



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड Brahmaputra Cracker and Polymer Limited

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

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

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

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

e -TENDER NO: BCPL/C&P/LE21W020MG/01713

(Tender to be submitted in e-mode only)

निविदा दस्तावेज़ / TENDER DOCUMENT

FOR

**HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK
AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK**

निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	31.05.2021 at 14:30 Hrs
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	01.06.2021 at 15:00 Hrs
निविदा शुल्क/Tender Fee	:	Not Applicable

ईएमडी मूल्य / EMD Amount	:	<u>NOT APPLICABLE.</u> However, Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1 of IFB.
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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.



Notes

- A) Due to current Novel Coronavirus (COVID-19) Pandemic no physical pre-bid meeting to be schedule at BCPL, Lepetkata. Therefore, bidder shall forward Pre-Bid Queries (if any), through Email on or before 15-05-2021 on following
e-mail id : manashp.gogoi@bcplindia.co.in / neeta.dutta@bcplindia.co.in
- B) As per Clause no. 40 of Instruction to Bidders (ITB) of tender document to avail benefits under Public Procurement Policy – 2012, documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with legible stamp
- C) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.**
- D) Authentication of document pertaining to BEC, etc.: Bids are to be evaluated based on the self-certified documents submitted by Bidders. The authenticated documents will be submitted by bidder, on whom order/ contract is placed, after normalization of situation. An undertaking (as per attached Format F-19) to this effect shall be submitted by bidder in Bid.
- E) Submission of Original Power of Attorney (POA): Bidder(s) shall upload/submit scanned copy of Power of Attorney (POA) in their bids or in response to TQ/CQ as the case may be. The same shall be considered for evaluation of bid. The original Power of Attorney (POA) will be submitted by successful bidder(s) after normalization of situation.
- F) Security Deposit/Contract Performance Guarantee In case due date for submission of Security Deposit/Contract Performance Guarantee against the awarded order/ contract is within the restricted/ lockdown / curfew period, the same shall be extended up to 31st July 2021. During the aforesaid period, in case any payment is to be made against such order/ contract, the payment to supplier/ contractor/ consultant/ service provider may be released after deduction of Security deposit/ Initial Security Deposit from due payment after getting confirmation from supplier/ contractor/ consultant/ service provider.



निविदा संख्या /TENDER NO:BCPL/C&P/LE21W020MG/01713 FOR “HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK”

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 GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://etenders.gov.in/eprocure/app for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable?	No, Bids shall be submitted only through e-tender mode in the E-TENDER PORTAL in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	In case of Domestic e-Tender, whether there is sale of Tender Document?	Sale of tender document is not applicable. However, Tender fee shall be applicable in case of open tender.
4	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
5	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer instructions for participation in E-Tender & ITB Section of Tender Document.
6	In case of e-tender, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in e-tender portal by the bidder?	Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in BCPL within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder.
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not ?	No
8	Is there any exemption in submission of EMD and Security Deposit?	(i) EMD not applicable. However, Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1 of IFB. (ii) There is no exemption in submission of SD (Security Deposit).
9	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
10	Whether Late bid can be considered?	No
11	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
12	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
13	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of	BEC is included in tenders floated on Open Tender/Limited Tender basis.



SN.	QUESTIONS	ANSWER
	tender and a prerequisite of qualification of bidder in any tender?	
14	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
15	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
16	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
17	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.
18	Which Operating System, bidder to opt for uploading of E-bid in e-Tender portal of BCPL?	Bidder must possess a PC / Laptop with Windows7 professional operating system and Internet Explorer 9 or above for hassle free bidding. PC Security System to be changed /adjusted as per Ready reckoner available in home page of e-tender portal

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

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



विषय – सूची

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भाग – I SECTION – I

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



SECTION - I
INVITATION FOR BID [IFB]

To,

Dt.11.05.2021

PROSPECTIVE BIDDERS

SUB: HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK

E-Tender No.: BCPL/C&P/LE21W020MG/01713

Dear Sir/Madam,

1.0 Brahmaputra Cracker and Polymer Limited, Lepetkata (A Government of India Enterprise) invites bids from eligible bidders for the subject procurement, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT/ DELIVERY SCHEDULE/PERIOD	:	The contract will be valid for a period of 02 (two) years from the date mentioned in LOI/LOA. The Contract may be extended by BCPL for further 6 months on same rate, terms & conditions.
II	TENDER FEE	:	Not Applicable
III	EARNEST MONEY DEPOSIT (EMD)	:	NOT APPLICABLE. However, Bidder is required to submit Declaration for Bid Security in bid as per proforma at Annexure-1 of IFB.
IV	BID DUE DATE & TIME	:	31.05.2021 upto 1430 Hrs
V	OPENING OF UNPRICED BID	:	01.06.2021 at 1500 Hrs.
VI	VALIDITY OF OFFER UPTO	:	31.08.2021
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive e-Bidding (Under Two Bid System Basis) through e-Tendering. Tender is uploaded at BCPL's e-tender portal: https:// etenders.gov.in /and also uploaded at BCPL's, GAIL's and CPP website for information to prospective vendors (if any). WEBSITE: GAIL's Website:https://www.gailtenders.in BCPL's Website:https://www.bcpltenders.in Govt. Website:https://www.etenders.gov.in
IX	DATE AND TIME OF PRE- BID CONFERENCE VENUE	:	Due to current Novel Coronavirus (COVID-19) Pandemic no physical pre-bid meeting to be schedule at BCPL, Lepetkata. Therefore, bidder shall forward



		Pre-Bid Queries (if any), through Email on or before 15-05-2021 on following e-mail id : manashp.gogoi@bcplindia.co.in / neeta.dutta@bcplindia.co.in
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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 shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Bid Data Sheet(BDS):-
 - i) Demand Draft towards Tender fee (if applicable)
 - ii) EMD/Bid Security (if applicable)
 - iii) Power of Attorney
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://www.bcplonline.co.in> or <http://etenders.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites & will not be published on any other Media/Press. Bidders are requested to visit above websites regularly to keep themselves updated.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

Due to current Novel Coronavirus (COVID-19) Pandemic no physical pre-bid meeting to be schedule at BCPL, Lepetkata. Therefore, bidder shall forward Pre-Bid Queries (if any), through Email on or before 15-05-2021 on following

e-mail id : manashp.gogoi@bcplindia.co.in / neeta.dutta@bcplindia.co.in



This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Manash Pratim Gogoi]
DM [C&P]
Ph: +91-0373-2914636; +91-7002744564
E-mail: manashp.gogoi@bcplindia.co.in



DECLARATION FOR BID SECURITY

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LTD

SUB: HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK

e-TENDER No.: BCPL/C&P/LE21W020MG/01713

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s_____ (**Name of Bidder**) have submitted our offer/ bid no.

We, M/s_____ (**Name of Bidder**) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of BCPL in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the BCPL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



भाग – II

SECTION – II

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

BID EVALUATION CRITERIA (BEC)

&

PRICE BID EVALUATION METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

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

1.1.1 Bidder must have executed at least one (01) single work order / contract of “OFC maintenance/Laying work including splicing, OFC termination & testing” in any reputed Refineries/Petrochemicals/Gas processing units/Fertilizers/Natural Gas compressor stations/pipeline Facilities/Steel plants or Power plants having value not less than **Rs. 21.49 Lakhs** in preceding seven (07) years to be reckoned from the due date of unpriced bid opening.

‘Executed’ means fully executed or completed.

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

Note to above BEC clause no. 1.1:

- i) Bidder(s) shall be required to submit / upload the documents in respect of above experience criteria as per details at sl. no. 1.3 below.
- ii) **Original Work / Service Order / Contract / Agreement and its Completion / Execution Certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.**

1.1.3 Relaxed Norms for Startups (prior experience criteria):

Prior experience (i.e. sl. no. 1.1.1 & 1.1.2 above) for ‘Startup ‘company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality and technical specifications (scope of work) as specified in the tender document.

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company / firm) and notary public with legible stamp.

The relaxation of prior experience and prior turnover to startup (whether Micro & Small Enterprise (MSEs) or otherwise) has been given to a specific goods/job



domain wherein they are registered for as mentioned above.

Since certificate of DIPP do not specify goods / job domain, startup bidders are required to submit the documents for the same including the application submitted to DIPP during registration of Startup Company.

1.2 BEC- Financial: (as a single bidder)

1.2.1 TURN OVER: The **annual turnover** of the bidder must have **minimum value** of **Rs.21.49 Lacs** in any of the three (03) previous audited financial years ending on 31st March '2021. i.e. **FY: 2020-21 or 2019-20 or 2018-19.**

Bidder has to upload / submit the audited financial results (Balance sheet and profit & Loss account statement) for the 3 preceding financial years **as per BEC clause no. 1.2.1** i.e. **FY: 2020-21 or 2019-20 or 2018-19.**

In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2020-2021** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding three financial year prior to **FY: 2020-2021** i.e. **FY: 2019-20 or 2018-19 or 2017-18.** Accordingly, Annual Turn-over of the bidder for the **FY: 2019-20 or 2018-19 or 2017-18** shall be considered.

1.2.2 NET WORTH: Net Worth of the bidder should be **positive** as per the **last audited financial statement.** i.e. **FY: 2020-2021.**

In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2020-2021** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2020-21** i.e. **FY: 2019-20** along with un-price bid. Accordingly, Net Worth of the bidder for the **FY: 2019-20** shall be considered

1.2.3 WORKING CAPITAL: The bidder should have **minimum working capital of value Rs. 4.29 Lacs as per the last audited financial statement for the year.** i.e. **FY: 2020-21.**

In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2020-21** is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2020-21** i.e. **FY: 2019-20** along with un-price bid. Accordingly, working capital of the bidder for the **FY: 2019-20** shall be considered.

Note:

- i) If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per **Format, F-15** having net worth not less than **Rs.100 crores**,



confirming the availability of line of credit to meet the working capital requirement as mentioned above at **BEC clause no. 1.2.3** (Format specified in tender document).

1.2.4 Relaxed Norms for Startups (financial criteria):

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

The relaxation of prior experience and prior turnover to Startup [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to the specific goods/job domains wherein they are registered for.

Since certificate of DIPP towards recognition do not specify the goods/job domain, startups are required to submit the documents for the same including the application submitted to DIPP during registration of Startup company.

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

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

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

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

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
	1.1	Technical Experience Criteria – Document <i>[All documents to be submitted must be <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public</u> with legible stamp. In case bidder fails to submit authentication of document, same is acceptable against submission of undertaking as given in tender only on demand & discretion of BCPL]</i>	
1.	1.1.1	Experience against execution of order /	a. Bidder must submit/upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which has been executed / completed towards similar nature of jobs as mentioned at sl. no. 1.1.1



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



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
3.	1.1.3& 1.2.4	Documents against Startup Company	a) Bidder to upload / submit the 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp. a) Bidder to upload/submit documents for the specific goods/jobs domains wherein they are registered for including the application submitted to DIPP during registration of Startup company duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.
	1.2	Financial Experience Criteria- Document [All audited financial statements/documents (balance sheet and profit & loss account statement under 1.2.1, 1.2.2 & 1.2.3 of above BEC) to be uploaded (submitted) must be duly Certified/attested by Notary public with legible stamp]	
4.	1.2.1	Annual Turn-over (Not mandatory for start-ups)	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of the preceding three (3) Financial Year(s) as per BEC clause no. 1.2.1. i.e. FY: 2020-21 or 2019-20 or 2018-19.
5.	1.2.2	Net worth (Mandatory for all bidders)	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) of last audited Financial Year as per BEC clause no. 1.2.2. i.e. FY: 2020-21
6.	1.2.3	Working capital (Mandatory for all bidders)	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) for the last audited Financial Year as per BEC clause no. 1.2.3. i.e. FY: 2020-21 If the bidder's <u>working capital is negative or inadequate</u> as per BEC clause no. 1.2.3 , the bidder shall submit/upload a letter from the bidder's bank as per Format, F-15 having net worth not less than Rs.100 crores , confirming the availability of line of credit to meet the working capital requirement as mentioned above at BEC clause no. 1.2.3 (Format specified



Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)
			in tender document).
7.		Format, F-16	"Details of financial capability of bidder" shall be uploaded (submitted) in the prescribed Format, F-16 (of tender document) duly signed and stamped by a Chartered Accountant only .

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

- i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to upload (submit) these documents in addition to the documents specified in the bidding documents to meet BEC.
- ii) Bids of Joint Venture / Consortium are not acceptable.
- iii) Experience of bidder acquired as a subcontractor can be accepted against submission of work completion certificate from end user by such bidder along with other specified documents as mentioned in sl. no. 1.3 above under BEC clause no. 1.1.1.
- iv) For experience based on composite works: In case the bidder has executed a composite work against a single Order/LOA/Contract/Agreement which includes qualifying work stated above at BEC sl. no.1.1.1, then the value of such qualifying work only [out of total quantity of composite work] shall be considered for the purpose of evaluation.
- v) **Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL.**
- vi) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.
- vii) **The cut-off date for meeting the criteria of BEC of the tender shall be the due date for opening of bid.**
- viii) Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa:
viii)(a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting



based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than 50% of the paid up share capital of the bidding company or vice versa.

viii)(b) However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

viii)(c) In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.

ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to BCPL for fulfilling the obligation under the Agreement.

iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

In cases where foreign based Supporting Company does not have Permanent Establishment in India as per Indian Income Tax Act, the bidding company can furnish Performance Bank Guarantee for an amount which is sum of PBG amount to be submitted by the bidder and additional PBG amount required to be submitted by the supporting company subject to the condition that supporting company have 100% paid up equity share capital of the bidder either directly or through intermediate subsidiaries or vice versa. In such case bidding company shall furnish an undertaking that their foreign based supporting company is not having any Permanent Establishment in India in terms of Income Tax Act of India.

iv) Undertaking from the Supporting Company to the effect that in addition to invoking the PBG submitted by the bidding company, the PBG provided by Supporting Company shall be invoked by BCPL due to non-performance of the bidding company.

Note:

- In case Supporting Company fails to submit Bank Guarantee as per (iii) above, EMD/SD submitted by the bidder shall be forfeited.

- The Financial BEC of tender is to be met by bidder on their own.

(i) Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in other currency than specified in BEC shall be as follows:

*(a) **BEC (Technical):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order/contract submitted by bidder.*



In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

(b) **BEC (Financial):** The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

- **For Annual Turnover:** The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

For Net-Worth & Working Capital: The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year.

1.0 **Methodology for Evaluation of Bids and award:**

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

1.2 For the purpose of evaluation of bid and arriving at the L1 bidder for award, the total value of SOR on overall basis shall be considered including GST as under:

- Work centre/Project is entitled to avail Tax Credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of input tax credit available for the tendered items/services/ works:
- The input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids.
- GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation. In case a bidder enters "zero/blank" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids. In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:
 - In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
 - In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, BCPL shall place orders



- 1.3 If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity.
- [However, EIC's of that contract shall draw monthly milestones / check points during the Kickoff Meeting and shall review the performance more carefully and take action as per provision of contract in case of failure / poor performance.]
- 1.4 In case of **a tie** at the lowest bid (L1) position between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.
- 1.5 In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy for startup.
- 1.6 In case, there is **a tie** at the lowest bid (L1) position between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year, **duly certified by Chartered accountant**.
- 1.7 Startups are exempted from submission of **EMD**.

1.8 CPBG:

The contract performance security shall be 3% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.

1.9 PPP Policy 2012:

Considering the nature of job, splitting of quantities will not be possible in this case and hence the clause for award of 25 % of ordered quantity to MSE as per PPP 2012 is not applicable in this tender. Therefore, MSE quoting price within price band of L1 (other than MSE) + 15% may be awarded for full/ complete services of tendered value subject to matching of L1 price as per ITB of tender document. In case two or more MSE bidders comes within the price band of L1 + 15%, the preference to match the L1 rate shall be given in sequence of their position (L2, L3... and so on).

[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.

.....



Appendix-A1 to Section-II

FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Fill in Bidder's full name, constitution and registered office address) _____ hereinafter referred to as bidder on the first part and M/s. _____ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s Brahma Putra Cracker and Polymer Ltd. (hereinafter referred to as BCPL) has invited offers vide their tender No. _____ for _____ and M/s. _____ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. _____ [Supporting Company]. And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. _____ (Bidder) will submit an offer to BCPL for the full scope of work as envisaged in the tender document as a main bidder and liaise BCPL directly for any clarifications etc. in this context.
- b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the BCPL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to BCPL including extension if any and till satisfactory performance of the contract, the same is awarded by BCPL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BCPL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GAIL, however without prejudice to any rights that BCPL might have against the Supporting Company.
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely responsible to BCPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of
(Bidder)
M/s.

Witness:

- 1)
- 2)

For and on behalf of
(Supporting Company)
M/s.

Witness:

- 1)
- 2)



GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly established and existing under the laws of(insert country), having its Registered Office at hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s (bidder) a company duly established and existing under the laws of (insert country), having its Registered Office at hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s **Brahmaputra Cracker and Polymer Ltd., Lepetkata**, a company duly registered under the law of India having its Registered Office at 1st Floor, House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001, and having Purchase center at hereinafter called “BCPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS BCPL has invited tender number for on, and the bidder has submitted it bid number..... in response to the above mentioned tender invited by BCPL. AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the BCPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the BCPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number, made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BCPL, take up the job without any demur or objection, in continuation and without loss of time and



without any cost to the GAIL and duly perform the obligations of the Bidder to the satisfaction of the BCPL.

2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

3. The Guarantor shall be jointly and severally responsible to BCPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.

4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between BCPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.

5. The Guarantor agrees to execute a Corporate Guarantee in favour of BCPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BCPL.

6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BCPL.

7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BCPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.

8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of GAIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor OR (applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security) In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of GAIL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and



confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. (Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____

Signature _____

Name _____

Designation _____

official seal _____

Witness:

1. Signature _____

Full Name _____

Address _____

2. Signature _____

Full Name _____

Address _____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.



CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY

“Obligations contained in deed of guarantee No. _____ furnished against tender No. _____ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed along with the Guarantee.

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY
FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY
CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s Brahmaputra Cracker and Polymer Ltd.

Dear Sir(s),

M/s. _____
having registered office at _____ (herein after called the
"CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the
context so require include its successors and assignees) have been placed/ awarded the
job/work of _____ vide PO/LOA/FOA
No. _____ dated _____ (herein after called CONTRACT/
ORDER) for Brahmaputra Cracker and Polymer Ltd. having registered office at 1st Floor,
House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001 & project office at
Administrative Building, BCPL, Lepetkata, Dibrugarh, Assam, PIN - 786006 (herein after
called the "BCPL" which expression shall wherever the context so require include its
successors and assignees).

Further, M/s _____ (Name of the Supporting company) having its registered/head
office at _____ based on whose experience/technical strength, the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract
(hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless
repugnant to the context or meaning thereof include all its successors, administrators,
executors and assignees) has agreed to provide complete technical and other support to the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the
contract/order as mentioned above, entered between BCPL and the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER and BCPL having agreed that the
'SUPPORTING COMPANY' shall furnish to BCPL a performance guarantee for Indian
Rupees/US\$ towards providing complete financial and other support to the
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the
contract/order as mentioned above,

1. The said M/s. _____ (Supporting
Company) 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.
2. We (name of the bank) _____ registered under the
laws of _____ having head/registered office at
_____ (hereinafter referred to as "the Bank", which
expression shall, unless repugnant to the context or meaning thereof, include all its

successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BCPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BCPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BCPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that BCPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BCPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BCPL or any indulgence by BCPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.
9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank
E-mail :
Telephone/Mobile No. :

INSTRUCTIONS FOR FURNISHING

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Delhi.
2. The Bank Guarantee by Bidders will be given from bank as specified at clause no. 16.1 of ITB of Tender Document.
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 Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs.100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence

भाग – III
SECTION – III

बोलीदाताओं के लिए निर्देश (आईटीबी)

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

SECTION-III
INSTRUCTION TO BIDDERS

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[A] GENERAL:

1. SCOPE OF BID
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[B] BIDDING DOCUMENTS:

7. CONTENTS OF BIDDING DOCUMENTS
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[H] FORMS & FORMATS

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

[A] – GENERAL

1. SCOPE OF BID

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

2. ELIGIBLE BIDDERS

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

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

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

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

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

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

- 2.4. It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.
- 2.5. Bidder shall not be affiliated with a firm or entity:
- (i) that has provided consulting services related to the Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or
 - (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/Consultant for the contract.
- 2.6. Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.
- 2.7. Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.
- 2.8. **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **NOT ACCEPTABLE.**
- 2.9. No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.
3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"**- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)]- **NOT APPLICABLE FOR THIS TENDER**
4. **ONE BID PER BIDDER**
- 4.1. A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process individually as a Bidder. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2. Alternative Bids shall not be considered.
5. **COST OF BIDDING & TENDER FEE**
- 5.1. **COST OF BIDDING**
- The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.
- 5.2. **TENDER FEE- Not Applicable**
- 5.2.1. Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.

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

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

6. SITE VISIT

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

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

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

[B] – BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

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

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

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

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

8. CLARIFICATION OF BIDDING DOCUMENTS

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

9. AMENDMENT OF BIDDING DOCUMENTS

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

10. LANGUAGE OF BID:

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

11. DOCUMENTS COMPRISING THE BID

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

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

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

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

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

However, bidders must submit the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney and any other documents specified in the bidding

documents to address mentioned in IFB, in a sealed envelope, super scribing the Tender details & number within 7 days from the date of un-priced bid opening.

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

11.1.2. FOLDER-II: Price Bid

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

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

12. SCHEDULE OF RATES / BID PRICES

- 12.1. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except GST (CGST&SGST/UTGST or IGST).

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

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

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

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

- 13.3. In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/ UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall

be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.10. Anti-profiteering clause

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

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

14. BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15. BID VALIDITY

- 15.1. Bids shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 15.2. In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be

required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16. EARNEST MONEY/BID SECURITY:

Not Applicable

Not Applicable For startup

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

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

- (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
- (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38",
- (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.

16.8. In case Bid Security is in the form of 'Bank Guarantee', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'.

16.9. **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of Bid Security.

17. PRE-BID MEETING (IF APPLICABLE)

17.1. The Bidder(s) or his designated 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.**

19. ZERO DEVIATION AND REJECTION CRITERIA

19.1. ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BCPL's determination of a bid's responsiveness

is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

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

[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.

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

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

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

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

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

[E] – BID OPENING AND EVALUATION

26. BID OPENING

26.1. *Unpriced Bid Opening:*

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

26.2. *Priced Bid Opening:*

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

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

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

27. CONFIDENTIALITY

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

28. CONTACTING THE EMPLOYER

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

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

29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and

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

30. CORRECTION OF ERRORS

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

31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32. EVALUATION AND COMPARISON OF BIDS

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

33. COMPENSATION FOR EXTENDED STAY (FOR APPLICABLITY 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.

[E] – AWARD OF CONTRACT

35. AWARD

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

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

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

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

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

37. SIGNING OF AGREEMENT

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

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

38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

38.1. Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The

Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract.

- 38.2. **The contract performance security shall be for an amount equal to 10% of Total Order / Contract Value (exclusive of GST) OR Initial security deposit (ISD) @ 2.5% of Total Order / Contract value (exclusive of GST) within 30 days of FOA/notification of award and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Order / Contract (exclusive of GST) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment and same must be valid for 3 months beyond the contract period.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST.

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

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

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

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

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

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

40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by Women within above 25%. The respective quota (s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.

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

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

40.2 The MSE(s) owned by **SC/ST Entrepreneurs** shall mean:-

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

The MSE(s) owned by **Women Entrepreneurs** shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be Women.

- b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- c) In case of Private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

- i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 11.05.2021 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012

- a) If the MSE is owned by SC/ST Entrepreneurs, the Bidder shall furnish appropriate documentary evidence in this regard.

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

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

The Public Procurement Policy for MSEs is meant for procurement of only goods produced & Services rendered by MSEs. The benefit of policy are not extended to the traders / dealers / Distributors / Stockiest / Wholesalers.

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

40.5 Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

- 40.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

41. AHR ITEMS

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

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

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

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

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

42. VENDOR PERFORMANCE EVALUATION PROCEDURE

Shall be as stipulated Annexure II to ITB herewith.

43. INCOME TAX & CORPORATE TAX

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

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

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

43.4. MENTIONING OF PAN NO. IN INVOICE/BILL

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

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

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

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

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

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

DISPUTE RESOLUTION:

45.1 PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:

45.1.1 Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).

45.1.2 In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15days from the date of issue raised.

45.1.3 In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.

45.1.4 However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

45.2 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through pre-litigation grievance/dispute redressal mechanism, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

45.2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd. Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by ‘Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30

days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s).

The decision of BCPL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of “Delhi International Arbitration Centre”.

OR

45.2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

45.2.3 The cost of arbitration proceedings shall be shared equally by the parties.

45.2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

45.2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

45.2.6 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.
- b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
- c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.

45.2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at Dibrugarh.

45.3. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Competent Courts of Dibrugarh having territorial & pecuniary jurisdiction for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract other than those covered under the arbitration clause as stated herein above.

45.4. DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS:

Subject to pre litigation grievance/dispute redressal mechanism as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port

Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

Sh. Pranjal Phukan, CM (C&P) is nominated as the coordinator to the Samadhaan Committee to whom all complaints shall be lodged by the Vendor / Supplier / Contractor / Consultant / EIC / dealing officer of C&P. Name and contact details of coordinator to the Samadhaan Committee are as under: Shri Pranjal Kr. Phukan Mobile No.: 7896033897 E-mail: pranjalk.phukan@bcplindia.co.in.

46. BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

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

47. TRANSPARENCY

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

48. SALE OF BID DOCUMENTS

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

49. SUBLETTING & ASSIGNMENT

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

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

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

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

51. CHECK MEASUREMENT

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

- 51.1. Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)
- Site-In-Charge/Site Engineer will check 100% measurements of executed work.
 - 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.
 - An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
- 51.2. Where PMC is EIC (e.g Project Construction):
- PMC will check 100% measurements of executed work.
 - BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
- 51.3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
- Third Party Inspector will check 100% measurements of executed work.

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

.....

56. ONE BID PER BIDDER:

- i. A bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- ii. More than one bid means bid(s) by bidders(s) having same Proprietor/Partners/Limited Liability Partners in any other Bidder (s). Further, more than one bid shall also include two or more bidders having common power of attorney holder.
Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- iii. Alternative Bids shall not be considered.
- iv. The provisions mentioned at sl. no. (i) and (ii) shall not be applicable wherein bidders are quoting for different Items/Sections/Parts/Groups/SOR items of the same tender which specifies evaluation on Items/Sections/Parts/Groups/SOR item basis.

57 FRAUD PREVENTION POLICY

- (i) The Fraud Prevention Policy document is available on BCPL's website (www.bcplonline.co.in)
- (ii) Name and contact details of nodal officer are as under:
Shri Pranjalk Kr. Phukan
Mobile No.: 7896033897
Email: pranjalk.phukan@bcplindia.co.in

Bidder may refer to website for the updated details of corporate nodal officer. 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. 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.

58. BCPL has constituted Samadhan Committee for timely addressing the issues of Vendor/ Supplier/ Contractor/Consultant.

Accordingly the methodology to resolution of issue(s) of Vendor/Supplier/Contractor/Consultant shall be as under:

- (i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).
- (ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15days from the date of issue raised.
- (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.

(iv)After closure of contract(s), any issue to be raised within one (1) month from the closure date of contract(s)

(ii)

59 INCOME TAX & CORPORATE TAX:

- 59.1 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.
- 59.2 Corporate Tax liability, if any, shall be to the contractor’s account.
- 59.3 Work Contract tax/VATas may be applicable shall be deducted as per trade tax.

60 PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
7. **SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as Form-I.
If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

UNDERTAKING ON LETTERHEAD

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: " HIRING OF SUPPORT SERVICE FOR SAP-ERP SYSTEM FOR A PERIOD OF 02 YEARS

e-TENDER No.: BCPL/C&P/LE21W020MG/01713

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s_____ (*Name of Bidder*) is :

- (i) Not from such a country []
- (ii) If from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s_____ (*Name of Bidder*) fulfills all requirements in this regard and is eligible to be considered against the tender.

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

.....

Form-II

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-
CONTRACTING**

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF SUPPORT SERVICE FOR SAP-ERP SYSTEM FOR A PERIOD OF 02 YEARS

e-TENDER No.: BCPL/C&P/LE21W020MG/01713

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s _____ **(Name of Bidder)** is:

- (i) not from such a country []
- (ii) if from such a country, has been registered []
with the Competent Authority.
(Evidence of valid registration by the
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s _____ **(Name of Bidder)** will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s _____ **(Name of Bidder)** fulfills all requirements in this regard and is eligible to be considered.

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

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS
PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:

LOA NO:

Dear Sir,

We _____ (Name of the Supplier/Contractor/Service
Provider/ Consultant) hereby confirm that E-Invoice provision as per the GST Law
is

- | | | |
|------|----------------------|-----------|
| (i) | Applicable to us | [] |
| (ii) | Not Applicable to us | [] |

**(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option
(✓ or X) above).**

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to BCPL for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider/ Consultant under this contract or under any other contract.

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

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

A. Definitions:

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C. Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

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

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

D.3 Effect of Suspension of business:

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

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

E. Appeal against the Decision of the Competent Authority:

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

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

.....

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

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

3.1. FOR PROJECTS

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

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

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

(A) Where Performance rating is “POOR”:

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

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

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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 EXCLUSIONS:

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

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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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

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

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

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

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

9.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

10.0 ERRANT BIDDER

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

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

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

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.1 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE**20 Marks**

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

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.1 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE		20 Marks
A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

(Ready Reckoner to Participate in BCPL e-tender through CPP Portal of NIC)
Ready Reckoner to Participate in BCPL e- tender through CPP Portal of
NIC)) is available in BCPL website:
<https://bcplonline.co.in/UploadFiles/tenderfile/ReadyReckonerBCPL.pdf>

HELP DESK (BCPL)

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

Mobile: 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile: 8826246593

Email: cppp-nic@nic.in

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

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ Tender no is : TENDER NO.: BCPL/C&P/LE21W020MG/01713				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Brahmaputra Cracker & Polymer Ltd. payable at Lepetkata.				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Ms. Manash Pratim Gogoi, DM (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636/7002744564. Email id: manashp.gogoi@bcplindia.co.in;				

C. PREPARATION OF BIDS	
ITB clause	Description
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): <u>NIL</u>
12	Additional Provision for Schedule of Rate/ Bid Price are as under:
14	The currency of the Bid shall be INR
15	The bid validity period shall be four (4) months from final 'Bid Due Date'.
16	In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Brahmaputra Cracker & Polymer Ltd. , payable at Lepetkata
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22	The E-Tender No. of this bidding process is: BCPL/C&P/LE21W020MG/01713
22.3	For <u>submission of EMD (Not Applicable)</u> , the Owner's address is : Attention: Ms. Manash Pratim Gogoi , DM (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: manashp.gogoi@bcplindia.co.in;
26	The bid opening shall take place at:

	Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: Manashp.gogoi@bcplindia.co.in; Date: 01.06.2021 Time: 15:00 Hrs.				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td><td style="text-align: center;">NO</td></tr> <tr> <td>NOT APPLICABLE</td><td style="text-align: center;">YES</td></tr> </table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: State: Assam				
38	Contract Performance Security/ Security Deposit <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td><td style="text-align: center;">YES</td></tr> <tr> <td>NOT APPLICABLE</td><td style="text-align: center;">NO</td></tr> </table> Applicable: As specified in Section –II of tender document.	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES				
NOT APPLICABLE	NO				
40	Public Procurement Policy for MSEs : <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td><td style="text-align: center;">YES</td></tr> <tr> <td>NOT APPLICABLE</td><td style="text-align: center;">NO</td></tr> </table> Whether tendered item is non-split able or not-divisible :	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES				
NOT APPLICABLE	NO				

	<table border="1"> <tr> <td>YES</td> <td>YES</td> </tr> <tr> <td>NO</td> <td>NO</td> </tr> </table>	YES	YES	NO	NO
YES	YES				
NO	NO				
41	Provision of AHR Item : <table border="1"> <tr> <td>APPLICABLE</td> <td>YES</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>NO</td> </tr> </table>	APPLICABLE	YES	NOT APPLICABLE	NO
APPLICABLE	YES				
NOT APPLICABLE	NO				
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1"> <tr> <td>APPLICABLE</td> <td>NO</td> </tr> <tr> <td>NOT APPLICABLE</td> <td>YES</td> </tr> </table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				

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फॉर्म और प्रारूप

FORMS & FORMATS

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F-1
BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK

E-Tender No.: BCPL/C&P/LE21W020MG/01713

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

11	ISO Certification, if any	{If yes, please furnish details}
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN No.	[Enclose copy of PAN Card]
17	GSTIN	(Please submit copy of GST Registration Certificate)
18	SAC / HSN code	
19	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
20	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)
21 (i)	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
21 (ii)	Whether MSE owned by SC/ST	(Bidder to submit documents as specified it ITB)
21 (iii)	Udyam Registration Certificate No. declared by MSE bidders on CPPP <i>[failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs Order, 2012]</i>	
22	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act/GST). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
23	Vendor Classification as per GST Mark (✓) on the applicable one.	Registered ☐ Un-Registered ☐ Compound Scheme ☐ PSU, GOVT ☐ SEZ ☐

Place:
Date:

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

F-2
BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK"

E-Tender No.: BCPL/C&P/LE21W020MG/01713

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

F-3
LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK”

E-Tender No.: BCPL/C&P/LE21W020MG/01713

Dear Sir,

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

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

Note:

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

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

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

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

SUB: “HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK”

E-Tender No.: BCPL/C&P/LE21W020MG/01713

Dear Sir (s),

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

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

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

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

This guarantee shall be irrevocable and shall remain, valid up to----- .[this date should be two (02) months beyond the validity of the bid] If any further extension of this guarantee is required the same shall be extended to such required period on receiving instructions from M/s----- on whose behalf this guarantee is issued.

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

WITNESS:

(SIGNATURE)
(NAME):

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS):

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

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

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

.....

F-5
LETTER OF AUTHORITY

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

Ref:

Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK”

E-Tender No.: BCPL/C&P/LE21W020MG/01713

Dear Sir,

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

[1] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

[2] Name & Designation _____ Signature _____

Phone/Cell:

Fax:

E-mail: @

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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

F-6
"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK"

E-Tender No.: BCPL/C&P/LE21W020MG/01713

Dear Sir,

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

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

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK”

E-Tender No.: BCPL/C&P/LE21W020MG/01713

Dear Sir,

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

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

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

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

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

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

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK"

E-Tender No.: BCPL/C&P/LE21W020MG/01713

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:

F-9
PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

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

M/s._____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

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

aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

.....

F-10**AGREED TERMS & CONDITIONS**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK”

E-Tender No.: BCPL/C&P/LE21W020MG/01713

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 GST	
a	Applicable GST is	CGST+SGST/IGST (Please tick as applicable)
b	CGST+SGST	%age
c	IGST	
d	Cess (if any)	%age
e	Service Accounting Codes (SAC) has been submitted and mentioned in un-priced SOR	
5.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	

7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent. <i>(The contract will be valid for a period of 02 (two) years from the date mentioned in LOI/LOA. The Contract may be extended by BCPL for further 6 months on same rate, terms & conditions.)</i>	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	

19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20	Confirm acceptance of Anti profiteering clause no. 171 of GST Act.	
21	a) Whether bidder falls under MSE Act.	
	If yes, Whether bidder is a MSE belonging to SC/ST category.	
22	Please confirm whether bidder registered as a start up	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-11

ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK"

E-Tender No.: BCPL/C&P/LE21W020MG/01713

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	:

F-12
UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK”

E-Tender No.: BCPL/C&P/LE21W020MG/01713

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-13
BIDDER'S EXPERIENCE

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK"

E-Tender No.: BCPL/C&P/LE21W020MG/01713

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

Place:
Date:

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

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	Bid Security/ EMD		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)(Not Applicable in case of e-bidding)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vii	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
viii	Confirm submission of document alongwith techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid		
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).		

DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.a	EMD Value	Not applicable		
A	DD	DD No. _____ dated For Rs. _____	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/ NA	NO
C	UDYAM REGISTRATION CERTIFICATE	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/ NA	NO
2.	TENDER FEE if applicable	DD of requisite amount UPLOADED	YES	NO
3.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3(i)	<i>Status of Bidder(As Stipulated in BEC 1.1.1)</i>	Bidder must submit/upload the ISO certificate,CMMI level -3 certificate, undertaking and contact details of NOC/back office	YES	NO
3 (ii)	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.2)</i>	a. Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been executed as mentioned at BEC clause no. 1.1.2 along with the details of SOR items & scope of work. b) Completion Certificate/Equivalent Certificate against the Work Order/LOA/Agreement submitted as mentioned at point "a)" above. The Completion/equivalent Certificate must contain the detailed information like LOA/Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should be issued by the end-user/owner/authorized consultant.	YES	NO
3 (ii)	<i>Experience against execution of running Rate / Maintenance Contract (As Stipulated in BEC 1.1.2)</i>	Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running as mentioned at BEC clause no. 1.1.3 along with the details of SOR items & scope of work. Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the Contract as mentioned at point "a)" above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. 1.1.2 above. The execution certificate must contain the detailed information like LOA/Order No. / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Execution Certificate should be issued by the end-user/owner/authorized consultant.	YES	NO

S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
A	ORDER COPY	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
		Duly NOTARISED by Notary Public with legible stamp	YES	NO
B	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
		Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
		Duly NOTARISED by Notary Public with legible stamp	YES	NO
C	CERTIFICATE TOWARDS STARTUP ENTERPRISE REGISTRATION ISSUED BY DIPP, MINISTRY OF COMMERCE & INDUSTRY, GOI	Duly CERTIFIED by a CHARTERED ACCOUNTANT with Membership Number (not being an employee or a Director or not having any interest in the bidder's company / firm)	YES	NO
		Duly NOTARISED by Notary Public with legible stamp	YES	NO
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC			
4(i)	Financial Documents – Turn Over (Not Applicable for Startup)	Bidder has to upload / submit the audited financial results (Balance sheet and profit & Loss account statement) for the 3 preceding financial years as per BEC clause no. 1.2.1 i.e. FY: 2020-2021 or 2019-2020 or 2018-2019. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2020-2021 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding three financial year prior to FY: 2020-2021 i.e. FY: 2019-20 or 2018-19 or 2017-18. Accordingly, Annual Turn-over of the bidder for the FY: 2019-20 or 2018-19 or 2017-18 shall be considered.	YES/ NA	NO
4(ii)	Financial Documents – Net Worth & Working Capital	Uploaded Balance Sheet and Profit & Loss Statement of last audited financial statement, i.e., FY: 2020-2021. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2020-2021 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2020-2021 i.e. FY: 2019-20 along with un-price bid. Accordingly, Net Worth of the bidder for the FY: 2019-20 shall be considered	YES	NO
A	Balance Sheet/s & Profit & Loss Statements as in 4(i), & 4(ii) above	Duly attested by Notary Public with legible stamp	YES	NO
B	Details of financial capability of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	YES	NO

S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
C	In Case Bidder's Working Capital is inadequate as stipulated in BEC	Letter (as per Format, F-15) from the Bidder's bank having net worth not less than INR 1(one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/attested by Notary Public with legible stamp.	YES/ NA	NO
5.	Tender Document uploaded	Uploaded Unedited & Digitally signed ALONGWITH UNPRICED BID.	YES	NO
6.	SOR (BLANK without price) MENTIONING WORD "QUOTED/NOT QUOTED" IN EACH ITEM RATE COLUMN	Uploaded Digitally signed scanned copy of EACH SOR (all 2 Parts) filled QUOTED/NOT QUOTED, ALONGWITH UNPRICED BID.	YES	NO
7.	FORM 1 TO 19 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)". **Non submission of any document/ submission without proper attestation may lead to rejection of the Bid.**

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

[REFER TO BEC OF TENDER DOCUMENT AND GIVE BRIEF DETAILS AGAINST INDIVIDUAL DOCUMENTS SUBMITTED TO QUALIFY BEC-TECHNICAL]

NB:

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

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

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

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

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

[REFER TO BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

1. **Format-16** (to be **submitted/uploaded**) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
2. **Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: 2020-2021 , 2019-2020 & 2018-2019. meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped** (duly certified /attested) by Notary Public with legible stamp and to be submitted.
3. **Bidder to Put ‘tick mark’ only [out of two options (i.e ‘Yes’ or ‘No’, one option to be exercised and other one to be deleted in the column given below]**

1.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. FY: 2020-2021 , 2019-2020 & 2018-2019 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2020-2021 FY: 2019-2020 FY: 2018-2019 FY: 2017-2018 In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: 2020-21 is not audited on the due date of 'submission of bid/bid closing date', in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding 3 financial years prior to FY: 2020-21 i.e. FY: 2019-20, 2018-19 & 2017-18.	Yes / No Yes / No Yes / No Yes / No	

1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2020-21. Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ Email ID:_____	Yes / No Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-16 as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant:_____ Membership No. of Chartered Accountant_____	Yes / No	

=====

F-15

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

(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp

F-16**FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED
PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER**

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions***

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.

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

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

F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK"

E-Tender No.: BCPL/C&P/LE21W020MG/01713

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

F-19
UNDERTAKING REGARDING SUBMISSION OF AUTHENTICATED
DOCUMENTS RELATING TO BEC, AFFIDAVIT / CERTIFIED
DOCUMENTS FOR PURCHASE PREFERENCE POLICY(S), ETC. (TO BE
GIVEN ON LETTER HEAD)

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK”

E-Tender No.: BCPL/C&P/LE21W020MG/01713

Dear Sir

We hereby confirm that due to COVID-19 situation, we are unable to submit the Authenticated documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc. (wherever applicable) as specified in tender document. Hence, we are submitting the self certified documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc (wherever applicable). We hereby confirm that in case of award of contract/order, we will submit Authenticated documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc. (wherever applicable) as per tender provisions after normalization of situation.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-20
UNDERTAKING ON QUOTED PRICE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK””

E-Tender No.: BCPL/C&P/LE21W020MG/01713

Dear Sir,

We have not quoted ‘zero’ or ‘(-)ve’ value in SOR line item sl. No 2 of the tender. If found the quoted price as ‘zero’ or ‘(-)ve’ in above SOR item, our bid (s) may be rejected.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

भाग – IV
SECTION – IV

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

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

NIT/RFQ NUMBER: BCPL/C&P/LE21W020MG/01713

Dated:

Dear Sir,

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

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

1. *General Conditions of Contract.*

https://www.bcplonline.co.in/UploadFiles/GCC_CONTRACTS.pdf

Thanking you,

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

Name:

Designation:

Company Seal:

भाग – V
SECTION – V

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

SCOPE OF WORK

1. INTRODUCTION:

Brahmaputra Cracker & Polymer Limited is a joint venture of M/s GAIL India Limited, NRL, OIL & Govt. of Assam. Alongside the various production units like LLDPE/HDPE, PPU, ECU, GSU, BCPL having its own OFC network of about 200 Km both along the Gas Pipeline & plant premises. Telecom division of BCPL is responsible for providing bandwidth for captive SCADA, IT, Intercom, Video Conferencing, CCTV applications over BCPL's own telecom network.

BCPL is a Public sector undertaking under Govt. of India, a state of art petrochemical complex located in Lepetkata, Dibrugarh, Assam. It has a pipeline infrastructure of over 260 Km length, along which an integrated dedicated telecom network is in operation.

Presently, BCPL has approximately 258 Km OFC networks, which is already in operation for fulfilling captive requirements.

24 fiber OFC Cable has been laid through directly buried along BCPL's cross-country Gas Pipeline at a depth of 2 mtrs, whereas 8 core fiber (both single mode and multimode) has been laid through HDPE conduit along buried trenches/concrete trenches/instrument ducts inside BCPL plant for IT, Telecom & Instrumentation application. Different OFC based systems have been established and functional on these fibers network.

To maintain high availability of services along its telecom networks, BCPL intends to engage agency for maintaining Optical Fiber Cable (OFC) laid between one node to the next node as per the information mentioned elsewhere in the bid document. The node is the place where OFC equipment's are installed.

2. JURISDICTION:

The jurisdiction of maintenance of OFC covers the BCPL's OFC routes along the pipeline and plant area. The details of the jurisdiction has been given in "Annexure-A".

3. WORK DESCRIPTION:

BCPL intends to award a contract to reputed CONTRACTOR who is financially and technically strong to undertake various activities required to maintain & ensure OFC connectivity in the physical layer for different hops/stations along the roads & utility corridors like: National Highways, State highways & inside the city areas.

The CONTRACTOR shall be responsible for maintenance of the said OFC network in the physical layer to ensure the OFC Network availability of highest order, considering there is no failure in the equipment level of the network. This shall include but not limited to undertake all required preventive measures of the OFC route, rectification of faults and restoration jobs required for achieving the OFC link availability of highest order.

4. DETAILED SCOPE OF WORK:

The scope of work shall include but not limited to the following for the maintenance of OFC network in the physical layer (up to the level of Fiber Termination Closure) of BCPL's telecom network as mentioned under "Annexure-A":

4.1 The CONTRACTOR shall undertake all preventive measures with the information to respective EIC's for maintaining the end-to-end continuity of OFC cable, which shall include but not limited to the following:

- Regular surveillance of OFC routes along the Gas pipelines & non pipeline route inside BCPL plants to have proactive check to prevent OFC link disruptions.
- Monitoring of jobs undertaken by other agencies in the vicinity of BCPL's fiber network to ensure the safety of BCPL's OFC cable.
- Attending to / safe-guarding against any signs of damage or potential damage of BCPL's OFC network.
- Attending breakdown maintenance within minimum time period.
- The preventive maintenance to safeguard OFC from cut and damage in the works of other agencies on our OFC routes.
- In case of major construction work of other agencies like NHAI, PWD Municipality, Forest, Railway etc., contractor is required to deploy additional resources, monitoring, arrangement of skilled / un-skilled services whenever needed at the construction site till the period as decided by EIC on need basis.

4.2 Collecting information & accordingly, coordinate with other agencies before the execution of work, who shall carry out any OFC laying / maintenance job in the vicinity of BCPL's OFC route, to safe-guard against the damages to BCPL's OFC cable. The contractor shall effectively co-ordinate with other agencies working along the BCPL's OFC route to prevent damage to OFC link and the contractor shall be held accountable for any cut of the link by other agencies.

4.3 Regular liaisoning with various civic authorities like: PWD, Railways, Forest, NHAI departments, Municipal corporations, Nagarpalikas, urban development authority's etc. regarding the permission being given or shall be given to other parties for any type of construction works along BCPL's OFC route.

4.4 The Contractor shall provide OFC maintenance service on fixed monthly fees basis round the clock to keep but not limited to the following provisions on round the clock basis for attending & rectifying the OFC fault in minimum downtime (including travel time) from the time of lodging the complaint to the site in-charge/supervisor of contractor over mobile phone.

Contractor shall also carry out testing of existing joints and OFC repairs along with testing of OFC route for improvement in the performance with link margin as per national / international standards and instruction of EIC.

- Undertaking Preventive measures for avoiding any damages to BCPL's OFC network in physical layer outside the node by having proper surveillance, liaisoning with other agencies.
- Deployment of Maintenance Infrastructure / resources on round the clock basis exclusively for BCPL's work to be located at designated place as decided by EIC & the maintenance unit / infrastructure shall comprise of various expert / skilled /Semi-skilled/ un-skilled services, logistics etc, as mentioned in Annexure-B.
- Provisioning of required tools / tackles as mentioned in Annexure- B.
- Providing facilities for Maintenance Stations / Base: for transporting the equipment, providing skilled / Semi-skilled/un-skilled / expert services any time at fault locations, tools / tackles, Test / Measuring equipment and Consumables like: OFC cable, Joint Closures, Jointing Pit, duct, couplers etc. However OFC, Duct & Joint Closure will be supplied by BCPL separately.
- Providing communication facilities like: Mobile phones at site for site supervision & co-ordination, all the direct / in-direct representatives of the contractor engaged for providing services like splicing, mobilization to site, testing jobs & patrolling / monitoring for the purpose of contacting on the urgent need basis as mentioned in Annexure-B.
- Carrying out maintenance activities like: identification of OFC fault / cut on ground, obtaining permission from local authorities if required, excavation of earth to expose duct & cable, HDD (if any), laying of OFC with duct, splicing of OFC, testing of cable, installation of Jointing pit & back filling of pit with Sand, supply & installation of OFC route marker & joint marker, restoration of ROU, updating of OFC As-built drawing etc.

- For maintenance work including day-to-day regular maintenance works, no payment other than payment for consumables used in restoration / rectification of the faults, as per SOR-Part B shall be paid to the contractor. However, payment for OFC jointing pit will be made extra as per SOR-Part B on actual usage basis.
- Provisioning of Logistics arrangement like: AC / DC power source, lighting arrangement, de-watering facility & Generator sets, if required at site, during the execution of maintenance job at site as mentioned in Annexure-B.
- Insurance for workmen compensation and BCPL issued material: Contractor shall take insurance for all the workmen engaged under this contract and as per labor laws applicable from time to time. The contractor will also insure BCPL issued material for all risk cover.

4.5 Supply of consumables like: RCC Jointing pit, GI pipe, OFC Route/Joint marker etc. meeting the specification as detailed under the Technical specification of the tender document and approval of EIC. Contractor has to keep minimum stock of above items up to the satisfaction of EIC as per Annexure-B.

4.6 The CONTRACTOR shall submit the list of expert services available with him including skilled / unskilled services it can provide, machines, equipment and consumable items with quantities suitable to meet the contractual requirements for jurisdiction described elsewhere in the tender document along with the bid.

4.7

4.7.1 Under OFC link cut condition, the following minimum activities shall have to be taken up by the CONTRACTOR for restoration of OFC cut / fault for end-to-end restoration of network traffic / service:

4.7.2 For identification of exact cut / fault location on immediate basis, the OTDR measurement of spare fiber shall be made from the nearest telecom station / SV Station. For better clarity, the OTDR measurement on spare fiber shall be taken at SV Stations / nearest OFC joint situated at both ends of cut and using dummy fiber spool of 1 km, in case required.

4.7.3 After the OTDR measurement, the OFC-As-built drawing shall be referred and the physical site of fault on ground shall be located. It may be possible that data in as built document may not be correct for the accuracy purpose. As built drawing shall be taken

as reference only & no claim of contractor will be entertained on account of non-correctness of As built drawings.

- 4.7.4 Accordingly, the job of excavation, identification of OFC cable, pulling of cable from both ends, preparation and splicing of OFC, restoration of traffic, back filling of trench & installation of jointing chamber shall be taken up as per standard procedure. In case of restoration of OFC fault within MTTR, if site condition demands excavation by JCB, then contractor is advised to hire JCB for excavation of trench for physically locating the OFC cut / fault inside the ground. However, no extra payment shall be payable to the contractor towards hiring of JCB.
- 4.7.5 Splicing of fibers is to be carried out in line with the installed fiber i.e. G.652/G.655, MM and measurements to be taken on spare fibers. In case active fibers are to be used, precautions are to be taken with regard to the power launched on to the fiber. Restoration of site shall be done to the entire satisfaction of the Engineer- in-charge.
- 4.7.6 After the completion of site activities, the CONTRACTOR shall ensure the restoration of the traffic from in the BCPL OFC Network & confirm from CCR at Lepetkata. Thereafter fresh OTDR measurement shall be taken to check, whether the spliced fibers are not broken at fault / splicing location and the splice losses are within the permissible limits.
- 4.7.7 In case, some of the fibers are found in broken conditions at the joint locations (as per the OTDR reports) same are to be rectified & reports to be submitted before submission of the next bill.
- 4.7.8 In case of OFC fault beyond the scope of Maintenance contract, CONTRACTOR has to repair such OFC faults as per direction of Engineer-In-Charge on extra chargeable basis as per rate quoted in SOR PART B. ***However, CONTRACTOR has to engage extra resources to execute the items of SOR PART B other than the resources engaged for regular maintenance job.***
- 4.7.9 The OFC As-built drawing shall be updated by incorporating the new details like: OFC loop used joint-pit location, etc. Position of OFC should be shown from the center and edge of the road in OFC as built drawings and the length of loop in joint pit after fault restoration shall be incorporated in as built drawing.
- 4.7.10 Photograph of fault location before restoration & after restoration of each fault to be taken & submitted with the running bill.
- 4.7.11 Duly signed Fault Rectification Report shall be generated and submitted with monthly bill by the contractor as per “Annexure-C” for each fault, which shall have all the information like OTDR distance of fault locations from nearest node, physical fault location. Maintenance unit to have necessarily the Digital Camera of minimum 5 MP,

as per Annexure-B. Non-submission of photograph will lead to Reduction of contract value of Rs. 1000/- for each OFC cut/fault.

- 4.7.12 OTDR measurements shall be taken & reports to be submitted with the bill for the section in which any OFC cut / fault occurred in a given month & for the rest of the sections in OFC routes which are covered under round the clock maintenance & network up-keeping. OTDR reports shall be submitted on quarterly basis.
- 4.7.13 Monthly bills shall not be processed, unless OTDR reports are submitted by the party. Party to have latest OTDR with USB drives, so as to have OTDR prints as & when required.
- 4.7.14 HOP testing of all the links / sections through optical Laser source & power meter is to taken on six monthly basis. Non-submission of the HOP testing reports will lead to the Reduction of contract value of Rs. 5000/- from the monthly bill.
- 4.7.15 RCC joint chambers to be installed within 2 weeks' time from date of rectification of OFC cut / fault in city areas & within 3 weeks' time in non-city areas. At locations, where it is not possible to install / construct the joint chambers at a later stage, same shall be constructed / installed within 2 days from date of rectification of the fault to avoid problem in future.
- 4.7.16 In case, it is not possible to install / construct RCC chambers due to prevailing site conditions, party may be asked to install / construct the ring type chambers / brick chambers with proper protection. However it shall be at the discretion of BCPL's EIC & SIC only. Any work related to OFC-faults restoration, that remains pending due to some reasons, should be reflected in the fault-rectification report, submitted by contractor along-with bill.
- 4.7.17 Monthly running bill shall not be processed, if it is not accompanied with the fault rectification reports of each faults, photograph of each faults, OTDR traces of the section, in which OFC cut occurred in the given month (for other sections on quarterly basis) & cumulative monthly downtime reports.
- 4.7.18 It is to be noted that the OFC-As built drawings, shall be provided by the BCPL to successful contractor only after award of the contract and mobilization of resources at BCPL designated site. The details mentioned in the OFC-As built drawings are for reference purpose only. There may be some changes in the OFC as built drawings from the actual alignment of the OFC at the site / field. It is to be noted again that any changes mentioned in the drawings from the actual condition on the ground in terms of depth of the laid OFC, OFC alignment & distance from the road centre, shall not

become any reason for extra payment, extra work or otherwise for any other purpose / reasons whatsoever.

- 4.7.19 At the time of handing over the OFC route to the successful contractor, OTDR measurements shall be carried out on all the spare fibers for OFC routes along pipeline & Non pipeline as mentioned in para (i) of Annexure-A. The reports / records generated shall be signed by both the parties i.e. BCPL & contractor. At time of handing over the OFC to BCPL by the contractor after completion of the contract, again the similar OTDR test shall be taken on all the fibers & the results should be within the acceptable & permissible limit. If any fibers found break or in bad condition, it should be repaired by the contractor without any extra charges for splicing works before handing over the OFC route to BCPL.
- 4.7.20 Also it is to be noted that, at the time of handing over the site by the BCPL to the contractor, all the fibers may not be through end to end. The contractor may be asked by the EIC for repairing of such fibers to make it end to end through, wherever it is possible to carry out the repairing works. In such cases, the contractor shall be paid extra charges for repairing as per the SOR for ONLY consumables USED & HDD works etc. as per the actual works and detailed description on applicability of such payment available In The SOR with each Item's Description.
- 4.7.21 The Bidder / Contractor is VERY Strongly Advised & Recommended to Study the Cases / Situations as described in the relevant SOR description where the SOR items will be applicable before putting the price bid. Bidder / Contractor should NOT BE under the wrong impression that any extra work for rectification / day-to-day maintenance / planned outage / break-down work done under the scope of 24-Hrs comprehensive maintenance will be paid additional amount for any extra job. Contractors are also advised to go through the Annexure-A & B and understand the requirement before quoting for the bid.
- 4.7.22 In case site condition is not favorable for immediate restoration of fault, temporary restoration of the service fibers shall be taken up immediately with the approval of EIC / SIC. Depending upon BCPL's captive / customer's traffic on the said link & availability of redundant links, permanent restoration of OFC jointing work may not be considered in breakdown time if the restoration works carried out with the approval from EIC. The decision of EIC shall be final in this regard. In case site is not conducive for permanent restoration some arrangement of supervision / monitoring / protection services has to be done by contractor for safeguarding exposed OFC till permanent restoration. No extra payment shall be given to contractor on account of deployment of supervision / monitoring / safe-guarding and other skilled / un-skilled

services. In case of further cuts at exposed OFC location, no payment will be made to the contractor for those additional cuts for splicing works and permanent restoration shall be carried out by contractor at his own cost. Contractor will be accountable for this additional downtime of OFC link.

- 4.9 In case of more than one simultaneous OFC faults, (One set of maintenance resource / infrastructure is busy in restoration of one OFC fault in a section, & in between other fault also occurred, at some other place) in the section, the contractor has to make an alternate arrangement within four (04) hours at the site, after the second OFC fault occurred. In such cases, the mobilization time maximum up to four hours duration for the second OFC fault shall not be considered as down time. However, if contractor fails to confirm & mobilize his maintenance resources with all arrangement & provisioning within four hours, BCPL can take up the job at risk & cost of the contractor.
- 4.10 Collection & transportation of consumable materials “deliverable by BCPL” from BCPL’s designated stores. The detail address of BCPL stores shall be provided to the successful Bidder at the time of award of Contract. The contractor has to draw the material from designated BCPL’s store.
- 4.11 Contractor to compulsorily submit daily patrolling reports in the registers kept at designated places on daily basis & submit weekly reports to BCPL EIC covering the details of all the ongoing works/ potential risk to BCPL’s OFC, preventive measures taken, & action to be taken to avoid the OFC cuts etc. as per format attached in “Annexure-D”
- 4.12 In the OFC cut situations, for restoration of the cut & carrying out civil activities at the site, in case it is required to coordinate with the other agencies/ statutory authorities, which may involve some kind of expenditure also, same shall be managed by the contractor at his own cost without any cost implications to BCPL.
- 4.13 Contractor is required to use the consumables like jointing closures, jointing chambers, markers as per the technical specifications & makes mentioned in the tender document. In case, contractor uses any other makes of the jointing closures, which is not approved or mentioned in the tender document, payment for such consumables shall not be made to the contractor.
- 4.14 **In** a situation, where in the vicinity of BCPL’s OFC network any major construction projects are going on, or about to start, & it is necessary to re-route our OFC through a new safe route to avoid damage, Contractor shall explore feasibility of alternate routes & provide detailed route plan for new location, where re-routing is proposed. After the necessary approval of new OFC route & methodology to be adopted for OFC laying, the job of shifting & re-laying of OFC shall be carried out by the contractor as per item rates mentioned in the SOR as an advance action, to maintain the fiber availability as

envisaged. The quantities of various items mentioned in SOR are indicative & may vary as per the site conditions & requirement basis.

4.15 For NEW OFC Laying Jobs for last mile connectivity & OFC re-routing work, following is to be noted:

(i) BCPL has obtained the necessary permissions from the various govt. agencies such as NHAI, Forest, PWD & Railway etc. during construction phase of OFC laying. In certain route, permissions from the agencies may not exist. The last mile connectivity or OFC re-routing work shall be done by laying new OFC route within city and outside the city along National highways/state highways etc. & it will be paid as per SOR for respective sections. Contractors have to arrange all statutory permissions and follow up from various / concerned government & autonomous authorities. The time period for execution of such works will be decided by EIC. All statutory payments towards ROU permission & restoration shall be borne by BCPL as per actual demand note issued by authorities.

(ii) For new OFC laying works / Re-laying of OFC through underground HDD / trenching, separate job order shall be issued by EIC stating clearly the estimated quantity of works to be executed within given time duration. Contractor shall have to complete the works to be executed within given time duration. Contractor to complete the works as per the given job order. In case contractor fails to complete the works within given time frame, he is liable to execute the same work @ 80% of the cost of the particular job order value within next one month time after schedule completion time. If contractor fails to execute the works even after this, the works shall be carried out by BCPL at risk and cost of the contractor.

(iii) Separate resources including tools, tackles, consumables, expert services (skilled / un-skilled / high-skilled) shall be deployed by contractor for re-routing and OFC laying work for last mile connectivity. No resources including tools, tackles, consumables, expertise reserved or allocated for round the clock maintenance / network up-keeping should be used for these works.

(iv) All statutory payments towards ROU permission and restoration for OFC re-laying & last mile connectivity work will be borne by BCPL. However the coordination for permission with concerned authorities shall be taken up by contractor without any extra charge / payment to BCPL.

(v) Material like Joint Closure, HDPE Duct, Optical fiber Cable, shall be provided by BCPL free of Charge. Un-used material shall be returned to BCPL's store by contractor at the end of contract.

(vi) Quantities of various items mentioned in the SOR are indicative & subject to variations and the contractor will carry out the extra quantities without any reservation. The payment will be made on the basis of actual work executed as per the quoted rate.

(vii) The OFC Re-routing work & last mile connectivity work may be required to be carried out in various segments in any OFC section as per BCPL requirement and may not be in continuous stretch.

4.16 **SCOPE OF WORK FOR RESTORATION OF OFC CUTS ALONG PIPELINE:**

Restoration of OFC cuts in pipeline routes as defined under para (i) of “Annexure-A” is to be completed within allowable MTTR of 10 hours including travel time, restoration time, & all civil activities, splicing activities, testing of all the fibers from node stations & submission of OTDR traces, complete in all respects.

5. **SCOPE OF DELIVERABLE ITEMS :-**

DELIVERABLE BY BCPL:

- Suitable length of duct of different types, OFC cable (8/24 armored Optical fiber of combined G.652/G.655) as per requirement will be provided by BCPL.
- Among the consumables required for carrying out OFC maintenance work, only jointing closures will be supplied by BCPL and no payment shall be made to the contractor for BCPL’s supplied consumables. However contractor has to keep minimum stock of above items with him up to the satisfaction of EIC to avoid any contingency at site.

5.1 The material to be issued to the CONTRACTOR shall be on returnable basis. In respect of material remaining unutilized after completion of the job, the non-utilized material shall be returned back to BCPL’s designated store after the end of contract period.

Reconciliation statement for BCPL’s issued material should be submitted on monthly basis to BCPL.

5.2 For entering into the BCPL locations & OFC routes, the Entry pass shall be issued to the representatives of the CONTRACTOR by BCPL. Contractor is required to issue their company I.D cards to all the persons involved in the maintenance. BCPL will issue work permit for OFC restoration works inside BCPL Plants.

DELIVERABLE BY CONTRACTOR:

- Any other consumables needed for OFC joint but not limited to viz. m-seal, cable tie, adhesive tape, fiber jacket, sleeve for splicing, permanent marker, tissue paper for jelly cleaning, heater with kerosene for sealing Joint Closure, Optical patch-cords, Pigtails, Adapter, Attenuator, IP Solution / Reel Cleaner, cleaner of fiber cleaver / head of splicing M/c, batteries for power meter, batteries for laser source, etc will be used & supplied by Contractor without any extra cost.
- To meet any sort of exigencies contractor has to keep minimum quantity of Joint closure as per given specification.

6. MAINTENANCE PLAN:

- a) The maintenance of the OFC route is on the retention basis & daily patrolling of the entire OFC route is mandatory. The suitable number of OFC patrollers & manpower is to be deployed by the contractor, so as to cover the entire length of OFC under consideration & also separate manpower shall be deployed as per the site requirement & works of other agencies along our OFC-route. The patrolling report is to be submitted by the patrollers on daily basis at respective nearest BCPL nodes.
- b) The Bidder as part of his bid has to submit a detailed plan for the maintenance of the network, detailed plan to fulfill the tender conditions including the details of the man-power and equipment's proposed to be located at different sites to cover the jurisdiction as described in "Annexure-A. The successful Bidder shall mobilize the maintenance team & the equipment within 15 days from the date of intimation from BCPL which shall be within one (01) month from the date of FOI.
- c) The list of minimum man & machine required to constitute one maintenance team shall be but not limited to the list mentioned under Annexure-B.
- d) The number of maintenance team to be deployed for the mentioned OFC sections & placement of the team should be as mentioned in Annexure-A. However, the responsibility of workability of the same with respect to the traveling time, availability of end to end OFC connectivity & the time under which the fault is to be attended lies with the contractor to meet the target.

7. TESTS AND INSPECTION:

- a. Drawings accompanying the Bid Document are indicative of the nature of work and are issued for bidding and information purposes only.
- b. The work is subject to inspection at all times by the Engineer-in-Charge and his representative/ consultant. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being Carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practice furnished to him during the performance of the work.

8. STATUTORY APPROVALS:

- (a) CONTRACTOR shall be responsible for obtaining approval at his own cost from statutory authorities like Municipal Corporation, Development Authorities, Electricity Department PWD, NHAI and any other concerned authority as required for carrying out the repair and maintenance work and the same will be considered as the part of repair time. However all statutory payments towards Permission & restoration for new OFC laying works shall be borne by BCPL.
- (b) Inspection and acceptance of the work by statutory authorities shall not relieve the CONTRACTOR from any of his responsibilities under this contract. No objections will be obliged by contractor from respective Central / State Govt / Autonomous bodies after new OFC laying in spur route / rerouting of OFC. Any changes / additions required to be made to meet the requirements of statutory authorities, shall

be carried out by the CONTRACTOR, within the contract price, and at no additional cost to Owner.

9. **SERVICES AND UTILITIES:**

(a) Drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from injury by the CONTRACTOR at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Owners thereof.

(b) Should any damage be done by the CONTRACTOR to any AC Power mains, utility pipelines cables or lines (whether above or below ground etc) whether or not show on the drawings the CONTRACTOR must make good or bear the cost of making good the same without delay to the satisfaction of the Engineer-in-Charge.

(c) CONTRACTOR shall observe in addition to Codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the WORK and shall be responsible for extra costs arising from violations of the same.

(d) CONTRACTOR shall have at all times during the performance of the WORK, a competent superintendent on the site. Any instruction given to such Superintendent shall be construed as having been given to the CONTRACTOR.

TECHNICAL SPECIFICATION

1. **WARNING MAT**

PVC sheet (orange color), Dimension 100mm x 1mm preferably inscribed BCPL OFC at 1 mtr interval both in Hindi & English alternatively.

2. **JOINTING/SPLICING SPECIFICATION**

- Splicing of Fibers shall be done by fusion splicing only.
- Splicing loss in each fiber in the joint should be better than 0.1 db at 1310 nm/1550 nm by OTDR.
- 15-meter OFC in coil form should be kept at both the ends of splice/Joint points.

(All jointing location shall be marked with proper identification marker.)

3. **JOINTING PIT SPECIFICATION**

The cable-jointing pit shall be circular with following specifications:

Internal Diameter: 1000 MM
Wall Thickness: 50 MM
Top cover slab (height): 50 MM
Total height of jointing pit: 1000 MM

The Jointing pit shall be made of reinforced concrete with lifting lugs cast into the lids

during construction itself. The pit shall be provided with suitable arrangement for the entry of one number of HDPE conduits (40mm Outer diameter) from both sides so that HDPE conduit should enter the pit at a height of 150 mm above the bottom level of the pit. The jointing pit/chamber should be installed in such a way that bottom of the jointing pit should be at least 1.65 Mtr below the ground level. After the installation of the pit stone joint marker should be installed.

4. **JOINT ENCLOSURE**

Jointing closures shall be suitable for BCPL's already installed armored OFC (4/8/24 fibers) of all construction designs (slotted core, stranded tube, central tube). Jointing closures shall have 4 entry ports to allow entry/exit of four optical fiber cables. The same shall have provision of locking/sealing of the ports, if not in use.

The fibers and their storage shall be managed with proper bending radius controls and protection. The fiber organizer trays shall have provision of maximum 12 fibers per tray. The trays should be hinged in such a manner that if moved about the hinge, the fibers are not strained, kinked or stressed. Also, it should be possible to work on the fibers on one tray without disturbing the fibers on the other trays.

The jointing closure shall enable the metal parts of the cable and the internal metal parts of the closure to be maintained at earth potential.

The sealing of the entry ports, shall provide adequate sealing and shall be capable of withstanding an axial pull applied using 50kg freely suspended weight of the cable, without using any additional clamps, etc.

Jointing closures should be Dust tight (No dust ingress) and Protected against immersion in water (suitable for continuous immersion in saline water under 4 meter water-head) and should be complete with all accessories including splice cassettes, splice protection reinforced sleeves and all other accessories including accessories for electrical continuity of metallic layers of optical fiber cable, etc along-with instruction sheets.

The jointing closures shall be from one of the following recommended sub- vendors:

1) Raychem/RPG, 2) Birla-3M, 3) Siemens, 4) RFS. 5) TYCO

5. **TRENCH SPECIFICATION**

Depth of the trench should not be less than 1.65 meter & 0.45 meter width. If 1.65 meter depth is not achievable due to existing services whatsoever then cable should be laid through GI pipe by the CONTRACTOR. Existing depth of trench of 1.65 meter shall be followed in OFC route along the pipeline. Any additional measures to safeguard the OFC as per the directive of EIC will have to be undertaken by the Contractor at no extra cost.

6. **OFC CABLE PULLING**

- OFC shall be pulled gently, by using nylon rope, which in turn is connected to cable grip/pulling eye to the end of the cable. The tension in the cable during the pulling should not exceed the tensile strength of OFC.
- The stacking of OFC during the pulling shall be in figure of Eight, having the minimum diameter of 1 meter.
- The loss /attenuation should be 0.17 to 0.25 db/km at 1550 nm and 0.28 to 0.40

db/km at 1310 nm.

7. **OFC JOINT & ROUTE MARKERS:**

Each route marker & OFC joint marker shall be 90 Cm long & bottom cross section of 50mm*200mm, will taper to 75mm*125mm at the top. The markers should be placed 60 cm in the ground & remaining 30 cm should be visible. The route markers are to be painted with enamel paint of yellow color & letters 'BCPL OFC' with red color. OFC joint markers are to be painted with enamel paint of red color & the letters 'BCPL OFC' with white color. The stone & paint used for the markers should be of reputed brand/make. PCC (1:2:4) should be provided 200 Mm thick all around the marker up to the ground level & below base.

Note: All the material should be approved in advance by EIC before delivery.

Jurisdiction

Maintenance Team at Lepetkata, Dibrugarh.

- (i) **OFC Routes along Non-pipeline i.e. Inside BCPL plants Lepetkata & Duliajan. All cable laid through HDPE conduit.**

Sl. No.	Name of Hop/Section	Hop Length (Km)
1	OFC routes for LAN network in Lepetkata as per drawing enclosed in Annexure	45
2	OFC routes for LAN network in Duliajan as per drawing enclosed in Annexure-	5
3	OFC routes for CCTV network as per drawing enclosed in Annexure	10
4	OFC routes for PA system as per route diagram enclosed in Annexure	2
5	OFC routes for Instrumentation application as per diagram enclosed in	79
6	Ariel OFC routes for LAN network in BCPL Township as per drawing enclosed	9
	TOTAL OFC	150 KM

(ii) OFC Routes along Gas Pipeline. (OFC are laid through directly buried beneath the Gas pipeline).

Sl.	Name of Hop/Section	Hop Length (Km)
1	CCR, Lepetkata to SV-1 (LDPL)	18
2	SV-1 to SV-2 (LDPL)	15
3	SV-2 to GDU, Duliajan	18
4	GDU, Duliajan to OIL Terminal	3
5	CCR, Lepetkata to Naptha Terminal at Railway Siding.	12
6	Lepetkata to C2+ recovery plant Lakwa	51
	TOTAL OFC	117 KM

Total OFC Route length for Annual Maintenance is 267 Km.

Special Condition of Contract (PART A):

1.0 GENERAL

1.1 Special condition of contract shall be read in conjunction with the general condition of contract, schedule of rates, specifications of work, drawing & any other document forming part of this contract wherever the contract so requires. Notwithstanding the subdivision of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as, it may be practicable to do so.

1.2 Where any portion of the “General Condition of Contract” is repugnant to or at variance with any provisions of the Special Condition of Contract, unless a different intention appears, the provisions of the Special Conditions of contract shall be deemed to Over-ride the provisions of the “General Conditions of Contract” and shall to the extent of such repugnancy or variations, prevails.

1.3 Wherever it is mentioned in the specification that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that CONTRACTOR shall do at his own cost & contract price and shall be deemed to have included cost of such performance and provision, so mentioned.

1.4 The bidder shall be directly responsible for any disputes arising between him and his employees and Brahmaputra Cracker and Polymer Limited shall be indemnified against all losses, damages or claims arising thereof.

1.5 The bidder shall indemnify the owner against all loss or damages or liability arising out of or in the course of his employing persons or out of his relations within his employees.

1.6 In case of any contradiction, the decision of Engineer-in-charge would be final and binding on bidder.

1.7 The job involved is purely on Contract basis and persons engaged by the contractor shall not be / deemed to be an employee of BCPL.

1.8 In general the scope of job shall be as per the job details given in SCOPE OF WORK and SCHEDULE OF RATES. However, details specification of jobs shall be as per details given in this contract under scope of work and as per standard Engineering practice and relevant codes applicable in Hydrocarbon Processing Plant / Battery Limit Area / plant.

1.9 Brahmaputra Cracker and Polymer Limited reserves the right to reject any one or all the personnel employed by bidder on the basis of their performance, conduct and / or discipline.

1.10 The bidder should furnish the GST Registration number, applicable GST/Service Tax/GST rate

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

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

SN	Wage Component	Rates
a	Minimum wages	Minimum rates of wages including variable dearness allowances on date will be as under- i) Un-Skilled (present rate is Rs. 427/- per day) ii) Semiskilled/unskilled supervisory (present rate is Rs. 505/- pre day) iii) Skilled (present rate is Rs. 609 per day) iv) Highly Skilled (present rate is Rs. 714 per day)
b	PF Contribution including EDLI & Administrative Charges	As per notifications from the EPFO
c	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act 1923 & Employee's Compensation Act, 2010.	As per notifications from the ESIC
d	Bonus	Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015, i.e. Rs.7000/- or @8.33% of monthly minimum wages whichever is higher.
e	Leave wages	03 National Holidays per year, 08 Festival Holidays per year and Annual leave with wages as per factory Act, 1948
f	Cost of safety kit & liveries in terms of Safety Provisions under Factories Act 1948(for workers working in factories only).	Provision to be kept by Contractor while quoting the rates for distribution of safety kits and liveries and submit proof of purchase and distribution.
g	Shift Allowances (optional)	Shift Allowance @ Rs. 20/- per day for A & B Shift and @ Rs.30/- per day for "C" Shift.
h	Maternity benefit (optional)	As per Maternity Benefit Act 1961 and amendment 2016.
i	Death Gratuity (optional)	Component of Death Gratuity may not be included in the estimate. However provision for reimbursement of the same may please be incorporated in the SCC.

2.2 The contractor shall be solely responsible for compliance with all Labour law provisions, including the payment of minimum wages as notified by Central Government or state government whichever is higher.

2.3 All the contractors undertaking various contractual jobs across all operational locations of BCPL, will pay revised minimum wages as notified by Central Government vide notification dated 19th January 2017 and revision/ increase of VDA from time to time. Minimum Wages shall be paid as notified under Minimum Wages Act-1948 and its amendment thereof. Escalation of Minimum Wages in every 6 months i.e. 1st April and 1st October to be provisioned. The contractor shall also be liable to pay the differential of proportionate increase due to revision in the minimum wages (i.e. increase in DA component) as notified by the Govt. Authorities from time to time during the period of contract. Accordingly, contractor should quote taking into consideration future increase in above minimum wages as well. No reimbursement/refund whatsoever shall be given to the contractor on account of upward or downward revision in the minimum wages (DA component) payable against different category of manpower assistance services deployed under the subject contract. The minimum rates of wages include the wages of Weekly Off/ Rest Day wages as per the guidelines of above mentioned gazette notification of Ministry of Labour and Employment, Government of India. That contractor will also ensure disbursement of monthly earned wages of the contract workers latest by 10th day of the succeeding month as per the Payment of Wages Act 1936, irrespective of release of their R.A bills.

2.4 In addition to the Minimum Wages contract workers to get an additional Non-statutory allowance @ 16% on the applicable minimum wages of different skill category. This non-statutory allowance will be paid to all contract workers deployed at various operational locations of BCPL w.e.f. 01.01.2019.

2.5 The rates should be quoted in the schedule of rates as enclosed; keeping in mind the minimum wages as notified by Central Government or State Government from time to time (whichever is higher) and other statutory compliances viz. PF contribution, workmen compensation, bonus, gratuity, payment of wages on weekly off day, shift allowance, leave wages and other benefits to be given to workmen as per Act / laws.

2.6 While quoting the rates, the contractor has to consider deployment of manpower in shift on round the clock basis including night shift and payment of shift allowances as per applicable rates. Contractor workers perform their duties in shifts, will be paid Shift Allowance @ Rs. 20/- per day for A & B Shift and @ Rs.30/- per day for “C” Shift.

2.7 The contractor has to provide shift reliever/ leave reliever as per provision of labour act.

2.8 The contractor shall provide 03 (Three) National Holidays in a calendar year i.e. 26th January (Republic Day), 15th August (Independence Day) and 2nd October (Gandhi Jayanti). The contractor shall provide 08 Festival Holidays in a calendar year including International Labour Day (i.e. 1st May/May Day). That contractor shall provide Annual Leave with Wages to their contract workers as per the provision of Factories Act-1948.

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

2.10 Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The contractor has to ensure deposit of PF contribution @ 12 % of Employee's contribution and 12 % of employer's contribution or as per the prevailing contribution rates as notified by the office of EPFO.

2.11 Bidders are advised in their own interest to visit office/site and ascertain the conditions and quantum of work before quoting.

2.12 Bidder should take care of GST (as applicable) while quoting rates and should separately indicate rate of GST to be charged.

2.13 The services not provided during the month against each category shall be recovered proportionately on pro-rata basis for particular category from the monthly bills of the contractor.

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

2.15 Contractor has to provide shift reliever/ leave reliever as per the provision of Labour act.

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

2.17 In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take this liability into account while quoting. BCPL will have no responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor.

2.18 Annual Leave wages shall be allowed to workman as per the provisions of the Factories Act-1948 and rules made thereunder.

2.19 Contractor shall pay bonus to their respective contract workers as per the Payment of Bonus Act-1965 and Payment of Bonus (Amendment) Act. 2015.

2.20 Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The Contractor shall have his own PF Code No with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that Contractor should obtain a sub-code under EPFO, Tinsukia and deposit the contribution of its workers in EPFO Tinsukia. The contractor must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, PF Challan, Confirmation slip and Acknowledgment along with monthly RA bill/s.

2.21 Workmen Compensation shall be regulated as per the provisions of Employee Compensation Act-2010 (earlier known as Workmen Compensation Act. 1923) and as amended from time to time. The contractor shall obtain suitable Employee's Compensation Insurance policy covering the risks of accident at the workplace and injury sustained out of or in course of employment for all contract workman engaged by the contractor as per the provision Employees' Compensation Act, 2010 and rules framed there under.

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

2.23 All the contractors will issue Employment Card to their contract workers as per CL (R&A) Act-1970 and rules made thereunder without fail. Employment Card to be issued immediately on joining to their respective workers.

2.24 All contractors will issue Wage Slip to all their contract labourers every month in Form XIX under Rule 78 (1) (b) of Contract Labour (R&A) Act. 1970 and Central Rules 1971.

2.25 The contractor and contract workers will abide by all the safety norms prescribed by BCPL Authority. Contractors will provide all safety items as per the job requirements and provisions of the contract. Further, contractor to issue standard (ISI mark) safety appliances like safety shoes, helmet and other safety appliances, uniform etc. to all their Contract Labours at free of cost.

2.26 All the contractors to obtain suitable Group Personal Accident (GPA) policy and Workmanship Insurance Policy towards coverage of personal accident and provision of Employees Compensation Act. 2010.

3 LOCAL CONDITIONS: Each bidder must have to know all local conditions and factors such as statutory labour enactments/amendments & Memorandum of Settlements (MOS), if any, which may have effect including financial implication on the execution of the contract in their own interest.

Bidders may seek clarifications (if any) regarding such local conditions from BCPL, before participating in the tendering process. However, company shall not entertain/consider any request for clarification from the bidder, once bid is submitted.

It is the sole responsibility of the bidder that such factors have properly been evaluated and considered while submitting the bid proposal. No claim whatsoever including financial adjustments arises on account of failure of the bidder to apprise himself about the local conditions/MoS, (if any) will be entertained by the company once bid is submitted.

4 DUTIES & RESPONSIBILITY OF CONTRACTOR:

4.1 The contractor has to observe existing Fire & Safety rules and regulations of BRAHMAPUTRA CRACKER AND POLYMER LIMITED in addition to all statutory rules and regulations.

4.2 The resources deployed by the contractor should be substantiated by necessary proofs / documentary evidence regarding the Trade exercise and physical standards to the satisfaction of the EIC.

4.3 Contractor should arrange to provide proper Gate Pass for his Employees to be deputed by him for the work duly issued by CISF. The contractor is supposed to complete all the necessary formalities of the Security Department of BCPL like furnishing of Police verification, signed Photo ID, etc. at his own cost.

4.4 Contractor has to depute a responsible representative / supervisor for all the worksites for 365 days in a year to review and substantiate the statutory compliance of PF, ESI, GST/Service Tax as applicable and payments to workers, deployment of manpower as per the instruction of EIC, Health check-up of their employees on Half Yearly basis etc.

4.5 All the persons deployed by the CONTRACTOR for carrying-out services under SoR, Scope of work shall be on his established pay roll and be paid by him and the COMPANY has no liability whatsoever in this regard. The CONTRACTOR shall make regular and full **payment (26 days basis excluding Holidays)** of wages & salaries to the persons engaged by him as required under relevant Labour laws/ Factory Act etc. within 7th of the subsequent month and submit one copy of the Bank statement / payment sheet / register to the COMPANY as a documentary evidence thereof for its record.

4.6 All persons of the CONTRACTOR entering in work premises shall be well behaved, properly and neatly dressed, with Industrial Safety Helmet and Industrial Safety Shoes, clean shaved and shall wear badges while working on premises of the COMPANY involving worksite. Any indiscipline/ improper behaviour of employees deputed by the contractor to be removed from its roll after getting instructions from EIC. EIC's decision shall be final and binding on the contractor.

4.7 Contractor shall be responsible for proper uniform, Industrial Helmet and safety shoes for the personnel deputed while on duty. Personnel deputed including supervisor shall wear cotton uniform as per the norms as approved by the Engineer – in – Charge (EIC). Each personnel deputed shall be provided with the items prior to their deputing:

- i. Two sets of Cotton wear, (Shirts and Trousers) every year,
- ii. One Safety Helmet (ISI marked),
- iii. One pair of Industrial Safety Shoes and Two pair of cotton socks to be issued in a year. The Industrial Safety Shoe shall have BIS marked / DGMS approved or having other equivalent international approval, as approved by Engineer – in - Charge.
- iv. One pair of safety goggles and hand gloves suitable for fiber optics splicing.

If the contractor does not provide the Kits & Liveries and other required Personal Protective Equipments, Brahmaputra Cracker and Polymer Limited reserves the right to provide the required Kits & Liveries and other required Personal Protective Equipments, with deduction of the actual purchase cost and additional fifty percent as penalty at cost of purchasing after initial window period of 15 days to the contractor.

The cost of uniform and shoes to be borne by the contractor and not to be deducted from the wages /salary / remuneration of the personnel deputed. A register in respect of issue of Personal Protective Equipment to the personnel of contractor deputed at BCPL to be mentioned as per statutory / EIC's verification purpose.

4.8 In case the COMPANY considers presence of any of the persons of the CONTRACTOR undesirable for whatever reasons including integrity, conduct, competence, 24 hours' notice in writing will be given by the COMPANY to the CONTRACTOR and such persons shall be necessarily removed from site by the CONTRACTOR on receipt of said notice. Such a person will not be re-employed without the express and written authorization of Engineer-in-charge of the COMPANY. Suitable replacement/arrangement to be made by the contractor to ensure uninterrupted services under above circumstances as per the instructions of the Company representative.

4.9 The CONTRACTOR shall ensure that all persons are provided with the protective cotton clothing like the helmets, safety shoes, etc. and all the safety equipments required as per the nature of hazard in the task / order entrusted by the Engineer in-charge / Shift in-charge Fire & Safety as may be required from safety and security point of view and all his persons shall follow instructions issued by the company, from time to time.

4.10 During the currency of job, if the work progress does not commensurate with the time elapsed in respect of any person / persons engaged, the CONTRACTOR shall be liable to pay the COMPANY compensation as may be considered reasonable.

4.11 The CONTRACTOR shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipment, fittings, and fixtures as may be caused directly or indirectly by the persons engaged through him/work carried out by them.

4.12 It shall be the sole liability of the Contractor (including Contracting firm / Company) to obtain and to abide by all the necessary Licenses / permissions from the concerned Statutory Authorities as provided under the various existing Labour Legislations including the labour License obtained as per the Provisions on the Contract Labour (Regulations & abolition) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.

4.13 In case of account, 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.

4.14 The Contractor shall discharge Obligations as provided under various applicable statutory enactments including

- Employees Provident Fund & Miscellaneous Provisions Act,1952
- Factories Act (including Assam Factories rule , 1950)
- Employees State Insurance(ESI) Act 1948,
- The contract Labour(Regulation and Abolition) Act,1970, the

- Interstate migrant workmen (Regulation of employment & Conditions of Service) Act,1979,
- The minimum wages Act,1948 (latest revision)
- The payment of wages Act, 1936,
- The workmen's compensation Act, 1923
- The Payment of Bonus Act,1965 (amended in 2015)
- Other relevant acts, Rules and Regulations enforced from time to time.

4.15 The contractor shall be responsible for required contributions towards Provident Fund, pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to BRAHMAPUTRA CRACKER AND POLYMER LIMITED and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employee's and employer's contributions. The contractor shall also be responsible to pay any administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

4.16 The contractor shall regularly submit all relevant records / documents to BRAHMAPUTRA CRACKER AND POLYMER LIMITED representative for verification and upon such satisfaction only; BRAHMAPUTRA CRACKER AND POLYMER LIMITED will allow the reimbursement of the amounts paid.

4.17 The contractor shall be solely responsible for the payment of wages, bonus (as per latest payment of bonus act), and other dues to the personnel deployed by him latest by **7th of the** subsequent month via electronic mode. The contractor shall be directly responsible and indemnify the company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him. Proof of disbursement of payment to be submitted along with the monthly bills.

4.18 The contractor shall indemnify the company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him. *Indemnity bond* equivalent to the contract value to be submitted as per BCPL Proforma.

4.19 The contractor shall deploy the supervisors & ensure regular effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

4.20 The period of contract shall be initially for a period of **twenty-four (24) months** from the date of issue of letter of intent & may be renewable further period for six months on the same rates, terms & conditions. The contractor has to provide requisite services within seven days after issuing of letter of intent.

4.21 If any part of equipment or any equipment is damaged by contractor or his men, the documented purchase cost of the same and additional fifty percent shall be recovered from the contractor depending upon the values appearing in BRAHMAPUTRA CRACKER AND POLYMER LIMITED records book.

4.22 During the contract period, at any point of time, duties assigned to the contractor or his men is not fulfilled, contractor is liable to pay penalty as decided by Shift in-charge, Fire & Safety / Engineer in-charge / Office in-Charge against the non-fulfilment of Job.

4.23 The CONTRACTOR and his resources have to be familiar to work in the Fertiliser / Hydrocarbon / LPG / Petrochemicals / Chemical industry or Refinery.

4.24 Before deployment of his resources the contractor has to fully satisfy the Engineer in-charge / Office in-Charge of the work Centre regarding his capabilities of effectively executing the assigned jobs and maintenance of F&S System at the plant. Contractor has to arrange training for personnel deputed and arrange demonstration by personnel deputed.

4.25 The rates agreed to here-in shall remain fixed till the expiry of the contract and the Contractor shall not be entitled to any increase or revision or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any understanding or assurance given or alleged to have been by any employee of the company or due to Contractor's own ignorance or on account of any difficulties or hardships faced by him.

4.26 All the personnel deputed shall be in contact through mobile phone with the Engineer- in – Charge, control room while on off the duty and while journey to another premises, pipeline location. Mobile numbers of all the personnel deputed to be informed prior to their engaging in job.

4.27 All the personnel deputed shall undergo a *medical check-up* (twice in a year) from a recognized hospital as per the scope of work, initially at the start of the contract prior to depute personnel at work. Medical Check-up for the personnel deputed is in the scope of the contractor, contractor has to bear the entire cost and no amount to be deducted from the wages / salaries of the personnel deputed. Afterwards medical check-up shall be carried out at least once in 12 months / As per Assam Factory Rules. Reports in this regard to be submitted to Engineer in-charge before deploying at site. Medical check-up and related administrative cost till execution period is in the scope of the contractor. If the contractor fails to carry out medical check-up as required, Brahmaputra Cracker and Polymer Limited reserves the right to carry out the medical check-up and deduct the documented cost and additional fifty per cent from the bill of the contractor.

4.28 Contractor to issue **Employment Card** to all the contract workers engaged by the contractor in FORM XIV (See Rule 76) of Contract Labour (Regulation & Abolition) Act. 1970.

4.29 Contractor shall issue **wage slip** to their respective contract workers in “Form XIX” under Rule 78 (1) (b) of the Contract Labour (Regulation & Abolition) Act. 1970

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

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

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

4.33 Contractor shall deploy qualified and experienced personnel to discharge the contractual obligations effectively.

4.34 The substitute for weekly off days / leave shall be provided by the contractor without any extra cost.

4.35 The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.

4.36 Supervisor has to make roaster for shift duty and other duty of the personnel deputed at the beginning of each month in such a way that normally a) No person shall perform shift night to morning in continuation (No person shall be allowed to work for more than 8 hours at a time in normal case) b) Paid (03 days) National Holiday shall be granted to every workman during a calendar year. c) Paid Festival Holiday (08 Days) shall be granted to every workman in a calendar year. Worker will decide the particular festival day on which they will avail the leave after mutual discussion with the respective contractors to ensure that there is no hindrance to the work at BCPL Site. d) Shift Allowance shall be granted to the workers who perform their duties in A, B & C Shifts e) Contractor shall be responsible for payment of overtime wage to his employees under the laws as per prescribed rates.

4.37 Other Guidelines:

a) The persons deployed for Shift Duty \ should report at least fifteen minutes before in the Fire Station, of that particular location. Duty period for shift and General Shift shall be notified from time to time.

b) The persons deployed for services under all SoR Items on duty *to keep strict vigilance against outbreak of fire and to check the availability/serviceability of first-aid firefighting equipment and fixed fire protection installations.*

c) The persons deployed for services under all SoR Items on duty *to use firefighting equipment and operate fixed installations in case of actual fire or during exercise and demonstrations etc. independently and/or under command of Engineer in-Charge / shift In-charge.*

d) The persons deployed for services under all SoR Items on duty *to assist the Shift in charge control / O&M staff for conducting evacuation as per the instructions/directions of Fire-cum-Safety Officer.* The persons deployed must be physically fit for carrying out rescue operations in case of fire or any other emergency/exercise.

- e) The persons deployed for services under all SoR Items should be well conversant with firefighting, fire alarm system, fire-extinguishing system, fire hydrant system. Further, the persons deployed by the contractor should have proper knowledge of the firefighting system, layout of water piping, water flows, Hydrocarbon Pipelines, fire protection system, fire alarm system, fire-extinguishing system, fire hydrant system etc
- f) The persons deployed for services under all SoR Items shall undergo *on job training cum familiarization program* of at respective BRAHMAPUTRA CRACKER AND POLYMER LIMITED locations for minimum period fifteen days to ascertain the competence and performance. The persons deployed for services under training shall not be considered for payment / personnel deputed for execution of job.
- g) The persons deployed shall be well aware of the hazards of fire, Hydrocarbon, flammable gases, water at pressure and electricity and necessary precautions, he has to take while on equipment as and when required job. He has to be safety conscious all the time and shall not take any chance to work on LIVE LINE / ELECTRICAL CIRCUIT under any circumstances.
- h) The persons deployed must have sufficient knowledge about the first-aid requirements when somebody gets burns, electrical shock. He must know all steps of shock treatment. He must be well conversant with the ways and means to fight all type of fire and should be able to use the firefighting extinguishers and other equipment as and when required.
- i) Contractor has to assist in carrying out any other job assigned by seniors to be carried out in F&S dept. Contractor has to monitor and supervise the preventive/ breakdown and any other work being carried out for firefighting system by any other agency and keep the record and follow-up for the same, in case of breakdown or malfunctioning of any of the system / equipment, the matter is to be immediately conveyed to EIC and corrective action / work has to be carried out as advised.

4.38 RECORDS: The contractor shall keep daily record of installed equipments. Inventory / materials and housekeeping of items/ equipments and store, and shall ensure that daily log report of all the works / jobs carried out and the performance / inspection reports by the persons deployed for the purpose of this contract is maintained at office premises of each unit. A monthly report of all the works / jobs carried out (preventive and breakdown maintenance jobs carried out etc) during the month should be submitted along with the monthly bills

4.39 Criteria, Educational Qualification and Physical Standards for all Personnel: - The persons deployed for services under all SoR Items shall have physical standards as per the respective Scope of Work. The Contractor shall be held responsible for any suppression of facts and liable for forfeiting of guarantee money and cancellation of contract.

4.40 The contractor shall abide by the following Labour Laws, Assam Factories Rule 1950 and maintain following registers as per the contract labour (Regulation and abolition) Act, 1970 and subsequent amendments: -

- (a) Register of workmen as per form XIII of Rule 75.
- (b) Employment cards as per form XIV or Rule 76.
- (c) Muster Roll register as per form XVI of Rule 78.
- (d) Register of Wages as per form XVII of Rule 78.
- (e) Respective forms of Assam Factories Rules 1950.

Note: Any other register/records required by labour authorities from time to time, shall also be maintained by the contractor.

4.41 The total working hours for the personnel deployed under the contract by the Contractor would generally be as per the Government norms except during emergency requirements and any anomalies arising out of the working hours of the personnel will be wholly within the purview of the contractor alone. No payment towards overtime, due to extra work when required or any other allowance will be paid by BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

4.42 The contractor will be fully responsible for any accidental Injury, disability due to injury and or Death or consequential loss to the contractual worker of the company while in the service of this Establishment. Contractor will indemnify BCPL by signing on the document.

4.43 The contractor shall cover all the workers /personnel under this contract under following Insurance Scheme from a Nationalised Insurance Company / ECIS as applicable, and submit documentary proof of the same to this office. In case the contractor fails to obtain the same, Brahmaputra Cracker and Polymer Limited reserves the right to obtain the Insurance Policy and deduct the 150% amount of expenditure incurred from the bill of the contractor.

- ☐ Group Accident & Death Insurance on the job and off the job.
- ☐ Employee Compensation Insurance,
- ☐ ESI / Equivalent Mediclaim Insurance to their contract employee along with Employee's wife and two children.

4.44 The contractor shall cover all the workers/personnel under this contract under Employee State Insurance and submit documentary proof of the same to this office. In case of non-availability of Employee State Insurance, alternate equivalent Medical Insurance Policy from a Nationalised Insurance Company to be obtained for coverage of all deputed personnel in the entire contract period. In case the contractor fails to obtain the same, Brahmaputra Cracker and Polymer Limited reserves the right to obtain the Medical Insurance Policy and deduct the 150% amount for medical insurance from the bill of the contractor.

4.45 The Contract shall not handle any equipment/ systems or utilities that are not identified for the use by his personnel. Any damage arising out of violation thereon either directly or indirectly will be liability of the Contractor.

4.46 All Major and Minor Fire Fighting Equipments entrusted to the Contractor shall be his responsibility and damage / loss caused due to mishandling, the liability shall be on the Contractor which will be 1.5 times of the documented purchase cost of the item shall be recovered from the bill of the contractor.

4.47 The contractor shall ensure complete Fire Protection of all BRAHMAPUTRA CRACKER AND POLYMER LIMITED's property and safeguard the employees from Fire incident by providing properly trained personnel.

4.48 The Contractor shall ensure execution of the work as per Scope of Work & submit documentary evidence.

4.49 Proof of Experimental and Establishment reserves the right to reject any person/persons deployed or proposed to the deployed by the Contractor without assigning any reasons.

4.50 The Contractor shall ensure that photo identity cards issued as work permits are deposited with the Contractor Supervisor whenever personnel under his contract are leaving service-leave/resign.

4.51 The contractor shall ensure full discipline of all personnel deployed by him at all times and ensure that his personnel are not intoxicated while on duty and they display their identity cards at all times during duty.

4.52 The Contractor shall ensure that his personnel are not involved in Trade Union activities inside or outside at any time during their deployment with various premises of Brahmaputra Cracker and Polymer Limited, at Lepetkata, Duliajan & Lalmati.

4.53 The contractor shall be responsible to change/replace personnel within 24 hours on demand by the EIC, BRAHMAPUTRA CRACKER AND POLYMER LIMITED for acts committed like

(a) Violation of Security and safety regulations.

(b) Sleeping while on duty.

(c) Any negligence in performance of duty.

(d) Drunkenness and or Disobedience.

(e) Theft / dishonesty.

(f) Lack of efficiency,

(g) Continue absent from duty for 06 days or more without permission; (h) Any other Activities detrimental to the safety and in the interest of Brahmaputra Cracker and Polymer Limited. 4.54 The Contractor at the time of signing of contract shall submit an Affidavit duly Notarized with the following indemnifying BRAHMAPUTRA CRACKER AND POLYMER LIMITED: (a) During work, in case of accidental Injury, Disability due to injury and or Death to the contractual worker of the company while in the service of this establishment, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not be held responsible, Medical expenditure and or any Compensation to be given to the injured / disable / deceased shall be borne by the contractor. (b) All contractual service personnel shall be covered under ESI and accident Insurance. (c) For change of ownership of the company or addition of a working partner, the contractor shall intimate BRAHMAPUTRA CRACKER AND POLYMER LIMITED at least one month in advance before change of ownership or addition of partner.

SPECIAL CONDITIONS OF CONTRACT (SCC) Part B:

The following special terms and conditions of contract shall supplement the general conditions of contract. Whenever, there is a conflict, the provisions herein shall prevail over those in the General Conditions.

1. While quoting, it is advisable that the prospective bidder shall make themselves fully conversant with the locations, OFC routes (details as per Annexure-A), Annexure-B for resources to be deployed and types of jobs in details to be carried out therein as per the tender requirement, so that they clearly understand the scope of work and assess the requirement of resources to complete the work in scheduled time.
2. CONTRACTOR is deemed to have understood the conditions of existing OFC routes like: terrains, various crossings, access details, on-route BCPL stations/Maintenance bases etc., by visiting the sites and collecting first-hand information before submission of the offer. In case of any doubt, the clarification may be taken from the owner before submission of the offer.
3. The CONTRACTOR shall be totally responsible for the successful execution of the OFC route maintenance contract.
4. The data provided in the bid document shall be used by the bidder for reference and information purpose only. It shall be the bidder's responsibility to verify the data & satisfy himself in regard to accuracy & utility of data.

5. CONTRACTOR shall be responsible for making an arrangement at each maintenance station for excavation works, testing, measuring, splicing equipment's, unskilled/skilled manpower, transport facilities for their teams & other logistic supports required to maintain end-to-end OFC connectivity in physical layer as per the contract.
6. The responsibility of the CONTRACTOR shall include provision of preventive measures of OFC routes such as surveillance of the route, co-ordination with local authorities to avoid damage and cut, deployment of manpower, supply of required materials, erection, installation, testing, documentation, including the related civil works necessary for ensuring the complete end-to-end OFC connectivity in physical layer as described in the tender document at no extra cost to BCPL.
7. The material used & workmanship shall satisfy the applicable standard specifications.
8. Where, it is mentioned in the specification that the CONTRACTOR shall perform certain work for completing the job in totality, it is understood that the contractor shall do so at his own cost and contract price shall be deemed to have included cost of such performances and provisions, so mentioned.
9. CONTRACTOR shall be totally responsible for the calibration & functionality of test equipment to be used at site. All the tools, tackles & Test instruments shall be duly certified by the authorized agency.
10. Contractor to provide safety appliances like: dust masks, safety belt, safety shoes, helmet, hand gloves, safety goggles, rain gears etc to their personnel working.
11. During any construction work in public places, all precautionary caution boards, barricading sheets as per standard laws & rules to be used by the Contractor.
12. During the course of execution of the work, if any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered which needs to be clarified, the matter shall be referred to the owner who shall give his decision in the matter and his decision shall be final and conclusive.
13. Engineer-in-charge (EIC) will be communicated at the time of award of contract.
14. Contractor shall submit along with the offer the organogram up to maintenance- point-wise (with detailed task sheet for each position) listing the number of personnel who will be available permanently for the maintenance works of BCPL. This should include details of technical qualification & minimum experience. Contractor is also required to furnish his detailed philosophy how the total preventive and break down actions will be taken up by him for maintaining the down time mentioned in the tender. If required any corrections suggested by BCPL before award in the scheme to be incorporated by the contractor to achieve the end objective of OFC maintenance.
15. The work is subjected to inspection at all times by the EIC. The CONTRACTOR shall carry out all instructions given by him or his representatives during inspection.
16. Any work not confirming to the execution plans, standard specification codes or engineering practices shall be rejected forthwith and the CONTRACTOR shall carry out the rectification at his own cost.
17. At the end of every month contractor is required to submit the OTDR reports and power meter readings hop-wise and it is expected that all the restoration of fibers are carried out and the losses are in the limits. All results of inspection and tests will be recorded in the inspection reports, Performa of which will be approved by the EIC.
18. Just by Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this contract.

19. With the offer, CONTRACTOR shall provide the complete details of planning for items/materials, test/measuring instruments, tools/tackles & manpower to be deployed for the jurisdiction as mentioned elsewhere in the document.
20. CONTRACTOR shall observe in addition to codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to work and shall be responsible for extra costs arising from violations of the same, which shall be borne by the Contractor.
21. By entering into the maintenance contract with BCPL, the contractor shall agree to maintain the secrecy of all documents/information/drawings etc. provided by BCPL during the period of contract and shall handover all the documents back immediately after the termination of the contract.
22. In case if EIC feels that the contractor is not able to execute the work to the satisfaction of BCPL, EIC shall at his own discretion can engage other agencies to ensure the smooth execution of the job at the risk & cost of the Contractor.
23. In case of any OFC fault condition, if the work front is not available to the contractor due to the non-conductive/adverse ground / site conditions (which is also checked & agreeable to the BCPL) and the Contractor has mobilized the Maintenance team including all required resources at site, the link downtime till the availability of the work front shall not be attributed to the Contractor. The decision of the EIC in this situation is final before consultation with NMS, Lepetkata.
24. Various procedures and method statements to be adopted by CONTRACTOR during any construction or restoration job as required under the contract shall be submitted to owner in due course of time for approval. No such construction activity shall commence unless approved by owner in writing.
25. CONTRACTOR shall depute an experienced / competent representative(s) at site during the execution of any job. Any instructions given to such representative(s) shall be constructed as having been given to the CONTRACTOR.
26. The order in which the work shall be carried out shall be subjected to the approval of EIC and shall be so as to suit the detailed method of job execution adopted by the CONTRACTOR, as well as the agreed joint program.
27. The CONTRACTOR shall establish document and maintain an effective Quality Assurance System to ensure that the work is performed in a planned, systematic manner to the best quality standards and properly documented to provide confidence that materials supplied and/or work executed by him confirm to the applicable specifications and all the requirements of the contract document, and the work executed shall perform satisfactorily for the entire period of its life.
28. The owner shall claim all the costs, damages or expenses that the owner may have paid, for which under the contract the CONTRACTOR is liable. All such claims shall be billed by the owner to the CONTRACTOR, as and when they fall due. Such bills shall be supported by appropriate & certified vouchers or explanations, to enable the CONTRACTOR to properly identify such claims.

Such claims shall be paid by the CONTRACTOR within 15 days of the receipt of corresponding bills and if not paid by the CONTRACTOR within the said period, the owner may then deduct the amount, from any amount due or becoming due by the owner to the CONTRACTOR under the contract or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the owner such claims.

29. CONTRACTOR shall be solely responsible for making available for executing the

work, all-requisite construction equipment, special aids, tools, tackles and testing equipment and appliances. Such construction equipment etc. shall be subject to examination by the owner and approval for the same. Any discrepancies pointed out by the BCPL shall be immediately got rectified, repaired or the equipment replaced altogether, by the CONTRACTOR.

30. The accessing of BCPL's facilities shall be allowed to authorized person from CONTRACTOR'S side with the prior intimation to BCPL's Engineer-in-Charge (EIC) Further; the authorized person has to enter the timing of accessing BCPL's facility in the log-book at the facilities with the security posted at the location. At BCPL's pipeline locations, having gas installation in operation, smoking & any types of hot-jobs involving welding; spark, ignition, etc are strictly prohibited. Access shall be governed by the safety and security stipulation as applicable for Hydro-Carbon installation and followed in such installation.
31. Within the BCPL's premises, the representative of the CONTRACTOR shall take care for not tampering with the BCPL's installed equipment for pipeline, power supply, SCADA & Telecom etc. purpose. Suitable arrangements for power shall be made available by the CONTRACTOR for operating machines, instruments and tools, as required for carrying out the job.
32. All faults shall be intimated to the CONTRACTOR'S supervisor / authorized person by either BCPL's network management center or the Engineer-In-charge as indicated through telephonic communication, e-mail and through fax. For this the CONTRACTOR shall provide BCPL with the contact numbers (both land line and Mobile) & e-mail address if any immediately after award of contract.
33. The locations of repeater/cable route are indicated on the alignment sheet to be supplied by BCPL after award of contract to a successful bidder, however bidder is advised to visit the sites and ascertain the conditions/route under which the work shall be actually performed.
34. It is advisable that Bidders must visit site to familiarize themselves with all constraints, restrictions, access requirements and available infrastructure. CONTRACTOR shall not be eligible for any adjustment in cost and time, on account of any lack of data regarding above. Contractor shall visit the OFC route and satisfy himself before quoting the rates.
35. The As-built drawings of OFC route & OFC OTDR test reports shall be given to the CONTRACTOR after the award of job. Also contractor shall carry out the OTDR testing of all sections and the information collected therein shall be considered as the reference only for carrying out the rectification during contract period. Any changes found in the As-built with respect to the site condition shall not become a reason for the delay in execution of the job & any extra claim by the CONTRACTOR.
36. While executing the job at site by the CONTRACTOR, Reduction of contract value claimed against any damage caused to the infrastructure of BCPL & other parties shall be borne by the Contractor.
37. Bidders are advised to submit their quotations strictly based on the terms, conditions, and specifications in the tender document and not to stipulate any deviations.
38. In the event of simultaneous OFC cut where severity of both the OFC fault is critical than CONTRACTOR has to mobilize additional fiber restoration team as per direction of Engineer-In- Charge. However, no separate payment will be made in such circumstances.
39. In the event of delay in actual starting of Annual Maintenance Job, CONTRACTOR may have to carry out additional OFC repairing job in BCPL as per direction of Engineer-In-Charge. However, payment for such repairing job will be made separately as per SOR PART B on actual work done basis.

40. If the contractor is working in Pipeline and there is a cut in non-pipeline route, then EIC along with NMC shall decide the which one shall be attended first and the time of working the contractor in pipeline section shall not be attributed in monthly down time.

41. MAINTENANCE PHILOSOPHY

This OFC maintenance contract is designed to give more importance to preventive maintenance than breakdown maintenance. Ideally, no OFC cut situation is desired for 100% link availability in a month. Maximum payment on part of retention amount can be achieved only in case of maximum link availability and attending the OFC fault and other jobs in minimum possible time with the readiness of manpower (supervisor, splicer, helper, labours, driver etc.), machines & tools (splicing machines, OTDR meter, power meter, power source, patch-cords etc.), and other materials as specified in Annexure- B.

For avoiding the OFC cut, contractor should pay more attention on strict route surveillance, efficient & effective planning for taking measures for i) protection & safeguarding of OFC ii) reducing breakdown time iii) permanent restoration within 48 hrs. iv) co-ordination & liaisoning with external agencies like Municipal Corporation/ Nagarpalika, R& B, forest, railway, canal, NHAI, and other third agencies and it's contractors to collect advance information about the on-going activities at site.

42. PERIOD OF CONTRACT:

BCPL will intimate for mobilization of contractor resources at site within 15 days from the date of FOI. The maintenance contract shall be valid for a period of 02 (Two) year from the date of mobilization of maintenance team. Contractor shall mobilize their maintenance team and the equipment's within 15 days from the date of intimation from BCPL. BCPL reserves its right for the extension of the contract for a further period of Six month beyond the initial period of Two year on the same rates, terms & conditions.

43. CONTRACTOR DEFAULT:

The CONTRACTOR becomes defaulter on the following conditions:

- 43.1 If the party fails to repair single fault/cut and make the OFC link available within 24 hours.
- 43.2 If they fails to comply the various statutory & non statutory norms of the tender documents.
- 43.3 Improper maintenance resulting in down time / consumables / loss of parts.
- 43.4 Loss or damage to owner's property due to the acts of Contractor.
- 43.5 In the event BCPL receive notice from any statutory authorities or from external agencies on account of loss/damage to their property due to the acts of Contractor.

44. CONDITIONS FOR TERMINATION:

BCPL may terminate the contract if the CONTRACTOR has defaulted more than three times and get the work done at risk and cost of the CONTRACTOR. No separate notice shall be issued to the CONTRACTOR for getting the job done at his cost and risk.

45. PROVISION FOR ADDITION/DELETION FOR MAINTENANCE OF OFC LINK:

For the maintenance purposes in the event of addition/deletion of the OFC link to the existing network, the payment shall be made as per the following:

The total retention fee quoted by the CONTRACTOR shall be divided by total OFC length mentioned under jurisdiction (as per "Annexure-A") to calculate retention fee for one Kilometer, which shall then be multiplied by the length of OFC link (added/deleted) to calculate the Retention fee for the added/deleted link. Similarly the allowable downtime for the purpose of payment of monthly retention amount shall be modified on pro-rate basis for each case. However, in any case, minimum increase/decrease in downtime shall be not less than 1 hour and it should be multiple of 1 hour. For example for section of OFC length of 225 Km with allowable down time of 15 hours, there will be increase/decrease in allowable down time by 1 hour when there will be increase/decrease of minimum 15 Km of OFC length (225Km/15Hours).

The payment against the consumables for the new OFC link shall be paid on actual basis to the CONTRACTOR for the changed scope.

46. RECORD OF FAULT/REPAIR TIME:

Repair Time: Time taken by the contractor from the time of lodging the complaint to the representative of the contractor over telephone/mobile phone by CCR/EIC/SIC of BCPL up to the time of restoration of end to end traffic (OFC link) after rectification of OFC cuts/faults. The repair time of the OFC faults in a month shall be by collecting data from CCR & record maintained at the maintenance centers of BCPL. Based upon the cumulative repair time of all the OFC faults in a month, the monthly retention amount is payable to the contractor.

47. TERMS OF PAYMENT:

Payment: 100% payment (subject to required deductions) of the monthly bills submitted by the contractor shall be made against the actual work done on the basis of OFC faults attended by the contractor after completion of work duly accepted and certified by the Engineer-In-Charge. The payment shall be released within 15 days of submission of duly completed bill. The running bills should be supported by copy of the Wage-sheet as per minimum wage act. & signed by contractor employees, PF, ESIC/WC latest challan, Monthly maintenance report and memorandum of support to process the same.

The CONTRACTOR shall be paid monthly service charges as per SOR PART-A. Payment towards Vehicle, Special Precision Equipment's and Maintenance base shall be released at per actual running or availability. The consumables & for OFC restoration work other than scope of maintenance, shall be paid quarterly as per SOR PART-B for respective sections subject to submission of permanent restoration certificate of fault occurred during period, jointly signed by BCPL's & contractor's representatives.

(A) Retention Fees (For restoration of OFC faults along the Pipeline & Non Pipeline routes):

Payment against monthly retention fee as per the respective SOR PART A shall be released to the Contractor on monthly basis within 15 days after receipt of invoice from the Contractor.

The amount against the Retention fee is dependent upon the total Repair Time taken by the Contractor for the restoration of all OFC link cut/faults occurred during the month per Maintenance Station. Accordingly, the value of the Retention fee for non-pipeline route per month shall be decided as per the following:

- a) Cumulative Repair Time of the fault in a calendar month: Up to 15 hours: 100 % payment of monthly retention fee.
- b) Cumulative Repair Time of the fault in a calendar month: greater than 15 hours and up to 20 hours: 90% payment of monthly retention fee.
- c) Cumulative Repair Time of the fault in a calendar month: greater than 20 hours and up to 25 hours: 80% payment of monthly retention fee.
- d) Cumulative Repair Time of the fault in a calendar month: greater than 25 hours and up to 30 hours: 70% payment of monthly retention fee.
- e) Cumulative Repair Time of the fault in a calendar month: greater than 30 hours and up to 35 hours: 50% payment of monthly retention fee.
- f) Cumulative Repair Time of the fault in a calendar month: greater than 35 hours and above 30% payment of monthly retention fee.

48. The other activities like installation of jointing pits, trenching, backfilling & restoration should be completed within 24 hours from the time, complaint had been lodged to the contractor's representative by our Engineer/NMC.

49. Repair time along the pipeline route:

The MTTR for the pipeline shall be maximum 10 hours which includes traveling time and restoration of OFC fault and link. After allowable MTTR of 10 hours, there will be reduction in payable Retention charges for restoration of OFC fault @1% for first four hours delay and for delay beyond four hour i.e. MTTR more than 14 hours payment shall be reduced by 5 % of Retention money as per SOR.

50. Bid Evaluation:

Bids shall be evaluated on the basis of LOWEST BID for SOR PART A. However, the lowest bidder for SOR PART A shall have to match the lowest rates offered in the bidding process for each of four items of SOR PART B (item 1 to 4) in order to achieve least cost to BCPL.

51. Commercial Terms:

51.1 INSURANCE:

Contractor will take the work-men compensation, BCPL issued material and against third party damages. All the workers deployed must be covered under ESIC/ workmen compensation insurance policy & all risk policies. Contractor must take the registration under the definition of building and other workers act in case the number of manpower exceeds 10 workers.

50.2. INCOME TAX:

Income Tax at the prevailing rate as applicable from time to time shall be deducted from CONTRACTOR bills as per Income Tax Act and quoted Rates shall be deemed to include this.

50.3 TAXES, DUTIES, OCTROI, LEVIES ETC:

The quoted prices shall be inclusive of **all taxes, duties, octroi etc.** till the completion of the contract. **Service tax including the cess will be paid extra.**

50.4 ESCALATION:

The retention fee quoted by the CONTRACTOR shall be kept firm till the completion of entire period of contract, and no Price Escalation shall be paid on any ground.

52. LABOUR LICENSE:

Before starting of work, CONTRACTOR shall obtain a license from concerned authorities under the Contract Labor (Abolition and Regulation) Act 1970, and furnish copy of the same to the Owner. In case the number of manpower deployed exceeds 20 the contractor must obtain labour license.

LEPETKATA – OFC JURISDICTION:

A. Total OFC along Pipeline route laid through directly buried:-

From	To	Section	Distance in Km
LEPETKAT A	DULIAJAN	CCR, LEPETKATA to SV# 1 LDPL	18
		SV# 1 LDPL to SV# 2 LDPL	15
		SV# 2 LDPL to GDU Duliajan	18
		GDU, Duliajan to Oil Terminal Duliajan	3
LEPETKAT A	RAILWAY SIDING	CCR, LEPETKATA to Naptha Terminal	12
LEPETKAT A	LAKWA	CCR, LEPETKATA to SV# 1	8
		SV# 1 to SV# 2	7
		SV# 2 to SV# 3	12
		SV# 3 to SV# 4	14
		SV# 4 to C2+ Recovery Plant Lakwa	10
TOTAL			117

B. Total OFC along Non Pipeline route i.e. inside BCPL plants area's where OFC has been laid through HDPE Conduit :-

Sl. No.	Name of Hop/Section	Hop Length (Km)
1	OFC routes for LAN network in Lepetkata as per drawing enclosed in Annexure-	45
2	OFC routes for LAN network in Duliajan as per drawing enclosed in Annexure-	5
3	OFC routes for CCTV network as per drawing enclosed in Annexure-	10
4	OFC routes for PA system as per route diagram enclosed in Annexure-	2
5	OFC routes for Instrumentation application as per diagram enclosed in Annexure-	79
6	Ariel OFC routes for LAN network in Township as	9
	TOTAL OFC	150

Minimum Man & Machine required to be engaged under maintenance team on round-the-clock-basis:

I. Service Personnel:

1. Site Supervisor : 1 No (Skilled).

Min Qualification: Graduate in any discipline or Diploma in Electronics/Instrumentation/Electrical and 1 year experience on optical fibre network. Must have proficiency in computer application like MS-OFFICE.

2. Experienced Splicing Engineer : 1 No (Skilled).

Min Qualification: 6 years hands on experience on splicing of Optical fibre cable with fusion splicing technique, both single mode and multimode fibre, conversant with application of OTDR, Power Meter, Laser source and other related Equipment's.

3. Driver cum Technician : 1 No (Skilled)

Min Qualification: 5 years driving experience. Must possess commercial LMV License.

4.. Patroller : 08 Nos (Un skilled)

BCPL shall conduct assessment session for selection of skilled category of contractor employees. Based on the credential of the candidate and performance in the assessment test they shall be considered for the specified role under OFC maintenance service. BCPL shall reserve right to select or reject any candidate during the interview and later on terminate based on non-performance and behavioral related matter.

Manpower for patrolling along with Communication facility for daily patrolling of Lepetkata-Duliajan & Lepetkata-Railway siding (i.e. Naptha Pipeline) & Lepetkata-Lakwa Pipeline route distance varying from approximately 10 to 15 Kms per day per manpower. Additional manpower as may be required shall be placed at any required place to coordinate the ongoing works of other agencies, to prevent damage/cut to OFC without any extra charges. A report on weekly basis about such works, & action taken thereof shall be generated & sent to Engineer-in-charge.

II. Vehicle, Tools & Equipment's:

1. Vehicle (Sumo, Bolero or higher model) : 1 No

(Commercial Registration of the vehicle should be after 1st July 2014. This vehicle shall be used primarily for BCPL OFC maintenance works. However in case of need same shall also be used for other official works as per requirement. Total kilometer limit of the vehicle shall be max. 48000 km in Two Years on 12 hr per day basis).However, payment for vehicle shall be made at per actual km running in a month.

2. Mini Generator for lighting arrangement at site : 1 No

3. Splicing Machine (Fusion type) : 1 No

4. OTDR Meter : 1 No

(The OTDR should be able to measure minimum up to 120 km fiber length both Single mode and multimode fiber.)

5. Laser Power meter : 1 No

6. Laser Source : 1 No

7. Mobile Handset with GSM connection : 2 Nos

8. Tools & Tackles, Torch Light, Emergency Light, spade, Knife, umbrella tent etc : 1 set

9. Digital Camera (Min 5 MP) : 1 No

III. Spare & Consumable :

Contractor should always maintain minimum stock of the following consumable materials with the maintenance team:

1. Joint Closures : 8 Nos.

2. RCC Jointing pit : 4 Nos.

3. OFC Joint /route marker: :10 Nos

4. Sleeves, Weather proofing tap, cable tie. Tissue paper: as per the requirement.

IV. Maintenance Base:

Contractor shall provide a good conditioned concrete based house consisting of minimum 02 rooms near to the BCPL plant designated for maintenance base for keeping vehicle, Equipments, tools & Tackles and the fiber restoration team for ease of functioning. The maintenance base should be located within 5 km distance from the BCPL plant.

Contractor should ensure following:

A. Manpower and equipment's should be available with the maintenance base round the clock as listed above. However contractor can add more manpower & equipment's for speedy maintenance & minimizing downtime without extra cost implications to BCPL.

B. All the equipment's to be used like OTDR, Machine, and Power source & power meter shall be calibrated regularly as per the OEM requirement & procedures & test certificates shall be submitted to BCPL.

- C. Sufficient labours should be provided as and when required round the clock during repair of major fault/faults.
- D. It is to be noted that above materials, manpower, logistics & resources are to be available with the maintenance team on round the clock basis without fail. The availability & workability of above materials, manpower & other resources & logistics may be inspected & checked by EIC or representative of EIC at any time during the contract period. The monthly retention amount shall also depend upon the availability of all the materials, manpower, resources & logistics as mentioned in Annexure-B.

V. Reduction of contract value for non-availability of resources:

There shall be Reduction of overall contract value of 1 % of monthly retention charges on per day basis, in case of unavailability of any of the resources / manpower in the maintenance team is found / reported. The contractor has to arrange/replenish the resources/manpower within time frame of 8 -12 hours as mentioned elsewhere in the tender document. In this account, total Reduction of contract value can go up-to 10% of the monthly retention charges in given month.

The reduction of contract value as detailed above on account of on account of monthly cumulative downtime (Preventive) & also on account of non-availability of required manpower, resources & logistics shall be levied separately & payment of monthly retention charges shall be made after adjustment of all the penalties in a given month.

SECTION-VI

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS

SECTION - VI

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

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

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

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

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

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

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

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भाग – VII
SECTION – VII

दर अनुसूची (एसओआर)

SCHEDULE OF RATES (SOR)

(To be uploaded in Folder –I (Techno-commercial part))

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

**SCHEDULE OF RATES (SOR) [PART - I - UN-PRICED BID]
SECTION-VII**

E-TENDER NO: BCPL/C&P/LE21W020MG/01713

NAME OF WORK: HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK

SL. NO.	DESCRIPTION OF THE ITEM	UNITS	QTY	UNIT PRICE (RS.)	TOTAL AMOUNT (RS.)
1	A1 Long Text: Maintenance of OFC Network and Foot Patrolling Of BCPL Pipeline with 3 Skilled + 8 Un-Skilled. Contractor has to pay wages to all the eleven contract workers as per the minimum wages notified by the Office of the Chief Labour Commissioner (C) and BCPL's management. Payment to the contractor will be made as per the actual wage register (format with wage components, as mentioned in the tender) of the contract workers. (This item not to be quoted by the bidders)	MON	24	2,10,000.00	50,40,000.00
2	A2 Long Text: Contractor's profit for SOR A1 which also includes bare minimum accessories and spares required for Maintenance of OFC network (as mentioned in the tender) (Value to be quoted by bidder, quoted value cannot be in 'zero' or 'negative')	MON	24	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED
3	B1 Long Text: Payment towards 02 sets of Uniform, 01 No Of Safety Helmet, 01 pair of Safety Shoes, 02 pairs of Socks. The same shall be released upon submission of documentary proof against purchase & distribution to all 11 workers. (This item not to be quoted by the bidders)	SE	2	1,54,000.00	3,08,000.00
4	B2 Long Text: Payment towards Medical Check-up. The same shall be released upon submission of documentary proof against submission of medical reports to the Zonal Factory Office. The tests required are: 1. BRE, 2. ECG, 3. PFT, 4. Audiometry (only for 3 plant workers), 5. Eye Examination (only for 3 plant workers) (This item not to be quoted by the bidders)	SE	2	26,400.00	52,800.00
5	C1 Long Text: Hiring of OTDR for maintenance purpose during the contract period	MON	24	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED

SL. NO.	DESCRIPTION OF THE ITEM	UNITS	QTY	UNIT PRICE (RS.)	TOTAL AMOUNT (RS.)
6	C2 Long Text: Hiring of Fusion Splicing Machine for maintenance purpose during the contract period	MON	24	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED
7	C3 Long Text: Hiring of Laser Source and Power Meter for maintenance purpose during the contract period	MON	24	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED
8	C4 Long Text: Monthly Fixed Charge for a Bolero (AC) with commercial registration including all maintenance expenses. Vehicle should be in good running condition and should not older more than 7 years from date of registration.	MON	24	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED
9	C5 Long Text: Per kilometer running charge for Bolero (AC). Contractor will be paid at the prevailing rates in BCPL per Kilometer (This item not to be quoted by the bidders)	KM	28,800	8.00	230400.00
10	D1 Long Text: Attending and commissioning or restoration of Optical Fiber Cable at site of any OFC Network of BCPL other than mentioned in the scope of work	EA	20	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED
11	D2 Long Text: Rerouting/Laying of OFC Site Survey	M	2000	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED
12	D3 Long Text: Laying of HDPE Duct through HDD	M	200	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED
13	D4 Long Text: Installation of Jointing Pit with Supply	EA	20	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED

Note:

- 1) BIDDERS ARE REQUESTED NOT TO INDICATE ANY PRICE IN THIS UNPRICED BID FORMAT.
- 2) BIDDERS TO MENTION/INDICATE IN WORDS "QUOTED/NOT QUOTED" AGAINST RATES & AMOUNT OF SOR items at SL. NO. 2,5,6,7,8,10,11,12 & 13 (using ball point pen with blue ink)

PART - II - PRICED BID
ATTACHED AS A SEPARATE SHEET

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

CUT-OUT SLIPS

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

DO NOT OPEN

SUB: HIRING OF ANNUAL MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING ALONG GAS PIPELINE NETWORK

E-TENDER NO.: BCPL/C&P/LE21W020MG/01713

BID SUBMISSION DUE DATE &
TIME ON E-TENDER PORTAL : **31.05.2021 at 1430Hrs**

TO

CONTRACTS & PROCUREMENT DEPT.
M/s Brahmaputra Cracker and Polymer
Limited (A Government of India Enterprise),
C&P Department, Administrative Building,
PO: Lepetkata, Dist.: DIBRUGARH, Assam,
Pin Code:786006,
Phone no. 0373 2914636.

FROM:

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

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