, bids need to be digitally signed by the person holding power of attorney.**

11.1.2. FOLDER-II: Price Bid

- i) The Prices are to be filled strictly in the Schedule of Rate (SOR: Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the 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



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revised prices failing which the bid will not be considered for further evaluation.

- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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

12. SCHEDULE OF RATES / BID PRICES

- 12.1. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST&SGST/UTGST or IGST)**.
- 12.2. Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3. Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4. All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST&SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST&SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6. The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.

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12.7. Further, Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

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

13.1. Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST&SGST/UTGST or IGST)** is applicable.

13.2. Quoted prices should be inclusive of all taxes and duties, except **GST (CGST&SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST&SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

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

13.3. In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/ UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

13.4. In case of statutory variation in **GST (CGST&SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

Beyond the contract period, in case BCPL is entitled for input tax credit of **GST (CGST&SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST&SGST/UTGST or IGST)** on supply and on incidental services, shall be to BCPL's account.

Claim for payment of **GST (CGST&SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST&SGST/UTGST or**



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IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

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

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

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

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

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

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

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

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

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

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

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

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

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

13.10. **Anti-profiteering clause**

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

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

14. **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

15. **BID VALIDITY**

- 15.1. Bids shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 15.2. In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified 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



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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:**

Sl. No.	QUOTED PART	AMOUNT (Rs.)
(i)	Part-A	8,17,000/-
(ii)	Part-B	8,24,000/-
(iii)	Part-C	2,25,000/-

Bidder(s) can quote for ONE or more than ONE PART(s). In case a bidder quote more than ONE PART, then the EMD value shall be on cumulative basis considering all quoted parts which the bidder shall be required to submit along with the bid.

Not Applicable For startup

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

- 16.1. Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque'[in favor of Brahmputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 16.2. The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3. BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5. **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**

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- 16.6. The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7. Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38",
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8. In case Bid Security is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'.
- 16.9. **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.
- 17. PRE-BID MEETING (IF APPLICABLE)**
- 17.1. The Bidder(s) or his designated 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 and give hands-on e-tendering.
- 17.3. Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.



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18. FORMAT AND SIGNING OF BID

- 18.1. The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2. The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3. **All documents to be digitally signed and to be uploaded as detailed in addendum to ITB.**

19. ZERO DEVIATION AND REJECTION CRITERIA

- 19.1. ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BCPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 19.2. **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price
 - (b) Earnest Money Deposit / Bid Security
 - (c) Specifications & Scope of Work
 - (d) Schedule of Rates / Price Schedule / Price Basis
 - (e) Duration / Period of Contract/ Delivery Schedule
 - (f) Period of Validity of Bid
 - (g) Price Reduction Schedule
 - (h) Contract Performance Bank Guarantee / Security Deposit
 - (i) Guarantee / Defect Liability Period

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- (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.
- (m) If any bidder found to be quoted 'zero' or '(-)ve' value in SOR sl no 16 of PART-A, PART-B & PART-C. Bidder to provide undertaking as per format - 19.
- (n) If the participative bidder has any outstanding towards provident fund contribution against any worker (except for the preceding two months from the date of publication of this tender) engaged in the contracts already executed/ contracts being executed in any organization. Bidder to provide undertaking as per Format -20.

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

20. **E-PAYMENT**

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

ID] – SUBMISSION OF BIDS

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

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

22. **DEADLINE FOR SUBMISSION OF BIDS**

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

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23. **LATE BIDS**

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

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

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

24. **MODIFICATION AND WITHDRAWAL OF BIDS**

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

- 24.1.1. For E- TENDERING, the bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.
- 24.2. **No bid shall be allowed to be withdrawn/modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 24.3. The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 24.4. In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

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[E] – BID OPENING AND EVALUATION

26. BID OPENING

26.1. *Unpriced Bid Opening:*

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

26.2. *Priced Bid Opening:*

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

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

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

27. CONFIDENTIALITY

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

28. CONTACTING THE EMPLOYER

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

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

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29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

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

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

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

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

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

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

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

30. CORRECTION OF ERRORS

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.



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

[F] – AWARD OF CONTRACT

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

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"Notification of Award"/"Fax of Intent [FOI]"/"Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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

37. **SIGNING OF AGREEMENT**

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

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

- 38.1. Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract.
- 38.2. **The contract performance security shall be for an amount equal to 10% of Total Order / Contract Value (exclusive of GST) OR Initial security deposit (ISD) @ 2.5% of Total Order / Contract value (exclusive of GST) within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Order / Contract (exclusive of GST) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment and same must be valid for 3 months beyond the contract period.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST.

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

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letterhead. This bank guarantee shall be valid for a period of three months beyond the delivery schedule as specified in Bid Data Sheet (BDS).

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

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

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

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

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

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

40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 40.1. Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 21.05.2012

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proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

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

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

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

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

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

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

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

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



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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

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

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

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

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

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

42. VENDOR PERFORMANCE EVALUATION PROCEDURE

Shall be as stipulated Annexure II to ITB herewith.

43. INCOME TAX & CORPORATE TAX

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

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

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

43.4. MENTIONING OF PAN NO. IN INVOICE/BILL

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



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

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

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

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

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

- 45.1. Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 45.2. Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3. In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully

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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 Brahmputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7. The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8. The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46. BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

In case of LOA/Contract	In case of PO
HOD/EIC (Indenting/User Department) M/s Brahmputra Cracker and Polymer Limited (A Government of	HOD (C&P) M/s Brahmputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative

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India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.	Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.
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47. TRANSPARENCY

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

48. SALE OF BID DOCUMENTS

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

49. SUBLETTING & ASSIGNMENT

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

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

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

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

51. CHECK MEASUREMENT

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

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

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- a. Site-In-Charge/Site Engineer will check 100% measurements of executed work.
 - b. EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work.
 - c. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
- 51.2. Where PMC is EIC (e.g Project Construction):
- a. PMC will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - c. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
- 51.3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
- a. Third Party Inspector will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
 - c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
 - d. An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.
- 51.4. OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.
- 51.5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
- 51.6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.
- 51.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."
52. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.



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

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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:
- a) Whether the management is common;
 - b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
 - c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.



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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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



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

B.2.2 Period of Banning

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

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

C. Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

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D.2 Suspension Procedure:

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

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

D.3 Effect of Suspension of business:

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

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



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Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

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

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Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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



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

3.1. FOR PROJECTS

- Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- 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.
- 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

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

(A) Where Performance rating is “POOR”:

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

- Poor Performance due to reasons other than Quality : **One Year**
- Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**
- 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.



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

(B) Where Performance rating is "FAIR":

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is "POOR"

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

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**



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- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence: **Three Years**

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

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

- (B) Where Performance rating is "FAIR"

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

4.0 EXCLUSIONS:

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

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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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



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

6.3. Effect on other ongoing tendering:

6.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

6.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

6.3.3 After opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

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

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

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

9.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of Holiday order.

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

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

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

10.0 ERRANT BIDDER

In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of



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bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

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

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



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Annexure-I

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

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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)	Up to 3 months	Before CDD	40
		Delay up to 4 weeks	35
		Delay up to 8 weeks	30
		Delay up to 10 weeks	25
		Delay up to 12 weeks	20
		Delay up to 16 weeks	15
		More than 16 weeks	0
b)	Above 3 months	Before CDD	40
		Delay up to 4 weeks	35
		Delay up to 8 weeks	30
		Delay up to 10 weeks	25
		Delay up to 16 weeks	20
		Delay up to 20 weeks	15
		Delay up to 24 weeks	10
		More than 24 weeks	0

1.1 QUALITY PERFORMANCE 40 Marks

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

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



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1.3 RELIABILITY PERFORMANCE 20 Marks

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

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Annexure-II

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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Signature of
Authorised Signatory:

Name:

Designation:

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Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.1 QUALITY PERFORMANCE 40 Marks

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

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

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1.3 RELIABILITY PERFORMANCE

20 Marks

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

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ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

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

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

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

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

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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

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3.1 PC/Laptop with Windows OS, Internet Explorer:

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

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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

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

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

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Login E-Mail ID cannot be changed.

3.6 About Digital Signature:

(I) What is a Digital Signature?

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

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

(II) Why Digital Signature is required?

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

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

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

Digital Signatures can be obtained using following steps:

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

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

1. <http://www.ncodesolutions.com>
2. <http://www.sifycorp.com>
3. <http://www.tcs-ca.tcs.co.in>
4. <http://www.e-mudhra.com>

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5. <http://www.nicca.nic.in>

6. www.idrbtca.org.in

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

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

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

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

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

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

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

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

Note:

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

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

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

8.2 Priced Bid:

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

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

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

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

10. Submission of documents:

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

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11. Last date for submission of bids:

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

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

12. Internet connectivity:

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

13. Help to Contractors:

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

14. FAQ:

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

15. e-Brochure:

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

16. DSC for Foreign Bidders:

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

17. System Malfunction Procedure:

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

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18. IT Resources:

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

19. Form for DSC Deactivation for bidders:

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

20. Search Tender for Guest Users:

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

The screenshot displays the Central Public Procurement Portal (eProcurement) interface. The main navigation menu on the left includes options like 'Tenders by Location', 'Tenders by Organisation', 'Tenders by Classification', 'Tenders in Archive', 'Tenders Status', 'Cancelled Tenders', 'Downloads', 'Announcements', 'Regulations', and 'Site compatibility'. The 'Tenders by Location' option is highlighted with a blue arrow pointing to a large button on the right side of the page labeled 'Tenders by Location'. Other buttons on the right include 'Tenders by Organisation', 'Tenders by Classification', and 'Tenders in Archive'. The main content area shows a 'Welcome to eProcurement System' message and a table of 'Latest Tenders' with columns for Tender Title, Reference No., Closing Date, and Bid Opening Date. A 'Tender Search' button is also visible in the top right corner.

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21. Check list / Quick View Summary:

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

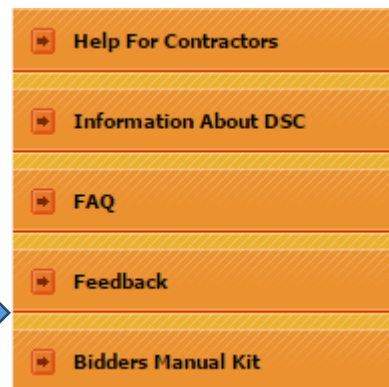
For various queries, manual, FAQs and information may please refer the link
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In Help to contractor's users will get: **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal.**

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

In FAQ user will get various FAQ related to:

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

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

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

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

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8	Trouble Shooting	troubleshoot_document.pdf
9	BoQ Preparation Guidelines	BoQ_Help_Bidder_ItemRate.pdf
		BoQ_Help_Bidder_ItemWise_Tax.pdf
		BoQ_Help_Bidder_Percentage.pdf

HELP DESK (BCPL)

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

Mobile : 8811017320

Email : etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cphp-nic@nic.in

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ANNEXURE-IV

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

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/CO18W074BB/732				
1.1	The Employer/Owner is: M/s Brahmputra Cracker & Polymer Limited				
2.1	Name of the Contract: HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS"				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"> <tr> <td>APPLICABLE</td> <td> NO </td> </tr> <tr> <td>NOT APPLICABLE</td> <td> YES </td> </tr> </table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Brahmaputra Cracker & Polymer Ltd. payable at _____				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Mr. B J Barman, Manager, 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: bhaskar.barman@bcplindia.co.in;				

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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 four (4) months from final 'Bid Due Date'.
16	In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Brahmaputra Cracker & Polymer Ltd. , payable at _____
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22	The E-Tender No. of this bidding process is: BCPL/C&P/CO18W074BB/732
22.3	For <u>submission of EMD</u> only, the Owner's address is : Attention: Mr. B. J. Barman , 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

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

	2914636.Email id: Bhaskar.barman@bcplindia.co.in;					
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. 0373 2914636.Email id: bhaskar.barman@bcplindia.co.in; Date: 28.07.2018 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" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td> <td style="width: 50%; text-align: center;">NO</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;">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: State: Assam					
38	Contract Performance Security/ Security Deposit <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td> <td style="width: 50%; text-align: center;">YES</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;">NO</td> </tr> </table> Applicable: As specified in Section –II of tender document.		APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES					
NOT APPLICABLE	NO					
40	Public Procurement Policy for MSEs : <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">APPLICABLE</td> <td style="width: 50%; text-align: center;">YES</td> </tr> </table>		APPLICABLE	YES		
APPLICABLE	YES					

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

	<table border="1"><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table> Whether tendered item is non-split able or not-divisible : <table border="1"><tr><td>YES</td><td>☐</td></tr><tr><td>NO</td><td>☐</td></tr></table>	NOT APPLICABLE	☐	YES	☐	NO	☐
NOT APPLICABLE	☐						
YES	☐						
NO	☐						
41	<table border="1"><tr><td colspan="2">Provision of AHR Item :</td></tr><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table>	Provision of AHR Item :		APPLICABLE	☐	NOT APPLICABLE	☐
Provision of AHR Item :							
APPLICABLE	☐						
NOT APPLICABLE	☐						
Clause no. 27.3 of GCC	<table border="1"><tr><td colspan="2">Bonus for Early Completion:</td></tr><tr><td>APPLICABLE</td><td>☐</td></tr><tr><td>NOT APPLICABLE</td><td>☐</td></tr></table>	Bonus for Early Completion:		APPLICABLE	☐	NOT APPLICABLE	☐
Bonus for Early Completion:							
APPLICABLE	☐						
NOT APPLICABLE	☐						

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ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

फॉर्म और प्रारूप

FORMS & FORMATS

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP ETC.
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	BIDDER'S QUERIES FOR PRE BID MEETING
F-18	E-BANKING FORMAT
F-19	UNDERTAKING ON QUOTED PRICE
F-20	UNDERTAKING TOWARDS COMPLIANCE OF PROVIDENT FUND CONTRIBUTION
F-21	UNDERTAKING TOWARDS GST COMPLIANCE

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: **PART-A:** UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; **PART-B:** IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND **PART-C:** BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

E-1

BIDDER'S GENERAL INFORMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF “AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS”

E-Tender No.: BCPL/C&P/CO18W074BB/732

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

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

9	Website:	
10	Fax Number:	(Country Code) (Area Code) (Telephone No.)
11	ISO Certification, if any	{ If yes, please furnish details }
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN No.	[Enclose copy of PAN Card]
17	GSTIN	(Please submit copy of GST Registration Certificate)
18	SAC / HSN code	
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
21 (i)	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
21 (ii)	Whether MSE owned by SC/ST	(Bidder to submit documents as specified it ITB)
21 (iii)	UAM No. declared by MSE bidders on CPPP <i>[failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012]</i>	

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: **PART-A:** UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; **PART-B:** IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND **PART-C:** BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

22	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act/GST). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).	
23	Vendor Classification as per GST	Registered	
		Un-Registered	
	Mark (✓) on the applicable one.	Compound Scheme	
		PSU, GOVT	
		SEZ	

Place:
Date:

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

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-2

BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF “AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS”

E-Tender No.: BCPL/C&P/CO18W074BB/732

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-3

LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF “AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS”

E-Tender No.: BCPL/C&P/CO18W074BB/732

Dear Sir,

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

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

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date.

However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

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

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

E-4

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

SUB: HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS"

E-Tender No.: BCPL/C&P/CO18W074BB/732

Dear Sir (s),

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

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

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

We, the -----Bank at-----having our Head Office -----(Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Brahmputra 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 Tenderer.

This guarantee shall be irrevocable and shall remain, valid up to-----.[this date should be two (02) months beyond the validity of the bid] 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):

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS):

Attorney as per
Power of Attorney No. _____
Date: _____

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

**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.

.....



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

E-5

LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF “AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS”

E-Tender No.: BCPL/C&P/CO18W074BB/732

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.

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

E-6

"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS"

E-Tender No.: BCPL/C&P/CO18W074BB/732

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
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(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

E-7

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A:
UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA;
PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-
C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS"**

E-Tender No.: BCPL/C&P/CO18W074BB/732

Dear Sir,

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

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

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

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

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

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

**ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL
O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA;
PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF
TOWNSHIP" FOR A PERIOD OF TWO YEARS.**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS"

E-Tender No.: BCPL/C&P/CO18W074BB/732

Dear Sir,

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

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

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

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-9

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BCPL we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as BCPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Guwahati.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

.....

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-10

AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS"

E-Tender No.: BCPL/C&P/CO18W074BB/732

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.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable GST	
a	Applicable GST is	CGST+SGST/IGST (Please tick as applicable)
b	CGST+SGST	%age
c	IGST	
d	Cess (if any)	%age
e	Service Accounting Codes (SAC) has been submitted and mentioned in un-priced SOR	

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20	Confirm acceptance of Anti profiteering clause no. 171 of GST Act.	
21	Confirm that bidder has not quoted 'zero' or '(-)ve' value in SOR sl no.16 of PART-A,PART-B,PART-C Undertaking towards the same has been provided as per <u>format -19</u>	
22	Confirm that bidder has not any pending outstanding towards provident fund contribution against any worker (except for the preceding two months from the date of publication of this tender) engaged in the contracts already executed/ contracts being executed at Brahmputra Cracker And Polymer Limited & any other organization. Undertaking towards the same has been provided as per <u>format -20</u>	
23	Provide the parts for which bidder has quoted their rates Part-A: upstream, downstream, CPP & workshop of BCPL, Lepetkata; Part-B: IOP, Offsites of BCPL, Lepetkata & GDU-Duliajan and Part-C: BCPL township & CISF township for a period of 2 years	
	Bidder(s) can quote for ONE or more than ONE PART(s). In case a bidder quotes more than ONE PART, then the EMD value shall be on cumulative basis considering all quoted parts which the bidder shall be required to submit along with the bid.	
	In case bidder quotes for more than one part, the requirement criteria for Annual Turnover and Working Capital shall be on <u>cumulative basis</u> and NET WORTH shall be POSITIVE.	
24	a) Whether bidder falls under MSE Act.	
	If yes, Whether bidder is a MSE belonging to SC/ST category.	

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: **PART-A:** UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; **PART-B:** IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND **PART-C:** BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
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(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

	b) Whether MSE bidder has declared UAM no. on CPPP w e f 1st April'2018	
--	--	--

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS"

E-Tender No.: BCPL/C&P/CO18W074BB/732

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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 :



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-12

UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS"

E-Tender No.: BCPL/C&P/CO18W074BB/732

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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BIDDER'S EXPERIENCE

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS"

E-Tender No.: BCPL/C&P/CO18W074BB/732

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

Place:
Date:

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

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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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	Digitally Signing (in case of e-bidding) 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	Bid Security/ EMD		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)(Not Applicable in case of e-bidding)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vii	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
viii	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		

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7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
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DOCUMENTS & CERTIFICATION CHECKLIST

SL. NO.	DESCRIPTION	CHECK LIST			YES/NA	NO
1.a	EMD Value	Sl. No	QUOTED PART	AMOUNT (Rs.)		
		(i)	Part-A	8,17,000		
		(ii)	Part-B	8,34,000		
		(iii)	Part-C	2,25,000		
A	DD	DD No. _____ dated For Rs. _____			YES/NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS			YES/NA	NO
C	NSIC/DIC CERTIFICATE, EM PART-II/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB			YES/NA	NO
2.	TENDER FEE if applicable	DD of requisite amount UPLOADED			YES	NO
3.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED			YES	NO
3 (i)	Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)	a) Bidder must submit/upload the Copy of Order/LOA/Contract along with its detail SOR items & scope of work which has been executed towards similar nature of jobs as mentioned at clause no. 1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent against the Order/LOA/Contract submitted as mentioned at point "a" above, must be submitted. The Completion Certificate or equivalent must contain the detailed information like Order/ LOA/ Contract No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The Completion Certificate or equivalent should have been issued by the end-user/owner/authorized consultant.			YES	NO

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SL. NO.	DESCRIPTION	CHECK LIST	YES/ NA	NO
3 (ii)	<i>Experience against execution of running Rate / Maintenance Contract (As Stipulated in BEC 1.1.2)</i>	a) Bidder must submit/upload the Copy of Order/LOA/Contract along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at clause no.1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Execution Certificate or equivalent against Order/LOA/Contract for the running contract as mentioned at point “a” above must be submitted / uploaded clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned at clause no. 1.1.1 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The Execution Certificate or equivalent should have been issued by the end-user/owner/authorized consultant.	YES	NO
A	ORDER COPY	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
		Duly NOTARISED by Notary Public with legible stamp	YES	NO
B	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
		Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
		Duly NOTARISED by Notary Public with legible stamp	YES	NO
C	CERTIFICATE TOWARDS STARTUP ENTERPRISE REGISTRATION ISSUED BY DIPP, MINISTRY OF COMMERCE & INDUSTRY, GOI	Duly CERTIFIED by a CHARTERED ACCOUNTANT with Membership Number (not being an employee or a Director or not having any interest in the bidder's company / firm)	YES	NO
		Duly NOTARISED by Notary Public with legible stamp	YES	NO
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC			

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SL. NO.	DESCRIPTION	CHECK LIST	YES/ NA	NO
4(i)	Financial Documents – Turn Over (Not Applicable for Startup)	Uploaded Audited balance sheet and profit & loss account statement of any of the three (3) preceding Financial Year(s), i.e FY: 2017-2018, 2016-2017 & 2015-2016 meeting Turn over Financial Criteria as stipulated in BEC along with un-price bid. In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding 3 financial years prior to FY: 2017-18 i.e. FY: 2016-17, 2015-16 & 2014-15	YES/ NA	NO
4(ii)	Financial Documents – Net Worth & Working Capital	Uploaded AUDITED Balance Sheet and Profit & Loss Statement of FY: 2017-2018 meeting the NET WORTH & Working Capital Financial Criteria as stipulated in BEC. In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2017-18 i.e. FY: 2016-17.	YES	NO
A	Balance Sheet/s & Profit & Loss Statements as in 4(i), & 4(ii) above	Duly attested by Notary Public with legible stamp	YES	NO
B	Details of financial capability of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	YES	NO
C	In Case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, F-15) from the Bidder's bank having net worth not less than INR 1(one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/attested by Notary Public with legible stamp.	YES/ NA	NO
5.	Tender Document uploaded	Uploaded Unedited & Digitally signed ALONGWITH UNPRICED BID.	YES	NO

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SL. NO.	DESCRIPTION	CHECK LIST	YES/ NA	NO
6.	SOR (BLANK without price) MENTIONING WORD “QUOTED/NOT QUOTED” IN EACH ITEM RATE COLUMN	Uploaded Digitally signed scanned copy of EACH SOR (all 2 Parts) filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
7.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED & UPLOADED ALL	YES	NO
8.	FORM -19	Undertaking that bidder has not quoted ‘zero’ or ‘(-)ve’ value in SOR line item no. 16 of PART-A, PART-B, PART-C	YES	NO
9.	FORM -20	Undertaking that bidder has no outstanding towards provident fund contribution against any worker (except for the preceding two months from the date of publication of this tender) engaged in the contracts already executed/ contracts being executed at Brahmputra Cracker And Polymer Limited & any other organization.	YES	NO
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.				

Place:
Date:

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

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

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THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ, SECTION –II, CLAUSE NO. A.1 OF BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]

NB:

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

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

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

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D	4 th Order/ LOI/Contract	Description	Details [to be mentioned by the bidder]
D1		Name of Order issuing Agency/Client/Owner/Company	
D2		Order No. & Date	
D3		Brief Details/Name (Nature) of Supply	
D4		Contract/Order Value (in Rs.)	
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 (in Rs.) iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value (in Rs.)	

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

[PLEASE READ SECTION-II, CLAUSE NO. A.2 OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

- Format-16** (to be **submitted/uploaded**) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
- Audited Balance Sheet and Profit & Loss Statements (Submitted)** of FY: 2017-2018, 2016-2017 & 2015-2016 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be **duly signed and stamped** (duly certified /attested) by Notary Public with legible stamp and to be submitted.
- Bidder to Put 'tick mark' only** [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]

1.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED / UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. FY: 2017-2018, 2016-2017 & 2015-2016 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2017-2018 FY: 2016-2017 FY: 2015-2016 FY: 2014-2015 In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2017-18 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding 3 financial years prior to FY: 2017-18 i.e. FY: 2016-17, 2015-16 & 2014-15.	Yes / No Yes / No Yes / No Yes / No	

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1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2016-2017. Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ Email ID:_____	Yes / No Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-16 as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant:_____ Membership No. of Chartered Accountant_____	Yes / No	

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

(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

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FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions***

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Membership No.:

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISE TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be "Sale Value/ Operating Income"
 - (ii) **Working Capital** shall be "Current Assets less Current liabilities" and
 - (iii) **Net Worth** shall be Paid up share capital plus Free Reserves & Surplus less accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any.
5. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**

This certificate is to be submitted on the letter head of Chartered Accountant/CPA.



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BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISE TOWNSHIP FOR A PERIOD OF 2 YEARS.

E-Tender No.: BCPL/C&P/CO18W074BB/732

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 : _____

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISE TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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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 Brahmputra 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 Brahmputra 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)

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISE TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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UNDERTAKING ON QUOTED PRICE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS"

E-Tender No.: BCPL/C&P/CO18W074BB/732

Dear Sir,

We have not quoted 'zero' or '(-)ve' value in SOR line item 16 against any part (s) of the tender. If found the quoted price as 'zero' or '(-)ve' in above SOR items, our bid (s) may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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**UNDERTAKING TOWARDS COMPLIANCE OF PROVIDENT FUND
CONTRIBUTION**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A:
UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL,
LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-
DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A
PERIOD OF 2 YEARS"**

E-Tender No.: BCPL/C&P/CO18W074BB/732

Dear Sir,

We hereby confirm that M/s -----(Name of the bidder) has no outstanding provident fund contribution against any worker (except for the preceding two months from the date of publication of this tender) engaged in the contracts already executed/ contracts being executed by M/s -----(Name of the bidder) at any organization.

In case any information furnished in this regard is found false during evaluation of bids, the bid submitted by M/s -----(Name of the bidder) shall be liable for rejection.

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



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UNDERTAKING TOWARDS COMPLIANCE OF GST

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF SERVICES FOR OPERATION & MAINTENANCE ASSISTANCE CONTRACT FOR CARRYING OUT O&M ACTIVITIES IN GDU DULIAJAN OF BCPL FOR A PERIOD OF 2 YEARS"

E-Tender No.: BCPL/C&P/DU18W075ND/761

Dear Sir,

We hereby confirm that M/s -----(Name of the bidder) has complied with all the terms & conditions of GST along with filling of returns (GSTR 1 & GSTR 3B) up to preceding two months from the date of publication of this tender.

In case any information furnished in this regard is found false during evaluation of bids, the bid submitted by M/s -----(Name of the bidder) shall be liable for rejection.

.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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भाग – IV
SECTION – IV

संविदा की सामान्य शर्तें (जीसीसी)
GENERAL CONDITIONS OF CONTRACT (GCC)

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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

NIT/RFQ NUMBER: BCPL/C&P/CO18W074BB/732

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



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भाग – V
SECTION – V

**संविदा की विशेष शर्तें (एससीसी) और
कार्य स्कोप**

**SPECIAL CONDITIONS OF CONTRACT
[SCC]
& SCOPE OF WORK [SOW]**

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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SECTION - V
SPECIAL CONDITIONS OF CONTRACT (SCC)

ANNUAL MAINTENANCE CONTRACT FOR ELECTRICAL OPERATION AND MAINTENANCE ACTIVITIES AT BCPL, LEPETKATA AND GDU DULIAJAN FOR A PERIOD OF 2 YEARS.

1. GENERAL:

- a. Special conditions of contract shall be read in conjunction with the general conditions of contract, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- b. Notwithstanding the sub-division of the document into these separate sections and volumes, every part of the document shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- c. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnancies or variations in the Special Conditions of Contract and are not possible of being reconciled with the provisions of General Conditions of Contract.
- d. The work is to be carried out in “restricted area” and contractor will have to work strictly as per instruction of Engineer-In-Charge and obtain permission in standard format for every employee working for him, who are liable for physical check by competent authority as decided by Engineer-In-Charge at any time.
- e. The intending Bidder shall be deemed to have visited the site and gone through the GCC & SCC. Non familiarity with site conditions and unawareness of GCC & SCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.
- f. The work executed shall be to the satisfaction of Engineer In-Charge/ OWNER and contract rates shall include any Incidental and Contingent works charges so as to complete the work in all respect in prompt, efficient and workman like manner.

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISE TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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2. POINTS TO BE TAKEN CARE BY THE BIDDER WHILE QUOTING THE RATES:

2.1 Rates are not to be quoted for SOR item where only manpower services are being provided i.e SOR 1 in Part A, Part B & Part C

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

S.N	Wage component	Rates
A	Minimum wage	Minimum wages as notified by Central Government or State Government from time to time (whichever is higher).
B	PF Contribution including EDLI & Administrative Charges	Employer contribution @13.15% of wage
C	Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015	8.33% of wage (The same is to be paid to the contract workers during festival time by the contractor and proof of payment of bonus to be submitted).
D	Insurance policy coverage under Employee's Compensation Act	Employer contribution @4.75% of wage (as per ESI act)
E	Non-Statutory allowance @8% of basic wage	Employer contribution @8% of minimum wages
F	Revision in the minimum wages	As applicable
G	Leave wages as per factory Act/Rule or Shops & Establishment Act of respective states	11 Holidays including National & Festival Holidays per year and Annual leave with wages as per factory Act, 1948 i.e. 01 day Paid Leave for every 20 days work performed.
H	Uniform and PPEs in terms of Safety Provisions under Factories Act 1948 (for workers working in factories only).	Rs 3000/manpower/Year shall be reimbursed against the documentary evidence
I	Annual Health Check-up of the individual deployed manpower as per the Provision of Assam Factories Rule 1950.	Rs 500/manpower/year shall be reimbursed against the documentary evidence

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S.N	Wage component	Rates
J	Shift Allowances	Rs 20.0 for A & B shift and Rs 30.00 for C shift per manpower.
K	Maternity benefit to women contractor under Maternity Benefit Act 1961 where ESI Act 1948 is not applicable.	As per Maternity Benefit Act 1961 and Amendment 2016

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

For other SOR item of Part A(3 to 26), Part B(3 to 28)& Part C(3 to 17) ,contractor are advised to consider the above factor in arriving the rates of SOR item. No extra payment on account of above statutory allowances/components shall be made by BCPL, contractor has to bear the all the expenses.

2.2 The Contractor shall provide Uniform and PPEs to all the deployed manpower as per clause 14 of this SCC. Accordingly, the contractor shall take reimbursement from BCPL towards supply & distribution of mentioned Uniform and PPEs to the contract workers. Colour and specification of the uniform shall, however, be finalized in consultation with Engineer-in-charge / Site-in-charge / F&S representative. The ceiling limit for Uniform and PPEs is Rs. 3000/-manpower/year.

2.3 The Contractor has to undertake Health Check-up of all contract workers within 03 months as per the provisions of the Factories Act-1948 and Assam Factories Rules -1950 and rules made there under. The contractor shall submit health check-up report to EIC and shall take reimbursement from BCPL towards health check up to the contract workers. The ceiling limit for health check-up is Rs. 500/- per worker annually.

2.4 For quoting the rate for overhead & contractor profit (SOR Sl no.2 of PART-A, PART-B, PART-C -, the bidder shall consider the following:

- Deployment of the site in charge for contract management, manpower handling, records, statutory compliances etc.
- Contractor profit for deployment of manpower & overhead expenses towards payment of advance wages and statutory contribution/allowances etc.
- For skilled person in motor rewinding and maintenance work, Extra allowance @10% on the minimum wages shall be applicable. This shall be applicable in Part A of the contract and is applicable for 2 person.
- Tools and tackles to manpower deployed (clause 9 G).

All these factors should be considered while quoting this item. No variation in SOR rates against this shall be permitted till completion of the contract.

3. DURATION OF CONTRACT

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISE TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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The duration of contract shall be 2 year from the date of commencement of the contract unless, it is curtailed or terminated by BCPL earlier owing to reasons of deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or for any other reason or Non-compliance with any relevant labour laws or change in requirements of the BCPL or for any other reasons as stipulated in the contract to be entered into with successful bidder. The Contract may further be extended for a period of maximum six months on same rates, terms and conditions at the sole discretion of BCPL.

4. TERMS OF PAYMENT:

- a) The contractor shall raise monthly bill containing the SOR items and actual wages paid to the deployed manpower along with all reimbursable statutory payment and service charges for the actual deployment of manpower.
- b) Contractor shall submit the monthly RA bills before 7th of every month in triplicate to the Engineer-in-charge for Certification along with relevant documents such summary of bill, Invoices, measurement sheets, attendance details, wage sheet, proof for payment of wages, Bank challan in respect of deposit of employee's as well as employer PF and ESI contribution, Employee pension together with administrative charges Labour License, Statutory compliances as per labour laws. All Invoices shall be raised in accordance with various provisions under of taxation/rules etc. as **BCPL** shall avail the benefits under various statutes in force from time to time.
- c) Contractor will also ensure disbursement of monthly earned wages of the contract workers latest by 7th day of the succeeding month as per the payment of wages act 1936, irrespective of release of their RA bills.
- d) Payment shall be made by Finance Department, BCPL, LEPETKATA within 15 days of receipt of final bills complete in all respects.

5. PRICE BASIS:

- a. The quoted rate shall be firm and valid for the complete duration of the Contract. No escalation what-so-ever on any account shall be payable under the contract. Therefore the Contractor while submitting the bids against the subject contract should quote accordingly, to offset any future increase in the minimum wages of the labour/manpower & material cost during the period of the Contract.
- b. Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.
- c. Bidder should take care of taxes (if applicable) while quoting rates and should separately indicate rate of tax to be charged.

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6. MOBILIZATION PERIOD

Mobilization period of Fifteen (15) days shall be permissible for the start of work at BCPL Premises as per scope of work under this contract, with effect from the date of award of contract or intimation from EIC. However, the Contractor/Agency shall try to mobilize manpower/tools & tackles at site at the earliest. No mobilization advance shall be payable by BCPL on this account.

7. ENGINEER-IN-CHARGE'S STATUS:

The Engineer in charge shall look after general supervision and direction of the work. He shall be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all work, which does not conform to the tender document. The Engineer in charge reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute, the contractor may appeal to the Engineer-In-Charge whose decision shall be final and binding. He shall also be authorized to remove any person employed by contractor on disciplinary ground & if not found competent for the job.

8. WORKING AREAS

- Substation Nos. 01, 01A, 2,3,4,5,6,7,8,9,9A,10,11,12,13,14,15,16,17 and their associated Plant/Unit areas including GDU Duliajan Substation and all associated Plant/Unit Area Buildings.
- Product Warehouse, Central Control Room, Utility Control Room, Satellite Rack Rooms-1,2,3, Central Workshop, Auxiliary Fire Station Building, Main Fire Station Building, Central Warehouse, Lab Building, and any other Administrative and Utilities Buildings of BCPL, LEPETKATA including GDU Duliajan.
- Raw Water Intake facility, Naphtha Loading Railway Siding facility of BCPL LEPETKATA including the Gas Dispatch Unit at Duliajan and its associated utility buildings substations and unit areas.
- BCPL and CISF Township
- In addition to above areas, if required and instructed by EIC, contractor has to work in other areas of BCPL Lepetkata Plant locations in the state of Assam as and when required.

The overall BCPL Site, Unit/Working areas have been split into three parts and the **SOR Quantities to be executed are split accordingly as PART-A, PART-B & PART C. PART-A of the Work/Contract shall cater to jobs in AREA-1, while PART-B of the Work/Contract shall cater to jobs in AREA-2 and PART C (Area-3) for BCPL and CISF Township as detailed below.** Works/Manpower/Supply of materials shall therefore be

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executed/awarded separately as per Quantities indicated and overall scope of work against PART-A, PART-B & PART-C.

AREA- 1 for PART-A – This comprises of the following Areas/Units and any other work area as per directions of EIC.

- a) Upstream Plants- ECU/GSU and its associated substations SS-2, SS-6 and Control Rooms SRR-1 and any other areas as per directions of EIC.
- b) Downstream Plants- LLDPE/HDPE/ PP, Bagging Units and its associated substations SS3, SS4, SS5, Control Rooms(SRR-2, SRR-3), LLDPE/HDPE/PP Bagging Plants including Product Ware House etc. and any other areas as per directions of EIC.
- c) CPP Unit (Captive Power Plant) and its associated Substations, SS-1A, SS10 and any other areas as per directions of EIC.
- d) Workshop and Area Lighting Group and its associated works and any other areas as per directions of EIC.

AREA-2 for PART-B- This comprises of following OFFSITES AREA and GDU, DULIAJAN including the respective Substations, Control Rooms, Plant Buildings and any other work area as per directions of the EIC.

- a) OFFSITES-1- Comprising of CT-1(Cooling Tower), FWPH(Fire Water Pump House), RWTP(Raw Water Treatment Plant including Raw Water Reservoir Pump House), ETP(Effluent Treatment Plant), RAW WATER INTAKE FACILITY, NAPHTHA LOADING FACILITY(RAILWAY SIDING), ADMINSTRATIVE BUILDING/SS-14, SS-12, SS-7,SS-9, SS-8,SS-15,SS-16,SS-17,SS-13, CATALYST STORE,AFS(AUX. FIRE STATION), MFS(MAIN FIRE STATION), CHEMICAL WAREHOUSE AND ANY OTHER AREA AS PER DIRECTIONS OF EIC.
- b) OFFSITES-2 - Comprising of CT-2, N2 & AIR PLANT, AC SYSTEM OF COMPLETE PLANT, UCR & CCR, SS-1, SS-9A, SS-11, 132 KV SWITCHYARD, 33 KV OVERHEAD NETWORKS AND ANY OTHER AREA AS PER DIRECTIONS OF EIC.
- c) GDU Duliajan Unit of BCPL including all Plant Buildings, Substations and Electrical Installations therein.

AREA-3 for PART-C- This comprises of BCPL and CISF Township and associated 33kV substation.

9. OVERALL SCOPE OF WORK AND TOOLS/TACKLES, QUALIFICATION OF MANPOWER DEPLOYED.

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The Scope of work as per the SOR quantities shall be awarded separately for PART-A and PART-B and PART –C, SOR quantities as indicated. The work involves supply of manpower and execution of works as per SOR complying with relevant BIS standards and supply of miscellaneous spares/items of approved makes as per directions of EIC and specifications of the tender.

- a) **SOR Items 1** are proportionately distributed between PART-A, PART-B & PART-C of the Contract and shall be awarded/executed accordingly as per SOR Quantities indicated against each. This involves providing services in Round the Clock and in Normal Working Hours including Sundays/Holidays etc. as required for carrying out various Electrical Maintenance jobs , monitoring, supervision of all works as per conditions/specifications of the contract, at different locations/substations in 3 shifts of 8 hours each (Morning Shift (A) - 6.00 a.m. to 2.00 p.m., Evening Shift (B) – 2.00 p.m. to 10.00 p.m. and Night Shift(C) - 10.00 p.m. to 6.00 a.m. and during Normal Working Hours (8.30 a.m. to 5.00 pm) on all working days and holidays as per requirement of the work, specifications of the contract and directions of EIC as follows.
- b) Deployment of Manpower shall be done as per site requirement at respective Locations/Unit Areas/Substations, in Rotating shifts as well as Normal Working Hours(Day Shifts) and the job shall include but not be limited to attending all Preventive/Breakdown maintenance of the plant's Electrical equipment& lighting systems installed in different Units/Substations/Utility Buildings/Control Rooms etc. of BCPL LEPETKATA and GDU Duliajan Premises, as per specifications of the contract and directions of the EIC.

The tentative requirement of manpower is as mentioned below:

PART A (UPSTREAM, DOWNSTREAM, CPP & WORKSHOP)

S No.	Category of Manpower	Description of work	Man-days / year
1	Highly skilled	O&M work	1565
2	Skilled	O&M Work	10796
3	Semi-Skilled	O&M work	10170

PART B (IOP, OFFSITES, GDU DULIAJAN)

S No.	Category of Manpower	Description of work	Man-days / year
1	Highly skilled	O&M work	626
2	Skilled	O&M Work	11894
3	Semi-Skilled	O&M work	10016

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PART C (BCPL and CISE Township)

S No.	Category of Manpower	Description of work	Man-days /year
1	Highly skilled	O&M work	313
2	Skilled	O&M Work	2816
3	Semi-Skilled	O&M work	3129

- i) The manpower deployment at respective locations/units/areas shall be done in a phase wise manner as per requirement and directions of the EIC.
- ii) Each Semiskilled, Skilled & High Skilled Manpower deployed at Site shall be provided with **a set of tools and tackles** as per Sl No 9(g) for proper discharge of their duties. The cost incurred for providing the tools and tackles shall be deemed to be included in the contractor profit(Sl No 2 of SOR)
- c) **Other SOR Items**–The SOR Quantities are proportionately distributed between PART-A, PART-B & PART-C of the Contract and shall be awarded/executed accordingly as per SOR Quantities indicated against each. The Work includes execution of misc. works as per requirements at site and directions of EIC, as per standard Installation practice and specifications of the tender.

d) QUALIFICATION OF MANPOWER DEPLOYED

The assistance/services is to be provided by experienced and qualified personnel deployed by the contractor as follows. The persons deployed shall be assessed by the EIC for being suitable for the work assigned, prior to deployment.

- i. **Highly Skilled Manpower**- Persons having at least Diploma in Electrical Engineering (Minimum 3 year's duration) with at-least 3 years of Industrial Experience and working knowledge of safety aspects during regular operation and maintenance of a wide range of Electrical Equipment's used in Refineries/Petrochemical Plants/ Fertilizer Plants/Onshore-Offshore Oil and Gas Installation/Steel Plant/Cement Plant etc.
- ii. **Skilled Manpower**-
Electrician: Persons having undergone training of minimum 2 year duration in Electrician trade having valid Electrical Wireman & workmen permit License for Electrical Works with minimum 2 year experience in industry and working knowledge of safety aspects during regular operation and maintenance of a wide range of Electrical Equipment's used in Refineries/Petrochemical Plants/ Fertilizer Plants/Onshore-Offshore Oil and Gas Installation/Steel Plant/Cement Plant etc.

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Welder/Fitter- Persons having experience of minimum 5 years for carrying out miscellaneous welding work at different elevations as per requirement of the job at site and knowledge of safety aspects during regular operation and maintenance in Refineries/Petrochemical Plants/Fertilizer Plants/Onshore-Offshore Oil and Gas Installation/Steel Plant/Cement Plant etc.

In case of Motor winder /Motor Technician, person should have minimum 7 year experience in the field of motor repairing in reputed firm/workshop.

- iii. Semi-Skilled Manpower- Persons with working knowledge and safety aspect of Electrical equipment and their O&M having minimum 2 year experience in industry Refineries/Petrochemical Plants/ Fertilizer Plants/Onshore-Offshore Oil and Gas Installation/Steel Plant/Cement Plant etc.
- iv. Un-Skilled Manpower- Persons with sound mind and body who can carry out any work as assigned in industry with safety and can converse in the local language.

However if the EIC finds any of the contractor's representative/manpower deployed, not performing up to the mark or does not have the requisite qualification, skills, aptitude and attitude of working in a hazardous plant like Petrochemical Plant, they shall be suitably replaced by the contractor.

e) DETAILED SCOPE OF WORK:

Providing assistance in routine and regular operation, maintenance & health monitoring of electrical system & providing of first aid assistance for breakdown and emergency maintenance jobs on electrical equipment installed at BCPL Plant Premises including GDU Duliajan and its all associated units/areas/facilities at various locations/substations/buildings etc. as **as mentioned at Clause 8.0** of the SCC. The scope of work is as follows but not limited to the same.

- a) Performing routine and breakdown maintenance jobs on electrical equipment as required to keep plant running / un-interrupted. This includes keeping or bringing any electrical equipment in running condition as per requirement of the plant and directions of the EIC, to avoid any safety, environmental & health hazard to plants & personnel working in and around the plant. Jobs are to be done as per relevant standards, OISD code or good engineering practice. The work may also involve lifting & shifting of the material / equipment from units to substation/workshop and vice versa.
- b) The work shall also involve regular monitoring of various parameters of equipment to facilitate predictive maintenance activities.

The Manpower for the above mentioned jobs shall be deployed in Shifts/Normal Working hours at respective substations /unit areas etc. as per directions of the EIC and the Contractor will receive instructions from the EIC of the Contract regarding the same.

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f) SCOPE OF WORK FOR EXECUTION OF WORKS ON ITEM RATE AS PER SOR QUANTITIES. (SOR ITEM No. 3 and beyond)

All works under the Item Rates as per SOR Quantities for PART- A , PART- B& PART-C shall be carried out strictly as per relevant IS Standards, Specifications and directions of the EIC. Makes of any bought out items for execution of the jobs under the clause shall be in accordance to the makes mentioned in the Contract. In case of any different make is proposed to be used other than the specified/standard make of items, the contractor shall obtain prior written approval of the EIC for the same. The decision of the EIC in respect of the make of items shall be final and binding upon the Contractor.

Only standard approved BIS certified makes of products/bought out items shall be used in execution of the jobs as per the SOR Items mentioned. Use of Non-Standard or –un-approved makes of items shall not be accepted and the contractor shall have to remove such items and carry out re-work /replacement solely at his own risk and cost, in case defective/substandard items are used.

Scope of work can be reduced at any time by off-loading or removing one or more items from the SOR as per site requirement.

g) LIST OF TOOLS AND TACKLES TO BE PROVIDED BY THE CONTRACTOR DURING THE COMPLETE DURATION OF THE CONTRACT.

The respective contractors/agencies **awarded/executing the respective work for PART-A, PART- B & PART-C of the SOR against the contract**, has to provide the below mentioned Tools and Tackles to each Highly Skilled/Skilled/Semiskilled Manpower deployed under the contract, as per details mentioned below, in healthy and working condition for the complete duration of contract for effective discharge of their duties. The tools and tackles shall be provided **immediately on the deployment/mobilization of the Manpower at site.**

1. Insulated Combination Pliers(Make-Taparia) to each manpower deployed.
2. Insulated Nose Pliers, (Make-Taparia) to each manpower deployed.
3. Insulated screw driver set 4” TO 12” (Make-Taparia) to each manpower deployed.
4. Line Tester, 500 Volt (Make-Taparia) to each manpower deployed.
5. Electrical Insulated Knife (Make-Taparia) to each manpower deployed.
6. Tool Bag made for carrying the tools to each manpower deployed.
7. Safety Belts- 5 Nos(common) in each part A,B & C

All the Instrument/Tools & Tackles shall remain at BCPL Premises throughout the duration of the contract and shall be retained/taken back by the Contractor upon termination/end of the contract period. The responsibility of safe handling / storage of equipment's lies with contractor.

10. RESPONSIBILITIES OF THE CONTRACTOR FOR OVERALL CONTRACT ADMINISTRATION AS PER SCOPE OF WORK AND SOR.

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The Contractor/His appointed representative shall carry out complete supervision of all works under the subject contract and coordinate the jobs envisaged herewith, receive instructions, corresponding letters, etc. from Engineer-In-Charge and ensure satisfactory performance of all works and services as per the scope of work of the subject contract.

The contractor shall deploy One site in charge for each Part-A, Part-B & Part-C for contract management and manpower handling including billing, register maintain, documentation & record keeping. The above supervision cost shall be deemed to be included in the SOR for Contractor Profit i.e.Sl. no. 2 of PART-A , PART-B & PART-C and no extra payment shall be admissible on this account. However, the same supervisor's shall not be used in any other contract. The personnel deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of the contract.

The Major responsibilities of the Contractor/His appointed representative shall be as follows:-

- a) Reporting to EIC on all working days on regular basis for receiving instructions for the work under the subject contract.
- b) Supervision of all maintenance jobs carried out by their deployed manpower under the subject contract in Normal Workings hours as well as round the clock shifts including checking of daily logs and shift-wise logs of works done/observations noted.
Reporting

of any abnormalities observed to the EIC on prompt and regular basis. Taking corrective maintenance action/repair work of Electrical Equipment as per requirement and under prior intimation to EIC.

- c) Maintaining Attendance Register of all employees/manpower deployed under the contract on daily basis and submission of attendance report to the EIC on daily basis.
- d) Allocation of manpower for the jobs identified on daily basis.
- e) Follow up job for issuance of work permit including closing of permits issued after completion of work as required.
- f) Arrangement of gate passes in time for all contract workers as per BCPL laid down guidelines and requirements.
- g) Arrangement of resources and follow up for issuance of material from C&P store or any other location within plant as per directions of the EIC.
- h) Submission of computerized annual wage sheet chart, attendance chart etc or any other such report as required by the EIC from time to time.
- i) Arrangement of manpower during emergencies or for extra/contingent jobs.
- j) Any other duty for smooth operation of contract as per instructions of the EIC.

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11. APPLICABLE CODES AND SPECIFICATIONS:

- a) The job shall conform to the Indian Electricity Rules 1956, India Electricity (supply act, Relevant Indian standard specifications and code of practice as modified up-to date and CPWD specifications as applicable from time to time.
- b) Any other standard not mentioned above but otherwise considered necessary for the Satisfactory performance of the job shall also be applicable.
- c) For smooth execution of the services contracted out herein it is required that the Contractor will deploy qualified and experienced personnel under the contract, who also meet the statutory requirements for experience, qualification and have a valid Electrical License for working at different voltage levels at various substations at BCPL Premises and its associated units/areas.
- d) The contractor will also be required to take up the repair/rectification/maintenance works according to the priorities fixed by EIC from time to time.

12. UTILITY SUPPLY BY BCPL (POWER, WATER, AIR ETC.)

BCPL will provide free water, steam, air and electricity at suitable points, if required, for undertaking the job.

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

14. SAFETY, SECURITY RELATED CLAUSES

Contractor shall provide safety gears such as Helmet, Safety shoes, Cotton Uniform (Dangri) etc. Contractor **shall provide minimum two sets of Cotton Uniform and one pair Safety shoes, 2 pair of socks, helmet per person every year to all his deployed manpower at his own cost.** If contractor fails to provide safety gears within stipulated time frame, then BCPL will provide all these items and shall deduct cost of such items from running bills of Contractor. However, any specialized safety gears will be provided by BCPL. Contractor will be responsible for accounting of the same from time to time. The specification of PPE's is mentioned below for maintaining the quality. All safety gear like safety shoe, helmet etc. Shall be provided immediately upon deployment of the Manpower at site, i.e. no manpower will be allowed on duty without the necessary safety gears. However, Cotton Dangri/Uniform shall be provided within 15 days of the start of work at site/deployment of manpower at site.

a) SPECIFICATION OF SAFETY HELMET

- i) Approved and BIS/DGMS Certified and marked, Industrial safety helmet manufactured from high quality, high impact, heat & chemical resistant HDPE material designed to take on clip on accessories like face shields, ear defenders and



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welding visors without the need for drilling on the helmet. This helmet shall be made with or without fluorescent radium pigment so that the helmet glows in the dark.

- ii) The helmet should be provided with sweat band and synthetic adjustable and removable chin strap.
- iii) Manufacturer's name, year of manufacture and BIS, IS, DGMS, mark shall be embossed on the head band on the shell.

b) Specification of Industrial Safety Shoes

Approved BIS Certified, Light weight high quality industrial safety shoes with Electrical Insulating property, made from black color mammal leather with grain finish and shall be necessarily either IS marked or ENS approved and confirming to the applicable specifications as per standards.

d) SPECIFICATION OF COTTON UNIFORM

The cotton uniform shall be of Cotton Fabric as per Colour shade and material approved by the EIC. Contractor shall obtain prior approval of the same from the EIC.

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

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

15. PAYMENT OF WAGES TO DEPUTED CONTRACT EMPLOYEES

Contractor has to disburse the wages to their employees including supervisor through e-Banking / account payee Cheque within the stipulated time period i.e. latest by 7th of subsequent month, at the rates as per the Minimum Wages Act and as notified by the Regional/ Assistant Labour Commissioner (Central), Guwahati, Assam from time to time. Contractor shall ensure that all their employees have running savings bank account. Contractor has to submit a proof of payment made to all his employees/manpower deployed along with the Running Account Bills every month/subsequent months.

16. IDENTITY CARD/ GATE PASS FOR WORKMEN'S

Contractor shall arrange to provide all necessary documentation etc. as required for making of Identity Card/ Entry Gate Pass for its personnel as per directions/guidelines of BCPL Security Dept for entry into the plant premises for safety and identification purpose. No extra payment shall be made on this account as the quoted rates deemed to include the same.

17. TERMINATION OF CONTRACT

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No additional charges, other than the quoted rates and applicable taxes, shall be paid to the contractor during the contract period except statutory variation in service tax during the contract period. The rate contract will be for a period of one year & BCPL reserves the right to terminate the Contract either in part or in full without assigning any reason thereof. Engineer – In-Charge shall in such an event give thirty (30) days' notice in writing to the Contractor of his decision to do so. Contractor upon receipt of such notice will discontinue the work. In the event of such termination, Contractor shall be paid for the actual time performed and service provided till the date specified in the notice.

18. OTHER CONDITIONS OF CONTRACT.

- i) The Contractor/ Bidder shall visit the site and get himself acquainted with the Electrical Systems and Site and quote accordingly.
- ii) The Contractor/ bidder will not claim his/her ignorance regarding the terms and conditions of the Contract.
- iii) The Contractor / Bidder should have valid Electrical Contractor license in his own name/Firm, if the bidder is proprietorship firm. If the Bidder/Contractor firm is a partnership firm/ Company, Electrical Contractor License should be in the name of partners/ Company.
- iv) The Contractor/ Bidder is required to produce valid Electrical contractor license for F.Y. 2018-19 and beyond as applicable, before the award of contract.
- v) The value of work under this contract shall be as per attached Schedule of Quantities and rates. Actual work may vary to any extent plus or minus to the attached Schedule of Quantities. Minimum value of work is not guaranteed.
- vi) Contractor shall in no case lease/transfer/sublet/appoint caretaker for services and the personnel to be deployed for carrying out the contractual job.
- vii) The personnel to be deployed by the Contractor should be on rolls of the contractor/contracting firm.
- viii) No other person except Contractor's authorized representative/personnel shall be allowed to enter BCPL premises.
- ix) The contractor shall deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- x) The list of persons/manpower deployed by Contractor for the subject work mentioning qualifications, experience etc. with documentary evidence shall be submitted to BCPL. In case of any change, the same shall be informed to BCPL from time to time. The Contractor must get the police verification done, of all its contract labour/manpower deployed in BCPL premises as per BCPL guidelines.



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- xi) BCPL reserves the right to obtain Contractor's services on holidays as well as beyond the specified working hours, as per requirement and directions of the Engineer-In-Charge.
- xii) The Contractor's personnel shall not do any private work other than their normal duties as per contract within the BCPL Premises. In case the deployed personnel/manpower of the Contractor are absent for more than continuous three days in a month, a replacement should be provided. The attendance and leave record of the personnel deployed by the contractor shall be maintained by him/his authorized representative and details of such designated representative of the Contractor like mobile phone no, office address shall be communicated by the contractor to Engineer In-charge of the Contract. The Contractor/Authorized Representative shall visit the BCPL premises regularly to attend to the contractual obligations and interact with the personnel deployed by the Contractor. It is the sole responsibility of the contractor to manage his manpower/personnel deployed in the contract e.g. the monthly attendance, leave details, Identity cards, police verification of contractor's personnel etc.
- xiii) Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep BCPL indemnified against all losses, damages and claims arising thereof.
- xiv) Contractor shall be solely responsible for payment of wages/remuneration including allowances to his/its personnel that might become applicable under any new act or order of Government. BCPL shall have no liability whatsoever in this regard.
- xv) Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his/its personnel or staff. In case any worker is found having criminal record, he shall have to be replaced immediately without assigning any reasons.
- xvi) Contractor shall be responsible for any loss that occurs to BCPL on account of execution of work due to negligence/lack of knowledge etc. Damages if any, to the structures /equipment's during execution of work will be made good by the contractor without any claim and therefore should take utmost care while working.
- xvii) The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
- xviii) No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.



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- xix) The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.
- xx) BCPL reserves the right for replacement of any person due to misbehavior or lack of knowledge. Replacement should be done by the contractor within 24 hours of intimation by BCPL.
- xxi) Contractor shall be responsible for all acts of their personnel and loss and damage caused to BCPL's property or to third party in any form due to any act or negligence of his personnel shall be chargeable to their account. If any liability is thrust upon BCPL which is attributable to contractor staff, it will be charged to contractor's account or recovered from contractor's bill.
- xxii) The contractor shall make his own arrangement for removal of old as well as unused material from the work site to the place indicated by EIC, after completion of work.
- xxiii) The contractor shall provide safety gears such as Helmets, safety shoes, safety gloves, safety belts, ear plug etc. to all his personnel deployed at his own cost. No personnel will be allowed on duty without wearing all safety gears. However special safety equipment's shall be supplied by BCPL and Contractor shall be responsible for accounting the same.
- xxiv) The entire Job shall be carried out in safe manner. Workers engaged in unsafe work shall be removed immediately. Contractor shall comply with all applicable safety laws and he should be conversant with all statutory labour laws and regulations prevailing during the contract and ensure to comply with the same and shall keep the BCPL fully indemnified against any action brought against it for any violation and non-compliance of any act etc. Contractor Firm should be registered with the Labour Commissioner Office and such details will be submitted to BCPL at contractor's own cost. Failure to comply with statutory regulations would result in quantifiable deduction from running bill and / or cancellation of contract.
- xxv) Boarding, lodging and transportation facilities for contractor's personnel for carrying out the work at site are to be made and borne by contractor at his own cost.

19. MEASUREMENT AND BILLING:

All measurement shall be in metric system (if applicable) Contractor shall submit Running account bill on monthly basis in triplicate as per the schedule of rates and actual measurements in prescribed format with the full details of work for the period of billing and

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along-with all statutory documents/compliances attached, as per rules/regulations and statutory guidelines in force from time to time.

20. PENALTY:

a) DELAY IN MOBILISATION/NON-COMPLETION OF WORK.

In case of delay in mobilization or in completion of work in all respects and to the full satisfaction of Engineer-In-Charge, the Engineer-In-Charge may at his discretion impose a penalty at the rate of **0.5% per week or part thereof limited to 5% of the contract value.** Alternatively, in case the Engineer-In-Charge feels that the progress of work is not satisfactory and the work may be delayed beyond the scheduled or contractual completion date, he may at his discretion get the work done through other agency at the risk and cost of the contractor without prejudice to other rights available to owner under the contract. The decision of the Engineer-In-Charge shall be final and binding in this regard. Contractor shall execute the work as per the site requirement and as advised by Engineer-In-Charge.

b) NOT PROVIDING UNIFORM AND PERSONAL SAFETY GEARS.

Contractor shall supply two sets of Uniform, one set safety shoes, one nos of helmet and two pair of socks/year to all the deployed manpower. The same shall be provided within a period of 15 days from the date of commencement of the contract and next set in the beginning of the 2nd year. In case of non-compliance beyond a period of 30 days from the date of mobilization/start of work at site, an amount @ Rs. 3000/- per worker shall be held up from contractor's bill and further necessary action shall be taken as per the provision of contract.

c) NOT PROVIDING TOOLS AND TACKLES TO THE MANPOWER DEPLOYED AS SPECIFIED IN THE CONTRACT AS PER CLAUSE 9 G OF SCC.

An amount of Rs.500.00 per manpower shall be deducted from the each/monthly RA Bill raised by the Contractor, **for not providing tools/tackles to the manpower deployed at site.** Further in case the tools & tackles are not provided in spite of the above, necessary action shall be taken as per the provision of contract.

d) NON DEPLOYMENT OF MANPOWER AS PER REQUIRMENTS AT SITE AND DIRECTIONS OF EIC.

In case, the required quantity of manpower as per SOR is not available on any day, amount equal to the minimum wages shall be deducted from the monthly bills of the contractor.

e) NON PAYMENT OF WAGES TO THE MANPOWER DEPLOYED IN A TIMELY MANNER, AS MENTIONED AT CL.15 OF SCC.

An amount of Rs.5, 000.00 per day subject to max. Rs 50000.00 shall be deducted from the Monthly/Each RA Bill raised by the Contractor in case of delay in payment/disbursement of wages beyond 7th of each month.



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21. DEFECT LIABILITY PERIOD: Not applicable

22. ACTS OF NUISANCE.

- a. The Contractor shall not at any time do cause or permit any nuisance in area of work in **BCPL at its different plants and locations** or do anything which shall cause unnecessary disturbance or inconvenience to owners and **BCPL** officials or the tenants or occupants of other properties near the works area and to the public in general. The Contractor shall deal with all labour union(s) and the labour dept. should the labour/workers etc. individually or collectively stage an obstruction or any other nuisance inside or outside of the **BCPL** Premises.
- b. Further **BCPL** may take action of restricting the entry of Contractor and its employees from indulging in public nuisance, violent activity causing damages to **BCPL** personnel or its property.
- c. The Contractor in addition shall bear all cost of keeping law and order situation under control.

23. COMPLIANCE TO LABOUR LAWS, INDUSTRIAL REGULATIONS, BCPL SAFETY POLICY, WORKMEN COMPENSATION AND OTHER STATUTORY REGULATIONS/POLICIES AS IN FORCE FROM TIME TO TIME BUT NOT LIMITED TO THE FOLLOWING.

- i) The contractor is responsible for obtaining the labour license under the provisions of the Contract Labour (R & A) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- ii) Minimum Wages shall be paid as notified under Minimum Wages Act-1948 and its amendment thereof. The contractor shall also be liable to pay the differential of proportionate increase due to revision in the above
- iii) The Contractor is solely responsible for the disbursement of wages and other dues to their respective workman latest by 7th day of every month via electronic mode.
- iv) Paid National Holiday (03 Days i.e. 26th Jan, 15th Aug, 2nd Oct) shall be granted to every workman during a calendar year.
- v) Paid Festival Holiday (08 Days) shall be granted to every workman in a calendar year. Worker will decide the particular festival day on which they will avail the leave after mutual discussion with the respective contractors to ensure that there is no hindrance to the work at **BCPL** Site.
- vi) Annual Leave wages shall be allowed to workman as per the provisions of the Factories Act-1948 and rules made there under.
- vii) Contractor shall pay bonus to their respective contract workers as per the Payment of Bonus Act-1965 and as amended from time to time.
- viii) Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The Contractor shall have his own PF Code No with RPFC as required under EPF Misc. Provisions Act,

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1952. It is also recommended that Contractor should obtain a sub-code under EPFO, Tinsukia and deposit the contribution of its workers in EPFO Tinsukia. The contractor must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, PF Challan, Confirmation slip and Acknowledgment along with monthly RA bill/s.

- ix) The contractor has to ensure deposit of PF contribution @ 12 % of Employee's contribution and 13.15 % of employer's contribution.
- x) Death Gratuity will be payable only in cases of death or permanent disablement during the currency of contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefits to family member/s.
- xi) The contractor shall be responsible for deposition of ESI amount, constituting of employees as well as employer contribution@1.75% and 4.75% respectively of each or at applicable rate as per statutory provisions, of the wages payable with ESIC in every month.
- xii) Contractor shall ensure strict compliance to all relevant guidelines, laws, directions and all other regulations, acts in force from time to time as applicable and shall furnish necessary documents and compliances as and when required.
- xiii) The Contractor is liable to abide by all necessary licenses/permissions from the concerned authorities as provided under the various labour legislations.
- xiv) No contract worker/manpower/labour below the age of 18 years shall be deployed on work at BCPL Site.
- xv) The contractor and the manpower/workers deployed by him, have to strictly comply and adhere to the fire prevention/ protection, safety rules, regulations and policies of BCPL in force from time to time.
- xvi) 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 through **ESIC /Insurance** to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from all such liabilities.
- xvii) Shift Allowance shall be granted to the workers who perform their duties in A, B & C Shifts.
- xviii) Contractor has to provide shift reliever/ leave reliever as per the provision of Labour act.
- xix) Contractor to issue Employment Card to all the contract workers engaged by the contractor in FORM XIV (See Rule 76) of Contract Labour (Regulation & Abolition) Act. 1970.
- xx) Contractor shall issue wage slip to their respective contract workers in "Form XIX" under Rule 78 (1) (b) of the Contract Labour (Regulation & Abolition) Act. 1970.
- xxi) Contractor to undertake Health Check-up of all contract workers as per the provisions of the Factories Act-1948 and Assam Factories Rules -1950 and rules made there under & submit health check-up report to HR Department. The Contractor shall ensure compulsory Health Check-up of the individual deployed



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manpower twice in a year (First at the time of joining and second after completion of 6th month from the date of first Health Check-up). Record to be submitted to EIC after its completion.

xxii) Contractor shall pay Retrenchment Compensation to retrenched contract workers as per the provisions of ID Act. 1947. Contractor to serve at least 30 days' notice or payment in lieu of notice to the contract worker those who have completed at least 240 days in preceding 12 months as on the day of retrenchment.

xxiii) Contractor shall obtain all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations.

xxiv) Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (R & A) Act 1970, Minimum Wages Act, 1948, the Payment of Wages Act, 1936, The Employees Compensation Act, 2010 (earlier known as Workmen's Compensation Act., 1923) and other relevant Acts, Rules and regulations enforced from time to time.

xxv) Contractor shall ensure regular and effective supervision of personnel deployed by him at BCPL for undertaking the contractual obligations.

xxvi) Contractor is required to maintain all statutory registers and records as per the provisions of various applicable Labour Laws and submits the same to BCPL as and when required.

xxvii) Contractor has to get the wage register certified and signed by the EIC or its authorized representative while disbursing the wages to the deployed personnel.

xxviii) The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in totality, in accordance with the Terms & Conditions of the Bid Documents."

xxix) While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated the contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory authorities.

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

Bidders may seek clarification (if any) regarding such local conditions from BCPL, before participating in the tendering process. However, company shall not entertain/consider any request for clarification from the bidder, once bid is submitted. It is the sole responsibility of the bidder that such factors have properly been evaluated and considered while submitting the bid proposal. No claim whatsoever including financial adjustments arises on account of failure of the bidder to apprise himself about the local conditions/MoS, (if any) will be entertained by the company once bid is submitted."

xxxi) Manpower Engagement: Contractor will ensure engagement of 100% project affected persons (PAP) and local persons in un- skilled category of work for



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which the list of such persons will be provided by the authorized person of BCPL authorities. The name of the authorized person will be notified to the contractor by BCPL authority from time to time. So far as engagement of semi –skilled and skilled category of manpower in the said work is concerned, the contractor will give preference to PAPs and local persons fulfilling the technical requirement of the job/work.”

24. DOCUMENTS TO BE ATTACHED WITH BILL:

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

Documents to be submitted with Monthly bill		
SN	Document	Periodicity
A	Copy of labour license (applicable, if contractor is engaging more than 20 workers)	With first bill
B	Copy of comprehensive insurance cover i.e. ESIC (Employee's state insurance Compensation)	With first bill
C	Copy of Contract Agreement	With first bill
D	Contractor has to maintain registers under Contract Labour(R&A) Act, 1970 like:-	
D.1	Register of workmen employed by contractor in Form XIII,	Every month
D.2	Muster Roll in Form XVI	Every month
D.3	Register of Wages in Form XVII	Every month
D.4	Register of Deduction in Form XX	Every month
D.7	Issuance and maintenance of Wage Slip in Form XIX	Every month
E	Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 if applicable	
E.1	Copy of PF Registration letter from RPFC, Form 2	With first bill
E.2	PF Challan,	Every month
E.3	Copy of ECR(Electronic challan cum return)	Every month
E.4	Format under Para 36-B,	Every month
E.5	Form 6A,	At the end of financial year
E.6	Form 11 Declaration under EPF Act	During the time of deployment of Contract Labour.(With first bill and as and when one new contract worker join)

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F	Copy of wage register duly certified by authorized representatives of the contractor and BCPL certifying as " Certified that the amount shown in the column no..... has been paid to the workman concerned in my presence on (date) at.....(place)	Every month
G	If wages are paid through bank, copy of bank statement duly certified by Bank of previous month	Every month
H	Copy of Electronic Challan cum Return(ECR) for the proof of PF contribution deposit/ remittance alongwith the details of employees showing PF Account no, contribution of employee and employer etc.	Every month
I	Copies of Forms under Factories Act, 1948	
J	Form 12(Register of Adult Worker)	Every month
K	Form 14(Register of Leave with Wages)	Every month
L	Form 15(Leave Book)	Every month
M	Form 16(Nomination form)	one time

Documents to be attached with Final Bills		
SN	Document	Documents attached
a	Copy of Certified Wage registers (Certified from EIC and Contractor) for the total contract period.	With Final bill
b	Copy of Work Completion Certificate	With Final bill
c	Copy of labour License (If, applicable)	With Final bill
d	Copy of Work Order	With Final bill
e	Copy of PF Slips in Form 23	With Final bill
f	Copy of ECR	With Final bill
g	Copy of Annual return under EPF(Form 6A)	With Final bill
h	Copy of Form-11(revised)-for new joiners	Final Bill
i	Undertaking from contractor regarding disbursement of wages to all the contract worker deployed through him.	With Final bill
j	No dues certificate from the contractor.	With Final bill
k	No Objection Certificate in Prescribed format from F&S Department	Every Month
l	No Objection Certificate from Workshop, Other mechanical section	With Final bill
m	No Objection Certificate from Electrical, Instrumentation, HR, Security, F&S, Inspection	With Final bill
n	No Objection Certificate from concerned Labour Enforcement officer(local), Dibrugarh	With Final bill
o	No Objection Certificate from concerned PF officer, Dibrugarh	With Final bill
p	Indemnity bond with respect to contract labor.	With Final bill
q	Copy of certified wage registered(Certified from EIC & Contractor) for the total contract period	With Final bill
r	Undertaking from contractor regarding disbursement of wages to all the contract worker deployed through him	With Final bill

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s	Indemnity Bond of Rs. 100/- duly notarized from the Notary indemnifying BCPL from all the liabilities w.r.t the persons engaged by the contractor regarding payment of wages, Provident fund, Insurance and other payments etc.	With Final bill
t	Any other document as per statutory requirement	With Final Bill



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भाग – VI

SECTION-VI

स्वास्थ्य सुरक्षा पर्यावरण [एचएसई] विनिर्देश

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

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SECTION - VI

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

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

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

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

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

3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

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

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भाग – VII
SECTION – VII

दर अनुसूची (एसओआर)
SCHEDULE OF RATES (SOR)
(To be uploaded in Folder –I (Techno-commercial part))

[Do not quote here. Only confirm that you have uploaded the Priced SOR as per this format in Folder II (Finance /Price folder)]



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PRICE SCHEDULE / SCHEDULE OF RATES (SOR) [PART - I - UN-PRICED BID]

SECTION-VII

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NAME OF WORK : "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.

FOR PART - A - UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA

Sl. No	Item No.	Description of Item	UOM	PART-A		
				QTY	Rate (₹)	Amount (₹)
1	1	Payment Towards Basic Minimum Wages along with other statutory allowances, Non statutory allowances, Uniforms and health check-up as per Factories act 1948 and BCPL Norms	---	---	---	---
2	1.1	Hiring of Service of Highly- Skilled Manpower for Providing assistance in Electrical O&M in General shift/round the clock in 3 shifts. The party need not quote for this item.	Mandays	3192	612	1953504
3	1.2	Hiring of Service of Skilled Manpower for Providing assistance in Electrical O&M in General shift/round the clock in 3 shifts. The party need not quote for this item.	Mandays	22132	522	11552904
4	1.3	Hiring of Service of Semi-Skilled Manpower for Providing assistance in Electrical O&M in General shift/round the clock in 3 shifts. The party need not quote for this item.	Mandays	20842	433	9024586
5	1.4	Hiring of Service of un skilled manpower to meet emergent situation & for carrying out any unforeseen/ contingent nature job not covered under above items. This will be purely on call	Mandays	600	370	222000

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		basis as and when required. The party need not quote for this item.				
6	1.5	Payment gainst deposition of Employee Provident Fund (Employer contribution) The party need not quote for this item.	EA	3196081	1	3196081
7	1.6	Payment against Bonus. The party need not quote for this item.	EA	2024590	1	2024590
8	1.7	Payment against ESIC. (Employer contribution) The party need not quote for this item.	EA	1154478	1	1154478
9	1.8	Payment against Non Statutory allowance. The party need not quote for this item.	EA	1944384	1	1944384
10	1.9	Provision for Revision of Minimum wages. The party need not quote for this item.	EA	1551653	1	1551653
11	1.10	Payment against Paid Annual Leave. The party need not quote for this item.	EA	1175978	1	1175978
12	1.11	Payment against 03 National holidays & 08 Festival Holidays The party need not quote for this item.	EA	856900	1	856900
13	1.12	2 nos. of Uniform, Safety Shoe, Socks , Helmets and PPE's as per the provision under Factories Act 1948 and as per safety norms of BCPL per year upon submission of proof of purchase and distribution @ Rs. 3000/- per Worker per year. The party need not quote for this item.	EA	432000	1	432000
14	1.13	Health Check-up provisions under Factories Act 1948 and as per safety norms of BCPL per year upon submission of proof of documents and reports. The party need not quote for this item.	EA	72000	1	72000
15	1.14	Payment against Shift Allowance for manpower performing duties in A, B & C-shift. The party need not quote for this item.	EA	511000	1	511000
16	2	Contractors overhead & profit for the above work, inclusive of deployment of supervisors, tools and tackles, retention of manpower Refer SCC clause 2.4 & 10.	Monthly	24		

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17	3	Installation of Indoor/Outdoor type heat shrinkable end termination kit/straight through joint kits for 3 Core, 33KV/6.6KV, Al/Cu. Conductor XLPE Armoured Cable (UE Type), of sizes upto 300 sq.mm. excluding supply of kit but including all tools and tackles etc. as required for making of termination as per standard work practice and directions of the EIC.	Nos.	2		
18	4	Installation of Indoor/Outdoor type heat shrinkable end termination kit for 1 Core, 33KV, Cu. Conductor XLPE Armoured Cable (UE Type), of sizes upto 500 sq.mm. excluding supply of kit but including all tools and tackles etc. as required for making of termination as per standard work practice and directions of the EIC.	Nos.	3		
19	5	Installation of straight through Joint Kit for 1.1KV Grade, Al/Cu. Conductor PVC Insulated and Sheathed Armoured Cable of sizes upto 300 sq.mm. Single/3/3/5/Multi Core Cables, excluding supply of kit but including all tools and tackles etc. required for making of termination as per standard work practice and directions of the EIC.	Nos.	10		
20	6	Painting of lighting poles and other electrical equipment's with Berger / Shalimar / Asian enamel paint, in the shades as directed by the EIC including supply of all labour, material and consumables as per specifications of the tender and directions of EIC.	---	---	---	---
21	6.1	Supply and application of one coat of light build zinc phosphate primer after making preparation of surface to be painted with the help of wire brush, emery or sand paper.	SQM	500		
22	6.2	Supply and application of two coat of first quality synthetic enamel paint / aluminum paint after making preparation of surface to be painted with the help of wire brush, emery or sand paper.	SQM	500		
23	6.3	Supply and application of one coat of first quality synthetic paint / al. paint after making preparation of surface to be painted with the help of wire brush, emery or sand paper.	SQM	500		
24	6.4	Supply and application of two coat of epoxy paint of approved make as per the direction of engineer in charge by spray painting machine including the cost of paint and labour to complete the job.	SQM	500		
25	7	Supply & fixing of 25 mm PVC heavy gauge conduit (As per tender specifications and approved makes) on walls including supply of conduit, clamps, bends, unions, all other required hardware and accessories, PVC junction boxes and saddles etc, as per the directions of the EIC.	Mtrs.	60		

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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26	8	Supply and laying of FRLS PVC Insulated Copper Wires in safe area/buildings/substations in existing concealed or surface conduit. This includes removal of burnt/ damaged wire, supply and laying of new wires of same size and making connections in existing DB/Switch etc. of following sizes from lighting/power panel/distribution junction box onwards, excluding the supply of junction boxes and cable glands but including cable termination and connections, including all tools. Tackles and accessories etc. as per approved drawings, specifications of this tender and directions of engineer-in -charge.	---	---	---	---
27	8.1	3/20,3/22,3/18 of FINOLEX/HAVELL's make	Mtrs.	60		
28	8.2	7/20,7/22 of FINOLEX/HAVELL's make	Mtrs.	60		
29	9	Supply and fixing of casing caping flat conduit on walls/ wooden panels etc. The flat conduit shall be of 1"/1.5" width and shall be fixed using PVC rawal plugs and wooden screws of appropriates size. Material shall be duly approved by EIC and job shall be carried out as per specifications of the tender and directions of EIC.	Mtrs.	400		
30	10	Supply and laying of FRLS PVC insulated copper wire of Havells / Finolex make of following sizes in new/unused Flat PVC conduit/M.S conduit & casing caping, connections on both ends including its necessary terminations as per specifications of the tender and directions of the EIC.	---	---	---	---
31	10.1	3/20, 3/22,3/18 of FINOLEX/HAVELL's make	Mtrs.	500		
32	10.2	7/20, 7/22 of FINOLEX/HAVELL's make	Mtrs.	400		
33	11	Disconnection, Dismantling and Lifting of existing submersible pumpset for borewell including all tools and tackles etc as per specifications of the tender and diretions of the EIC.	Nos.	2		
34	12	Lowering, installation and connection of existing/new submersible pumpset for borewell including all tools and tackles etc as per specifications of the tender and directions of the EIC. (Supply of Pumpset is excluded).	Nos.	2		
35	13	Laying of cables of different voltage grades(1.1KV/6.6KV/33KV) and types of the following external overall diameters in ready tray/trenches/supported over concrete or MS structure/pull through GI/Hume pipes including supply, clamping and fabrication of clamps using GI Saddles/Saddle Bars, dressing/fixing of clamps/cleats/welding of saddles, supply and fixing of	---	---	---	---

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		aluminium/lead strips number tags and tagging of cables, supply and applying of fireproofing paint to meet OISD requirement(for 1 m length near terminations),including transportation from store/yard to site at the place of installation, unpacking, un-rolling of cables, including all labours and materials, as per approved drawings, specification of this tender and direction of Engineer-In-Charge. In case of water logging in cable trench, Contractor shall arrange for dewatering of the trench also.				
36	13.1	Cables with OD upto 20mm	Mtrs.	2500		
37	13.2	Cables with OD above 20 mm but upto 30mm	Mtrs.	2500		
38	13.3	Cables with OD above 30 mm but upto 40mm	Mtrs.	1000		
39	13.4	Cables with OD above 40 mm but upto 50mm	Mtrs.	300		
40	13.5	Cables with OD above 50 mm but upto 60mm	Mtrs.	300		
41	13.6	Cables with OD above 60 mm	Mtrs.	300		
42	14	Supply , Fabrication and installation of MS Base Frames, MS Chequered Plates of dimension 50x50x6 mm and 6 mm thick, MS Support for Switchgear and brackets for misc. Electrical Equipment, Cable and Cable Tray Supports out of Rolled MS Section, Flats, Pipes, Plates etc, including shot blasting, welding, bolting, rivetting, supply of necessary anchor bolts and grouting etc, supply of paint and applying one coat of anti-rust primer and two finished coats of approved sythetic enamel paint, including breaking walls/floors etc, for structures as required including supply of all GI hardware material, all labour and materials etc. as per the standard specifications of the tender and directions of Engineer- In-Charge.	Kg	1000		
43	15	Supply, installation and erection of canopies of miscellaneous outdoor equipment's like motors, Welding receptacles, Local control stations, switchboards etc for rain/weather protection of 16 SWG (1.6mm) sheet steel including the cost of steel, hardware, painting and labour etc. as per specifications of the tender and directions of EIC.	Kg	100		
44	16	Supply, fabrication and installation of 22 SWG GI sheet covers for cable trays, including necessary hardwares, including all labour and materials as per specifications of the tender and directions of EIC.	SQM	50		

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45	17	Supply, installation and connection of following GI earth strip along the ready cable trenches or cable trays or fixing on walls or structures including welding at joints, providing anti-corrosive paint or bitumen and jute covering for welded portion, clamping and all necessary hardware for connecting etc., including all labour and tools, as per approved drawings, specifications of this tender and directions of Engineers- in- Charge.	---	---	---	---
46	17.1	20 x 3 mm	Mtrs.	200		
47	17.2	50 x 6 mm	Mtrs.	100		
48	17.3	75 x 10 mm	Mtrs.	50		
49	18	Connecting individual equipment to the earth strip or earth plate with following sizes of G.I. wire rope including the supply of G.I. wire/ G.I. wire rope, lugs, conductors, connecting to the G.I. strip of earth plate and necessary hardware for connection, including all labour and tools, as per approved drawings, specifications of this tender and directions of Engineers- in- Charge.	---	---	---	---
50	18.1	3/8" dia (10 mm) flexible rope.	Mtrs.	50		
51	18.2	5/8" dia (16 mm) flexible rope.	Mtrs.	50		
52	18.3	8 SWG GI wire	Mtrs.	50		
53	19	Supply and laying of GI pipes "B" class of following sizes in required length fixed on steel, concrete or similar structure, above ground or laid in trenches, ready to be buried in concrete, including cutting, threading, bending and similar works, supply of clamps, small iron structures, spacers and installation of seats, plugs, bushings etc. small civil works, including all manpower, materials and tools as per approved drawings, specifications of the tender and directions of EIC.	---	---	---	---
54	19.1	150mm NB	Mtrs.	20		
55	19.2	100mm NB	Mtrs.	20		
56	19.3	50 mm NB	Mtrs.	20		
57	20	Excavation and backfilling of trenches for cables and earth strip etc. in all types of soil except	CUM	1000		

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		rock, for a maximum depth of 1.5M, shoring, shuttering and dewatering (if necessary) including consolidation and disposal of surplus earth up to a distance of 100 Metres, including all labour and tools, as per approved drawings, specifications of this tender and direction of Engineer-in-charge. (Excavated trench dimensions shall be measured).				
58	21	Supply and spreading of approved fine river sand/stone dust in cable trenches, including all labour and tools, specifications of this tender and direction of Engineer-in-charge.	CUM	500		
59	22	Supply and spreading of approved second class bricks of 75 mm thickness in cable trenches for cable protection including all labour and tools, as per approved drawings, specifications of this tender and directions of Engineers- in- Charge.	SQM	500		
60	23	Providing and laying plain cement concrete for all depths below and up to a plinth level in foundations including tamping, ramming, vibrating, curing, shuttering etc. all as specified in any shape, position, thickness and finishing the top surface rough or smooth as specified and directed, including supply of M-15 grade with 20 mm concrete and down size graded crushed stone aggregates, including all labour and tools, as per approved drawings, specifications of this tender and directions of Engineer-in-Charge.	CUM	10		
61	24	Fault Finding of buried cable/cable laid in concrete trench using cable fault locator including excavation at location of fault, manpower, special tools, accessories and logistics at BCPL LEPETKATA/DULIAJAN/LAKWA/RAILWAY SIDING/RAW WATER INTAKE FACILITY as per specifications of the tender and directions of EIC. The work is to be carried out with close supervision and without damage to cable due to faulty equipment/machine/wrong operation and in a safe manner with proper safety gear/PPE's etc.	---	---	---	---
62	24.1	For Power and Control Cables upto 1.1KV Grade	Nos.	10		
63	24.2	For Power Cables of 6.6KV and upto 33 KV Grade	Nos.	5		
64	25	GI PIPE EARTHING STATION: Supply, assembling, installing, testing and commissioning with all the items for constructing GI pipe earthing station. The earthing station comprises of one number B class GI earthing pipe size 40 mm X 5 mm thick (minimum 4.5 mtr. deep) GI funnel with stainless steel hinged door on steel frame (300 X300mm) to cover up the watering pit, minimum 50 Kg salt, minimum 100 kgs of fine charcoal powder, earthing conductor size	Nos.	4		

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		25 mm X 3 mm GI flat from pipe to the ground level, required hardware and miscellaneous items. The work involves digging pit on the soil , burying the earth electrode in the mixture of common salt and charcoal, connecting earthing conductor to earthing electrode, backfilling the soil and constructing the watering pit, preparing the earth-pit chamber , at the site as specified and details as per the direction of EIC				
65	26	Supply with fittings and fixture of Cast Iron(C I) route marking for electrical cable trench (Post mounted Cast Iron Plate) as specified and directed by EIC.	Nos.	50		
Total Basic Amount exclusive of GST [CGST+SGST or IGST]:						
Applicable GST [CGST+SGST or IGST] Rate in [__%]:						
Total Amount inclusive of GST [CGST+SGST or IGST]:						
SAC CODE towards subject SERVICE / JOB:						
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:						
NOTE: - BIDDERS WILL HAVE TO QUOTE FOR ALL THE SOR LINE ITEMS. - BIDDERS ARE REQUESTED NOT TO INDICATE ANY PRICE IN THIS UNPRICED BID FORMAT. - BIDDERS TO MENTION / INDICATE IN WORDS "QUOTED / NOT QUOTED" AGAINST RATES & AMOUNT OF ITEMS AT SL. NO. 16 TO 65. - WHILE QUOTING RATES AT SOR SL. NO. -16, NONE OF THE PARTICIPATIVE BIDDER CAN QUOTE 'ZERO' OR '(-)VE'. PLEASE REFER ITB CLAUSE NO. 11 & 12 CAREFULLY BEFORE QUOTING / FILLING THE SOR. - BIDDERS TO INDICATE SAC CODE.						

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FOR PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN

Sl. No.	Item No.	Description of Item	UOM	PART-B		
				QTY	Rate (₹)	Amount (₹)
1	1	Payment Towards Basic Minimum Wages alongwith other statutory allowances, Non statutory allowances ,Uniforms and health check-up as per Factories act 1948 and BCPL Norms	---	---	---	---
2	1.1	Hiring of Service of Highly- Skilled Manpower for Providing assistance in Electrical O&M in General shift/round the clock in 3 shifts. The party need not quote for this item.	Mandays	1290	612	789480
3	1.2	Hiring of Service of Skilled Manpower for Providing assistance in Electrical O&M in General shift/round the clock in 3 shifts. The party need not quote for this item.	Mandays	24376	522	12724272
4	1.3	Hiring of Service of Semi-Skilled Manpower for Providing assistance in Electrical O&M in General shift/round the clock in 3 shifts. The party need not quote for this item.	Mandays	20520	433	8885160
5	1.4	Hiring of Service of un skilled manpower to meet emergent situation & for carrying out any unforeseen/ contingent nature job not covered under above items. This will be purely on call basis as and when required. The party need not quote for this item.	Mandays	600	370	222000
6	1.5	Payment gainst deposition of Employee Provident Fund (Employer contribution) The party need not quote for this item.	EA	3177531	1	3177531
7	1.6	Payment against Bonus. The party need not quote for this item.	EA	2012839	1	2012839
8	1.7	Payment against ESIC. (Employer contribution) The party need not quote for this item.	EA	1147777	1	1147777
9	1.8	Payment against Non Statutory allowance. The party need not quote for this item.	EA	1933098	1	1933098

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10	1.9	Provision for Revision of Minimum wages. The party need not quote for this item.	EA	1542653	1	1542653
11	1.10	Payment against Paid Annual Leave The party need not quote for this item.	EA	1169153	1	1169153
12	1.11	Payment against 03 National holidays & 08 Festival Holidays The party need not quote for this item.	EA	851926	1	851926
13	1.12	2 nos. of Uniform, Safety Shoe, Socks , Helmets and PPE's as per the provision under Factories Act 1948 and as per safety norms of BCPL per year upon submission of proof of purchase and distribution @ Rs. 3000/- per Worker per year. The party need not quote for this item.	EA	432000	1	432000
14	1.13	Health Checkup provisions under Factories Act 1948 and as per safety norms of BCPL per year upon submission of proof of documents and reports. The party need not quote for this item.	EA	72000	1	72000
15	1.14	Payment against Shift Allowance for manpower performing duties in A, B & C-shift. The party need not quote for this item.	EA	715400	1	715400
16	2	Contractors overhead & profit for the above work, inclusive of deployment of supervisors, tools and tackles ,retention of manpower Refer SCC clause 2.4 & 10	Monthly	24		
17	3	Installation of Indoor/Outdoor type heat shrinkable end termination kit/straight through joint kits for 3 Core, 33KV/6.6KV, Al/Cu. Conductor XLPE Armoured Cable (UE Type), of sizes upto 300 sq.mm. excluding supply of kit but including all tools and tackles etc. as required for making of termination as per standard work practice and directions of the EIC.	Nos.	2		
18	4	Installation of Indoor/Outdoor type heat shrinkable end termination kit for 1 Core, 33KV, Cu. Conductor XLPE Armoured Cable (UE Type), of sizes upto 500 sq.mm. excluding supply of kit but including all tools and tackles etc. as required for making of termination as per standard work practice and directions of the EIC.	Nos.	3		
19	5	Installation of straight through Joint Kit for 1.1KV Grade, Al/Cu. Conductor PVC Insulated and Sheathed Armoured Cable of sizes upto 300 sq.mm. Single/3/3/5/Multi Core Cables, excluding supply of kit but including all tools and tackles etc. required for making of	Nos.	10		

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		termination as per standard work practice and directions of the EIC.				
20	6	Painting of lighting poles and other electrical equipments with Berger / Shalimar / Asian enamel paint, in the shades as directed by the EIC including supply of all labour, material and consumables as per specifications of the tender and directions of EIC.	---	---	---	---
21	6.1	Supply and application of one coat of light build zinc phosphate primer after making preparation of surface to be painted with the help of wire brush, emery or sand paper.	SQM	500		
22	6.2	Supply and application of two coat of first quality synthetic enamel paint / aluminium paint after making preparation of surface to be painted with the help of wire brush, emery or sand paper.	SQM	500		
23	6.3	Supply and application of one coat of first quality synthetic paint / al. paint after making preparation of surface to be painted with the help of wire brush, emery or sand paper.	SQM	500		
24	6.4	Supply and application of two coat of epoxy paint of approved make as per the direction of engineer in charge by spray painting machine including the cost of paint and labour to complete the job.	SQM	500		
25	7	Supply & fixing of 25 mm PVC heavy gauge conduit (As per tender specifications and approved makes) on walls including supply of conduit, clamps, bends, unions, all other required hardwares and accessories, PVC junction boxes and saddles etc, as per the directions of the EIC.	Mtrs.	60		
26	8	Supply and laying of FRLS PVC Insulated Copper Wires in safe area/buildings/substations in existing concealed or surface conduit. This includes removal of burnt/ damaged wire, supply and laying of new wires of same size and making connections in existing DB/Switch etc. of following sizes from lighting/power panel/distribution junction box onwards, excluding the supply of junction boxes and cable glands but including cable termination and connections, including all tools. Tackles and accessories etc. as per approved drawings, specifications of this tender and directions of engineer-in -charge.	---	---	---	---
27	8.1	3/20,3/22,3/18 of FINOLEX/HAVELL's make	Mtrs.	60		
28	8.2	7/20,7/22 of FINOLEX/HAVELL's make	Mtrs.	60		

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29	9	Supply and fixing of casing capping flat conduit on walls/ wooden panels etc. The flat conduit shall be of 1"/1.5" width and shall be fixed using PVC rawal plugs and wooden screws of appropriate size. Material shall be duly approved by EIC and job shall be carried out as per specifications of the tender and directions of EIC.	Mtrs.	400		
30	10	Supply and laying of FRLS PVC insulated copper wire of Havells / Finolex make of following sizes in new/unused Flat PVC conduit/M.S conduit & casing capping, connections on both ends including its necessary terminations as per specifications of the tender and directions of the EIC.	---	---	---	---
31	10.1	3/20, 3/22,3/18 of FINOLEX/HAVELL's make	Mtrs.	500		
32	10.2	7/20, 7/22 of FINOLEX/HAVELL's make	Mtrs.	400		
33	11	Disconnection, Dismantling and Lifting of existing submersible pumpset for borewell including all tools and tackles etc as per specifications of the tender and directions of the EIC.	Nos.	2		
34	12	Lowering, installation and connection of existing/new submersible pumpset for borewell including all tools and tackles etc as per specifications of the tender and directions of the EIC. (Supply of Pumpset is excluded).	Nos.	2		
35	13	Laying of cables of different voltage grades(1.1KV/6.6KV/33KV) and types of the following external overall diameters in ready tray/trenches/supported over concrete or MS structure/pull through GI/Hume pipes including supply, clamping and fabrication of clamps using GI Saddles/Saddle Bars, dressing/fixing of clamps/cleats/welding of saddles, supply and fixing of aluminium/lead strips number tags and tagging of cables, supply and applying of fireproofing paint to meet OISD requirement(for 1 m length near terminations),including transportation from store/yard to site at the place of installation, unpacking, un-rolling of cables, including all labours and materials, as per approved drawings, specification of this tender and direction of Engineer-In-Charge. In case of water logging in cable trench, Contractor shall arrange for dewatering of the trench also.	---	---	---	---
36	13.1	Cables with OD upto 20mm	Mtrs.	2500		
37	13.2	Cables with OD above 20 mm but upto 30mm	Mtrs.	2500		

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38	13.3	Cables with OD above 30 mm but upto 40mm	Mtrs.	1000		
39	13.4	Cables with OD above 40 mm but upto 50mm	Mtrs.	300		
40	13.5	Cables with OD above 50 mm but upto 60mm	Mtrs.	300		
41	13.6	Cables with OD above 60 mm	Mtrs.	300		
42	14	Supply , Fabrication and installation of MS Base Frames, MS Chequered Plates of dimension 50x50x6 mm and 6 mm thick, MS Support for Switchgear and brackets for misc. Electrical Equipment, Cable and Cable Tray Supports out of Rolled MS Section, Flats, Pipes, Plates etc., including shot blasting, welding, bolting, rivetting, supply of necessary anchor bolts and grouting etc., supply of paint and applying one coat of anti-rust primer and two finished coats of approved synthetic enamel paint, including breaking walls/floors etc., for structures as required including supply of all GI hardware material, all labour and materials etc. as per the standard specifications of the tender and directions of Engineer- In-Charge.	Kg	1000		
43	15	Supply, installation and erection of canopies of miscellaneous outdoor equipments like motors, Welding receptacles, Local control stations, switchboards etc. for rain/weather protection of 16 SWG (1.6mm) sheet steel including the cost of steel, hardware, painting and labour etc. as per specifications of the tender and directions of EIC.	Kg	100		
44	16	Supply, fabrication and installation of 22 SWG GI sheet covers for cable trays, including necessary hardwares, including all labour and materials as per specifications of the tender and directions of EIC.	SQM	50		
45	17	Supply, installation and connection of following GI earth strip along the ready cable trenches or cable trays or fixing on walls or structures including welding at joints, providing anti-corrosive paint or bitumen and jute covering for welded portion, clamping and all necessary hardware for connecting etc., including all labour and tools, as per approved drawings, specifications of this tender and directions of Engineers- in- Charge.	---	---	---	---
46	17.1	20 x 3 mm	Mtrs.	200		
47	17.2	50 x 6 mm	Mtrs.	100		

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48	17.3	75 x 10 mm	Mtrs.	50		
49	18	Connecting individual equipment to the earth strip or earth plate with following sizes of G.I. wire rope including the supply of G.I. wire/ G.I. wire rope, lugs, conductors, connecting to the G.I. strip of earth plate and necessary hardware for connection, including all labour and tools, as per approved drawings, specifications of this tender and directions of Engineers- in-Charge.	---	---	---	---
50	18.1	3/8" dia (10 mm) flexible rope.	Mtrs.	50		
51	18.2	5/8" dia (16 mm) flexible rope.	Mtrs.	50		
52	18.3	8 SWG GI wire	Mtrs.	50		
53	19	Supply and laying of GI pipes "B" class of following sizes in required length fixed on steel, concrete or similar structure, above ground or laid in trenches, ready to be buried in concrete, including cutting, threading, bending and similar works, supply of clamps, small iron structures, spacers and installation of seats, plugs, bushings etc. small civil works, including all manpower, materials and tools as per approved drawings, specifications of the tender and directions of EIC.	---	---	---	---
54	19.1	150mm NB	Mtrs.	20		
55	19.2	100mm NB	Mtrs.	20		
56	19.3	50 mm NB	Mtrs.	20		
57	20	Excavation and backfilling of trenches for cables and earth strip etc. in all types of soil except rock, for a maximum depth of 1.5M, shoring, shuttering and dewatering (if necessary) including consolidation and disposal of surplus earth up to a distance of 100 Metres, including all labour and tools, as per approved drawings, specifications of this tender and direction of Engineer-in-charge. (Excavated trench dimensions shall be measured).	CUM	1000		
58	21	Supply and spreading of approved fine river sand/stone dust in cable trenches, including all labour and tools, specifications of this tender and direction of Engineer-in-charge.	CUM	500		

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59	22	Supply and spreading of approved second class bricks of 75 mm thickness in cable trenches for cable protection including all labour and tools, as per approved drawings, specifications of this tender and directions of Engineers- in- Charge.	SQM	500		
60	23	Providing and laying plain cement concrete for all depths below and up to a plinth level in foundations including tamping, ramming, vibrating, curing, shuttering etc. all as specified in any shape, position, thickness and finishing the top surface rough or smooth as specified and directed, including supply of M-15 grade with 20 mm concrete and down size graded crushed stone aggregates, including all labour and tools, as per approved drawings, specifications of this tender and directions of Engineer-in-Charge.	CUM	20		
61	24	Fault Finding of buried cable/cable laid in concrete trench using cable fault locator including excavation at location of fault, manpower, special tools, accessories and logistics at BCPL LEPETKATA/DULIAJAN/LAKWA/RAILWAY SIDING/RAW WATER INTAKE FACILITY as per specifications of the tender and directions of EIC. The work is to be carried out with close supervision and without damage to cable due to faulty equipment/machine/wrong operation and in a safe manner with proper safety gear/PPE's etc.	---	---	---	---
62	24.1	For Power and Control Cables upto 1.1KV Grade	Nos.	10		
63	24.2	For Power Cables of 6.6KV and upto 33 KV Grade	Nos.	5		
64	25	GI PIPE EARTHING STATION: Supply, assembling, installing, testing and commissioning with all the items for constructing GI pipe earthing station. The earthing station comprises of one number B class GI eathing pipe size 40 mm X 5 mm thick (minimum 4.5 mtr. deep) GI funnel with stainless steel hinged door on steel frame (300 X300mm) to cover up the watering pit, minimum 50 Kg salt, minimum 100 kgs of fine charcoal powder, earthing conductor size 25 mm X 3 mm GI flat from pipe to the ground level, required hardware and miscellaneous items. The work involves digging pit on the soil, burying the earth electrode in the mixture of common salt and charcoal, connecting earthing conductor to earthing electrode, backfilling the soil and constructing the watering pit, preparing the earth-pit chamber , at the site as specified and details as per the direction of EIC	Nos.	4		
65	26	Supply with fittings and fixture of Cast Iron(C I) route marking for electrical cable trench	Nos.	100		

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		(Post mounted Cast Iron Plate) as specified and directed by EIC.				
66	27	Manual Boring of 50 MM diameter for road crossing of 6-10 meter length	Nos.	10		
67	28	Maintenance of 33 KV overhead line of BCPL LEPETKATA, and its associated facilities, including tools, tackles, ladders, logistics etc. and PPE's for completion of the work excluding the material for overhead line which shall be supplied by BCPL	---	---	---	---
68	28.1	Identification and rectification of fault in 33 KV Line of 7 Kms from BCPL Plant to CISF/BCPL Township.	Nos.	3		
69	28.2	Identification and rectification of fault in 33KV O/H Line of 3.0 kms from Ghoronia Tea Estate to Railway Siding (Naphtha Loading Facility).	Nos.	3		
70	28.3	Identification and rectification of fault in 33 KV Line of 7 Kms from BCPL Plant to RAW Water Intake Facility.	Nos.	3		
71	28.4	Jungle clearance including uprooting of bushes, tree branches trimming and removal it from the 33 KV overhead network of approx. 7 km long	Nos.	5		
72	28.5	Patrolling of 33 kV overhead line (approx. 7 km) for identification of any problem on monthly basis /as per requirement	Nos.	6		
Total Basic Amount exclusive of GST [CGST+SGST or IGST]:						
Applicable GST [CGST+SGST or IGST] Rate in [__%]:						
Total Amount inclusive of GST [CGST+SGST or IGST]:						
SAC CODE towards subject SERVICE / JOB:						
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:						

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NOTE:

1. BIDDERS WILL HAVE TO QUOTE FOR ALL THE SOR LINE ITEMS.
2. BIDDERS ARE REQUESTED NOT TO INDICATE ANY PRICE IN THIS UNPRICED BID FORMAT.
3. BIDDERS TO MENTION / INDICATE IN WORDS "QUOTED / NOT QUOTED" AGAINST RATES & AMOUNT OF ITEMS AT SL. NO. 16 TO 72.
4. WHILE QUOTING RATES AT SOR SL. NO. -16, NONE OF THE PARTICIPATIVE BIDDER CAN QUOTE 'ZERO' OR '(-)VE'. PLEASE REFER ITB CLAUSE NO. 11 & 12 CAREFULLY BEFORE QUOTING / FILLING THE SOR.
5. BIDDERS TO INDICATE SAC CODE.

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FOR PART-C: BCPL TOWNSHIP & CISF TOWNSHIP

Sl. No	Item No.	Description of Item	UOM	PART-C		
				QTY	Rate (₹)	Amount (₹)
1	1	Payment Towards Basic Minimum Wages along with other statutory allowances, Non statutory allowances ,Uniforms and health check-up as per Factories act 1948 and BCPL Norms	---	---	---	---
2	1.1	Hiring of Service of Highly- Skilled Manpower for Providing assistance in Electrical O&M in General shift/round the clock in 3 shifts. The party need not quote for this item.	Mandays	644	612	394128
3	1.2	Hiring of Service of Skilled Manpower for Providing assistance in Electrical O&M in General shift/round the clock in 3 shifts. The party need not quote for this item.	Mandays	5758	522	3005676
4	1.3	Hiring of Service of Semi-Skilled Manpower for Providing assistance in Electrical O&M in General shift/round the clock in 3 shifts. The party need not quote for this item.	Mandays	6402	433	2772066
5	1.4	Hiring of Service of un skilled manpower to meet emergent situation & for carrying out any unforeseen/ contingent nature job not covered under above items. This will be purely on call basis as and when required. The party need not quote for this item.	Mandays	100	370	37000
6	1.5	Payment gainst deposition of Employee Provident Fund (Employer contribution) The party need not quote for this item.	EA	872153	1	872153
7	1.6	Payment against Bonus. The party need not quote for this item.	EA	552474	1	552474
8	1.7	Payment against ESIC. (Employer contribution) The party need not quote for this item.	EA	315036	1	315036
9	1.8	Payment against Non Statutory allowance.	EA	530588	1	530588

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		The party need not quote for this item.				
10	1.9	Provision for Revision of Minimum wages. The party need not quote for this item.	EA	423432	1	423432
11	1.10	Payment against Paid Annual Leave. The party need not quote for this item.	EA	320903	1	320903
12	1.11	Payment against 03 National holidays & 08 Festival Holidays The party need not quote for this item.	EA	233833	1	233833
13	1.12	2 nos. of Uniform, Safety Shoe, Socks , Helmets and PPE's as per the provision under Factories Act 1948 and as per safety norms of BCPL per year upon submission of proof of purchase and distribution @ Rs. 3000/- per Worker per year. The party need not quote for this item.	EA	120000	1	120000
14	1.13	Health Checkup provisions under Factories Act 1948 and as per safety norms of BCPL per year upon submission of proof of documents and reports. The party need not quote for this item.	EA	20000	1	20000
15	1.14	Payment against Shift Allowance for manpower performing duties in A, B & C-shift. The party need not quote for this item.	EA	204400	1	204400
16	2	Contractors overhead & profit for the above work, inclusive of deployment of supervisors, tools and tackles ,retention of manpower Refer SCC clause 2.4 & 10	Monthly	24		
17	3	Painting of lighting poles and other electrical equipments with Berger / Shalimar / Asian enamel paint, in the shades as directed by the EIC including supply of all labour, material and consumables as per specifications of the tender and directions of EIC.	---	---	---	---
18	3.1	Supply and application of one coat of light build zinc phosphate primer after making preparation of surface to be painted with the help of wire brush, emery or sand paper.	SQM	100		
19	3.2	Supply and application of two coat of first quality synthetic enamel paint / aluminum paint after making preparation of surface to be painted with the help of wire brush, emery or sand paper.	SQM	100		
20	4	Disconnection, Dismantling and Lifting of existing submersible pumpset for borewell including all tools and tackles etc as per specifications of the tender and directions of the EIC.	Nos.	4		

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21	5	Lowering, installation and connection of existing/new submersible pumpset for borewell including all tools and tackles etc as per specifications of the tender and directions of the EIC. (Supply of Pumpset is excluded).	Nos.	4		
22	7	Supply, installation and connection of following GI earth strip along the ready cable trenches or cable trays or fixing on walls or structures including welding at joints, providing anti-corrosive paint or bitumen and jute covering for welded portion, clamping and all necessary hardware for connecting etc., including all labour and tools, as per approved drawings, specifications of this tender and directions of Engineers- in- Charge.	---	---	---	---
23	7.1	20 x 3 mm	Mtrs.	100		
24	7.2	50 x 6 mm	Mtrs.	50		
25	7.3	75 x 10 mm	Mtrs.	25		
26	8	Excavation and backfilling of trenches for cables and earth strip etc. in all types of soil except rock, for a maximum depth of 1.5M, shoring, shuttering and dewatering (if necessary) including consolidation and disposal of surplus earth up to a distance of 100 Metres, including all labour and tools, as per approved drawings, specifications of this tender and direction of Engineer-in-charge.(Excavated trench dimensions shall be measured).	CUM	200		
27	9	Supply and spreading of approved fine river sand/stone dust in cable trenches, including all labour and tools, specifications of this tender and direction of Engineer-in-charge.	CUM	50		
28	10	Supply and spreading of approved second class bricks of 75 mm thickness in cable trenches for cable protection including all labour and tools, as per approved drawings, specifications of this tender and directions of Engineers- in- Charge.	SQM	50		
29	11	Providing and laying plain cement concrete for all depths below and up to a plinth level in foundations including tamping, ramming, vibrating, curing, shuttering etc. all as specified in any shape, position, thickness and finishing the top surface rough or smooth as specified and directed, including supply of M-15 grade with 20 mm concrete and down size graded crushed stone aggregates, including all labour and tools, as per approved drawings, specifications of this tender and directions of Engineer-in-Charge.	CUM	10		

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30	12	GI PIPE EARTHING STATION: Supply, assembling, installing, testing and commissioning with all the items for constructing GI pipe earthing station. The earthing station comprises of one number B class GI eathing pipe size 40 mm X 5 mm thick(minimum 4.5 mtr. deep) GI funnel with stainless steel hinged door on steel frame(300 X300mm) to cover up the watering pit, minimum 50 Kg salt , minimum 100 kgs of fine charcoal powder , earthing conductor size 25 mm X 3 mm GI flat from pipe to the ground level , required hardware and miscellaneous items. The work involves digging pit on the soil , burying the earth electrode in the mixture of common salt and charcoal, connecting earthing conductor to earthing electrode, backfilling the soil and constructing the watering pit, preapring the earth-pit chamber , at the site as specified and details as per the direction of EIC	Nos.	4		
31	13.00	Rewinding of following 1 phase AC motor including supply of all required materials. The insulation class of the material used for rewinding shall be as per the design of the original motor. Transportation of burnt motor from site to Motor rewinding shop and delivering it back to the site shall be in the scope of contractor.	---	---	---	---
32	13.01	Rewinding of burnt Ceiling Fan Motor	No's	100		
33	13.02	Rewinding of burnt Exhaust Fan Motor	No's	75		
34	14.0	Supply of following spare parts of Electric Geyser	---	---	---	---
35	14.01	Power Board, Make : Jaquar	No's	20		
36	14.02	Display Board Make : Jaquar	No's	20		
37	14.03	Thermostat For Jaquar/Venus make Geyser	No's	20		
38	14.04	Heating Element, Make : Venus/Jaquar	No's	20		
39	14.05	Connecting Element used in connecting Power Board and Display Board (Make Jaquar Geyser)	No's	30		
40	15.0	Supply of The following electrical accessories.	---	---	---	---
41	15.01	Spike Buster/Power Strip, 6 A(Make: Orpat/Philips/Havells)	No's	20		

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42	15.02	25 mm casing capping	Mtr.	200		
43	15.03	5 -15 A Modular Switch(Make: Havells/Anchor/Roma/Crabtree)	No's	200		
44	15.04	5-15 A Modular Socket (Make: Havells/Anchor/Roma/Crabtree)	No's	200		
45	15.05	Modular plate(Make: Havells/Anchor/Roma/Crabtree)	No's	50		
46	15.06	Switch Board (4"*4") Modular / Equivalent PVC Board(Make: Anchor/	No's	40		
47	15.07	Switch Board (7"*4") Modular / Equivalent PVC Board	No's	30		
48	15.08	Switch Board (8"*6") Modular / Equivalent PVC Board	No's	30		
49	15.09	16 A S/S combined(Make: Havells/Anchor/Roma/Crabtree)	No's	60		
50	15.10	PVC Flexible conduit pipe	Mtr.	200		
51	15.11	PVC conduit pipe, 25 mm	Mtr.	200		
52	15.12	Bend for PVC conduit pipe	No's	40		
53	16	Supply of starter for the following water/submersible pumps including all accessories	---	---	---	---
54	16.01	Star Delta Starter for Three pahse 10 HP submersible pump (Make: L&T/Havells/Simens/BCH)	Nos	3		
55	16.02	DOL starter for Three phase 5 HP submersible pump(Make: L&T/Havells/Simens/BCH)	Nos	3		
56	17	Shifting of One Barrel Diesel (1 Barrel = 200 Liter) at a time from nearby Fuel station at Barbaruah / Lepetkata to the DEG set located at BCPL Township. Diesel will be provided by BCPL	Nos.	24		
Total Basic Amount exclusive of GST [CGST+SGST or IGST]:						
Applicable GST [CGST+SGST or IGST] Rate in [__ %]:						
Total Amount inclusive of GST [CGST+SGST or IGST]:						

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SAC CODE towards subject SERVICE / JOB:	
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:	

NOTE:

1. BIDDERS WILL HAVE TO QUOTE FOR ALL THE SOR LINE ITEMS.
2. BIDDERS ARE REQUESTED NOT TO INDICATE ANY PRICE IN THIS UNPRICED BID FORMAT.
3. BIDDERS TO MENTION / INDICATE IN WORDS "QUOTED / NOT QUOTED" AGAINST RATES & AMOUNT OF ITEMS AT SL. NO. 16 TO 56.
4. WHILE QUOTING RATES AT SOR SL. NO. -16, NONE OF THE PARTICIPATIVE BIDDER CAN QUOTE 'ZERO' OR '(-)VE'. PLEASE REFER ITB CLAUSE NO. 11 & 12 CAREFULLY BEFORE QUOTING / FILLING THE SOR.
5. BIDDERS TO INDICATE SAC CODE.

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

PART - II - PRICED BID
ATTACHED AS A SEPARATE SHEET

(PLEASE GO TO OUR E-TENDER PORTAL,
SOR TO BE QUOTED UNDER E-MODE ONLY.)

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL
O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA;
PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF
TOWNSHIP" FOR A PERIOD OF TWO YEARS.



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CUT-OUT SLIPS

ENVELOPE – (I): "BID SECURITY / EMD & TENDER FEE /MSE CERTIFICATE (as applicable), POWER OF ATTORNEY AND ANY OTHER TENDER DOCUMENTS" – As per ITB 11.1.1, 5 & 16

DO NOT OPEN

SUB: HIRING OF "AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP FOR A PERIOD OF 2 YEARS.

E-TENDER NO.: BCPL/C&P/CO18W074BB/732

BID SUBMISSION DUE DATE &
TIME ON E-TENDER PORTAL

: 27.07.2018 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, Dist.: DIBRUGARH, Assam,
Pin Code:786006,
Phone no. 0373 2914636.

FROM:

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

**BID SECURITY / EMD & TENDER FEE /MSE CERTIFICATE (as applicable),
POWER OF ATTORNEY AND ANY OTHER TENDER DOCUMENTS.**

ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/CO18W074BB/732 FOR "HIRING OF AMC FOR ELECTRICAL O&M ACTIVITIES IN: PART-A: UPSTREAM, DOWNSTREAM, CPP & WORKSHOP OF BCPL, LEPETKATA; PART-B: IOP, OFFSITES OF BCPL, LEPETKATA & GDU-DULIAJAN AND PART-C: BCPL TOWNSHIP & CISF TOWNSHIP" FOR A PERIOD OF TWO YEARS.