



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
(भारत सरकार का उपक्रम) / (A Government of India Enterprise)



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड Brahmaputra Cracker and Polymer Limited

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)  
प्रशासनिक भि, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA  
निला: नडबूगढ़, असम / DISTT.: DIBURGARH, ASSAM  
नपि कोड - 786006 / PIN CODE: 786006  
दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

**ई-निविदा संख्या / e-TENDER NO:**  
**BCPL/C&P/CO18W116MB/90000843**  
**दिनांक / dated 06.10.2018**

(Tender to be submitted in e-mode only)

## ई-निविदा दस्तावेज़ / e-TENDER DOCUMENT FOR

**“DEPLOYMENT OF DGR SPONSORED SECURITY  
AGENCY AT LEPETKATA, LAKWA AND DULIAJAN  
UNIT OF BCPL FOR A PERIOD OF 02 YEARS. AMONGST  
THE DGR SPONSORED AGENCIES.”**

|                                                                |   |                         |
|----------------------------------------------------------------|---|-------------------------|
| निविदा जमा करने की तिथि व समय<br>Tender Submission Date & Time | : | 15.10.2018 at 14:30 Hrs |
| निविदा खोलने की तिथि व समय<br>Tender Opening Date & Time       | : | 16.10.2018 at 15:00 Hrs |
| प्री-बिड मीटिंग की तिथि व समय<br>Pre Bid meeting Date & Time   | : | 10.10.2018 at 15:00 Hrs |

|                           |   |                |
|---------------------------|---|----------------|
| निविदा शुल्क / Tender Fee | : | NOT APPLICABLE |
| ईएमडी मूल्य / EMD Amount  | : | NOT APPLICABLE |



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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.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

**ई-निविदा संख्या / e-TENDER NO. BCPL/C&P/CO18W116MB/90000843 FOR  
“DEPLOYMENT OF SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN  
UNIT OF BCPL” FOR A PERIOD OF 02 YEARS AMONGST THE DGR SPONSORED  
AGENCIES”**

## **अक्सर पूछे जाने वाले प्रश्न / FREQUENTLY ASKED QUESTIONS**

### **[QUESTIONS AND ANSWERS]**

| SN. | QUESTIONS                                                                                                                                                                               | ANSWER                                                                                                                                                                                                                         |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Where the bidder can see the Tender floated by BCPL?                                                                                                                                    | Yes, please visit Government portal <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> for complete details of tender document including qualifying requirements, important dates, etc.                     |
| 2   | Whether Hard copy of Bids are acceptable?                                                                                                                                               | No, Bids shall be submitted only through e-tender mode in the E-TENDER PORTAL in the manner specified elsewhere in tender document (SECTION-III → Annexure – III). 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?                                                                                                                 | Not Applicable                                                                                                                                                                                                                 |
| 5   | Is there any guideline / instructions how to prepare EMD and Security Deposit?                                                                                                          | Not Applicable                                                                                                                                                                                                                 |
| 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?                       | Not Applicable                                                                                                                                                                                                                 |
| 7   | If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7 days of bid opening, whether bid will be accepted or not? | Not Applicable                                                                                                                                                                                                                 |
| 8   | Is there any exemption in submission of EMD and Security Deposit?                                                                                                                       | (i) Not Applicable<br>(ii) There is no exemption in submission of SD (Security Deposit).                                                                                                                                       |
| 9   | Whether PSU (Public Sector Undertaking) are exempted from submission of EMD                                                                                                             | Not Applicable                                                                                                                                                                                                                 |
| 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?                                               | Not Applicable                                                                                                                                                                                                                 |
| 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.                                                                                    |



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| SN. | QUESTIONS                                                                                                                                                                       | ANSWER                                                                                                                                                                                                                                                                                    |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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.<br><br>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.<br><br><b>PC Security System to be changed /adjusted as per Ready reckoned available in home page of e-tender portal</b>                          |



## विषय - सूची

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**भाग – I**  
**SECTION – I**

**बोली हेतु आमंत्रण (आईएफबी)**  
**INVITATION FOR BIDS (IFB)**



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**  
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**SECTION - I**

**INVITATION FOR BID [IFB]**

**To,**

**Dt. 06.10.2018**

**PROSPECTIVE BIDDERS**

**SUB: DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL FOR A PERIOD OF 02 YEARS. AMONGST DGR SPONSORED AGENCIES.**

**e-Tender NO.: BCPL/C&P/CO18W116MB/90000843**

**Dear Sir/Madam,**

1.0 Brahma Putra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites e-bids from DGR sponsored bidders for the subject service, 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/<br>DELIVERY<br>SCHEDULE/PERIOD | : | The contract shall be valid for a period of Two (02) years from the date as mentioned in LOI / LOA. The same may be extended for further period of 06 months on the same terms & conditions.                                                                                                                               |
| II    | <b>TENDER FEE</b>                                  | : | <b>NOT APPLICABLE</b>                                                                                                                                                                                                                                                                                                      |
| III   | <b>EARNEST MONEY DEPOSIT (EMD)</b>                 | : | <b>Not Applicable</b>                                                                                                                                                                                                                                                                                                      |
| IV    | <b>BID DUE DATE &amp; TIME</b>                     | : | <b>15.10.2018 upto 1430 Hrs</b>                                                                                                                                                                                                                                                                                            |
| V     | <b>OPENING OF UNPRICED BID</b>                     | : | <b>16.10.2018 at 1500 Hrs.</b>                                                                                                                                                                                                                                                                                             |
| VI    | <b>VALIDITY OF OFFER UPTO</b>                      | : | <b>90 days from the date of opening of unpriced bid</b>                                                                                                                                                                                                                                                                    |
| VII   | <b>VENUE FOR OPENING OF UNPRICED BIDS</b>          | : | Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, <b>Administrative Building, PO: Lepetkata, Dist.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373 2914636.</b>                                                                                                              |
| VII I | <b>MODE OF TENDERING</b>                           | : | Limited Domestic Competitive e-Bidding ( <i>Under Two Bid System Basis</i> ) amongst the DGR sponsored agencies. Intimation letter is issued to the DGR sponsored agencies and accordingly, the bidders have to submit their bids at NIC CPP e-tender portal. RFQ is uploaded at BCPL & GAIL website for information only. |
| IX    | <b>DATE AND TIME OF PRE-BID CONFERENCE VENUE</b>   | : | <b>10.10.2018 at 15:00 Hrs.</b>                                                                                                                                                                                                                                                                                            |



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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 (NIC portal) shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in 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) EMD/Bid Security (if applicable)
  - ii) 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 Only DGR sponsored bids is acceptable. 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.
- 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 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

**This is not an ORDER**

For & on behalf of

Brahmaputra Cracker & Polymer Limited

**[Manosh J. Borah]**

Manager [C&P]

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M: 9435384778

E-mail: manosh.borah@bcplindia.co.in;



**भाग – II**  
**SECTION – II**

**बोली मूल्यांकन मानदंड) बीईसी)**  
**और**  
**मूल्य बोली मूल्यांकन कार्यप्रणाली**

**BID EVALUATION CRITERIA (BEC)**  
**&**  
**PRICE BID EVALUATION**  
**METHODOLOGY**



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
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**1.0 BID EVALUATION CRITERIA (BEC):**

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

- 1.1.1 The Agency must be sponsored by DGR (Directorate General Resettlement, Ministry of Defence, Govt. of India).
- 1.1.2 The Agency must be registered with DGR (Directorate General Resettlement, Ministry of Defence, Govt. of India).
- 1.1.3 The Agency should have not been blacklisted by any State PSUs/Central PSUs or any other Government departments.

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

**1.3 Documents/Documentary Evidence to be uploaded by the agency along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1 above:**

| Sn.   | BEC Clause no. | Description                                                         | Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------|----------------|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.3.1 | 1.1            | Technical Criteria–Documents [All documents must be self-certified] |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|       | 1.1.1          | DGR sponsorshi<br>p                                                 | The agency must upload copy of valid sponsorship/empanelment certificate issued by DGR along with the unpriced bid.                                                                                                                                                                                                                                                                                                                                                                                                       |
|       | 1.1.2          | DGR registratio<br>n                                                | The agency must upload copy of valid registration certificate issued by DGR clearly reflecting DGR registration number and date of registration, etc.                                                                                                                                                                                                                                                                                                                                                                     |
|       | 1.1.3          | Blacklistin<br>g                                                    | The agency shall enclose self-certification on Non Judicial stamp paper of Rs. 10/- that they are not blacklisted by any State PSUs/Central PSUs or any other Government departments and that all the furnished documents are genuine and true. Self-certification shall also include that the bidder undertakes to indemnify BCPL from any expenditure incurred/loss suffered by it by their act of misrepresenting or concealing facts. (False documents submitted may lead to termination of contract/ participation). |
| 13.2  | 1.2            | Financial Criteria- Document (Not Applicable)                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- (i) Original sponsorship/empanelment & registration certificate issued by DGR should be available with the agencies for verification of the same, if so desired by BCPL.
- (ii) The cut-off date for meeting the criteria of BEC of the tender shall be the due date for unpriced bid opening.

## **2.0 EVALUATION METHODOLOGY:**

- 2.1 Bidders are required to quote their service charges in the SOR which should **not be more than 14%**. Bids of the agencies **quoting above 14% service charges** would be rejected. The wages payable to personnel deployed is as per Ministry of Labour & Employment Minimum wages notification / DGR guideline. The minimum wages payable as per DGR notification dated 01.04.2018 to the Security Personnel's is as given here under:

| Sn | Personnel           | Area C (Basic)                   |
|----|---------------------|----------------------------------|
| 1  | Security Guard      | Basic + VDA per day Rs. 522/-    |
| 2  | Gunman              | Basic + VDA per day Rs. 612/-    |
| 3  | Security Supervisor | Basic + VDA per day Rs. 594.26/- |

### **Note 1:**

- i) Security supervisor will be paid the 1.33 times of basic of guard plus other allowances as applicable.
- ii) Wages will be revised as per the DGR guideline/notification regarding minimum wages from time to time.

## **2.2 The process for selection of L1 bidder will be as under:**

- 2.2.1 Bidder / vendor quoting minimum service charges will be L1.

### **Note 2:**

The service Charges chargeable by security agency will be negotiable between CPSE and the agency concerned subject to guidelines issued vide MoD OM No 28(3)/2012-D (Res-1) dated 09.07.2012 and amendments made therein from time to time as per office memorandum vide ref. no. DPE-GM-12/0001/2016-GM-FTS-5410 dt. 13.09.2018 of Ministry of Industries and Heavy Industries & Public Enterprises, New Delhi.

- 2.2.2 If there is a tie, then the agency which is senior as per DGR sponsored ESM number in accordance to DGR reference letter number 2112/SA/BCPL/2018/Assam/3568/4344/4186/3479/3498/Emp., 2112/SA/BCPL/2018/Assam/4344/3568/3498/4186/3479/Emp. & 2112/SA/BCPL/2018/Assam/3568/3479/3498/4344/4186/Emp. issued on 31.08.2018 shall be awarded the contract for Dibrugarh, Sivasagar and Duliajan area respectively .



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**2.3 SPLITTING OF CONTRACT:**

*Splitting and Award of contract will be at the sole discretion of BCPL.*

**2.4 CPBG: The following CPBG clause shall applicable:**

**2.4.1** *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 03 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**

**2.4.2** *The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of annualized Basic Contract Value to be submitted within 30 days of LOI/LOA 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 (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. Details as per ITB of tender document.*

**2.5 PPP Policy 2012:** Not Applicable

**2.6 EARNEST MONEY DEPOSIT:** Not Applicable.

**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.*



**भाग – III**  
**SECTION – III**

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

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



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
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**SECTION-III**  
**INSTRUCTION TO BIDDERS**  
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**[A] GENERAL:**

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM JOINT VENTURE / CONSORTIUM
4. ONE BID PER BIDDER
5. COST OF BIDDING & TENDER FEE
6. SITE-VISIT

**[B] BIDDING DOCUMENTS:**

7. CONTENTS OF BIDDING DOCUMENTS
8. CLARIFICATION OF BIDDING DOCUMENTS
9. AMENDMENT OF BIDDING DOCUMENTS

**[C] PREPARATION OF BIDS:**

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. SCHEDULE OF RATES / BID PRICES
13. TAXES & DUTIES
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY / BID SECURITY
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

**[D] SUBMISSION OF BIDS:**

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS
25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS



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32. EVALUATION AND COMPARISON OF BIDS
33. [PRICE BID EVALUATION METHODOLOGY]
34. COMPENSATION FOR EXTENDED STAY
35. PURCHASE PREFERENCE

**[F] AWARD OF CONTRACT:**

36. AWARD
37. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
38. SIGNING OF AGREEMENT
39. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
40. PROCEDURE FOR ACTION IN CASE  
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
41. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
42. AHR ITEMS
43. VENDOR PERFORMANCE EVALUATION PROCEDURE
44. INCOME TAX & CORPORATE TAX
45. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND  
ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC  
ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER
46. DISPUTE RESOLUTION
47. BILLING SYSTEM
48. TRANSPARENCY
49. SALE OF BID DOCUMENTS
50. SUBLETTING & ASSIGNMENT
51. DIRECT PAYMENTS TO SUB-VENDORS / SUPPORTING AGENCIES  
OF MAIN CONTRACTOR
52. 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.



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



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**5. COST OF BIDDING & TENDER FEE**

**5.1. COST OF BIDDING**

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

**5.2. TENDER FEE- NOT APPLICABLE**

5.2.1. Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

5.3. SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.

5.4. In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Owner.

**6. SITE VISIT**

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

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

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



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## **[B] – BIDDING DOCUMENTS**

### **7. CONTENTS OF BIDDING DOCUMENTS**

7.1. The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":

- Section-I : Invitation for Bid [IFB]
- Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
- Section-III : Instructions to Bidders [ITB]  
Annexure  
Forms & Format
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work[SOW]
- Section-VII : Health, Safety and Environment [HSE] Specifications
- Section-VIII : Schedule of Rates

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

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

### **8. CLARIFICATION OF BIDDING DOCUMENTS**

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



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- 8.2. Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

**9. AMENDMENT OF BIDDING DOCUMENTS**

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

**[C] – PREPARATION OF BIDS**

**10. LANGUAGE OF BID:**

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

**11. DOCUMENTS COMPRISING THE BID**

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

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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD).
- (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



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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 \*
- (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.

**PS: The following documents in addition to uploading in the bid on BCPL's E-Tendering website (NIC Portal) shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in 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) **EMD/Bid Security (including MSE Certificate if applicable for exemption)**
- ii) **Power of Attorney**

**\*The Original Bid Security/ EMD, copy of which have 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 & Tender Fee (if any) were earlier uploaded by the bidder. In the event bidder fails to upload a copy of the same EMD/ Bid Security & Tender Fee (if any), 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. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder. Refer Annexure-III for E-tendering.**



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**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 unpriced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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



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**12 SCHEDULE OF RATES / BID PRICES**

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



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**13.0 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.



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

13.10 **Anti-profiteering clause**



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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 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:**

**[THE ORIGINAL DEMAND DRAFT OR BANK GUARANTEE OR VALID MSE CERTIFICATE (IF APPLICABLE FOR EXEMPTION) SHALL BE FORWARDED TO BCPL. THE ORIGINAL HARDCOPY OF DEMAND DRAFT OR BANK GUARANTEE OF EMD OR VALID MSE CERTIFICATE (IF APPLICABLE FOR EXEMPTION) 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 Brahma Putra 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.



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- 16.2. The 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3. BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5. **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**
- 16.6. The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7. Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
  - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
  - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - i. to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
    - ii. to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38",
    - iii. to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.



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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.

**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.**



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

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

**20. E-PAYMENT**

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



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**[D] – SUBMISSION OF BIDS**

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

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

**22. DEADLINE FOR SUBMISSION OF BIDS**

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

**23. LATE BIDS**

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

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

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

**24. MODIFICATION AND WITHDRAWAL OF BIDS**

- 24.1. Modification and withdrawal of bids shall be as follows:-
- 24.1.1. For E- TENDERING, the bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.



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- 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.



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**30. CORRECTION OF ERRORS**

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

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

30.2. The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

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

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

**32. EVALUATION AND COMPARISON OF BIDS**

Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 7.0 of ITB) after considering the effect of cenvatcredit 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.

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**[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.



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

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

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

## **36. SIGNING OF AGREEMENT**

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

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

- 37.1. Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract.
- 37.2. The contract performance security shall be for an amount equal to 10% of order value (excluding GST) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment and same must be valid for 3 months beyond the contract period,. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties. Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as



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

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

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

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

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



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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.

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

39.1. Not applicable in this tender.

## **40. AHR ITEMS**

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

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

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

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

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

## **41. VENDOR PERFORMANCE EVALUATION PROCEDURE**

Shall be as stipulated Annexure II to ITB herewith.

## **42. INCOME TAX & CORPORATE TAX**

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

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

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

## **42.4. MENTIONING OF PAN NO. IN INVOICE/BILL**

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



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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.

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

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

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

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



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Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.

- 43.4. Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 43.5. If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 43.6. Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and 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.
- 43.7. The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 43.8. The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

## 44. BILLING SYSTEM

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

(a) Top left corner of the envelope

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

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

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

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

(b) Address:



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**To,**

| In case of LOA/Contract                                                                                                                                                                                                                           | In case of PO                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HOD/EIC (Indenting/User Department)</b><br><b>M/s Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006<br>Phone no. 0373 2914636. | <b>HOD (C&amp;P)</b><br><b>M/s Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006<br>Phone no. 0373 2914636. |

**45. TRANSPARENCY**

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

**46. SALE OF BID DOCUMENTS**

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

**47. SUBLETTING & ASSIGNMENT**

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

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

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

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



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## 49. CHECK MEASUREMENT

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

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



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quantity and concealed items have been covered in the items selected for checking.

- 49.6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate officer/officers have exercised the requisite percentage check as stipulated in the procedure.
- 49.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as “Checked and verified.”
50. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
51. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practice' shall prevail.

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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



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BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.

C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.

C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

C.3.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.

C.3.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.

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

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

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

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



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

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

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

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

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

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
  - D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
  - D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.



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- D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.
- E. Appeal against the Decision of the Competent Authority:**
- E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.
- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- F.** Wherever there is contradiction with respect to terms of ‘Integrity pact’, GCC and ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’ shall prevail.
- .....



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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**

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

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

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

(A) Where Performance rating is “POOR”:

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

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



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

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

(B) Where Performance rating is “FAIR”:

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

## 3.2. FOR CONSULTANCY JOBS

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

## 3.3. FOR OPERATION & MAINTENANCE

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

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

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



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

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

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

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

(B) Where Performance rating is “FAIR”

Recommend for issuance of warning to such defaulting 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.



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

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

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

**6.0 EFFECT OF HOLIDAY**

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

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

- 6.3. Effect on other ongoing tendering:

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

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

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

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

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

- 8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such bidder will be put on holiday for a



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period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

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

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

**10.0 ERRANT BIDDER**

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

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

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



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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**

|    | <b>Delivery Period/<br/>Completion Schedule</b> | <b>Delay in Weeks</b> | <b>Marks</b> |
|----|-------------------------------------------------|-----------------------|--------------|
| 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<br>- Moderate nature<br>- low severe nature                                          | 0 marks<br>5 marks<br>10-25 marks |
| iii) Number of deviations                                                     | 1. No deviation<br>2. No. of deviations $\leq 2$<br>3. No. of deviations $> 2$                                | 5 marks<br>2 marks<br>0 marks     |



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**1.3 RELIABILITY PERFORMANCE**

**20 Marks**

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



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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:

| 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 (For O&M)

1. Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

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



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**1.3 RELIABILITY PERFORMANCE**

**20 Marks**

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



## **(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:

#### **3.1 PC/Laptop with Windows OS, Internet Explorer:**



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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/submitted the Bids.

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

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

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

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

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

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

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

Login E-Mail ID cannot be changed.

## **3.6 About Digital Signature:**

### **(I) What is a Digital Signature?**



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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>
5. <http://www.nicca.nic.in>
6. [www.idrbtca.org.in](http://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.



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## **4. How to submit On-line Bids/Offeres 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/Offeres online in a secured manner ensuring confidentiality. Bidder can also download the tender documents from BCPL websites, but they must have to quote through e-mode only (CPP Portal).

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

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

### **8.0 Content of Bid:**

#### **8.1 Un-Priced Bid:**

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

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

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

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

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

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



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

Note:

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

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

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

## **8.2 Priced Bid:**

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

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

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

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

## **10. Submission of documents:**

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

## **11. Last date for submission of bids:**

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



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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.

## 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.

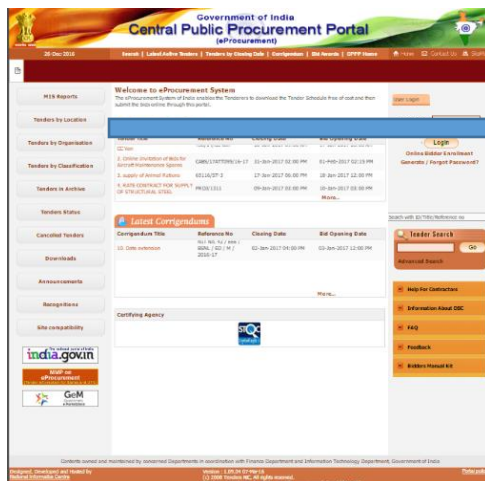
## 20. **Search Tender for Guest Users:**



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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.



[contd.]



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

## BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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### 21. Check list / Quick View Summary:

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

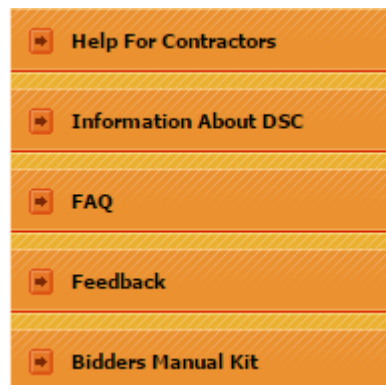
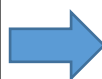
For various queries, manual, FAQs and information may please refer the link  
<https://eprocure.gov.in/eprocure/app>



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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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 e Procurement Portal.**

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

# In FAQ user will get various FAQ related to:

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

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

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

|   |                           |                                         |
|---|---------------------------|-----------------------------------------|
| 1 | Notice to Bidders         | <a href="#">notice_to_bidders.pdf</a>   |
| 2 | Registration of Bidders   | <a href="#">bidder_registration.pdf</a> |
| 3 | Uploading of My Documents | <a href="#">my_documents.pdf</a>        |



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|   |                                               |                                                  |
|---|-----------------------------------------------|--------------------------------------------------|
| 4 | Online e-Bid Submission                       | <a href="#">two cover bid submission.pdf</a>     |
|   |                                               | <a href="#">three cover bid submission.pdf</a>   |
|   |                                               | <a href="#">four cover bid submission.pdf</a>    |
|   |                                               | <a href="#">single cover bid submission.pdf</a>  |
| 5 | Online Bid Withdrawal                         | <a href="#">bid withdrawal.pdf</a>               |
| 6 | Online Bid Re-submission                      | <a href="#">bid resubmission.pdf</a>             |
| 7 | Clarifications (Tender Status, My Archive...) | <a href="#">enquiry.pdf</a>                      |
| 8 | Trouble Shooting                              | <a href="#">troubleshoot document.pdf</a>        |
| 9 | BoQ Preparation Guidelines                    | <a href="#">BoQ Help Bidder ItemRate.pdf</a>     |
|   |                                               | <a href="#">BoQ Help Bidder ItemWise Tax.pdf</a> |
|   |                                               | <a href="#">BoQ Help Bidder Percentage.pdf</a>   |

**HELP DESK (BCPL)**

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

Mobile : 8811017320

Email : [etender@bcplindia.co.in](mailto: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](mailto:cphp-nic@nic.in)

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**ANNEXURE-IV**

**BIDDING DATA SHEET (BDS)**

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

| <b>A. GENERAL</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                           |                |                                                                                            |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------------------------|
| <b>ITB clause</b>          | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |                                                                                           |                |                                                                                            |
| <b>1.2</b>                 | The Invitation for Bids/ Tender no is :<br><br><b>TENDER NO.: BCPL/C&amp;P/CO18W116MB/90000843</b>                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |                                                                                           |                |                                                                                            |
| <b>1.1</b>                 | The Employer/Owner is: <b>M/s Brahmaputra Cracker &amp; Polymer Limited</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |                                                                                           |                |                                                                                            |
| <b>2.1</b>                 | Name of the Contract: <b>DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL FOR A PERIOD OF 02 YEARS.</b>                                                                                                                                                                                                                                                                                                                                                                                              |            |                                                                                           |                |                                                                                            |
| <b>3</b>                   | BIDS FROM CONSORTIUM/ JOINT VENTURE<br><table border="1" style="margin: 10px auto; width: 60%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">APPLICABLE</td> <td style="text-align: center; padding: 5px;"><div style="border: 2px solid orange; display: inline-block; padding: 2px 10px;">NO</div></td> </tr> <tr> <td style="padding: 5px;">NOT APPLICABLE</td> <td style="text-align: center; padding: 5px;"><div style="border: 2px solid orange; display: inline-block; padding: 2px 10px;">YES</div></td> </tr> </table> | APPLICABLE | <div style="border: 2px solid orange; display: inline-block; padding: 2px 10px;">NO</div> | NOT APPLICABLE | <div style="border: 2px solid orange; display: inline-block; padding: 2px 10px;">YES</div> |
| APPLICABLE                 | <div style="border: 2px solid orange; display: inline-block; padding: 2px 10px;">NO</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |                                                                                           |                |                                                                                            |
| NOT APPLICABLE             | <div style="border: 2px solid orange; display: inline-block; padding: 2px 10px;">YES</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |                                                                                           |                |                                                                                            |
| <b>5.2.1</b>               | Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of <b>Brahmaputra Cracker &amp; Polymer Ltd.</b> payable at _____                                                                                                                                                                                                                                                                                                                                                                                         |            |                                                                                           |                |                                                                                            |
| <b>B. BIDDING DOCUMENT</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                                                                                           |                |                                                                                            |
| <b>ITB clause</b>          | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |                                                                                           |                |                                                                                            |
| <b>8.1</b>                 | For <b><u>clarification purposes</u></b> only, the communication address is:<br><br>Attention:<br>Mr. Manosh J Borah, Manager (C&P) /<br><br>Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code: 786006, Phone no. 0373 2914636. Email id: <a href="mailto:manosh.borah@bcplindia.co.in">manosh.borah@bcplindia.co.in</a> ;                                                                            |            |                                                                                           |                |                                                                                            |



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| <b>C. PREPARATION OF BIDS</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ITB clause</b>                        | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>11.1.1 (u)</b>                        | The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers):<br><u>NIL</u><br><hr/> <hr/>                                                                                                                                                                                                                                                                                                 |
| <b>12</b>                                | Additional Provision for Schedule of Rate/ Bid Price are as under:<br><hr/> <hr/>                                                                                                                                                                                                                                                                                                                                                              |
| <b>14</b>                                | The currency of the Bid shall be INR                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>15</b>                                | The bid validity period shall be three months from final 'Bid Due Date'.                                                                                                                                                                                                                                                                                                                                                                       |
| <b>16</b>                                | In case ' <b>Earnest Money / Bid Security</b> ' is in the form of ' <b>Demand Draft</b> ' or ' <b>Banker's Cheque</b> ', the same should be favor of <b>Brahmaputra Cracker &amp; Polymer Ltd.</b> , payable at _____                                                                                                                                                                                                                          |
| <b>D. SUBMISSION AND OPENING OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>ITB clause</b>                        | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>18</b>                                | In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.                                                                                                                                                                                                                                                                                                                           |
| <b>22</b>                                | The E-Tender No. of this bidding process is:<br><b>BCPL/C&amp;P/CO18W116MB/90000843</b>                                                                                                                                                                                                                                                                                                                                                        |
| <b>22.3</b>                              | For <u><b>submission of EMD</b></u> only, the Owner's address is :<br>Attention:<br>Mr. Manosh J Borah, Manager (C&P) /<br>Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: <a href="mailto:manosh.borah@bcplindia.co.in">manosh.borah@bcplindia.co.in</a> ; |
| <b>26</b>                                | <b>The bid opening shall take place at:</b><br>Address:<br><b>Brahmaputra Cracker and Polymer Limited</b> (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt. Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: <a href="mailto:manosh.borah@bcplindia.co.in">manosh.borah@bcplindia.co.in</a> ;<br><b>Date: 15.10.2018</b><br><b>Time: 15:00 Hrs.</b>                        |



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| <b>E. EVALUATION AND COMPARISON OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |            |                |            |     |            |    |           |
|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|----------------|------------|-----|------------|----|-----------|
| <b>ITB clause</b>                           | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |            |                |            |     |            |    |           |
| <b>32</b>                                   | Evaluation Methodology is mentioned in Part-II of tender document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |            |                |            |     |            |    |           |
| <b>33</b>                                   | Compensation for Extended Stay: <table border="1" style="width: 100%; margin-top: 10px; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">APPLICABLE</td> <td style="width: 50%; text-align: center; padding: 5px;"><b>NO</b></td> </tr> <tr> <td style="padding: 5px;">NOT APPLICABLE</td> <td style="text-align: center; padding: 5px;"><b>YES</b></td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                             | APPLICABLE | <b>NO</b>  | NOT APPLICABLE | <b>YES</b> |     |            |    |           |
| APPLICABLE                                  | <b>NO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |            |                |            |     |            |    |           |
| NOT APPLICABLE                              | <b>YES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |            |                |            |     |            |    |           |
| <b>F. AWARD OF CONTRACT</b>                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |            |            |                |            |     |            |    |           |
| <b>ITB clause</b>                           | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |            |                |            |     |            |    |           |
| <b>37</b>                                   | State of which stamp paper is required for Contract Agreement:<br><b>State: Assam</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |            |                |            |     |            |    |           |
| <b>38</b>                                   | Contract Performance Security/ Security Deposit <table border="1" style="width: 100%; margin-top: 10px; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">APPLICABLE</td> <td style="width: 50%; text-align: center; padding: 5px;"><b>YES</b></td> </tr> <tr> <td style="padding: 5px;">NOT APPLICABLE</td> <td style="text-align: center; padding: 5px;"><b>NO</b></td> </tr> </table> <p style="color: red; margin-top: 10px;"><b>Applicable: As specified in Section –II (ITB) of tender document.</b></p>                                                                                                                                                                                                                                                                                                       | APPLICABLE | <b>YES</b> | NOT APPLICABLE | <b>NO</b>  |     |            |    |           |
| APPLICABLE                                  | <b>YES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |            |                |            |     |            |    |           |
| NOT APPLICABLE                              | <b>NO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |            |                |            |     |            |    |           |
| <b>40</b>                                   | Public Procurement Policy for MSEs : <table border="1" style="width: 100%; margin-top: 10px; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">APPLICABLE</td> <td style="width: 50%; text-align: center; padding: 5px;"><b>YES</b></td> </tr> <tr> <td style="padding: 5px;">NOT APPLICABLE</td> <td style="text-align: center; padding: 5px;"><b>NO</b></td> </tr> </table> <p style="margin-top: 10px;">Whether tendered item is non-split able or not-divisible:</p> <table border="1" style="width: 100%; margin-top: 10px; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">YES</td> <td style="width: 50%; text-align: center; padding: 5px;"><b>YES</b></td> </tr> <tr> <td style="padding: 5px;">NO</td> <td style="text-align: center; padding: 5px;"><b>NO</b></td> </tr> </table> | APPLICABLE | <b>YES</b> | NOT APPLICABLE | <b>NO</b>  | YES | <b>YES</b> | NO | <b>NO</b> |
| APPLICABLE                                  | <b>YES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |            |                |            |     |            |    |           |
| NOT APPLICABLE                              | <b>NO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |            |                |            |     |            |    |           |
| YES                                         | <b>YES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |            |                |            |     |            |    |           |
| NO                                          | <b>NO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |            |                |            |     |            |    |           |
| <b>41</b>                                   | Provision of AHR Item : <table border="1" style="width: 100%; margin-top: 10px; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">APPLICABLE</td> <td style="width: 50%; text-align: center; padding: 5px;"><b>YES</b></td> </tr> <tr> <td style="padding: 5px;">NOT APPLICABLE</td> <td style="text-align: center; padding: 5px;"><b>NO</b></td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                     | APPLICABLE | <b>YES</b> | NOT APPLICABLE | <b>NO</b>  |     |            |    |           |
| APPLICABLE                                  | <b>YES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |            |                |            |     |            |    |           |
| NOT APPLICABLE                              | <b>NO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |            |                |            |     |            |    |           |
| <b>Clause no.<br/>27.3 of GCC</b>           | Bonus for Early Completion: <table border="1" style="width: 100%; margin-top: 10px; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">APPLICABLE</td> <td style="width: 50%; text-align: center; padding: 5px;"><b>NO</b></td> </tr> <tr> <td style="padding: 5px;">NOT APPLICABLE</td> <td style="text-align: center; padding: 5px;"><b>YES</b></td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                 | APPLICABLE | <b>NO</b>  | NOT APPLICABLE | <b>YES</b> |     |            |    |           |
| APPLICABLE                                  | <b>NO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            |            |                |            |     |            |    |           |
| NOT APPLICABLE                              | <b>YES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |            |                |            |     |            |    |           |



## **PART - IV**

## **फॉर्म और प्रारूप**

# **FORMS & FORMATS**



**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<br>IF BIDDER'S WORKING CAPITAL IS INADEQUATE         |
| F-16     | FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE<br>FOR FINANCIAL CAPABILITY OF THE BIDDER |
| F-17     | BIDDER'S QUERIES FOR PRE BID MEETING                                                  |
| F-18     | E-BANKING FORMAT                                                                      |
| F-19     | FORMAT FOR MSEs                                                                       |



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**  
 (भारत सरकार का उपक्रम) / (A Government of India Enterprise)

**F-1**

**BIDDER'S GENERAL INFORMATION**

To,  
 M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT  
 LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL FOR A  
 PERIOD OF 02 YEARS.**

**E-Tender No.: BCPL/C&P/CO18W116MB/90000843**

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

**ई-निविदा संख्या / e-TENDER NO. BCPL/C&P/CO18W116MB/90000843 FOR “DEPLOYMENT OF DGR  
 SPONSORED SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL” FOR A  
 PERIOD OF 02 YEARS”**



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

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

|    |                                                                              |                                                                                                                                                                                                  |
|----|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                              | (Country Code) (Area Code) (Telephone No.)                                                                                                                                                       |
| 12 | ISO Certification, if any                                                    | {If yes, please furnish details}                                                                                                                                                                 |
| 13 | Bid Currency                                                                 |                                                                                                                                                                                                  |
| 14 | Banker's Name                                                                |                                                                                                                                                                                                  |
| 15 | Branch                                                                       |                                                                                                                                                                                                  |
| 17 | Bank account number                                                          |                                                                                                                                                                                                  |
| 18 | PAN No.                                                                      | [Enclose copy of PAN Card]                                                                                                                                                                       |
| 19 | 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 | NA                                                                                                                                                                                               |
| 21 | Whether Micro/Small Enterprise                                               | NA                                                                                                                                                                                               |
| 22 | Type of Micro/Small Enterprise                                               | NA                                                                                                                                                                                               |
| 23 | Type of Entity                                                               | Corporate/ Non-Corporate (As per Service tax Act).<br>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).                                                       |
| 24 | GST No.                                                                      | [Enclose copy of GST Registration Certificate]                                                                                                                                                   |
| 25 | Vendor Classification<br><br>Mark (✓) on the applicable one.                 | Registered <input type="checkbox"/><br>Un-registered <input type="checkbox"/><br>Compound Scheme <input type="checkbox"/><br>PSU , GOVT <input type="checkbox"/><br>SEZ <input type="checkbox"/> |

Place:  
Bidder]  
Date:

[Signature of Authorized Signatory of

Name:  
Designation:  
Seal:



**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: “DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL FOR A PERIOD OF 02 YEARS”**

**E-Tender NO.: BCPL/C&P/CO18W116MB/90000843**

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/CO18W116MB/90000843 FOR “DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL” FOR A PERIOD OF 02 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: “DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT  
LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL FOR A  
PERIOD OF 02 YEARS.”**

**E-Tender NO.: BCPL/C&P/CO18W116MB/90000843**

**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. 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.
3. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
4. Power of Attorney\*

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:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

**F-4**

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

**(NOT APPLICABLE IN THIS TENDER)**

**F-5**

**LETTER OF AUTHORITY**  
**(NOT APPLICABLE IN THIS TENDER)**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

F-6

**"NO DEVIATION" CONFIRMATION**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT  
LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL FOR A  
PERIOD OF 02 YEARS."**

**E-Tender NO.: BCPL/C&P/CO18W116MB/90000843**

**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:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

F-7

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT  
LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL FOR A  
PERIOD OF 02 YEARS.”**

**E-Tender NO.: BCPL/C&P/CO18W116MB/90000843**

**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:



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: “DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL FOR A PERIOD OF 02 YEARS.”**

**E-Tender NO.: BCPL/C&P/CO18W116MB/90000843**

**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:



**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

Dear Sir(s),

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

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

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

1. We

\_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee to you that  
if default shall be made by M/s. \_\_\_\_\_ in  
performing any of the terms and conditions of the tender/order/contract or in  
payment of any money payable to M/s Brahmaputra Cracker and Polymer  
Limited we shall on first demand pay without demur, contest, protest and/ or  
without any recourse to the contractor to BCPL in such manner as you may



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**  
(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_

of the Bank (contractor) on whose behalf this guarantee is issued.

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

INSTRUCTIONS FOR FURNISHING



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

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

.....



**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: “DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL FOR A PERIOD OF 02 YEARS.”**

**E-Tender NO.: BCPL/C&P/CO18W116MB/90000843**

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. | 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 Goods & Service Tax (GST) in percentage                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                       |
| 5.  | Kindly mention GSTIN no. and furnish a copy of the same                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |
| 6.  | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document.<br>ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.                                                                                                                                                                                                                                                                                                                                    |                       |
| 7.  | Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.                                                                                                                                                                                                                                                                                                                                                                                                                                      |                       |
| 8.  | Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its |                       |



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

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

| Sl. | DESCRIPTION                                                                                                                                                                                             | BIDDER'S CONFIRMATION |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|     | letterhead.                                                                                                                                                                                             |                       |
| 9.  | Confirm contract period shall be reckoned from the date of Fax of Intent.                                                                                                                               |                       |
| 10. | Confirm acceptance of Price Reduction Schedule as specified in Bid document.                                                                                                                            |                       |
| 11. | a) Confirm acceptance of all terms and conditions of Bid Document (all sections).<br>b) Confirm that printed terms and conditions of bidder are not applicable.                                         |                       |
| 12. | Confirm your offer is valid for 03 months from Final/Extended due date of opening of Techno-commercial Bids.                                                                                            |                       |
| 13. | Kindly mention the PAN number and furnish a copy of the same.                                                                                                                                           |                       |
| 14. | Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).                                                                                                              |                       |
| 15. | Confirm that you have quoted strictly as per <b>SCC, SOR, SOW</b> attached along with the tender document without any deviation                                                                         |                       |
| 16. | Confirm acceptance to the points of the <b>AGREEMENT</b> attached along with the SCC.                                                                                                                   |                       |
| 17. | 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. |                       |
| 18. | 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.                              |                       |
| 19. | All correspondence must be in ENGLISH language only.                                                                                                                                                    |                       |
| 20. | Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.                                                                     |                       |
| 21. | Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.                                                                                                                   |                       |
| 22. | Kindly mention the SAC code for the service.                                                                                                                                                            |                       |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

ई-निविदा संख्या / e-TENDER NO. BCPL/C&P/CO18W116MB/90000843 FOR "DEPLOYMENT OF DGR  
 SPONSORED SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL" FOR A  
 PERIOD OF 02 YEARS"



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**  
(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

**F-11**

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL FOR A PERIOD OF 02 YEARS.”**

**E-Tender NO.: BCPL/C&P/CO18W116MB/90000843**

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 : .....

**ई-निविदा संख्या / e-TENDER NO. BCPL/C&P/CO18W116MB/90000843 FOR “DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL” FOR A PERIOD OF 02 YEARS”**



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: “DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT  
LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL FOR A  
PERIOD OF 02 YEARS.”**

**E-Tender NO.: BCPL/C&P/CO18W116MB/90000843**

Dear Sir

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

Place:  
Date:

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

**F-13**

**BIDDER'S REGISTRATION**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT  
LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL FOR A  
PERIOD OF 02 YEARS."**

**E-Tender NO.: BCPL/C&P/CO18W116MB/90000843**

| S<br>n | Name of Agency | Date of registration<br>with DGR | DGR registration number | Validity |
|--------|----------------|----------------------------------|-------------------------|----------|
| 1      |                |                                  |                         |          |

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



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**  
 (भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

**F-14**

**CHECK LIST**

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

Please ensure compliance and tick (✓) against following points:

| S. No. | DESCRIPTION                                                                                                                                                                             | CHECK BOX | REFERENCE PAGE NO. OF THE BID SUBMITTED |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------|
| 1.0    | 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     | Signed and stamped copy of SCC, SOR, SOW etc.                                                                                                                                           |           |                                         |
| iii    | Power of Attorney in the name of person signing the bid.                                                                                                                                |           |                                         |
| iv     | Copies of documents defining constitution or legal status, place of registration and principal place of business of the company                                                         |           |                                         |
| v      | Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.                                                                |           |                                         |
| vi     | Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)                    |           |                                         |
| vii    | Confirm submission of document 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                                                                     |           |                                         |
| 7.0    | Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable). |           | Not Applicable                          |



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

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

**DOCUMENTS & CERTIFICATION CHECKLIST**

| S NO    | DESCRIPTION                                                                            | CHECK LIST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | YES/NA | NO |
|---------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|----|
| 1       | EMD Value                                                                              | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |    |
| 2       | BID VALIDITY UPTO 03 MONTHS                                                            | ACCEPTED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | YES    | NO |
| 3 (i)   | Technical BEC                                                                          | The Agency must be sponsored by DGR (Directorate General Resettlement, Ministry of Defence, Govt. of India).                                                                                                                                                                                                                                                                                                                                                                                                              | YES    | NO |
| 3 (ii)  |                                                                                        | The Agency must be registered with DGR (Directorate General Resettlement, Ministry of Defence, Govt. of India).                                                                                                                                                                                                                                                                                                                                                                                                           | YES    | NO |
| 3 (iii) |                                                                                        | The Agency should have not been blacklisted by any State PSUs/Central PSUs or any other Government departments.                                                                                                                                                                                                                                                                                                                                                                                                           | YES    | NO |
| 4 (i)   | Documents submitted                                                                    | The agency must upload copy of valid sponsorship/empanelment certificate issued by DGR along with the unpriced bid.                                                                                                                                                                                                                                                                                                                                                                                                       | YES    | NO |
| 4 (ii)  |                                                                                        | The agency must upload copy of valid registration certificate issued by DGR clearly reflecting DGR registration number and date of registration, etc.                                                                                                                                                                                                                                                                                                                                                                     | YES    | NO |
| 4 (iii) |                                                                                        | The agency shall enclose self-certification on Non Judicial stamp paper of Rs. 10/- that they are not blacklisted by any State PSUs/Central PSUs or any other Government departments and that all the furnished documents are genuine and true. Self-certification shall also include that the bidder undertakes to indemnify BCPL from any expenditure incurred/loss suffered by it by their act of misrepresenting or concealing facts. (False documents submitted may lead to termination of contract/ participation). | YES    | NO |
| 4       | Tender Document uploaded                                                               | Uploaded Unedited & Digitally signed ALONGWITH UNPRICED BID.                                                                                                                                                                                                                                                                                                                                                                                                                                                              | YES    | NO |
| 5       | 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 |
| 6       | POWER OF ATTORNEY                                                                      | Power of Attorney in the name of person signing the bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | YES    | NO |

ई-निविदा संख्या / e-TENDER NO. BCPL/C&P/CO18W116MB/90000843 FOR "DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL" FOR A PERIOD OF 02 YEARS"



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

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

| S NO | DESCRIPTION                     | CHECK LIST                                           | YES/NA | NO |
|------|---------------------------------|------------------------------------------------------|--------|----|
| 7    | Other relevant documents        | Copy of PAN Card, GST Registration Certificate, etc. | YES    | NO |
| 8    | FORM 1 TO 18 ATTACHED TO TENDER | FILLED AS APPLICABLE, SIGNED, STAMPED & UPLOADED ALL | 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: [Signature of Authorized Signatory of Bidder]  
 Date: Name:  
 Designation:  
 Seal:

*Bidder is requested to fill this check list and ensure that all detail/ documents have been uploaded/submitted including this Checklist duly filled in, signed & stamped alongwith the "Un-priced bid (Part-I)".*

**F-15**

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

(To be provided on Bank's letter head)  
**(NOT APPLICABLE IN THIS TENDER)**

**F-16**

**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER**

**(NOT APPLICABLE IN THIS TENDER)**

**F-17**

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

**(NOT APPLICABLE IN THIS TENDER)**



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
BRAHMAPUTRA CRACKER AND POLYMER LIMITED  
(भारत सरकार का उपक्रम)/ (A Government of India Enterprise)

F-18

**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)



**भाग – V**  
**SECTION – V**  
**संविदा की सामान्य शर्तें) जीसीसी(**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

Dear Sir,

In reference to the e-Tender Number: **BCPL/C&P/CO18W116MB/90000843** dated **06.10.2018**, I / we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I / We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

***General Conditions of Contract -Goods:***

[http://www.bcplonline.co.in/content/tender/GCC\\_Services.pdf](http://www.bcplonline.co.in/content/tender/GCC_Services.pdf)

Thanking you,

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

Name:

Designation:

Company Seal:

## **भाग – VI**

## **SECTION – VI**

**संविदा की विशेष शर्तें (एससीसी) / काम की  
गुंजाइश**

**SPECIAL CONDITIONS OF CONTRACT  
(SCC) / SCOPE OF WORK**



**SPECIAL CONDITIONS OF CONTRACT FOR PROVIDING DEPLOYMENT OF DGR SPONSORED SECURITY AGENCY AT LEPETKATA, LAKWA AND DULIAJAN UNIT OF BCPL” FOR A PERIOD OF 02 YEARS.**

**DEFINITION OF TERMS:**

In this contract document, unless the context otherwise requires all the words and expressions shall have the same meaning as respectively assigned to them as below:

- (a) **General Description:** PROVIDING OF SECURITY CARE TAKING SERVICES of work AT VARIOUS LOCATIONS OF BCPL.
  - (b) **Time Period:** INITIALLY FOR A PERIOD OF TWO YEARS AND CAN BE FURTHER EXTENDED FOR 06 MONTHS DEPENDING UPON THE PERFORMANCE AND ON SOLE DISCRETION OF BCPL.
  - (c) The ‘Company’ shall mean BCPL, incorporated under the Companies Act, 1956 and having its registered office at 1<sup>st</sup> Floor, House No 6, Bhuban Road, Uzanbazar, PIN-781001, Guwahati (Assam).
  - (d) The ‘Contractor’ shall mean the person or persons, firm or company who has agreed to provide the services as mentioned herein to the Company and includes the contractor’s legal representatives, his successors and permitted assignees.
  - (e) Security In charge shall mean the person designated as such by the Company and expressly authorized by the Company to act for and on its behalf. Engineer In charge shall mean the person designated as such by the Company and expressly authorized by the Company to act for and on its behalf.
  - (f) The ‘Contract’ shall mean this agreement and all other related documents between the company and the contractor for providing the services herein mentioned.
1. The contractor hereby confirms that he has already inspected the work sites, has clearly assessed the nature and extent of work and conditions under which it will be carried out.
  2. The pattern and items of uniform to be issued to the security caretakers are attached as Annexure “A”.
  3. **Only Service Charges shall be quoted in Part III “C” [Schedule of Rate (SOR)] in words and figures.** No amendments will be made in the schedule of rates given at **Part III ‘C’**.
  4. Contractor should produce necessary EPF code before commencement of work. Contractor should produce necessary ESIC Code before commencement of work or workmen who are not covered under ESI Act, the contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to BCPL.
  5. The contractor hereby agrees to provide caretakers/ supervisors all materials required for carrying out the job indicated in the schedule of works [Part III (A, B&C)] viz, **registers, cells, uniform, baton/lathi, waterproof clothing etc.** All necessary supervision to carry out the work set down in the Schedule of Work (Part – III A)



which forms part of this contract in accordance with the conditions of contract laid down in this part of the contract read in conjunction with Specific instructions given in Part-III (A) of this contract and Special conditions of contract.

6. The contract rates shall include for any incidental and contingent work although not specifically mentioned in the contract but is necessary for its completion in an efficient and workman like manner.
7. The rates agreed shall remain firm till the expiry of the contract and the contractor shall not be entitled to any increase or revision (except statutory or otherwise) or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any undertaking or promise given or alleged to have been given by any employee of the company or due to contractor's own ignorance or on account of any difficulties or hardship faced by him. His rates as such are all inclusive.
8. All the persons engaged by the contractor shall be on his payroll and be paid by him and hold the owner i.e. BCPL harmless from any liability or penalty in this regard. All payments with regard to the payment of wages/salaries are to be made through E-Banking / ATM/ Electronic means and in presence of a representative of BCPL, if felt necessary.
9. **The period of contract shall be initially for a period of two years from the date of issue of Letter of Intent (LOI)/ LOA/Work Order** and extended for a period of 06 months as per requirement of the company depending upon the performance with a provision of One month notice for termination of contract on sole discretion of the BCPL.
10. Neither part of contract nor any share of interest therein shall in any manner or degree, be transferred/assigned or sublet by the contractor directly or indirectly to any person firm or corporation, whatsoever.
11. BCPL has the right to alter the scope of the services in quantum as per the exigency of work. The contractor shall accordingly provide service as may be required by Security In charge on giving a notice of reasonable time.

**12. QUALITIES / SPECIFICATIONS REQUIRED FOR GUARDS**

- (a) All guards deployed by the contractor should be Ex-servicemen and not below Medical category 'B' and Character not below 'Very Good', who have served in the Army/Navy/Air force and have unblemished record of service besides being mentally and physically fit. The personnel thus deployed should be trained in first aid and fire fighting and should be fully conversant with various fire fighting equipments, their use and proper maintenance. If the date of discharge is more than one (01) year from the date of deployment in BCPL their medical fitness certificate and Police verification will be carried out by the agency at no additional cost to BCPL prior to their deployment. All gunman placed should be in possession of valid license / All India license. All the weapons are to be in serviceable condition and, as and when desired



the guard should be able to fire. All ammunition should be within the expiry period. The contractor will submit the report on maintenance of individual weapon quarterly and a certificate from the guards on practice firing carried out yearly. The format for submitting the report on maintenance of weapons will be as follows:-

| S No | Name of guard | Type of weapon / make | Weapon number | Date on which maintenance carried out |
|------|---------------|-----------------------|---------------|---------------------------------------|
|      |               |                       |               |                                       |

Sign of contractor

- (b) **The following will be the ranks for Security Supervisors/ Officers.**  
SUPERVISORS – Sub Major/Sub / Nb-Sub or equivalent of Navy/ Air force.

All the above categories of officers are required to be medically fit and character unblemished, proof of the same to be submitted. BCPL will have the sole discretion of choosing / deploying the security Officers as per its requirements.

**\* BCPL will have the sole discretion of choosing / deploying the Security Officers as per its requirements.**

- (c) All the Ex-serviceman to be deployed will not be more than prescribed age which is 60 years. However annual medical report shall be submitted by the agency in respect of security personnel after attaining the age of 58 years to ascertain their fitness and medical condition for retention.
- (d) Contractor shall be responsible for the proper behaviour of the persons employed by him and shall exercise control over them. He shall also be bound to prohibit and prevent his employees from taking any direct or indirect interest and/or support, assist, maintain or help any person or persons engaged in any way, be detrimental or prejudicial to the interest of the company or of the properties or occupiers of land/properties in the neighbourhood. In the event of any such action by his person or persons, engaged in any way, be detrimental or prejudicial to the interest of the company or of the properties or occupiers of land/properties in the neighbourhood. In the event of any such action by his person or persons, contractor shall be fully and exclusively responsible thereof and shall keep the company harmless and indemnified from any consequential claims, action, suits, proceedings losses or damages on any ground, whatsoever. The contractor will be responsible for the character verification of persons employed by him.
- (e) All employees of the contractor entering in work premises shall be properly and neatly dressed in uniform and shall be in possession of Identity Cards while working on premises of company including work site.



- (f) In case the service provided by the Contractor through its employees is not up to the contractual obligation, the contractor should take appropriate steps to provide service through other person within 24 hours of receiving any unsatisfactory report from the Engineer In charge / Officer In charge.
  - (g) In case of emergency when called upon the contractor will be present at the site of incident for coordination, along with his representative and if asked for should be able to provide additional manpower.
  - (h) The contractors will ensure that the duties are performed as per systems and documents maintained as per formats as given by the EIC.
  - (i) The contractor shall open and maintain an office locally in the area of operation. A senior personnel (rank of SM or Sub) should be available in this office. The Office shall remain open throughout the day with communication and transport facility (at least a two wheeler) to receive instructions, notice or other communications in order to execute the contract. The details of the office address, contact number and all other relevant details will be submitted by the Contractor to EIC before commencement of work. The Contractor shall ensure that the persons so deployed in his office is as per DGR specification and must ensure all statement on compliances as applicable to his office and persons deployed in the office. The above Establishment will be part of Contractor's establishment."
  - (j) The contractor will get the guard for verification with documents to the EIC before deploying and before replacing / removing a deployed guard the contractor will seek the consent of EIC.
13. Any failure on the part of the company at any time to enforce the strict observance of the performance of any of the terms and conditions of the contract or non-exercise of any right mentioned in the contract shall not constitute a waivers of such terms, conditions or rights and shall not affect or deprive the company to exercise the same at any later date.
14. **GENERAL/COMMON CONDITIONS:**
- a) The agency should have the capability of deploying the Security Caretakers immediately on award of the contract and the agency should submit with proof the list of persons being deployed.
  - b) Payment to the agency will be made through E- Banking; the agency should have an account in any bank where E-Banking can be done.
  - c) The agency should deploy 100% Ex- Serviceman (Pensioners) for the job. However depending upon exigencies this may be relaxed to deploy Persons of Para- military forces at the sole discretions of BCPL.
  - d) The Contractor (which shall include the contracting firm/company) shall be solely liable to obtain and to abide by all necessary licenses/permissions from the concerned authorities as provided under the various Labour Law legislations including labour



- license from the Competent Authority under the Contract Labour (Regulation & Abolition) Act, 1970.
- e) The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payment to Government Agencies as applicable under the law in respect of the contract and of personnel employed by the contractor for rendering services to BCPL and shall deposit other required amounts with the concerned statutory authorities on or before due dates. Each contractor shall obtain a separate P.F. Number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as also the employer's contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration/inspection charges thereof, wherever applicable, in respect of the personnel deployed by him relating to the work of BCPL.
  - f) The security agency should obtain and submit the License from the Issuing Authority within the stipulated time. The directives as per the PSAR Act / relevant rule will be strictly followed by the agency.
  - g) The contractor shall ensure regular and effective supervision of the personnel deployed by him.
  - h) The contractor shall open and maintain an office locally. Office shall remain open throughout the day with communication and transport facility to receive instructions, notice or other communications in order to execute the contract. The details of the office address, contact number and all other relevant details will be submitted by the Contractor to EIC before commencement of work. The Contractor shall ensure that the persons so deployed in his office is as per DGR specification and must ensure all statement on compliances as applicable to his office and persons deployed in the office. The above Establishment will be part of Contractor's establishment."
  - i) Contractor shall be required to obtain requisite labour license at his own cost from the appropriate Licensing Authority i.e. ALC (C), \_ \_ \_ \_ \_ and ALC(C) \_ \_ \_ \_ \_ , before undertaking contract work.

**15. Antecedents Verification & Medical Certificate:**

The contractor shall deploy the care taking and security personnel after getting their antecedents verified and issuing them Photo Identity Cards. If their date of discharge is more than two years from the date of deployment in BCPL, their medical fitness certificate and Police verification will be carried out by contractor at no additional cost to BCPL and prior to their deployment. All the personnel's deployed will be medically fit which in turn means physically and mentally fit without any disease / complaint of night blindness, back problem, arthritis etc. Engineer In charge will have the sole discretion of terming a guard / supervisor / Security officer medically fit / unfit for deployment.



**16. Medical Checkup.**

Yearly medical checkup for his workmen will be carried out by the contractor for which no additional cost will be paid by BCPL.

**17. Security Deposits:**

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 03 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**

The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of annualized Basic Contract Value to be submitted within 30 days of LOI/LOA 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 (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. Details as per ITB of tender document.

**18. Penalty/Termination**

The Security In charge shall have power to impose penalty as follows:-

- a) Guard not alert @ 1<sup>st</sup> instance Rs 300/-, 2<sup>nd</sup> Rs 500, 3<sup>rd</sup> Rs700/- and thereafter guard to be changed.
- b) Guard sleeping @ 1<sup>st</sup> instance Rs 500/-, 2<sup>nd</sup> Rs 800, 3<sup>rd</sup> Rs1000/- and thereafter guard to be changed.
- c) Improperly dressed @ 1<sup>st</sup> instance Rs 200/-, 2<sup>nd</sup> Rs 300, 3<sup>rd</sup> Rs500/- and thereafter guard to be changed.
- d) Post vacant @ 01month salary of one person from the monthly bill of the contractor.
- e) Theft / losses – Joint investigation will be carried out by EIC and the contractor and the cost of the item will be deducted from the bill.
- f) Leave relief not placed – The agency has to deploy 100% leave relief. First month a notice will be served for not placing relievers and the amount of 1/6 (or as notified by DGR from time to time) will not be released for the number of relievers not placed likewise for the second month and the third month followed by final termination notice.
- g) Salary not disbursed before 07<sup>th</sup> of every month @ Rs1000/- from 08<sup>th</sup> of the month till the wages are paid in full.
- h) If mobilization not carried out within 10 days from LOA / date of deployment – EMD & Security deposit will be forfeited and contract terminated.



- i) Improper supervision and lack of command and control and improper response of the firm – All correspondence / letters will be counted for extension / termination of the contract.
  - j) Statutory obligations i.e. PF deposition, Issue of ESI permanent card, Insurance not done etc if not being carried out / being fulfilled in time/ within the time frame @ Rs 2000/- first time and if not carried out in the next month cumulative, Rs 4000/- and soon thereafter.
  - k) Improper response of the proprietor / unacceptable response of the contractor. Three warning letters / notice which will lead to termination.
  - l) In case of the above instances occurring on repetition, BCPL has the right to terminate the contract.
  - m) This penalty is in addition to any other penalty Price Reduction Schedule Etc mentioned elsewhere in the tender.
19. In case any default for more than three days in respect of rendering the desired services, Management shall be at liberty to arrange services from other sources at the risk and cost of the contractor or terminate the contract and forfeit his security deposit etc.

Note \* Any deductions made by the contractor from the guards salary will be in as per the existing labour law rules/ statutory rules after proper investigation and the report to be submitted to EIC.

20. a) The company for reason whatsoever and of which the company shall be the sole judge may terminate this contract by giving notice of 30 days and the contractor and his staff shall vacate the site/work place on the expiry of such notice period.
- b) In the event of such termination of the contract, the contractor shall be paid for all the work executed up to the period of termination including refund of Security deposit, subject to deduction of any dues, penalties, other recoveries etc., within a period of three months at the discretion of Security In charge.

**21. Extension of contract:**

Extension of contract will depend on the following criteria's of the agency / firms:-

- Command & control capabilities
- Response towards management's feedback and needs
- Manpower re-sourcing capabilities
- History of timely payment to their personnel
- Discipline & conduct of deployed personnel
- Training & briefing conducted.



22. The contractor shall be liable for making good all damages/losses arising out of theft, breaking, pilferage of stores, spares, office furniture, equipment, fittings and fixture whatsoever as may be caused directly or indirectly by the person engaged through him or otherwise.
23. In case any dispute arises in respect of interpretation or in terms of any particular clause/clauses of this contract, the decision of Officer In charge, BCPL will be final and binding.
24. **RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR / INDUSTRIAL LAWS:**
- A. The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme 1995.
- B. The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948. Where ever ESI is not applicable the contractor has to take workmen compensation policy of appropriate value under WE Act (EC Act) BCPL shall reimburse the cost of policy and no ESI factor will be payable.
- C. The contractors shall submit the challans along with bank receipts/bank statement on monthly basis for the proof of depositing of PF contribution with RPFC and ESI contribution with ESIC.
- D. The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labor, Govt. of India, -----.
- E. The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labor (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Workman Compensation Act 1923, Employees' State Insurance Act 1948 and other relevant acts, rules and regulations enforced from time to time.
- F. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7<sup>th</sup> day of the subsequent month in the presence of Engineer In-Charge. After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and sign the wage register jointly.
- G. The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.



- H. The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- I. All personnel deployed by the contractor should be on the rolls of the contractor.
- J. No contract worker below the age of 18 years shall be deployed on the work.
- K. The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- L. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhering to guidance, instruction whenever required.
- M. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from Security Dept. through OPERATION-IN-CHARGE for his employees.
- N. Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.
- O. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labor, 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 & regulation of center / state / local statutory authorities.
- P. All existing and amended safety / fire rules of BCPL are to be followed at the work site.
- Q. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- R. In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- S. The contractor is required to deposit ESI contributions (whenever applicable) through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation.
- T. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a civil govt. doctor.



- U. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / BCPL will terminate the contract immediately and may refer the case to police.
- V. The contractor hereby agrees to indemnify owner /BCPL and harmless from all claims, demands, actions, cost and charges etc brought by any court, competent authority / statutory authorities against owner/BCPL.
- W. Following documents shall be submitted by the Agency/contractor to Engineer In-Charge at various stages during the currency of the contract:

**A. Immediately after issuance/receiving of Letter of Intent (LOI):**

1. Application for issuance of Form –V for obtaining Labour License from Licensing Authority.
2. Copy of Labour License before commencement of work.
3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc..
4. Copies of Appointment Letters of persons to be engaged in BCPL by the contractor.
5. Copies of Identity Card issued by the contractor of persons to be engaged in BCPL.
6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
7. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC.(wherever applicable)
8. Copies of ESI Identity Card of persons to be engaged in BCPL or where ESI Act is not applicable, Copy of Insurance coverage under Employees Compensation Act, 1923.

**B. During the time of signing of the contract:**

- a. Ink signed copy of sponsorship letter.
- b. Original copy of Empanelment certificate( with photograph and signature of Proprietor / Directors)
- c. License of Operation in the State of operation of the security agency.
- d. All other documents as stipulated in the tender documents / DGR instructions.

**C. At the time of submission of monthly bills:**

- a. Nominal roll of the persons deployed with names of relievers.
- b. Wage register duly certified by authorized representative of the contractor to be submitted to BCPL.
- c. If wages are paid through bank, copy of bank statement duly certified by bank of previous month.



- d. Copy of Electronic Challans cum Return (ECR) for the proof of Provident Fund contribution deposit along with details of employees, PF account No., contributions of employee and employer etc.
- e. Copy of ESI contribution challans along with proof of deposit with bank/remittance slip of previous month along with details of employees, account No. contribution etc. (wherever applicable).
- f. Copy of Workmen compensation policy in lieu of Employees Act.1923 for all persons deployed where ESI Act is not applicable.
- g. List with sub codes / account Nos of PF of all persons deployed along with details of subscription.
- h. Monthly bank statement showing transfer of PF, ESI (wherever applicable) & salary.

**D. Documents to be submitted on annual basis:**

1. The contractor has to carry out responsibilities as envisaged in section 36B of PF and Misc provisions Act 1952 and submit copy of Annual Return in FORM 6A submitted to concerned Regional Provident Fund Commissioner.
2. Copies of Annual Statement of contribution in Form 3A distributed to persons engaged in BCPL.
3. Half yearly returns submitted to concerned Regional Labour Commissioner under Contract Labour (R&A) Act, 1970.

**E. Registers are to be maintained by the contractor:**

**a. Contract Labour (Regulation & Abolition), Act, 1970 & Payment of wages Act, 1936:** During the currency of the contract, the contractor has to maintain registers like:

1. Muster Roll in FORM-XVIII
2. Register of workmen in FORM-XIII
3. Wage Register in FORM-XVII
4. Register of Deductions in FORM-XX
5. Register of Over time in FORM-XXIII
6. Register of Fines in FORM-XVI
7. Register of advances in FORM-XXII
8. Issuance and maintenance of Wage Slip in FORM XIX.
9. Issuance of valid Identity Card by the contractor IN FORM XIV.

**b. Employee State Insurance Act, 1948:** : During the currency of the contract, the contractor has to maintain registers like:

1. Register of employees in FORM-6
2. Accident Book in FORM-11



**F. At the time of closure of contract:**

Final payment will be made only after satisfactory completion of the work / services.  
Contractor shall submit:-

- i) Indemnity Bond of Rs 100/- duly notarized from Notary indemnifying BCPL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, Provident Fund/ESI contributions, Insurance and other payments. Performa Indemnity Bond is enclosed at Annexure-II.
  - ii) No dues from all workmen.
  - iii) A certificate from the HR within 10 days of the expiry of contract to the effect that no case of non payment / under payment or PF related issues in respect to the workers of the contractor has been reported by the concerned authorities.
25. Company shall not be liable for or in respect of any damages or compensation for any injury or for any occupational disease peculiar to the employment to any person engaged through the contractor and the contractor shall keep the company indemnified thereof.
26. The contractor shall ensure that all persons are provided with the protective clothing like the helmet, gloves, safety shoes etc., as may be required from safety point of view and all his persons shall follow the instructions issued by the company from time to time in connection with safety and security. The contractor shall specify the items to be issued to the security caretakers indicating their periodicity. He shall also maintain proper records indicating the issue of the uniform items to security guards.
27. **The following guidelines will be strictly implemented.**
- Minimum wages and its components to be paid in full any deductions made from the guards to be mentioned in the wage slip.
  - 100 % relievers will be placed; no guard will perform overtime duties.
  - 8 hrs duty schedule will be ensured and leave / offs will be ensured.
  - Monthly pay slip will be issued to guards with detailed component of wages and deducted portion of salary towards statutory deductions to be clearly indicated.
  - Deductions from the guard / supervisor salary if any made by the contractor as penalty will be as per the labour rules / statutory rules.
  - All obligations to be fulfilled by the agency/ vendor as stated in the Instructions for functioning of DGR Empanelled- Servicemen Security Safety and Fire Protection Management Agencies and instructions floated by DGR from time to time.



**28. Insurance & Liabilities:**

The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold owner harmless for any liability or penalty which may be imposed by the Central, State or Local Authority also from all claims, suits or proceedings that may be brought against the owner arising under growing out of or by reason of the work provided for by this contract whether brought by employee of the contractor, by third parties or any Central Government, State Government or Local Authority for the following Act(s) and Liability(s) :

- (i) The Employees State Insurance Act 1948
  - (ii) The Workmen Compensation Act 1923
  - (iii) Any other insurance required under law or regulations or by owners
  - (iv) Accident or injury to workmen
  - (v) Damages to property or to any person or any third party
  - (vi) The contractor shall take insurance under Workmen Compensation Act for all his workmen to be deployed for the work and submit a copy of the policy before commencement of work, if awarded.
  - (vii) Inter-State Migrant Act etc.
  - (viii) Where ever ESI hospital / coverage is not available, Contractor should produce necessary ESIC Code before commencement of work or workmen who are not covered under ESI Act, the contractor should take appropriate Workmen Compensation Insurance Policy and submit a copy of the same to BCPL.
- 29.** The contractor shall indemnify and keep BCPL harmless of all claims, damages or compensation payable at law in respect or in consequence of any accident, or damages arising under or by reason of this agreement or execution of contract.
- 30.** In case of accident, injury and death caused to the employee of the contract while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc, to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL for such liabilities.
- 31.** Security agency /its personnel shall not divulge any employer information to anyone / any organization and respect client confidentiality. Breach of client confidentiality shall attract penalty at the discretion of OIC based on the recommendations of EIC and may also result in termination of contract. Besides, action for putting the agency on “Holiday” or even blacklisting the same would be initiated as per extant procedure of BCPL .
- 32.** The agency will give an undertaking to the PSU that in case of contract being awarded an office will be opened in the site of operation in consultation with the EIC.



33. Proprietor / Director of the agency / Pvt Ltd Co. will visit and meet the Security Incharge once in a month.
34. Representatives of proprietor or persons holding “Power of Attorney” cannot participate /will not be accepted. **Only proprietor of Individual proprietary concern, Active Directors of Pvt Ltd Companies and the representatives of State ESM who has been duly authorized by the CMD of State ESM** can only participate in the tender / only they can sign and submit tender documents. Subletting the contract is not permitted in any circumstances.
35. **Mobilization period:**  
Within 10 days from placement of Order / FOI
36. **ARBITRATION:**  
**As given in GCC.**

### **AGREEMENT**

1. Contractor shall execute an agreement in prescribed Performa on non-judicial stamp paper of Rs.100/- within 10 days on receipt of work order. The cost of stamp paper shall be borne by the contractor.
2. Contractor shall maintain proper records of his employee’s attendance and payments made to them and furnish one copy of such records to the company.
3. Round the clock services would be provided by the contractor at all the locations/post.
4. All liability towards over time or extra payment for any person engaged for more than normal working hours shall be borne by the contractor as per DGR guidelines/relevant labour laws. The Security In charge or his representative on his own accord can change the timings/spread over without assigning any reason.
5. At the appointed date, place and hour, the contractor shall provide services.
6. Contractor shall issue an identity card to each person who shall wear at the time of providing service and produce it on demand.
7. Contractor shall be directly and exclusively responsible for any liability arising due to any difference or dispute between him and his employees.
8. For non-fulfillment of any obligation under the contract, the company reserves the right to withhold the payments due to the contractor and out of such amount or the amounts likely to



fall due to the contractor (but within obligation to do so) makes such payments, as it may consider necessary for smooth working.

**9.** The contractor shall at his own cost extend insurance coverage to all his employees as may be required under relevant acts.

**10.** The company shall not provide any medical assistance or transportation of persons to work site or back shall have no other liability whatsoever except as expressly provide under the contract.

**11.** The contractor shall provide at his own cost safety equipment/materials to persons engaged in care taking of the Township. All the safety rules and regulations will be observed by the persons engaged under this contract.

**12.** Company shall provide single living accommodation at Township/Work site.

**13.** The contractor shall submit monthly bill supported by all relevant documents as per Labor Acts to Engineer –In- Charge during the first week of the following months. The payment of the same may be released within 20 days after receipt and verification of the same.

**14.** If contractor fails to provide required number of persons for duties or his employees fail to make themselves present for duties or during checks they were found to be absent, a penalty will be levied at the rate of 01 day salary of the contractor from his monthly bill.

**15.** BCPL will not provide any transport to the supervisors. The agency will make its own arrangements for its representative to carry out night checks, surprise checks etc. The agencies authorized representative will be required to accompany the Security In charge for checking of the Township, whenever called for in company provided vehicle.

**16.** The contractor will make good liaison with the local police authorities and statutory authorities.

**17.** The guard on duty at each post shall keep with them all important telephone numbers like nearest police station, nearest Fire Station, numbers of concerned BCPL official's office/residence telephone numbers, Security control room numbers, addresses so that they could inform and contact in case of any emergency.

**18.** The contractor shall ensure strict access control at all BCPL installation and offices. The access control system shall be prepared in consultation with BCPL and shall be implemented by all security guards.



19. The contractor's work force shall be individually and collectively responsible for the security and safety of the installations. Though one guard will be on eight hourly shift duties but in case of any threat all available guards will come into action to protect the installation. The area supervisor shall immediately try to reach to the spot and shall inform Security Officer and to BCPL control room and shall appraise latest situation for timely action.

20. The guard on duty at each installation shall keep with them all important telephone numbers like nearest police station, nearest Fire Station, numbers of concerned BCPL Control Room, OIC office/residence telephone numbers, Security control room numbers, addresses so that they could inform and contact in case of any emergency.

**21. Specific Responsibilities:**

The contractor shall be responsible generally for the following care-taking duties:

- i) Regarding security of assets, the contractor shall take charge of all the properties of the Company like furnishers, fixtures, telephone instruments, computers, typewriters, duplicating machines, generators, Fire extinguishers, Air Conditioners and all other machines and appliances – room-wise and floor-wise, Inventories shall be signed by the contractor and representative(s) of the Company. The Contractor shall indemnify the Company for the thefts/losses of any of the said property.
- ii) Guarding the entry and exit points of the office premises, control the movement of the visitors as per guide lines issued by the BCPL.
- iii) To check the incoming and outgoing goods/property against proper gate pass duly authorized by in-charges of the different departments (list of such authorized persons will be given by the Company).
- iv) The care-taking personnel before and after working hours will do the locking and unlocking of the doors and rooms of the building.
- v) To ensure proper and economical use of electricity and water by switching off switches/taps wherever required.
- vi) To report to officers concerned in the Security Department of any irregularity observed and give suggestions for improvement of the security/care-taking systems in the best interest of the Company.
- vii) To investigate accidents, cases of theft and any such activities which are prejudicial to the Company's interest.
- viii) Any other care-taking arrangements of the Company to be assigned from time to time and place to place.



- ix) Above duties are illustrative and not exhaustive. Contract personnel may be asked to perform additional duties not mentioned here in above.
- x) The parking area will also be managed and an account of incoming vehicle and its outgoing time will be maintained along with the list and details of vehicles and passes issued.
- xi) Guards should be polite but affirmative. Visitors will be treated with utmost dignity.
- xii) Furnish daily security reports and submit the same to designated BCPL officer.



## Scope of Work

| SL. NO | Locations                                                                                                                                                              | Nos. of Security Personnel                                                             | Nature of job                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Various locations of BCPL Plant Lepetkata(including all the SV stations, Railway siding, Intake well, substations etc)<br><br><i>DIST: Dibrugarh</i><br><i>(ASSAM)</i> | <b>78 unarmed Guard</b><br><b>03 Supervisors</b>                                       | <b>a.</b> All the security duty locations shall be on round the clock basis in three shifts of 8 hours or else specifically as per requirement and on the sole discretion of BCPL<br><br><b>b.</b> Caretaking of all the movable and immovable assets of company in Township.<br><br><b>c.</b> Guarding / protecting the complete Township premises from theft, vandalism and any other internal/external damages or losses. To prohibit the entry of unauthorized person inside the premises by checking their identity proof. Controlling /Regulating the movement of visitors/ vendors/ labours in Township and necessary recording of the same in the registers meant for that purpose. |
| 2      | BCPL TOWNSHIP , Borboruah,<br><br><i>DIST- Dibrugarh</i><br><i>(ASSAM)</i>                                                                                             | <b>34 Guards</b><br><b>( 12 Gunmen+ 22 Unarmed Guards)</b><br><b>02 Supervisors</b>    | <b>d.</b> To allow entry / exit of materials against proper Gate passes.<br><br><b>e.</b> To control / regulate/ monitor vehicular movements for the Township premises.<br><br><b>f.</b> To detect and report the anti company activities and undesirable character engaged in pilferage and sabotage.                                                                                                                                                                                                                                                                                                                                                                                      |
| 3      | BCPL TOWNSHIP , Sivasagar & Guest House-Lakwa, DIST- Sivasagar & Charaideo<br><br><i>(ASSAM)</i>                                                                       | <b>21 Guards</b><br><b>( 9 Gunmen+ 12 Unarmed Guards)</b><br><b>02 Supervisors</b>     | <b>g.</b> Other security and care taking works as directed by EIC.<br><br><b>h.</b> Supervisors to supervise the above activities of the Security guards in order to ensure strict adherence/compliance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4      | GDU Duliajan, DIST-Dbrugarh<br><br><i>(ASSAM)</i>                                                                                                                      | <b>21 Guards</b><br><b>( 6 Gunmen+ 15 Unarmed Guards)</b><br><br><b>01 Supervisors</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |



**The specifications of the uniform are as follows: –**

| Items                                                              | Summer                                                                                    | Winter                                                                                 | Ceremonial                                                                       |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Shirt: Steel-gray</b>                                           | Half sleeve,<br>Terry cotton                                                              | Full sleeve (cots<br>wool)                                                             | Great coat for guard on duty in<br>winter.                                       |
| <b>Trouser: Black</b>                                              | Terry cotton                                                                              | Woolen                                                                                 | As per season with white<br>spates                                               |
| <b>Cap</b>                                                         | Black barrette                                                                            | Black barrette                                                                         | Black Peak cap with gold braid                                                   |
| <b>Belt with wooden<br/>batten</b>                                 | Black, Web /<br>Nylon                                                                     | Black, Web / Nylon                                                                     | Black cross-belt- leather, on<br>cummerbund & hand gloves                        |
| <b>Shoes / socks</b>                                               | Black leather /<br>nylon                                                                  | Black leather / nylon                                                                  | Black leather / nylon with white<br>spates / Anklets                             |
| <b>Lane-yard</b>                                                   | Black on right<br>side                                                                    | Black on right side                                                                    | Black on right side                                                              |
| <b>Company's logo /<br/>name of suitable<br/>size &amp; design</b> | on left sleeve /<br>above left chest<br>pocket                                            | on left sleeve / above<br>left chest pocket                                            | on left sleeve / above left chest<br>pocket                                      |
| <b>Shoulder title, cap &amp;<br/>belt badges</b>                   | Steel / white<br>metal with<br>Company's name<br>& logo or<br>"SECURITY"<br>name & design | Steel / white metal<br>with Company's<br>name & logo or<br>"SECURITY" name &<br>design | Steel / white metal with<br>Company's name & logo or<br>"SECURITY" name & design |
| <b>Scarf, cummerbund<br/>and sash</b>                              | -                                                                                         | -                                                                                      | As given in picture                                                              |
| <b>Raincoat &amp; Gum<br/>shoe</b>                                 | -                                                                                         | -                                                                                      | For guard on duty.                                                               |





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



## भाग – VIII

## SECTION – VIII

### दर अनुसूची (एसओआर)

### **SCHEDULE OF RATES [SOR]**

**(TO BE SUBMITTED IN e-MODE IN NIC CPP  
PORTAL)**

<https://eprocure.gov.in>

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

#### **e-Tender Helpdesk**

BCPL :- Phone : 0373-2914582

NIC :- Phone : 1800-233-7315, 0120-4200462, 0120-4001002

Mobile : 8811017320

Mobile : 8826246593

Email : etender@bcplindia.co.in

Email : cppp-nic@nic.in