



Brahmaputra Cracker and Polymer Limited

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

e -TENDER NO: BCPL/C&P/CO17W049SJ/00439
(Tender to be submitted in e-mode only)

TENDER DOCUMENT FOR

**“HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING
COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL
SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI
FOR A PERIOD OF 02 (TWO) YEARS”**

Tender Submission Date & Time	:	17.08.2017 at 14:30 Hrs
Tender Opening Date & Time	:	18.08.2017at 15:00 Hrs
Tender Fee	:	NIL

EMD Amount	:	Rs.1,29,000/-
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IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

PRIOR TO DETAILED EVALUATION, 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.



BRAHMAPUTRA CRACKER AND POLYMER LIMITED

[A Government of India Enterprise]

NOTICE INVITING TENDER

LIMITED DOMESTIC COMPETITIVE E-BIDDING

e-TENDER NO.: BCPL/C&P/CO17W049SJ/00439 dated 28.07.2017

BCPL INVITES SEALED BIDS FOR “HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS” UNDER TWO BID SYSTEM AS UNDER:

Cost of Tender Document: **NIL/-**

Sale Period of Bid Document: **Not applicable**

Pre-Bid Meeting: **07.08.2017 at 03-00PM**

Bid due date for submission: **Up-to 17.08.2017 at 14.30 hrs.**

For details, visit BCPL (www.bcplonline.co.in) or GAIL (www.gailtenders.in) website & CPP Portal (<https://eprocure.gov.in>). Any revision, clarification, Addendum, corrigendum, time/due date extension etc.(if any), to this tender would appear on above websites only & will not publish on any other Media/Press. Bidders are requested to visit above websites regularly to keep themselves updated.

Corporate Identification No.: U11101AS2007GOI008290
GSTIN : 18AADCB2356E1ZY



e-TENDER NO: BCPL/C&P/CO17W049SJ/00439 FOR “HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS”

FAQ

[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://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copy of Bids are acceptable?	No , Bids shall be submitted only through e-tender mode in the E-TENDER PORTAL in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	In case of Domestic e-Tender, whether there is sale of Tender Document ?	Sale of tender document is not applicable. However, Tender fee shall be applicable in case of open tender.
4	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
5	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer instructions for participation in E-Tender & ITB Section of Tender Document.
6	In case of e-tender, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in e-tender portal by the bidder?	Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in BCPL within 7 days from the date of un-priced bid opening, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder.
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7 days of bid opening, whether bid will be accepted or not?	No



SN.	QUESTIONS	ANSWER
8	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy". (ii) There is no exemption in submission of SD (Security Deposit).
9	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
10	Whether Late bid can be considered?	No
11	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc (if any) pertaining to that particular tender.
12	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
13	In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?	BEC is included in tenders floated on Open Tender/Limited Tender basis.
14	Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?	Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement.
15	Whether BEC can be relaxed for any bidder after opening of Bids?	No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.
16	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
17	In which case mobilization advance is given and incorporated in payment term of tender document?	Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.
18	Which Operating System, bidder to opt for uploading of E-bid in e-Tender portal of BCPL?	Bidder must possess a PC / Laptop with Windows7 professional operating system and Internet Explorer 9 or above for hassle free bidding.



SN.	QUESTIONS	ANSWER
		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) EMD/Bid Security (as applicable)
- ii) Power of Attorney



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SECTION - I

INVITATION FOR BIDS [IFB]

E-TENDER NO: BCPL/C&P/CO17W049SJ/00439 FOR “HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS”



SECTION - I

INVITATION FOR BID [IFB]

To,

Dt. 28.07.2017

PROSPECTIVE BIDDERS

SUB: TENDER FOR “HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS”

e-Tender No.: BCPL/C&P/CO17W049SJ/00439

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 Period shall be 2 Year reckoned from the date of issue of LOI/PO whichever is issued earlier. Extendable further for a period of 1(One) Year.
ii)	Tender Fee	:	NIL
iii)	Earnest Money Deposit (EMD)	:	Rs.1,29,000/-
iv)	Performance Guarantee	:	Refer ITB & BDS
v)	Bid due date & time	:	17.08.2017 up-to 1430 Hrs
vi)	Opening Of Un-priced Bid	:	18.08.2017at 1500 Hrs.
vii)	Validity Of Offer Up-to	:	18.11.2017
viii)	Venue For Opening Of Un-priced Bids	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.
ix)	Mode of tendering	:	Limited Domestic Competitive e-Bidding (Under Two Bid System in e-tendering portal of NIC) with uploading in GAIL's/ BCPL's Website: https://www.gailtenders.in ; http://www.bcplonline.co.in ; Govt. Website: https://www.eprocure.gov.in
x)	Date ,time & Venue of Pre- Bid Meeting venue	:	07.08.2017 at 15.00 hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code: 786006, Phone no. 0373 2914636.
xi)	Contact Person	:	Sh. Sachin Jonwal; Sr. Engineer(C&P) sachink.jonwal@bcplindia.co.in

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

E-TENDER NO: BCPL/C&P/CO17W049SJ/00439 FOR “HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS”



- 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 (ix) 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):-
- Demand Draft towards Tender fee (if applicable)
 - EMD/Bid Security (if applicable)
 - 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://eprocure.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.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
A Pre-Bid Meeting (PBM) is scheduled on **07.08.2017 at 15.00 HOURS** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibargarh, Assam, Pin Code:786006, Phone no. 0373 2914636. /07086091317, to discuss Scope of Work, Terms and Conditions of tender document. For participation contact Sr. Engineer (C&P) Phone No. 0265 2914636; Email ID: sachink.jonwal@bcplindia.co.in

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Sachin Jonwal]
Sr. Engineer [C&P]
Ph: +91-0373-2914636; E-mail: sachink.jonwal@bcplindia.co.in



SECTION-II

BID EVALUATION CRITERIA [BEC] AND PRICE BID EVALUATION METHODOLOGY



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

A) **BID EVALUATION CRITERIA (BEC):**

A.1 **BEC- Technical: (as a single bidder)**

A.1.1 Bidder should have executed at least one order for value of minimum **Rs.16.20 Lakhs** for providing IT support services and maintenance of Desktops, Peripherals (Printers/Scanners) and Networking devices (Switches/Routers) during last 7(Seven) years reckoned from the due date of submission of bid.

A.1.2 For similar 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 at Sl. No. A.1.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant of the owner.

Note:

- (a) The copy of work order and corresponding completion/ execution certificate shall be submitted along with the un-priced bid. The completion certificate shall have the details like work order no. / Date, brief scope of, ordered and executed value of job, completion dates etc.
- (b) A job executed by the bidder for his own plant/ projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for subsidiary/ holding companies 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 the subsidiary/ fellow subsidiary/ holding company. Such bidders to submit these documents in addition to above documents to meet the BEC.



A.2 BEC- Financial: (as a single bidder)

A.2.1 TURN OVER: The **annual turnover** of the bidder must have **minimum value of Rs.16.20 Lacs** in any of the three (03) previous audited financial years ending on 31st March'2017. i.e. **FY: 2016-17, 2015-2016 & 2014-2015.**

A.2.2 NET WORTH: Net Worth of the bidder should be **positive** as per the **last audited financial statement.** i.e. **FY: 2016-2017.**

A.2.3 WORKING CAPITAL: The bidder should have **minimum working capital of value Rs.3.20 Lacs as per the last audited financial statement for the year.** i.e. **FY: 2016-2017.**

A.3 Documents/Documentary Evidence required to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. A.1:

Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criteria)
	A.1	Technical Experience Criteria – Document [All documents to be submitted must be <u>Certified/attested by both Chartered Engineer and Notarized by Notary Public with legible stamp</u>]	
1.	A.1.1	Experience against execution of order /contract	a) Bidder must submit the Copy of Work Order/LOA for the work which has been executed and completed towards “facility management services covering comprehensive annual maintenance of I.T assets” along with the details of SOR items & scope of work. b) Completion Certificate against the Work Order/ LOA submitted as mentioned at point “a)” above. The <u>Completion Certificate</u> must contain the detailed information like LOA/Order No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion etc. The <u>Completion certificate</u> should have been issued by the end-user/owner (or their consultant who has been



Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criteria)
			duly authorized by them to issue such certificate).
2	A.1.2	Experience against execution of running Rate / Maintenance Contract	a) Bidder must submit the Copy of detailed Work Order/LOA for executing the Contract which is still running for “facility management services covering comprehensive annual maintenance of I.T assets” along with the details of SOR items & scope of work. b) Execution Certificate against the Copy of detailed Work Order/LOA 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. A.1.1 above. The execution certificate must contain the detailed information like LOA/Order No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution Certificate</u> should have been issued by the end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).
3.	A.2	Financial Experience Criteria- Document <i>[All audited financial statements/documents (balance sheet and profit & loss account statement under A.2.1,A.2.2 & A.2.3 of BEC mentioned below) to be uploaded (submitted) must be duly Certified/attested by Notary public with legible stamp]</i>	
4.	A.2.1	Annual Turnover	Bidder(s) shall upload (submit) copy of audited financial statement Balance sheet and Profit &



Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criteria)
			<i>Loss account statement of the preceding three (3) Financial Year(s), i.e. FY: 2016-17, 2015-2016 & 2014-2015.</i> <i>In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2016 - 17 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to upload (submit) copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, i.e. FY: 2015-2016, 2014-2015& 2013-2014 along with un-price bid.</i>
5.	A.2.2	Net Worth	<i>Bidder(s) shall upload (submit) copy of audited financial statement Balance sheet and Profit & Loss account statement of last audited Financial Year, i.e. FY: 2016-17.</i> <i>In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2016-17 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to upload (submit) copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, i.e. FY: FY: 2015-2016, 2014-2015& 2013-2014 along with un-price bid.</i>
6.	A.2.3	Capital Working	<i>Bidder(s) shall upload (submit) copy of audited financial statement Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2016-17.</i> <i>In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY</i>



Sr. No.	BEC Clause no.	Description	Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criteria)
			2016-17 is not audited on the due date of 'submission of bid/bid closing date', bidder(s) to upload (submit) copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, i.e. FY: FY: 2015-2016, 2014-2015 & 2013-2014 along with un-price bid. In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format, F-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.
7.	A 2.4	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 (Serial no. A of BEC):

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor /Chartered Accountant of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- (ii) Bids of Joint Venture/ Consortium and sub-contractors are not acceptable.
- (iii) For experience based on composite works: In case bidder has executed a composite work in a single contract which includes qualifying work stated above, then value



of such qualifying work out of total value of composite work shall be considered for the purpose of evaluation.

B) Methodology for Evaluation of Bids:

B.1 *The evaluation of all Techno-Commercially-Acceptable bids/offers will be done on overall L-1 basis.*

To arrive at the Overall Lowest-Evaluated (L1) Bid/Offer, evaluation shall be carried out as under:

- (a) The input credit of **GST (CGST & SGST/UTGST or IGST)** will be considered for evaluation of bids.*
- (b) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered during evaluation as per evaluation methodology of tender document.*
- (c) In case any cess on GST is applicable same will also be considered in evaluation.*

B.2 CPBG: The following CPBG clause shall be incorporated in tender document,

The contract performance security shall be 7.5% of Annual Contract Value (without taxes & duties 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 taxes and duties as per ITB of tender document.

B.3 PPP Policy 2012

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



NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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

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SECTION-III

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



SECTION-III INSTRUCTION TO BIDDERS INDEX

[A] GENERAL:

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

[B] BIDDING DOCUMENTS:

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

[C] PREPARATION OF BIDS:

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

[D] SUBMISSION OF BIDS:

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

[E] BID OPENING AND EVALUATION:

26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS



31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF BIDS
[PRICE BID EVALUATION METHODOLOGY]
33. COMPENSATION FOR EXTENDED STAY
34. PURCHASE PREFERENCE

[F] AWARD OF CONTRACT:

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

[G] ANNEXURES:

1. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION
PROCEDURE
3. ANNEXURE-III: ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. ANNEXURE-IV: **BIDDING DATA SHEET (BDS)**

[H] FORMS & FORMATS



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-**

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

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

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

6. **SITE VISIT**

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

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

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



[B] – BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

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

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

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

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

8. CLARIFICATION OF BIDDING DOCUMENTS

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



9. AMENDMENT OF BIDDING DOCUMENTS

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

[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 www.bcplonline.co.in . **Bids submitted manually shall be rejected, the bids must be submitted on BCPL's E-tendering website as follows:-**

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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD).
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) Copies of documents, as required in 'Form F-3'
- (e) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR: Part – I) with prices 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, Tender Fee 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. All 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 unpriced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- vi) In case any bidder does not quote for any item(s) of “Schedule of Rates” and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

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

12. SCHEDULE OF RATES / BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the



Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining its applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.
- 13 **GST (CGST & SGST/ UTGST or IGST)**
- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.



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

- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

- 13.5 Where the BCPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.5.1 Owner/BCPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against



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

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

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

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

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

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

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

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

Where BCPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and BCPL has paid or is



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

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

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

13.10 Anti-profiteering clause

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

- 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.

13.12 Tax Deducted at Source [TDS]

- i) BCPL will release the payment to the bidder after effecting deductions (if any) as per applicable Government of India law in force.
- ii) BCPL will release payments to the bidder after offsetting all dues payable to BCPL by the bidder under the Contract (detailed Order / letter of award).

13.13 Income Tax

'Income Tax' deductions shall be made from all payments to the bidder as per rules and regulations in force in accordance with the "Income Tax Act" prevailing from



time to time. However, bidder shall be entitled to get the "TDS Certificate" for the amount so deducted in the format prescribed by the 'Income Tax Department'.

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: **Rs.1,29,000/-**

(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 representatives are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.



- 17.2. Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 17.3. Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's e-tendering website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4. Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18. FORMAT AND SIGNING OF BID

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

19. ZERO DEVIATION AND REJECTION CRITERIA

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.

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

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

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

20. **E-PAYMENT**

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

ID – SUBMISSION OF BIDS

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

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

22. **DEADLINE FOR SUBMISSION OF BIDS**

- 22.1. The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.



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

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 APPLICABILITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER

34. PURCHASE PREFERENCE

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

[F] – AWARD OF CONTRACT



35. AWARD

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

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

- 36.1. Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.
- 36.2. Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "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 7.5% of order value (excluding applicable GST) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the**



contractual obligations & performance of equipment and same must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties.

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

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

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

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

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in GAIL's/BCPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by 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 in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

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

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

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

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

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



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

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

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

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

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

41. AHR ITEMS

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

- (I) Rates as per SOR, quoted by the contractor.
- (II) Rate of the item, which shall be derived as follows:

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

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

42. VENDOR PERFORMANCE EVALUATION PROCEDURE

Shall be as stipulated Annexure II to ITB herewith.



43. INCOME TAX & CORPORATE TAX

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

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

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

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

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

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

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

- 45.1. Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web



site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.

- 45.2. Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 45.3. In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 45.4. Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 45.5. If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 45.6. Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7. The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8. The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46. BILLING SYSTEM

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



(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

In case of LOA/Contract	In case of PO
HOD/EIC (Indenting/User Department) M/s 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.
 - BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
 - 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.
 - 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.
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PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES

A. Definitions:

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



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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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



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

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

B.2.2 Period of Banning

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

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

C. Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.



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

D.2 Suspension Procedure:

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

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

D.3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 After opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.



- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.
- E. Appeal against the Decision of the Competent Authority:**
- E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.
- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- F.** Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.
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**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.
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**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 - 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



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

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

1. General:

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

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

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

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

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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



3.1 PC/Laptop with Windows OS, Internet Explorer:

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

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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

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

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

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:

(I) What is a Digital Signature?



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

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

(II) Why Digital Signature is required?

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

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

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A).

Information about CA's can be obtained through CCA India website

(<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

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

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

1. <http://www.ncodesolutions.com>
2. <http://www.sifycorp.com>
3. <http://www.tcs-ca.tcs.co.in>
4. <http://www.e-mudhra.com>
5. <http://www.nicca.nic.in>
6. www.idrbtca.org.in

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



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

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

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

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

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

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



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

Note:

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

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

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

8.2 Priced Bid:

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

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

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

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

10. Submission of documents:

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

11. Last date for submission of bids:

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



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

12. Internet connectivity:

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

13. Help to Contractors:

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

14. FAQ:

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

15. e-Brochure:

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

16. DSC for Foreign Bidders:

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

17. System Malfunction Procedure:

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

18. IT Resources:

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

19. Form for DSC Deactivation for bidders:

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

20. Search Tender for Guest Users:



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



[contd.]

E-TENDER NO: BCPL/C&P/CO17W049SJ/00439 FOR “HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS”



21. Check list / Quick View Summary:

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

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

E-TENDER NO: BCPL/C&P/CO17W049SJ/00439 FOR “HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS”



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



Help For Contractors
Information About DSC

FAQ
Feedback

Bidders Manual Kit

In Help to contractor's users will get: **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e Procurement Portal.**

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

In FAQ user will get various FAQ related to:

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

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

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

1	Notice to Bidders	notice_to_bidders.pdf
2	Registration of Bidders	bidder_registration.pdf
3	Uploading of My Documents	my_documents.pdf

E-TENDER NO: BCPL/C&P/CO17W049SJ/00439 FOR "HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS"



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

HELP DESK (BCPL)

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

Mobile : 8811017320

Email : etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cphp-nic@nic.in

-----X-----



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/CO17W049SJ/00439				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker & Polymer Limited				
2.1	Name of the Contract: “HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS”				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. SACHIN JONWAL, SR. ENGINEER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sachink.jonwal@bcplindia.co.in				
C. PREPARATION OF BIDS					
ITB clause	Description				
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Un-priced bid the following additional documents (SCC Refers): _____ _____ _____				



12	Additional Provision for Schedule of Rate/ Bid Price are as under: 				
14	The currency of the Bid shall be INR				
15	The bid validity period shall be three months from final 'Bid Due Date'.				
D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
18	In addition to the original of the Bid, the number of copies required is one (Not applicable in e-tendering).				
22	The Tender No. of this bidding process is: BCPL/C&P/CO17W049SJ/00439				
22.3	For bid security & power of attorney submission purposes only, the Owner's address is : Attention: SH. SACHIN JONWAL, SR. ENGINEER (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sachink.jonwal@bcplindia.co.in				
26	The bid opening shall take place at: [e-tender] Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code:786006, Phone no. 0373 2914636. Email id: sachink.jonwal@bcplindia.co.in Date: 18.08.2017 Time: 15:00 Hrs.				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table border="1" data-bbox="495 1514 1138 1661"><tr><td>APPLICABLE</td><td>☒ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☒ YES</td></tr></table>	APPLICABLE	☒ NO	NOT APPLICABLE	☒ YES
APPLICABLE	☒ NO				
NOT APPLICABLE	☒ YES				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: [Applicable] State: Assam				



38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> If applicable: 7.5% of Annual Contract value (excluding applicable GST).	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				
40	Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> Whether tendered item is non-split able/Split able : NON-SPLITTABLE	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ 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.	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				

=====



FORMS & FORMAT



LIST OF FORMS & FORMAT

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F-1

BIDDER'S GENERAL INFORMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF FACILITY MANAGEMENT SERVICES (FMS)
COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT
ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA,
DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS.**

e-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

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:
8	Telephone Number [Mobile & Landline]	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	

**E-TENDER NO: BCPL/C&P/CO17W049SJ/00439 FOR "HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING
COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND
GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS"**



10	Website	
11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	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.)
20	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB)
21	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
22	GSTIN	(Please submit copy of GST Registration Certificate)
23	Vendor Classification Mark (√) on the applicable one.	Registered ☐ Un-Registered ☐ Composition Scheme ☐ PSU, GOVT ☐ SEZ ☐

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



F-2

BID FORM

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF FACILITY MANAGEMENT SERVICES (FMS)
COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT
ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA,
DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS.**

E-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

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 FACILITY MANAGEMENT SERVICES (FMS)
COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT
ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA,
DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS.**

E-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

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. 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.
4. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
5. EMD / Bid Bond(If applicable)*
6. Power of Attorney*
7. Duly certified document by POA

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:



F-4

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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

M/s-----having their
Registered/Head Office at----- (hereinafter called the
Bidder) 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 Bidder 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 recourse to the bidder by
Brahmaputra Cracker & Polymer Limited., the amount -----
-----without any reservation, protest, demur and recourse. Any such demand made
by BCPL, shall be conclusive and binding on us irrespective of any dispute or difference raised by
the Bidder.

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

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

--

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.....

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 along with 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 FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS.

E-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

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 FACILITY MANAGEMENT SERVICES (FMS)
COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT
ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA,
DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS.**

E-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

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:



F-7

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

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF FACILITY MANAGEMENT SERVICES (FMS)
COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT
ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA,
DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS.**

E-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

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:



F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF FACILITY MANAGEMENT SERVICES (FMS)
COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT
ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA,
DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS**

E-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

Dear Sir,

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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” which expression shall wherever the context so require include its successors and assignees) have been awarded the work of _____ vide PO /FOA/LOI No. _____ dated _____ for M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), PO: Lepetkata, Distt.: Diburgarh, Assam. The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify M/s Brahmaputra Cracker and Polymer Limited, in case of default. The said _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We

_____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender or in payment of any money payable to M/s Brahmaputra Cracker and Polymer Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to you in such manner as you 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 contract with the said _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said



- _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto _____. (this date should be 90 days after the expiry of defect liability period) _____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.



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

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly

Authorized to sign on behalf of the Bank

INSTRUCTIONS FOR FURNISHING

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

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

.....



F-10

AGREED TERMS & CONDITIONS

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: HIRING OF FACILITY MANAGEMENT SERVICES (FMS)
COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT
ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA,
DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS.**

E-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

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



Sl.	DESCRIPTION	BIDDER'S 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[YES/NO] IGST[YES/NO] (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 Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule/Period of Contract as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
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.	
10	Please furnish Tender Fee details :	
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).	
13.	Confirm that Annual Reports for the last three financial YEARS are furnished along with the Un-priced Bid.	
14.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
15.	Confirm the none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Bank shall be borne by Bidder.	
21	Provide Sales Tax (VAT / CST) Registration number.	
22	Confirmation towards submission of duly filled, signed and stamped copy of complete tender documents (ITB, SCC, SCOPE OF WORK, GCC and all Annexure & Forms).	
23	Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format clearly mentioned as “quoted” .	
24	Confirmed that all terms and conditions of the tender are acceptable in totality	
25	Confirm that Annual Reports for the last three financial years are furnished along-with the Un-priced Bid.	
26	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.	
27	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
28	Confirm towards submission of FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER at Format-16.	
29(a)	Confirm that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
29(b)	No additional Condition/comment has been put in the Priced SOR	
30	Indicate Name & Contact E-Mail/ Telephone/Mobile/Fax No. Of person(s) to whom queries, if any, are to be addressed against your bid	
31. (a)	MSME Clause/PPP relevant document (If applicable)	
I	SC/ST along with proof	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
Ii	Chartered Accountant /Statutory Auditor Certificate	
Iii	Proof of nature of firm	
31.(b)	Confirm that Enterprise Memorandum (EM)-II has been submitted in case of MSE covering the item/service quoted for	
31(c)	Bidder hereby confirms that we are registered under MSE and registered for the service covered under this tender AND any wrong declaration would be dealt by BCPL as per provision of tender	YES/NO
32	Confirm acceptance of Anti profiteering clause no. 171 of GST Act	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

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 FACILITY MANAGEMENT SERVICES (FMS)
COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT
ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA,
DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS.**

E-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

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 FACILITY MANAGEMENT SERVICES (FMS)
COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT
ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA,
DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS.**

E-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

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 FACILITY MANAGEMENT SERVICES (FMS)
COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT
ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA,
DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS**

E-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

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

Place:
Bidder]

[Signature of Authorized Signatory of

Date:

Name:

Designation:

Seal:

E-TENDER NO: BCPL/C&P/CO17W049SJ/00439 FOR "HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS"



CHECK LIST

F-14

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted/uploaded in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted/uploaded with Bidding Document		
7.0	Confirm that annual reports for last three financial YEARS. & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		Not Applicable



DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES / NA	NO
1.a	EMD Value	Rs. 1,29,000/-		
A	DD	DD No. _____ dated For Rs. _____	YES/ NA	NO
B	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/ NA	NO
C	NSIC/DIC CERTIFICATE, EM PART-II/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB	YES/ NA	NO
2.	TENDER FEE	DD of requisite amount UPLOADED	YES	NO
3.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3 (i)	<i>Experience against execution of order (As Stipulated in BEC)</i>	Bidder must submit the Copy of Work Order/LOA for the work which has been executed and completed towards "facility management services covering comprehensive annual maintenance of I.T assets" along with the details of SOR items & scope of work. Completion Certificate against the Work Order/ LOA submitted as mentioned at point "a)" above. The Completion Certificate must contain the detailed information like LOA/Order No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion etc. The Completion certificate should have been issued by the end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).	YES	NO
3 (ii)	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC)</i>	Bidder must submit the Copy of detailed Work Order/LOA for executing the Contract which is still running for "facility management services covering comprehensive annual maintenance of I.T assets" along with the details of SOR items & scope of work. Execution Certificate against the Copy of detailed Work Order/LOA 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. A.1.1 above. The execution certificate must contain the detailed information like LOA/Order No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The Execution Certificate should have been issued by the end-user/owner (or their consultant who has been duly authorized by them to issue such certificate).	YES	NO
4.A	ORDER COPY	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
		Duly NOTARISED by Notary Public with legible stamp	YES	NO
4.B	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
		Duly CERTIFIED by CHARTERED ENGINEER with	YES	NO



S NO	DESCRIPTION	CHECK LIST	YES / NA	NO
		LEGIBLE stamp		
		Duly NOTARISED by Notary Public with legible stamp	YES	NO
5.	FINANCIAL CRITERIA AS STIPULATED IN BEC			
5(i)	Financial Documents – Turn Over	Uploaded audited financial statement Balance sheet and Profit & Loss account statement of the preceding three(3) Financial Year(s), i.e. FY: 2016-2017, 2015-2016 & 2014-2015. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY 2016-17 is not audited on the due date of ‘submission of bid/bid closing date’, bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate three (3) preceding financial years, i.e FY: 2015-2016, 2014-2015 & 2013-2014 along with un-price bid.	YES	NO
5(ii)	Financial Documents – Net Worth & Working Capital	Uploaded AUDITED Balance Sheet and Profit & Loss Statement of FY: 2016-2017 meeting the NET WORTH & Working Capital Financial Criteria as stipulated in BEC. In case, Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of FY: 2016-17 is not audited on the due date of ‘submission of bid/bid closing date’, bidder(s) to submit copy of Audited Annual Financial Statement [Balance Sheet and Profit & Loss Account Statement] of immediate preceding financial year, i.e FY: 2015-2016 along with un-price bid.	YES	NO
A	Balance Sheet/s & Profit & Loss Statements as in 5(i), & 5(ii) above	Duly attested by Notary Public with legible stamp	YES	NO
B	Details of financial capability of bidder prescribed Format, F-16 as stipulated in BEC	Duly signed and stamped by a Chartered Accountant with Membership Number	YES	NO
C	In Case Bidder’s Working Capital is inadequate as stipulated in BEC	Letter (as per Format, F-15) from the Bidder’s bank having net worth not less than INR 1(one) Billion confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement duly certified/attested by Notary Public with legible stamp.	YES / NA	NO
6.	Tender Document uploaded	Uploaded Unedited & Digitally signed ALONGWITH UNPRICED BID.	YES	NO
7.	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
8	POWER OF ATTORNEY	Power of Attorney in the name of person signing the bid.	YES	NO
9.	FORM 1 TO 18 ATTACHED TO TENDER	FILLED AS APPLICABLE, SIGNED, STAMPED &UPLOADED ALL	YES	NO
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.				



Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

Non-submission of any document/ submission without proper attestation may lead to rejection of the Bid.



F-15

FORMAT FOR CERTIFICATE FROM BANK
FOR LINE OF CREDIT

(To be provided on Bank's letter head)

Date:

To,
M/s. Brahmaputra Cracker & Polymer Limited (BCPL)

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./USD _____

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 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:

[Signature of Authorized Signatory]

Chartered Accountant/CPA

Name:

Date:

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.**
6. 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 FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS.

E-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

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)

Encl.: Cancelled Cheque.

BANK CERTIFICATE

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

Date

(Signature of authorized officer of bank)



F -19

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS Brahmaputra Cracker & Polymer Ltd. (hereinafter referred to as BCPL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at Hotel Brahmaputra Ashok, M. G. Road, Guwahati - 781001 has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS i) BCPL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by BCPL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the CONTRACTOR.

ii) As a pre-condition to the supply of the said materials by BCPL to the CONTRACTOR, BCPL has required the CONTRACTOR to furnish to BCPL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated. NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BCPL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to BCPL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to BCPL forthwith on demand in writing without protest or demur the value as specified by BCPL of the said material or item or part thereof,



lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with BCPL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. _____ (Rupees _____ Only). AND THE CONTRACTOR hereby agrees with BCPL that: i) This Indemnity/Undertaking shall be a continuing Indemnity/Undertaking and shall remain valid and irrevocable for all claims of BCPL arising hereunder upto and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfill the CONTRACT.

ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to BCPL in terms of hereof.

iii) The mere statement of allegation made by or on behalf of BCPL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of BCPL to produce any documentary proof or other evidence whatsoever in support of this.

iv) The amount stated in any notice of demand addressed by BCPL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by BCPL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to BCPL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same. The undersigned has full power to execute this Indemnity Bond on behalf of the

CONTRACTOR under the Power of Attorney dated

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR



SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)



CONTRACTS (GCC)/GENERAL PURCHASE CONDITION (GPC)

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



SECTION – V

SPECIAL CONDITIONS OF CONTRACT [SCC]



[SECTION – V]

SPECIAL CONDITION OF CONTRACT [SCC] /SCOPE OF WORK

(PART-A)

Subject: HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS

SPECIAL CONDITION OF CONTRACT PART-A

INDEX

SL. No	SECTION	DESCRIPTION
1	1.0	INTRODUCTION
2	1.1	DURATION OF CONTRACT / CONTRACT PERIOD
3	1.2	PERFORMANCE
4	1.3	CONTRACTOR's RESPONSIBILITIES
5	1.4	PAYMENT TERMS
6	1.5	MOBILISATION OF CONTRACT RESOURCES
7	1.6	SERVICE LEVEL REQUIREMENTS (SLR)
8	1.7	CALCULATION OF AVAILABILITY
9	1.8	RESOLUTION TIME
10	1.9	NON-PERFORMANCE DEDUCTIONS
11	1.10	OPERATION OF THE CONTRACT
12	1.11	EXCLUSIONS FROM THE CONTRACT



1.0 INTRODUCTION

BCPL desires to have management of IT Infrastructure, which shall include enterprise-wide comprehensive Maintenance Support Services (henceforth called as MSS) & Facility Management Services (henceforth called as FMS) of its existing / upcoming IT Infrastructure at various locations. The Contractor shall be responsible to carry out comprehensive MSS & FMS of entire IT infrastructure as detailed in this document with the objective to achieve maximum uptime of the installed Systems /Devices /Equipment & Network for optimum utilization of resources and availability of various services to end-users.

Broadly, the contract shall cover the following IT Infrastructure:-

1.1.1.Enterprise-wide existing desktop / laptop PC Systems, Printers, Scanners, Networking equipment, UPS & associated Peripherals as per **Table –A & Table –B** of SOR.

Comprehensive Maintenance Support Services (MSS) shall cover Maintenance & repair of IT Systems, covered under the Scope of Work, including all kind of breakdown and preventive Maintenance, replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spares etc.

Facility Management Services (FMS) shall cover various technical services such as support for Desktop Management Services, Network management Services, Vendor Management services etc. of IT Systems, covered under the Scope of Work.

Bidder is required to go through all the terms & conditions of this Tender document carefully and shall confirm the compliances of all clauses of tender by submitting Compliance confirmation statement of Tender document as per **Annexure-B**.

Bidder must quote basic rates for all the Services as per the format given under the Schedule of Rates (SOR) section of bid document. The quoted rates of SOR shall be inclusive of all charges such as service charges, transportation, packing, forwarding & logistic support etc., and all applicable Taxes & Duties except Service tax & Cess thereon.

Service Tax and Cess thereon, if applicable, shall be indicated separately in the SOR and shall be payable extra on actuals after submission of documentary evidence/invoice.

Bidder shall also quote on lump-sum basis, including all taxes & duties for supply of genuine & recommended LAN Cabling items, as indicated in the SOR Table 'F'. The cost of estimated quantities as indicated in Table 'F' of SOR will also be taken into account for cost comparison purpose. However, Bidder to supply required quantities of consumables as per SOR till the expiry of the contract.

Recommended makes for CAT-6 UTP Cable box, and IO box with SMB for CAT-6 are SYSTIMAX, AMP, D-Link, i-Ball. All LAN consumable items as per Table 'F' of SOR shall be supplied at any BCPL location with the approval from BCPL IT department only. During the entire period of contract, at any of the BCPL locations, maximum no. of LAN points to be installed under Table 'F' of SOR shall be restricted to 50 numbers only. Any new office of BCPL/New building coming up in BCPL complex, BCPL townships are excluded from the scope w.r.t. Table 'F'.

Bidder shall supply the LAN Cabling items & other items at respective sites as and when required by the sites and payment for total cost of the LAN Cabling items & other items if any, will be released along with subsequent quarterly bill, depending on numbers of items supplied / replaced / repaired at



various locations, certified by Engineer-In-Charge. Supplied consumable items will be under one year warranty from date of supply to BCPL.

Evaluation of the bids shall be carried out on the total amount quoted for all SOR components of the tender document. Order will be placed to the techno-commercially successful bidder on overall L1 basis.

1.1 DURATION OF CONTRACT / CONTRACT PERIOD

The Contract period shall be 2 (Two) Years from the date of Mobilization. Mobilization at sites shall be done within 30 days from date of issue of FOA (Fax of Acceptance). The date of mobilization/commencement of contract will be decided / confirmed by EIC.

However, Contract period may be further extended, prior to the expiry of the contract for another year in the spell of months, at the same rates, terms and conditions depending on performance of service provider, at the sole discretion of BCPL.

1.2 PERFORMANCE

The Contractor should be a total service provider, responsible to carry out Comprehensive Systems Maintenance Support Services (MSS) and Facility Management Services (FMS) for IT Infrastructure, covered under Scope of work. The Contractor shall undertake to perform all services under this contract with all reasonable skill, diligence and care in accordance with sound industry practices to the satisfaction of the BCPL and accept full responsibility for the satisfactory quality of such services as performed by them. Any defect or deficiencies noticed in the contractor services will be promptly remedied by the contractor within seven calendar days upon the receipt of written notice from BCPL to improve their performance failing which BCPL may terminate the Contract as per GCC.

1.3 CONTRACTOR'S RESPONSIBILITIES

- 1.3.1 The contractor should be a total IT service provider and shall cover the total scope of the Contract. The contractor shall ensure availability of all technical expertise, manpower resource, availability of standby systems, spare parts, logistics support etc. and all the expenses incurred for the same will be borne by the contractor.
- 1.3.2 The contractor shall undertake to perform the services with the highest standards of professional and ethical competence and integrity. The contractor must have competence to undertake configuration, repair and maintenance of respective hardware and software, being maintained by them. Contractor will arrange all spares and skills required to undertake configuration, repair and maintenance.
- 1.3.3 The contractor shall provide all the service through the manpower deployed from their own company. However, technical support for any specialized work (like cabling work, L3-L4 level support from respective OEMs or their authorized channel partners) can be agreed with prior permission from BCPL. Further, this exception shall be applied to the very specialized work as mentioned above and for all other requirements like deployment and day-to-day operations, the manpower shall be used from the Contractor regular personnel only. The Contractor will be solely responsible to ensure compliance of all obligations under the



contract.

- 1.3.4 The contractor shall confirm unconditional acceptance of full responsibility of executing the “Scope of Work” of the Tender. The contractor bid should submit this confirmation along with techno-commercial as per **Annexure -B**.
- 1.3.5 The contractor shall name a Senior Management personnel as Project Manager for execution of the enterprise-wide MSS & FMS services, management and liaison / discussions with BCPL on regular basis.
- 1.3.6 The contractor shall inventories and label the hardware identified by BCPL at respective sites to be covered under this contract and prepare a list with detailed technical specifications, make, model and OS in use.
- 1.3.7 The date of commencement of MSS & FMS services for different systems may be different, depending upon some of the systems being under existing warranty support but the contract completion date across BCPL locations shall be the same.
- 1.3.8 The date of commencement of MSS & FMS services for different locations may be different, depending upon when the contractor has been able to mobilise resources for the location but the contract completion date across BCPL locations shall be the same.
- 1.3.9 To have the technical skills verified and build confidence on the manpower likely to be placed, contractor shall arrange interview with BCPL technical team for the manpower that Contractor is planning to position at respective sites. BCPL at their discretion can choose to those who get qualified. Contractor shall issue a Photo-Id card and submit ‘Police verification’ report of the deployed employees to the EIC’s within one month of deployment.
- 1.3.10 BCPL, at its sole discretion, if determines that the services are not being performed satisfactorily or that any security rules, standards, guidelines, policies, or procedures are not being followed, then BCPL shall inform Contractor of the same. After being informed, Contractor shall take within the mutually agreed time period such steps as necessary and appropriate to remedy the situation, including, but not limited to, replacing individuals who have been assigned for rendering the services. The mutually agreed time period in case of replacement of manpower will be 01 month.
- 1.3.11 All the manpower explicitly mentioned in the tender document is for front end support purposes only. However, bidder has to ensure that the BCPL IT services are up & running on 24 * 7 basis and also all the expertise (L3 and L4 level support) is to be readily made available for keeping the services running as per the SLR for all the hardware, components and services across BCPL locations. In case Contractor fails to resolve any critical time bound problem, services of third party domain expert agency shall be hired at the risk and cost of the contractor for resolving the critical problem without any cost implication to BCPL.
- 1.3.12 In case Contractor fails to repair any of the critical devices within a period of two continuous days and less critical devices within a period of five continuous days, and also fails to provide suitable replacement as stand-by, BCPL has the option to get the system repaired / replaced from the third party at the risk and cost of the contractor. Accrued expenditure by BCPL on such head will be deducted from the ensuing bill of the Contractor.
- 1.3.13 The contractor shall supply required nos. of consumable items at each instance till the expiry of the contract within a period of thirty days at respective sites after receiving such



communication from respective site EIC. Non delivery of consumable items within thirty days will attract Non Performance Deduction as per clause 1.9. In case of non-supply of required consumable items beyond thirty days, respective site EIC reserves the right to procure those items from the open market and deduct the cost of such consumables from the quarterly bill of the contractor.

1.3.14 At the time of closing / expiry of the contract, Contractor shall provide full support & assistance to the new designated contractor / BCPL for smooth handing over / taking over.

1.4 PAYMENT TERMS

The Payment will be made on the basis of terms & conditions of the contract. The following payment methodology will be adopted:-

1. The EIC will provide the SOR for billing at the end of each Quarter.
2. The Contractor, on completion of the services for each quarter shall submit relevant bills/invoices complete in all respect.
3. The payment shall be made as per price schedule for the contract period including extended period, if any on the basis of actual number of IT infrastructure covered under MSS & FMS Services and LAN Cabling items (Table-‘F’ of SOR) if any, during that quarter.
4. Payment will be made on quarterly basis within a period of thirty (30) working days from the date of submission of the bill / invoice, complete in all respects, after successful completion of the comprehensive MSS & FMS Services. However, no interest or claim will be payable by BCPL, in case of delay of payment, due to any reason whatsoever.
5. Income Tax / WCT deductions will also be made at source as per prevailing rules. In addition to income tax, any other mandatory tax and non-performance deduction, if any, as per non-performance deduction clause no. 1.9 will also be deducted from the quarterly bill of the contractor.
6. In the event of any dispute in a portion or whole of any invoice, BCPL may make payment for the undisputed portion of the invoice and shall notify the contractor for the remaining / disputed portion therein so as to mutually resolve the dispute amicably. In case of any mutual resolution, either in part or in full, the payment in view of the settlement reached, shall be made to the contractor within a period of 30 working days of such settlement.
7. No advance payment shall be made in any case, whatsoever.
8. The quarterly bills (invoices) for a site will be submitted in triplicate copies, duly signed & stamped along with the following documents :-
 - a. Category-wise consolidated quarterly BOM reports of IT Assets covered under MSS / FMS.
 - b. Statutory documents as per tender document.
9. The EIC will share the details of TDS/SLA deductions etc with the Contractor once



payment is released.

The One Time Maintenance Charges, if any, will be handled on case to case basis.

1.5 MOBILISATION OF CONTRACT RESOURCES

(a) The contractor shall mobilise all resources required to commence MSS & FMS such as Manpower, stock of spares, stand by equipment and any other resources so required and specified elsewhere in the contract, in the following manner :

- Contractor should mobilise their sufficient Manpower at respective sites at least one week before the schedule start date of contract without any additional cost to BPCL. However, any deficiencies found in deploying 100% Manpower resource after schedule start date of contract shall make the contractor liable for NPD as per clause 1.9.

(b) Only operational Systems will be covered under MSS. The faulty equipment, if any, will be brought under MSS after their successful repair and deployment. The MSS charges for the equipment will be adjusted accordingly on a pro-rata basis.

1.6 SERVICE LEVEL REQUIREMENTS (SLR)

BCPL IT Infrastructure shall be operational for 24 hours a day, 7 days a week, throughout the year. The SLR and non-performance deductions of different category of equipment covered under this contract, shall be as per clause no. 1.9.

1.7 CALCULATION OF AVAILABILITY

- 1.7.1 The equipment shall be treated as 'not available or down' from the time the call is registered through phone / e-mail till the time equipment is repaired and restored to the user to his / her satisfaction.
- 1.7.2 Calls that require escalation to other vendors like connectivity providers, hardware & software Maintenance calls for Systems under warranty etc. will not be considered for down time calculations. No penalty will be levied for PC's (under warranty) for which only FMS support is covered.
- 1.7.3 Up-time / availability of individual systems will be monitored on a day to day basis and shall be computed on quarterly basis.
- 1.7.4 In case, a suitable working substitute of defective equipment has been provided by the
- 1.7.5 Contractor, the equipment shall be treated as 'available' for the purpose of calculation of availability for that equipment.
- 1.7.6 Time lost due to electrical / environmental problems and time used in carrying out Preventive Maintenance activities of Systems at any site will be excluded for the purpose of calculation of availability.
- 1.7.7 Call pertaining to most critical devices (Level-1) has to be closed within SLR irrespective of the time the call is registered. However, for calls pertaining to Critical Devices (Level-2), if the call is registered in late afternoon (after 1630 hrs.) on the day preceding BCPL's



closed holidays & if the call could not be closed on the same day, the subsequent holidays will not be considered for non-performance deductions, provided that on holidays, the equipment was not made available to the contractor.

1.8 **RESOLUTION TIME**

Resolution Time is the total time taken by the Contractor between registering the complaint with Vendor through telephone / e-mail at respective location and rectifying the fault. This time includes time taken to reach the site, diagnose, repair / replace the faulty components / module / device & Networking equipment. The contractor shall ensure that the faulty network devices, PCs and peripherals etc. are repaired / brought back to service within the specified resolution time, failing which the deductions as per Non-performance deduction clauses will be applicable from the time service call was registered. Contractor shall be bound by the final decision of the Engineer-In-charge in this regard.

Contractor shall be liable for any breach, non-performance or delay in carrying out any obligation contained in this contract. In case a complaint is not attended within 24 hours of reporting OR a professional resource is not deputed as required under the contract it may be carried out through some other source at the risk and cost of contractor, after issue of one day notice in order to meet the BCPL's functional requirements.

1.9 **NON-PERFORMANCE DEDUCTIONS (NPD)**

If the contractor fails to meet the Service Level Requirement (SLR) for availability of all the IT devices in any quarter at any payment sites, BCPL may without prejudice to any other rights or remedy available, deduct from the contractor's quarterly bill at a rate equivalent to as follow:

1.9.1 **CALCULATION OF NON PERFORMANCE DEDUCTION FOR SYSTEM DOWNTIME**

Criticality Level	Location	Item Description	Allowable individual Incidence down-time	Non Performance Deduction per incidence
Level-1 (Most Critical)	Leptekata	(a) Router/Switch (b) Network Printer	Maximum 3 hours per incidence	➤ Rs. 240/- per day on pro-rata (hourly) basis for Items at (a) ➤ Rs. 168/- per day on pro-rata (hourly) basis for Items at (b)
Level-1 (Most Critical)	Duliajan, Lakwa	(c) Router/Switch (d) Network Printer	Maximum 5 hours per incidence	➤ Rs. 168/- per day on pro-rata (hourly) basis for Items at (c) ➤ Rs. 120/- per day on pro-rata (hourly) basis for Items at (d)
Level-1 (Most Critical)	Guwahati	(e) Router/Switch	Maximum 8 hours per incidence	➤ Rs. 168/- per day on pro-rata (hourly) basis for Items at (e) ➤ Rs. 120/- per day on pro-rata (hourly) basis for Items at (f)



		(f) Network Printer		rata (hourly) basis for Items at (f)
Level-2 (Critical)	Lepetkata, Duliajan, Lakwa	Desktop PC, Laptop PC. Printer, Scanner, UPS etc.	Maximum 4 hours per incidence	➤ Rs. 72/- per day on pro-rata (hourly) basis for Items at (g) ➤ Rs. 48/- per day on pro-rata (hourly) basis for Items at (h)
Level-2 (Critical)	Guwahati	Desktop PC, Laptop PC Printer, Scanner, UPS etc.	Maximum 24 hours per incidence	➤ Rs. 72/- per day on pro-rata (hourly) basis for Items at (i) ➤ Rs. 48/- per day on pro-rata (hourly) basis for Items at (j)

Downtime hour will be rounded off to nearest hour for computation of NPD. No downtime is to be considered for UPS not functioning due to Battery problem.

1.9.2 OTHER NON PERFORMANCE DEDUCTION FOR MSS / FMS SERVICES

1	Non-availability of any manpower deployed at BCPL site on behalf of contractor or Resource provided is not as per specified certification / experience	Per day deduction = (Monthly value for that manpower as per SOR) / 25
2	Non delivery of IT Consumable items at respective sites within 30 days of communication from BCPL	Deduction @1% per day of ordered value of consumable items for subsequent delay, subject to maximum of 5% of ordered value of consumable items
3	Non-restoration of BCPL equipment after satisfactory repairs within 30 days from the time complaint is logged	For most critical equipment: Rs. 250/- per day after stipulated time For critical equipment: Rs.100/- per day after stipulated time

All cumulative deductions due to non-performance etc. shall be made from the quarterly bill of the



contractor. However, total cumulative deductions due to non-performance etc. (excluding NPD on account of Manpower) shall be restricted to **Maximum of 20%, without prejudice to other rights available under this tender**, of scheduled invoice value for that quarter. NPD on account of Manpower (clause 1.9) shall be deducted from quarterly invoice as per actual without any capping. The invoices to be considered for ceiling excludes the invoices for consumable supplied. The penalty is to be deducted on basic value of invoice i.e. before imposition of Service tax.

1.10 **OPERATION OF THE CONTRACT**

The contractor shall commence MSS & FMS services within 30 days from date of issue of Fax of Intent. All the payments will become due to the Contractor from the date of the commencement of the operation of the facility at respective sites, as mentioned in the document.

The Contract at respective sites shall come into effect after signing of joint inspection report by BCPL Engineer-In-Charge (EIC) and representative of Contractor and satisfying Engineer-In-Charge regarding qualification and experience of the engineers being deployed.

The EIC will provide the SOR for billing to the contractor at the end of each quarter and also share the details of all deductions including TDS & SLA.

1.11 **EXCLUSIONS FROM THE CONTRACT**

Unless specifically mentioned, the maintenance charges shall not cover the supply of following consumables listed below:

- Print Bands, Printer Ribbons, Printer heads of DMP, Ribbon cartridge
- Toner Cartridges of Laser Printer, Cartridges for Ink / Desk Jet Printers, Plotter
- Media like DVDs / CDs / DATs / DLTs/ Floppy disks, Pen drives
- Batteries for UPS & Batteries for Laptop.
- UTP/Fibre network cable, I/O point, Patch chord, CAT-6 cabling till switch, Jack panel, any other active/passive device for extending LAN other than those specifically covered in scope.

All other items other than those explicitly mentioned above shall be covered under the comprehensive Maintenance Support Services. **This includes plastic parts, power adapter of printer/laptop/scanner, fuser assembly, Tray of the laser printer, Maintenance kit of laser printer.**

Furthermore, the retrieval of Data from a crashed Hard disk of PC/Laptop is fully excluded from the scope of this contract.



SPECIAL CONDITIONS OF CONTRACT (SCC)

PART- B



1. 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 Brahma Putra 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 Brahma Putra 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.

2. 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
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a	Minimum wage	Minimum wages as notified by Central Government or State Government from time to time (whichever is higher).
b	PF Contribution including EDLI & Administrative Charges	13.36% of wage
c	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act 1923 & Employee's Compensation Act, 2010.	4.75% of minimum wage in case of ESI is applicable for the cost of Insurance coverage obtained under Employee's Compensation Act 1923. At present ESI is not implemented at BCPL. Till then contractor has to arrange suitable Workmen / Employee Compensation Insurance policy and submit the copy to BCPL for reimbursement at actuals.
d	Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015	Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015, i.e Rs7000/- or minimum wages whichever is higher
e	Leave wages	04 National Holidays per year, 07 Festival Holidays per year and Annual leave with wages as per factory Act, 1948 i.e. 01 day Paid Leave for every 20 days work performed.
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	As per applicable rates
h	Maternity benefit to women contractor under Maternity Benefit Act 1961 where ESI Act 1948 is not applicable.	As per Maternity Benefit Act 1961 and amendment 2016.

- 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** 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.

- 2.4 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, leave wages and other benefits to be given to workmen as per Act / laws.
- 2.5 The contractor has to consider 04 nos. of paid National Holidays per year, 07 nos. paid Festival Holidays per year and Annual Leave with wages as per factory Act, 1948 i.e. 01 day Paid Leave for every 20 days work performed.
- 2.6 The Contractor shall ensure compulsory Health Check-up of the individual deployed manpower once in a year. Record to be submitted to EIC after its completion.
- 2.7 The contractor has to ensure deposit of PF contribution @ 12 % of Employee's contribution and 13.36 % of employer's contribution.
- 2.8 Bidders are advised in their own interest to visit office/site and ascertain the conditions and quantum of work before quoting.
- 2.9 Bidder should take care of service tax (if applicable) while quoting rates and should separately indicate rate of service tax to be charged.
- 2.10 The services not provided during the quarter against each category shall be recovered proportionately on pro-rata basis for particular category from the quarterly bills of the contractor.
- 2.11 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.
- 2.12 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.
- 2.13 Every women worker shall get Maternity Benefit as per the provision of the Maternity Act. 1961 and as amended from time to time. Under 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 payment on this account to either



Contractor or the workmen employed by the Contractor into account while quoting. BCPL will have no responsibilities to make any additional

- 2.14 Annual Leave wages shall be allowed to workman as per the provisions of the Factories Act-1948 and rules made thereunder.
- 2.15 Contractor shall pay bonus to their respective contract workers as per the Payment of Bonus Act-1965 and Payment of Bonus (Amendment) Act. 2015.
- 2.16 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 quarterly RA bill/s.
- 2.17 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.

3 DUTIES & RESPONSIBILITY OF CONTRACTOR :

- 3.0 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.
- 3.1 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.
- 3.2 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.
- 3.3 Contractor has to designate a representative to review and substantiate the statutory compliance of PF, ESI, Service Tax as applicable and payments to workers, deployment of manpower as per the instruction of EIC, Health check-up of their employees on yearly basis etc.
- 3.4 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 (30 days basis including 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.

3.5 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.

3.6 Contractor shall be responsible for proper Industrial Helmet and safety shoes for the personnel deputed while on duty.

If the contractor does not provide the Kits & Liveries and other required Personal Protective Equipment, Brahmaputra Cracker and Polymer Limited reserves the right to provide the required Kits & Liveries and other required Personal Protective Equipment, 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 safety shoe shall have guarantee of minimum one year, however in case of damage to the shoe replacement to be done at the cost of 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.

3.7 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 authorisation 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.

3.8 The CONTRACTOR shall ensure that all persons are provided with the protective cotton clothing like the helmets, safety shoes, etc. and all the safety equipment 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.

3.9 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.

3.10 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.

- 3.11** 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.
- 3.12** 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.
- 3.13** 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.

- 3.14** 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 ad shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employee' 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.

- 3.15** 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.

- 3.16** 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 quarterly bills.



- 3.17 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.
- 3.18 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 after issuing of letter of intent.
- 3.19 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.
- 3.20 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.
- 3.21 The CONTRACTOR and his resources have to be familiar to work in the Fertiliser / Hydrocarbon / LPG / Petrochemicals / Chemical industry or Refinery.
- 3.22 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.
- 3.23 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.
- 3.24 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.
- 3.25 All the personnel deputed shall undergo a *medical check-up* (twice in a year) from a recognised 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 six 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, Brahma Putra 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.
- 3.26 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.



- 3.27 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
- 3.28 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.
- 3.29 Contractor shall ensure regular and effective supervision of personnel deployed by him at BCPL for undertaking the contractual obligations.
- 3.30 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.
- 3.31 Contractor shall deploy qualified and experienced personnel to discharge the contractual obligations effectively.
- 3.32 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.

3.37 Other Guidelines:

- a) 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.
- b) 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.
- c) 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
- d) 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.
- e) 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.



3.38 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.

3.39 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.

3.40 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.

3.41 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.

3.42 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, Brahma Putra 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.

3.43 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, Brahma Putra 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.
- 3.44** 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.
- 3.45** 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.
- 3.46** 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.
- 3.47** The Contractor shall ensure execution of the work as per Scope of Work & submit documentary evidence.
- 3.48** 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.
- 3.49** 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.
- 3.50** 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.
- 3.51** 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 Brahma Putra Cracker and Polymer Limited, at Lepetkata, Duliajan & Lalmati.
- 3.52** 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 Brahma Putra Cracker and Polymer Limited.
- 3.53** 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.

3.55 HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

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).

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

- a) 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.
- b) 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.
- c) 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.
- d) Non-conformance of 'HSE' by Contractor 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.
- e) 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.
- f) 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.
- g) Contractor shall ensure that all their staffs and workers 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.

- h) Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- i) All equipment should be tested and certified for its capacity before use.
- j) 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.
- k) 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.
- l) 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.

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

4.0 INDEMNITY AGREEMENT:

- (a) Contractor agrees to protect, defend, indemnify and hold BRAHMAPUTRA CRACKER AND POLYMER LIMITED harmless from and against all claims, demands and causes of action, liabilities, expenses costs, lines, rights in term and judgment of every kind and character without limit which may arise in favour of Contractor's Employees, agents, subordinates or their employees or third parties on account of bodily injury or death or damage to personal property as a result of the operation contemplated hereby, regardless of whether said claims, demands or causes of actions out of the negligence or otherwise in whole or in part, un-seaworthiness or other fault, including pre-existent conditions or



commission its Contractor (Other than Contractor) Sub-contractor, Partners, Joint ventures, employees or agents.

- (b) BRAHMAPUTRA CRACKER AND POLYMER LIMITED agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims suits, demands and cause of action liabilities, expenses, costs, lines, rights in term and judgment of every kind and character without limit, which may arise in favour of commission, its Employees Agents, Contractors, (other than contractor) and sub-contractors or their employees on account of bodily injury, death or damage to personal property as a result of the operations contemplate hereby and caused by any act of BRAHMAPUTRA CRACKER AND POLYMER LIMITED unless the said claimed demands or causes or action rise out of negligent of otherwise in whole or in part or other fault, including pre-existing conditions of Contractor, its Sub-Contractor Partners, Joint ventures, Employees or Agents.

5.0 SIGNING OF CONTRACT AGREEMENT

- 5.1** Successful bidder will execute an Agreement on a non-judicial stamp paper of the requisite value (as per the stamp act) at its own cost within a period of 07 days from the date of the issue of letter of intent/work order.

The contractor shall keep BRAHMAPUTRA CRACKER AND POLYMER LIMITED harmless and indemnified against any claim, demand, actions, suits, proceedings and judgments for all liabilities, costs, losses, damages or expenses incidental to or in connection herewith which may be made or brought out against BRAHMAPUTRA CRACKER AND POLYMER LIMITED whether by the contractor or its employee(s), agents, successor(s) or assigns or by the third party or any person for the discharge of its obligations under the contract and further defend BRAHMAPUTRA CRACKER AND POLYMER LIMITED from any litigation involving BRAHMAPUTRA CRACKER AND POLYMER LIMITED from any party including Central or State Government, under the contract.

6.0 PERIOD OF CONTRACT AND CONTRACT VALUE:

- 6.1** The contract will be initially for a period of twenty-four months (24 months) from the date of award of order and can be further extended by six months at the same rate terms and conditions. During the currency / progress of the contract at any point of time, if the contractor performance is not found satisfactory enforcing termination Clause can terminate the contract.
- 6.2** The value of contract shall be in accordance with the schedule of rate and schedule of quantities. However, actual work may vary depending upon the requirement by Engineer I-Charge or site In-charge. Minimum value of work is not guaranteed.



7.0 ALTERATION IN WORK SCHEDULE

If any time after commencement of work, BRAHMAPUTRA CRACKER AND POLYMER LIMITED for any reason whatsoever does not require the whole or part thereof as specified in the tender document to be carried out, the Engineer in-Charge of the work centre shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantages which he might have derived from the execution of work in full but which he did not derive in consequence of the full amount of the work not having been carried out. Contractor shall not have any claim for compensation by any reason of any alterations having been made in the original specifications, and instructions, which shall involve any curtailment of the work, originally contemplated.

8.0 SUBLETTING & ASSIGNMENT:

The contractor shall not, without previous consent, in writing of BRAHMAPUTRA CRACKER AND POLYMER LIMITED, sublet, transfer or assign the contract or any part thereof or interest therein benefit or advantages thereof in any manner whatsoever to any other party. Any such assignment/subletting shall not absolve the contractor from all or any obligations duties and responsibilities under the contract. In case of subletting without permission, the contract can be terminated forthwith.

9.0 TERMINATION

- (a). Notwithstanding anything contained elsewhere, the BRAHMAPUTRA CRACKER AND POLYMER LIMITED may at any time at its option terminate the contract after giving 15 days' notice in writing to the contractor without assigning any reasons upon such termination the BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have the right to remove the contractors material from the work site and contractor shall be paid price of work satisfactorily completed till then, in accordance with the provision of contract.
- (b). *Termination for unsatisfactory performances:* If BRAHMAPUTRA CRACKER AND POLYMER LIMITED considers that performances of the contract are unsatisfactory or not up to the expected standard, the BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall notify the contractor in writing and may specify in details the cause of its dissatisfaction. The BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have the option to terminate this agreement if the contractor fails to comply with the requisition contained therein the said written notice issued by the BRAHMAPUTRA CRACKER AND POLYMER LIMITED to the contractor within 10 days of the receipt thereof by the contractor.
- (c) Bidders are required to furnish the complete and correct information/documents required for evaluation of their bids. If the information/documents forming basis of evaluation is



found to be false/forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

- (d) In case, the information/document furnished by the contractor forming basis of evaluation of his bid is found to be false/forged after the award of the contract, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to BRAHMAPUTRA CRACKER AND POLYMER LIMITED under the contract such as forfeiture of Security Deposit, withholding of payments etc.
- (e) In case the issue of submission of false document comes to the notice after execution of the work, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor.

Further, such contractor/bidder shall be blacklisted for future business with BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

10.0 CONTRACTOR PERFORMANCE GUARANTEE/ SECURITY DEPOSIT / DEFECT LIABILITY PERIOD, ABNORMALLY HIGH UNIT RATE ITEM

10.1 Contract or Performance Guarantee:

The contractor has to furnish CPG / Security Deposit in acceptable format to BRAHMAPUTRA CRACKER AND POLYMER LIMITED for 7.5% of annualized contract value within 15 days from the award of contract as per the GCC Clause No-24

10.2 Defect Liability Period:

Defect Liability Period shall be six months from the date of completion of entire contract. The Security Deposit shall be released after successful completion of Contract Period and Defect Liability Period.

10.3 Abnormally High unit Rate Items:

“In items rate contract where the quoted rates for the items executed 50% of the owners/ estimated rates, such items will be considered as abnormally high rates items and payment of AHR items beyond the SOR stipulated quantities shall be made at the least of the following rates:

1. Rates as per SOR, quoted by the contractor.
2. Rate of the item, which shall be derived as follows:
 - a. Based on rates of machine and labour as available from the contract (Which includes contractor's supervision, profit, overheads and other expenses).



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

11. INCORPORATION CLAUSE

BRAHMAPUTRA CRACKER AND POLYMER LIMITED can incorporate any condition later on also, which is not envisaged herein at the time of agreement, and can be of sole interest/ advantage to BRAHMAPUTRA CRACKER AND POLYMER LIMITED. Interpretation of terms and conditions of this document as confirmed by BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall be final and binding on the contractor.

12. ACCOMMODATION & TRANSPORTATION

The contractor will make his own arrangements for accommodation, food, and transportation etc of the personnel deployed by him at all the worksites.

13. INSURANCE

The contractor shall provide necessary insurance coverage to his men and materials. The **Brahmaputra Cracker and Polymer Limited** shall not be liable to any claim for accident/ loss during execution of work. The relevant document shall be submitted before commencement of work.

14. COMPLETION CERTIFICATE & FINAL BILL:-

- a) The Engineer-in-charge shall normally issue to the contractor, the completion certificate within one month after receiving an application thereof from the contractor after verifying from the completion documents and satisfying himself that the work has been completed in all respect in accordance with the instructions, specifications of the contract documents.
- b) The contractor after obtaining the completion certificate is eligible to present the final bill for the work executed by him. The final bill shall be prepared on the basis of the final measurements entered in the measurement book/sheets. The final bill shall be prepared in the prescribed proforma with reference to total work covered by the contract, such bill to be drawn up by applying the applicable rates, specified in the schedule or rates to the relative measured quantities. The final bill shall also include all additional claims of the contractor and will be considered as conclusive.

15.0 FINAL CERTIFICATE:

- a) Within fifteen days of the contractor's application after the expiry of the period of defect liability provided in the contract, the Engineer-in-charge shall issue final certificate to the contractor certifying that the contractor has performed his obligations in respect of the defect liability period and until, issue of such final certificate, the contractor shall be deemed not to have performed such liabilities notwithstanding issue of the completion certificate or payment of the final bill by BRAHMAPUTRA CRACKER AND POLYMER LIMITED.



16.0 STATUTORY COMPLIANCE UNDER LABOUR & INDUSTRIAL LAW

- a. It shall be the sole liability of the Contractor (including the Contracting Firm/Company) to obtain and to abide by all necessary licenses/ permissions from the concerned authorities as provided under the various Labour Legislations
- b. The Contractor/Contracting Firm shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund and Miscellaneous Payment Act 1952, Employees State Insurance (ESI) Act, 1948, Contract Labour (Regulations & Abolition) act, 1970, Inter-State Migrant Workmen (Regulation of employment & Conditions of Service) Act, 1979, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employees Compensation Act 2010 (Previously known as Workmen's Compensation Act, 1923), Payment of Bonus Act, 1965 and any other relevant Acts, Rules & Regulations enforced from time to time. In the area which is not covered under ESI Act, Contractor / Contracting Firm should cover its personnel engaged to execute the work under Employee's Compensation Act, 1923 and obtain equivalent medical insurance.
- c. It is made clear that the Contractor shall have a separate PF code number with Regional Provident Fund Commissioner & ESI code allotted by the concerned Authorities & ensure coverage of the persons employed under the Contract. It is also recommended that the contractor should obtain a sub-code under EPFO, Tinsukia and deposit the contributions of the workmen / employees in EPFO Tinsukia. The Contractor/Contracting Firm shall be responsible for required contributions towards P.F., 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. Contractor shall submit the proof of depositing the employee's and employer's contributions along with quarterly bill. The documents for proof shall be ECR Mandate, Confirmation Slip, and acknowledgement slip along with the quarterly bills.
- d. The contractor is responsible for obtaining the labour licence under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Regional Labour Commissioner (Central), Ministry of Labour, Government of India, Dibrugarh.
- e. *The Contractor should produce necessary EPF & ESIC code before commencement of the work.* 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. In case of placement of order, the bidder should furnish necessary valid Employees Provident Fund (EPF) registration certificate & ESIC registration certificate in the name of the contractor's firm DULY NOTARIZED BY NOTARY PUBLIC before commencement/mobilization of work/contract.
- f. If workmen who are not covered under ESI Act, the contractor should take appropriate Workmen / Employee Compensation Insurance policy and submit the copy to



BRAHMAPUTRA CRACKER AND POLYMER LIMITED (India) Limited. *NO DEVIATION IS ALLOWED IN THIS REGARD.*

- g. The Contractor / Contracting Firm shall be solely responsible for the payment of wages and other dues to the persons deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the dispute relating to the dues and employment of personnel deployed by him.
- h. The Contractor shall be solely responsible for disbursement / payment of wages and allowance to his personnel / salaries latest by 7th day of the subsequent month that might become applicable under any new act or order of the Government. BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall no liability, whatsoever, in this regard. Disbursement of wages must be witnessed by the principal employer.
- i. The contractor shall ensure to obtain Employees Compensation Policy covering the risks of the accident at the workplace and injury sustained out of in course of and out of employment in respect of personnel deployed by the contractor as per Employees Compensation Act 2010 and rules framed there under.
- j. If due to any reason whatsoever, BRAHMAPUTRA CRACKER AND POLYMER LIMITED is made liable to meet any obligation to pay the contribution towards PF/ESI or any other statutory payment, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall be at liberty to recover such amount by deducting it from the 'Security Deposit / Contract Performance Security' or from any sum due to the Contractor whether under this Contract or otherwise.
- k. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BRAHMAPUTRA CRACKER AND POLYMER LIMITED from such liabilities.
- l. No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BRAHMAPUTRA CRACKER AND POLYMER LIMITED may terminate the contract.
- m. The Contractor/Contracting Firm shall indemnify the Company against all charges, dues, claims, losses or damages, if any, caused to it on account of acts of the personnel deployed by him. The contractor shall indemnify Brahma Putra Cracker and Polymer Limited against losses or damages if any, caused to it on accounts of acts of the personnel deployed by him for execution of the contract.



- n. The Contractor/Contracting Firm shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- o. The contractor is required to maintain records and registers as required under different laws under clause 3.32 and also any other required under the law.
- p. Contractor shall deploy adequate number of qualified and experienced personnel to discharge the contract obligations effectively. If any shortcoming noted then PRS shall be two times the actual rate.
- q. The Contractor shall not deploy any person below "eighteen [18] years" of age for executing this contract.
- r. The persons to be deployed should be on rolls of the contractor/contracting firm. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorised representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from Brahmaputra Cracker and Polymer Limited under the relevant rules.
- s. All statutory provisions are to be paid to the contract employee as per statutory requirement irrespective of the price quoted by the contractor. If the quoted rate is found less than the minimum rate as per statutory requirement then the tender is liable to be rejected.



SCOPE OF WORK & TECHNICAL DETAILS



INDEX

SL. No	SECTION	DESCRIPTION
1	2.0	COMPREHENSIVE MAINTENANCE SUPPORT SERVICES (MSS)
2	2.1	FACILITY MANAGEMENT SERVICES (FMS)
3	2.2	STANDBY / SUBSTITUTE OF HARDWARE, NOT REPAIRABLE AT SITES
4	2.3	ESSENTIAL STOCK TO BE KEPT AT SITES
5	2.4	RESIDENT SERVICE ENGINEERS & SUPPORT STAFF AT SITES
6	2.5	SERVICE DESK MANAGEMENT
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10	2.9	DEMOBILISATION
11	2.10	OBSOLESCENCE OF EQUIPMENTS
12	2.11	LIST OF ANNEXURES Annexure – A : Format for Preventive Maintenance Report. Annexure – B : Format for Compliance Confirmation by the Bidder. Annexure – C : Profile of Contractor Technical Resources. Annexure – D : List of BCPL Locations and Address. Annexure – E : List of Bidder's establishment Annexure – F : Tentative Location wise Distribution of the IT Assets



BRIEF

The enterprise-wide contract shall cover the various equipment for comprehensive Maintenance Support Services (MSS) & Facility Management Services (FMS) for installed PCs, Printers, UPS & other associated Peripherals and Networking devices during the Contract period.

Details of installed PCs & Peripherals and Networking Equipment across BCPL are given at **Table - A & Table -B** of SOR.

COMPREHENSIVE MAINTENANCE SUPPORT SERVICES (MSS)

This involves comprehensive maintenance and repair of all IT Hardware covered under the contract, including replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spares etc. to make the system operational. This will include all kind of breakdown maintenance and preventive maintenance. The breakdown could be for any reason, whatsoever. The details of the maintenance services in respect of Network devices and Desktops are given elsewhere in this document.

FACILITY MANAGEMENT SERVICES (FMS):

The services under FMS comprise of Network & Link Management Services, Desktop Management Services, Virus protection services, Vendor management services and other related services. The details of each of the services are given elsewhere in this document.

2.0 COMPREHENSIVE MAINTENANCE SUPPORT SERVICES (MSS)

2.0.1 IT SETUP IN BCPL

BCPL has its offices at Lepetkata, Lakwa, Duliajan and Guwahati with approx. 600 employees. All of these locations are having internal LAN connected through UTP Cable/OFC and ISP connectivity for Internet access.

BCPL's Primary Data Center (DC) hosting applications/services such as Intranet, Email, SAP, Active Directory (AD), Internet etc. is operational at Lepetkata and Disaster Recovery Center (DR) will be setup shortly at Noida.

BCPL IT setup includes, Microsoft Windows based Active Directory (AD) consisting of different Organization Units (OU) and Sub-OUTs catering to approx. 600 users, 600 computers spread across various locations. Desktop computers dynamically pick the IP address from DHCP servers which are hosted on DC along with the internal Domain Name Server (DNS).

Enterprise-wide MacAfee Antivirus solution is implemented in BCPL. Also, Roll-Out of the latest applicable patches (MS Office, Windows, Internet Explorer, Windows Media etc.) on to the desktops wherever applicable in BCPL, is also the part of the scope.

2.0.2 LOCAL AREA NETWORK & WIDE AREA NETWORK



Integrated Local Area Networks (LAN) infrastructure are available at all locations comprising of Fiber optic(Single mode & Multi mode), UTP CAT-5 / CAT-6 cable based structured cabling, Layer-2 / Layer-3 Switches meant to provide connectivity between different types of Servers, PCs, Work stations, peripherals, associated UPS Systems etc.

The indicative list of Networking Equipment installed all across BCPL locations has been mentioned in **Table -A & Table -B** of SOR. The scope of work shall be as mentioned below, but not limited to this, as it is the prime responsibility of the Contractor to make the Systems fully operational:-

The Contractor shall diagnose and carry out comprehensive maintenance of the Layer -2 Switches, Layer-3 Switches etc mentioned in **Table -A & Table -B** of SOR. Replacement of Passive components, including I/O Boxes, UTP Cables, Jack Panels, connectors, Patch cords (UTP & Fiber) etc are explicitly outside the scope of this contract, except to the extent covered under supply as per **Table- F** of SOR.

The Contractor shall also maintain all the detailed logs of faults & history records of all the networking equipment covered under **Table -A & Table -B** of SOR.

The contractor shall diagnose / identify UTP cable faults due to any reason and communicate the same to the EIC. For this purpose, appropriate cable testing / certification equipment has to be arranged & used by the Contractor.

At various existing locations, contractor can be asked to lay fresh LAN cables on the basis of SOR rates offered under **Table – F** of SOR. This shall comprise of:

Supply, Installation & laying of UTP CAT-6 cable of SYSTIMAX / AMP/D-Link/i-Ball make with proper termination at both ends. On the PC end, an I/O with SMB shall be mounted. The LAN cable shall be laid through ISI approved PVC casing n capping of 1” diameter. The payment for any new node installed at BCPL shall be made along with quarterly bill on the basis of actual quantity of LAN cable & other accessories used, duly certified by engineer-in-charge.

2.0.3 PCs, PRINTERS, UPS & PERIPHERALS

2.0.3.1 The comprehensive MSS charges quoted under this contract shall be inclusive of supply replacement of all defective components / modules / units / cards / parts / cords etc. All plastic parts, fuser assembly, Maintenance kit of laser printer, breakdown due to power conditions, rodents etc. shall be covered under the contract. The contractor has to make good all such problems. The scope of work shall be as below, but not limited to this, as it is the responsibility of the contractor to make the system fully operational. Any physical damage caused to PC/printer/scanner/UPS due to shipping or otherwise on account of BCPL is excluded from scope of this contract.

- (a) Diagnose defects; undertake repair / rectification of defects and to carry out on call, corrective, preventive and breakdown maintenance services to set right the reported malfunctioning of the systems. This includes replacement of all defective /



unserviceable parts of Systems / Peripherals etc. like CPU, Mother board, RAM, Hard disk, Key board, Mouse, monitor, Laser Tubes, Fuser assembly of Laser Printers, Fan, Power supply, Adapter, PC & Printer interface cables etc.

- (b) After repair, the Contractor shall bring the machine to its satisfactory & acceptable working condition. Sub-standard / repaired Spare parts in lieu of irreparable components will not be accepted as a spare parts replacement.
- (c) Contractor shall ensure that all the PCs are configured for auto updating of the VIRUS signature from a central server (provided by BCPL) having the latest active VIRUS definitions at respective locations.
- (d) The Contractor shall make his own arrangements for bringing the spare parts, tools & testing equipment for providing the services. The Contractor shall maintain sufficient inventory of frequently required OEM / OEM certified / genuine spare parts like Motherboard, CPU, RAM, CD Drive, Power supply, Hard disks, Keyboard, Monitors, Mouse, Adapter, Fuser Assembly, various cables, connectors and other spare parts of Networking devices etc., to ensure fulfilment of SLR. However, BCPL will extend the facility of storage of these items under lock & key, at the risk of the Contractor at major office / plant locations.
- (e) The Contractor shall ensure uninterrupted availability of OEM / OEM certified / genuine spare parts of PCs, Printers, Scanners, UPS & other Peripherals. Contractor must be having sufficient expertise & required resources available for prompt maintaining / servicing / repairing of PCs & Peripherals.
- (f) If any System / Sub-system give repeated / recurring problems, resulting in recurring failure of the System then the system shall be immediately replaced by the Contractor with same make & similar or higher model / configuration System, acceptable to Engineer-In-charges. Re-furbished hardware in good working condition will also be acceptable.
- (g) The contractor shall maintain device drivers, Patches, Registry maintenance tools and any other required software tools and utilities on Service Desk at Lepetkata for making it available on LAN across all BCPL locations.
- (h) Replacement of UPS's batteries and Printer's cartridges will be in scope of contractor. Such batteries & cartridges shall be provided by BCPL.

2.0.4 PREVENTIVE MAINTENANCE (PM)

- (a) The Contractor shall ensure that the following hardware namely: **Switch & Network UPS of rating > 1 KVA only** covered in this contract are attended for Preventive Maintenance (PM) and are cleaned during the preventive maintenance. Any UPS which powers Routers/Switches will be called as network UPS. All other assets are exempted from PM. The PM shall be carried out on yearly basis. Accordingly PM is to be carried out during 3rd and 7th quarter of the contract.



- (b) The Contractor shall follow a strict preventive maintenance schedule, which must be carried out for the identified assets. The contractor must maintain a datasheet which will contain the configuration of such asset and dates of completion of various preventive maintenance activities carried out by Contractor.
- (c) The Contractor shall carry out Preventive Maintenance as per check list format provided by IT department.
- (d) All tools/tackles/cleaning agent/material for PM activity will be arranged by the Contractor.

2.0.5 BREAKDOWN MAINTENANCE

- (a) The Contractor will carry out breakdown maintenance by visiting the installation, whenever there is a requirement. These visits for breakdown maintenance will be independent of the visits for Preventive Maintenance. However, when breakdown maintenance becomes necessary, there may not be any separate visit required for scheduled preventive maintenance, provided Preventive maintenance is also carried out by the Contractor's service engineer during the visit.
- (b) After carrying out corrective/preventive Maintenance, the Contractor service engineer will meet / communicate to concerned user of the System / Sub-system about the visit and will get service call report signed by the user/EIC, after demonstrating its operational working condition.
- (c) All plastic parts, fuser assembly of laser printer, Adapter, breakdowns due to power conditions, rodents etc. are covered under the contract. The contractor has to make good all such problems.
- (d) The contractor cannot take any exclusion, except the items mentioned in the exclusion clause 1.14.
- (e) Corrective maintenance has to be carried out by contractor as and when required. Maximum time allowed between faults reported and fault attended / repaired for a particular equipment shall be as per clause 1.10 for 'Resolution time'.

2.0.6 ONE TIME MAINTENANCE CHARGES

- a. The Contractor shall inspect all the Hardware covered under SOR & submit detailed Hardware status, Configuration & inspection report of all Systems / Peripherals. Inspection report so generated at various sites shall be signed both by the Contractor & Engineer-In-charge's (EIC) before start of the contract. All the non-operational Systems will be identified by the contractor and report shall be submitted to EIC.
- b. In case no such report is made available by the Contractor to the Engineer-In-charge's (EIC) within a period of 30 days from the issue of FOI it will be presumed that all the Hardware / Software at the respective sites are working fine and shall be deemed to be covered under the scope of the Contract from the date of signing the contract. BCPL will



- refuse to honor any further claims what-so-ever made by the Contractor beyond this period in this regard.
- c. In case of non-operational Hardware, identified during the joint inspection at respective sites, Contractor shall quote one time lump-sum maintenance charges as repair cost.
 - d. “One Time Maintenance Charges” (OTMC) for making the identified faulty Hardware functional. Contractor shall provide a list of spare parts along with their part nos., required for making system operational along with the actual repair / replacement costs of parts for each of such identified hardware.
 - e. One time Maintenance charges will also be applicable during the execution of the contract in case of damage of IT Assets at any site due to Riots, Earthquake, Fire, Flood, Lightening or any other natural physical disaster.
 - f. In case BCPL decides to carry out all such onetime repair through the Contractor at any / all locations, the agreed maintenance / repair charges under OTMC will be paid along with next Quarterly bill. Such charges shall be paid subject to the completion of the repairs by the Contractor and due certification by EIC. The decision of BCPL in this regard shall be final and binding on the Contractor.
 - g. Subsequent to satisfactory repair and acceptance by BCPL, the repaired unit shall be covered for FMS & MSS as per unit rates agreed under the contract.

2.1 FACILITY MANAGEMENT SERVICES (FMS):

Facility Management Services for IT Infrastructure shall include total Desktop / Laptop Management Services, Network & Communication Link Management Services.

Following Facility Management Services (FMS) shall be provided by the Contractor at all locations under the scope of the Contract:-

2.1.1 DESKTOP, LAPTOP & PERIPHERALS MANAGEMENT SERVICES

Facility Management Services shall be provided by the Contractor for all the Installed PCs / Peripherals at respective sites, including the following as mentioned below along with all other actions, which are necessary for optimum utilization of the PCs.

Contractor should note that some of the Desktop / Laptop PCs & Peripherals systems are currently under Comprehensive Warranty support upto different point of time with respective Vendors of the Systems. During the Warranty period, only FMS services, as indicated below, shall be covered under the scope of the Contractor. However, after expiry of Warranty period, these Computer systems & other associated Peripherals will also be covered & included for Maintenance Support Services at respective sites.

Following services are covered under FMS:-

- a) Maintaining & installing Operating System, disconnection and reconnection of Desktops,



Laptops, Printers, Scanners and other peripherals as and when required. In addition to this, installation, updation, removal and support for SAP GUI, office automation or any other such client related software packages either automatically through a system (login scripts) or manually visiting each device is to be carried out by the Contractor. Contractor has to provide other miscellaneous services such as relocation of Systems, adding / removing accessories, attachment or other devices/ peripherals.

- b) Maintaining record of all installed machines, movement of machines within site, changes and configuration of machines.
- c) Configuring of printer Server and resolving all printing problems of Users.
- d) Downloading from internet and loading of drivers of peripherals, as & when required.
- e) Installing, reloading, reconfiguring of any desktop client machine for MS office, mail clients, Internet explorer, Intranet, Internet etc., as and when required, under MS Exchange environment.
- f) Configuration / reconfiguration of client machines to ensure optimum network connectivity and application/service availability to all Users.
- g) Re-establishing the network connectivity and application/services availability after any hardware / software failure.
- h) Regular check-up and cleaning of registry to protect the PCs against the Viruses / Worms. BCPL will provide Antivirus tool for diagnosing & rectifying any virus problems by the contractor.
- i) Providing basic operational support to Video Conferencing systems, as and when required. The EIC will train the contractor resource for Video Conferencing operational support.
- j) All software like Operating system, device drivers, installations disks, licensed software etc. will be arranged by EIC.

2.1.2 NETWORK & COMMUNICATION LINK MANAGEMENT SERVICES

Network & Link Management Services shall cover the LAN Infrastructure & Internet links across BCPL. This shall include following activities to be done along with any other activities required to be done, for optimum utilization of Networks and ensuring the availability of services :-

- a) Daily monitoring of LAN, Internet links, Services, using the System Software(provided by BCPL if any), including all the active Network components & Link etc., troubleshooting and reporting the status to Engineer-In-charge as per formats decided by BCPL.
- b) Configuration / Reconfiguration of Layer-2 Switches, Layer-3 Switches etc. Keep the back



up of latest configuration of Network devices and maintaining Documentation of all updates.

- c) To provide troubleshooting, diagnosis and escalating the calls to concerned vendors and to the technical backend team in case hardware or configuration related problems occur and maintain database for the same for future reference.
- d) Update firmware / IOS of the switches whenever applicable.
- e) Provide services for link / device augmentation / deletion, relocation, connection / disconnection etc., as and when required.

2.1.3 VENDOR MANAGEMENT SERVICES

Vendor Management Services will be provided covering all IT vendors and service providers of BCPL for Desktop PCs & peripherals, Networking equipment, Internet links. Following shall be covered under Vendor Management Services.

- a) Maintaining database of the various vendors, service providers, supply vendors for hardware under warranty, service provider for leased lines etc. with details like contact person, telephone numbers, e-mail address, escalation matrix etc. The updated list will be provided by the EIC from time to time. Only basic operational support is expected from the Vendor.
- b) Logging calls with vendors and service providers.
- c) Coordinating with the vendors and service providers to get the problems resolved.
- d) Escalating problems to EIC.

2.2 STANDBY / SUBSTITUTE OF HARDWARE, NOT REPAIRABLE AT SITES

2.2.1 In case, it is not possible to repair a faulty System / Sub-system / Peripheral at sites and has to be taken out from BCPL's office for repair / fault rectification, gate pass will be issued to allow the movement and removal of such system from BCPL's premises. The Gate Pass shall bear details like Make, Model, S.No., Qty. etc of the System / Sub-System/ Peripheral, being taken out which shall be re-verified by Engineer-In-charge's (EIC) on the return of the same by the Contractor. In case of delay of repaired systems' return beyond a maximum period of 30 days, Non-Performance deduction as per clause no. 1.11.2(3) shall be made from the quarterly bill of the contractor.

2.2.2 In case standby equipment have been provided in place of non-operational BCPL equipment for the period more than one week, additional similar standby equipment in good working condition shall be replenished by the contractor to maintain the agreed standby stock quantity at respective sites.

2.2.3 The packaging / un-packaging, transportation, loading / unloading, connection / disconnection, configuration / re-configuration and any associated activity with the repair



and maintenance shall be the sole responsibility of the Contractor, under scope of contract.

- 2.2.4** Contractor shall provide a consolidated monthly report of such systems / sub-systems to Engineer-In-Charge which have been taken out and brought back to BCPL, after repairs.
- 2.2.5** The Contractor shall immediately provide good & working replacement for such systems which have been removed from BCPL premises for repair, to maintain systems uptime as per SLR. The replacement provided by the contractor shall either be similar or higher in configuration.
- 2.2.6** In case, the contractor is not able to return the original equipment after successful repair within a period of maximum one month, the contractor shall immediately supply the new substitute of the same make with equivalent or higher specifications as a permanent replacement. However, in case of discontinuation of same make / model equipment and / or non-availability of spare parts, an equivalent make / model substitute/re-furbished model can be supplied, acceptable to the EIC as a permanent replacement. The substitute shall become the property of BCPL. Failure in delivery of permanent replacement within a period of maximum one month will attract non-performance deduction, as per clause mentioned in the document.
- 2.2.7** The contractor shall provide ink cartridges / toner cartridges / Printer Head for the standby printers in case the models supplied are other than those available at the affected location, till original BCPL's printers are repaired / restored after satisfactory repairs.
- 2.2.8** In case of a Hard Disk failure, if the contractor is not able to repair the same and is required to provide a new Hard Disk then contractor will return defective Hard Disk, as well.
- 2.2.9** If Contractor upgrades any equipment due to non-availability of spare parts, there will be no payment by BCPL for such up-gradation. Successful bidder may, if required, with no additional charge to BCPL, make modifications to improve the operation and/or reliability of the equipment being serviced under this contract agreement after obtaining written approval of BCPL. However, there shall be proper evidence produced by the vendor to BCPL to make a statement that the replacement is superior to the older (replaced) item in all means and all efforts are to be made by the vendor to replace the item with the same OEM with the same or enhanced capabilities.

2.3 ESSENTIAL STOCK TO BE KEPT AT SITE

The Contractor shall at his own cost maintain spares, components, cables, connectors and stock of complete units to be used as standby to fulfil the SLR. This shall be applicable for Resident Service Engineers (RSE) deployed sites only.

No Form-31 / Road Permit will be provided by BCPL for transporting & storing such stock at sites.

2.3.1 STOCK OF STANDY EQUIPMENTS AT SITES



- (a) The BCPL EIC will ensure that the contractor is provided with adequate secure storage space under lock & key. EIC shall inspect the stock before the commencement of the contract and may carry out the inspection from time-to-time so as to ensure that proper stock levels are being maintained / replenished by the Contractor. The standby stocks shall be returned to the Contractor at the end of the contract. Hence, all the records shall be kept by the Contractor so that the spares/standby can be returned back accordingly to the Contractor at the end of the contract.
- (b) Apart from keeping spares inventory at all the RSE deployed sites, the contractor shall also maintain stock of Desktop PC (Full boxes), B&W Laser printer and low end UPS (less than 1 KVA) at RSE deployed sites. This shall be @2% of each category of equipment (ie. Desktop PC, B&W Laser printer and low end UPS) covered under MSS at respective RSE deployed sites. In case it is in fraction the nearest higher number is to be taken. However, if the 2% stock value comes to more than 5 numbers for any category of equipment (ie. Desktop PC, B&W Laser printer, low end UPS) at a location then the standby stock shall be restricted to maximum 5 numbers for that category of equipment. Minimum one Desktop PC (Full box) and one low end UPS (less than 1 KVA) shall be provided at each of the RSE deployed sites.
- (c) In Addition, Contractor shall provide critical Networking equipment, such as Switches as standby (one Switch) at following locations:- **Lepetkata, Lakwa, Duliajan**
- (d) In case of Desktop PC, B&W Laser printer, low end UPS and Networking devices the standby should be of the same / similar / OEM make & similar / higher model as in use at the site. BCPL will prefer but not insist for same make/model as in use at the site.
- (e) At all RSE deployed sites, Contractor shall arrange for requisite tools for their service engineers for effectively and efficiently taking up maintenance of the machines. Some of the essential tools to be provided are Multi-meters, LAN Testers, crimping tools etc.
- (f) The Contractor shall ensure availability of tool kit, portable blower, cleaning agent and duster, crimping tool etc. at all RSE deployed sites.

2.4 RESIDENT SERVICE ENGINEERS & SUPPORT STAFF AT SITES

2.4.1 FOR DESKTOP PCs, PERIPHERALS & NETWORK DEVICES MANAGEMENT

- (a) The Contractor shall ensure deployment of required nos. of qualified & trained engineers as Resident Service Engineers (RSE) at various BCPL locations for Desktop PCs & associated Peripherals and Network devices Management. Name of these locations and number of Resident Service Engineers required at each location along with other details has been specified at **Table –C** of SOR.
- (b) The Resident Service Engineers (RSE) shall also carry out the Facility Management Services (FMS) at respective sites as defined at Para under “Facility Management Services (FMS)”. They should also provide first level support for networking equipment, installed at that site.



- (c) The contractor is required to deploy trained and experienced Service desk supervisor at Lepetkata, Dibrugarh. The Service desk supervisor must have qualification and in-line experience as per **Annexure -C**.
- (d) Contractor can increase the strength of the service engineers to meet the systems uptime requirements as per SLR at respective location. BCPL may ask for deputing additional Resident Service Engineer on need basis. In that case, BCPL will pay the cost of the engineer as per the rate quoted by the contractor as per SOR. Contractor shall provide additional resource within a period of one month after receiving requirement from BCPL.
- (e) The Resident Service Engineers (RSE) must have qualification and in-line experience as per **Annexure -C**. Deputed RSE's should be capable to carry out all the activities of MSS & FMS to meet the SLR as stipulated in the contract. Copy of proof of qualification and in-line experience documents to be submitted to EIC.
- (f) All the Resident Service Engineers (RSE) deputed by the contractor for execution of the contract shall be regular employee of the contractor. The proof (PF number and copy of the PF card) to this effect should be produced as and when required by BCPL. Sub-contract / franchisee in terms of manpower deployment will not be acceptable.
- (g) The Contractor shall make its deputed personnel's reporting place at respective BCPL offices. Normally, the comprehensive maintenance & FM Services will be required during BCPL's working hours from 08:30 hours to 17:00 hours for six days a week basis. At locations having more than one RSEs, the RSEs can be asked to come in shift, if so desired by EIC.
- (h) Contractor shall provide services beyond normal working hours in critical / emergency situation and during BCPL closed / listed holidays, including Sunday, without any additional cost to BCPL, whenever such emergency services are required, as decided by EIC. In case, any critical job has been started during the working hours, it has to be completed on the same day, even if it continues beyond the working hours of BCPL.
- (i) All the Resident Service Engineers (RSE), deployed at various locations, shall provide FMS Support for the installed PCs & Peripheral devices which have been covered under this contract. However, in order to meet SLR, contractor can depute additional technical resource from their nearby offices.
- (j) All leave and/or absence of the personnel deployed will have to be planned in advance and proper replacement to be made available. In order to meet the contingency arising out of sudden and unplanned absence of key professionals, Contractor may get the profile of panel of professionals proposed to be substituted, approved from BCPL at the commencement of the contract and at such intervals as required.



- (k) Contractor must ensure proper handover / Takeover of manpower deployed in case any engineer resigns / not available for longer period.
- (l) If any engineer is found to be not having requisite qualification or skill or his performance or conduct is not found satisfactory, he shall be summarily removed within a week of being given notice in writing by BCPL. The Contractor shall provide a substitute of the notified personnel within a period of one month from the time of receipt of notice, failing which the Contractor shall be liable for non-performance deduction as per clause 1.11.2 (1) for entire period of absence.
- (m) The Contractor shall at his own cost, arrange for deployment of their RSEs, Support staff at respective sites and also arrange for necessary insurance to cover all the risks assumed by the Contractor in respect of its deputed personnel for the execution of this contract. During the entire period of the Contract (including extended period), BCPL shall have no liability against any loss / damage / injury etc. to the contractor personnel or any other concerned personnel what-so-ever.
- (n) The Contractor shall make his own arrangement for movements of the deployed Service Engineer / Support staff to perform the maintenance related activities at all sites and inside plant area. Two Wheelers are not permitted inside the plant area.
- (o) The Contractor shall make his own arrangement of four wheelers for movements of IT assets, to perform the maintenance related activities at all sites and inside plant area.
- (p) Other BCPL sites where dedicated resident engineer is not available, the Contractor shall either immediately provide telephonic support or depute his Engineer from contractors nearest support centre for reaching the site at the earliest possible time & maintain the System availability / uptime as per SLR at those locations. The Contractor shall devise and maintain unfailing method of recording all the relevant details of such calls at BCPL for the purpose of calculation of down time and other MIS reports as per the provision of contract.
- (q) The Contractor shall ensure that all its personnel deputed for required services during the tenure of the Contract and any time thereafter maintain in the strictest confidence all information relating to the work and shall not, unless so authorized in writing by BCPL, divulge or grant access to any information about the work or its results. The Contractor and / or his deputed persons shall not destroy / alter any report, note and technical data relating to the operation / work. The obligation is continuing one and shall survive after the completion / termination of this agreement. Any violation in this regard may lead to the termination of the contract.
- (r) The Contractor and / or his deputed personnel shall not carry any written material, Hard Disk, CD, Storage Tapes, LTO, Pen drive or any other media with S/w, programs and data etc. belonging to BCPL out of any of BCPL sites without the prior written permission from BCPL. For any violation in this regard by the Contractor or



by his deputed personnel, BCPL shall be free to take necessary action as deemed fit on a case to case basis against the Contractor or his involved personnel apart from termination of the Contract.

- (s) The Contractor and his deputed personnel shall maintain strict discipline and good conduct and shall abide by and conform to all the rules and regulations promulgated by the BCPL. In case if any unacceptable incident makes BCPL feel that the conduct of any of the Contractor personnel is detrimental to BCPL interest, BCPL shall have the unqualified right to request the Contractor for the removal of such a person for incompetence/unreliability/ misbehaviour/security reasons etc. while on or off the job. The Contractor shall comply with any such request of BCPL to remove such person at the Contractor's expense unconditionally.
The Contractor will be allowed a period of maximum of 01 month to replace the identified person with a competent and qualified person at his own cost.

2.5 SERVICE DESK MANAGEMENT

- (a) Service desk Supervisor at Lepetkata, Dibrugarh will be deputed for coordination of Service desk & Vendor management services for all the locations covered under this contract and submit MIS report as per the SOW and under instruction from EIC.
- (b) The Contractor shall ensure that Service desk facility/ operations are manned during the working hours / days of BCPL at Lepetkata, Dibrugarh.
- (c) All the MSS & FMS related calls can also be reported to Service Desk on phone, in person or in writing or through e-mail's. All such Service Calls shall be immediately logged-in through call monitoring / Service desk package by contractor for automatic generation of Systems downtime report at all BCPL locations. Contractor will devise & maintain an unfailing method of recording all the relevant details of such calls at respective locations for purpose of calculation of downtime and other MIS reports as per the contract.
- (d) The Contractor at his own cost shall maintain Network & devices log books / history sheets and updated inventory database for Networking equipment, PCs & associated peripherals. The maintenance reports shall be provided to BCPL at specified regular intervals, during the currency of the Contract.

2.6 ADDITION / DELETION OF SYSTEMS

- (a) Details of PCs & Peripherals and Networking Equipment for MSS & FMS support have been specified at Table -A of SOR and only for FMS support have been specified at Table –B of SOR.
- (b) Presently some of the networking equipment, PCs & associated peripherals are under warranty with different vendors up to different point of time. Comprehensive MSS & FMS for these equipment will start on the expiry of warranty period. BCPL reserves the right to add / delete any networking equipment, PCs & associated peripherals as and when required to/from the Scope of Work.



- (c) Any addition / deletion of the equipment for MSS & FMS shall be done by the EIC for which rates are available in the contract at any time during the contract period on pro-rata basis.
- (d) However introduction of any new hardware of a different type/make/model than that mentioned in the SOR is strictly disallowed and beyond the scope of this contract.
- (e) The additional cost will be worked out based on quantity as well as corresponding period for which MSS & FMS coverage is required for these Machines. The maintenance of these additional machines shall be carried out under the same terms & conditions agreed therein in the contract. Such revised charges shall become effective/ payable from the date of addition/deletion.
- (f) Time to time old IT Assets are required to be phased out and replaced by new / latest IT devices, having Warranty Support from the Supplier. In that case, phased out IT devices will be excluded from the contract.
- (g) BCPL is free to move the IT Systems / Sub-systems among various locations covered under this contract. The Contractor shall assist, install and maintain the Systems at its new location, as per scope of contract, irrespective of its earlier coverage in the MSS & FMS services. The Contractor shall not levy and claim any extra maintenance charges, other than those already agreed in the contract, on the systems being shifted & installed at new location.

2.7 ASSISTANCE FOR SYSTEM UPGRADATION

- 2.7.1** The contractor may extend necessary assistance in up-gradation of the BCPL Hardware / Software as and when required. This may include augmentation of the Hardware in terms of additional RAM, HDDs and Operating System, application software packages etc. on the Systems covered under MSS & FMS services. Required Hardware / Software will be provided by BCPL. However, no additional payments towards these services will be made to Contractor.
- 2.7.2** If Contractor upgrades any equipment due to non-availability of spare parts, there will be no payment by BCPL for such up-gradation. Successful bidder may, if required, with no additional charge to BCPL, make modifications to improve the operation and/or reliability of the equipment being serviced under this contract agreement after obtaining written approval of BCPL. However, there shall be proper evidence produced by the vendor to BCPL to make a statement that the replacement is superior to the older (replaced) item in all means and all efforts are to be made by the vendor to replace the item with the same OEM with the same or enhanced capabilities.

2.8 OEM / THIRD PARTY SUPPORT

- (a)** As and when required, the contractor must be able to arrange services / spares from OEM's / third parties to resolve problems to ensure optimum system availability and user satisfaction levels.



(b) It will be contractor's responsibility to meet the SLR's as specified in the contract, for which he may have further elaborate business arrangements with the OEMs / Third parties.

(c) It is to be expressly clarified that the responsibility of getting the call resolved will continue to be with the Contractor. In case, the contractor is unable to provide a solution himself, the contractor can use OEM/Third party support to resolve the call.

2.9 DEMOBILISATION

(a) Demobilisation period will be a period of up to 30 days starting from date of expiry of contract. The contractor will have to complete the demobilization process including closing all pending calls during this period.

(b) At the end of the contract, the contractor's representative and BCPL EIC shall carry out joint survey to identify the status of the equipment deployed at various locations. If any of the equipment is found non-working / irreparable, BCPL shall ask the contractor to repair the same as part of existing contract. SLR requirements including clauses for NPD will be applicable till the equipment is repaired or call is closed. Payment for the last quarter shall be processed only after successfully closing of all the pending calls by contractor.

(c) No payment shall be admissible for the demobilization period.

(d) In case the Contractor is not able to close calls during the demobilization period, BCPL, at its discretion, can get the call closed / equipment restored / repaired / substituted by third party at the risk and cost of the Contractor.

2.10 OBSOLESCENCE OF EQUIPMENTS

Contractor shall prepare a list of obsolete IT Assets within 30 days of start of contract at respective sites for which spare parts are not available and OEM has discontinued and also not supporting the equipment. However, exclusion of any IT items from the contract shall be mutually decided.

SIGNATURE AND SEAL OF THE
CONTRACTOR



Annexure -A

Format No: QRF/7.5-14

Frequency: As per PM Policy

Preventive Maintenance Report

SYSTEM NO :

SYSTEM TYPE:

USER NAME:

DESIGNATION:

PM START DATE & TIME :

PM COMPLETION DATE & TIME:

CHECK LIST

S No.	ACTIVITY DESCRIPTION	PERFORMED YES (Y) / NO (N)	REMARKS
1	Check AC Input Voltage, Power plugs for CPU box, Monitor, Printer etc.		
2	Run standard tests for CPU, Memory, HDD etc. & removal of bad sectors, checking of configuration files		
3	Informing user in case of any impending crash of Hard Disk so that remedial action for taking data backup could be initiated.		
4	Clean Fan grills and Check for noiseless working of Cooling Fans in CPU Cabinet, Processor		
5	Checking of printers for paper dust Clean heads of Printers, FDD, CDs & Media drives		
6	Check all Network Points, Power / Signal /LAN cables for loose connection		
7	Check all connections to various devices attached like LAN cable, Printer cable etc.		
8	UPS: Check AC O/P Voltage, Earthing, Battery connections & back up time, for loose AC / DC cables, Cleaning of cabinets Checking & testing of Batteries & submitting status of batteries		
9	Repair of registry and removal of remnant of viruses / worms, incompletely un-installed or deleted programs. Checking of Virus & removal of viruses if any, are found		
10	Cleaning of equipment		
11	Any other intermittent problems attended to		
12	Others(pls specify)		
	12.1		
	12.2		
	12.3		

All Systems are functioning properly : Yes/No

No. of Systems checked under PM :



Annexure-B
(Compliance Confirmation by the Bidder)

SL. No	SECTION	BIDDER CONFIRMATION	REMARKS, IF ANY	SIGNATURE & SEAL OF BIDDER
1	SCC OF CONTRACT PART-A	NOTED & AGREED		
2	SCC OF CONTRACT PART-B	NOTED & AGREED		
3	SCOPE OF WORK	NOTED & AGREED		



Annexure-C
(Profile of Contractor Technical Resources)

SL. No	Category of Resource	Services required from the resource	No. of Resource required	Qualification/Certification /Experience
1	Service Desk Supervisor for Lepetkata, Dibrugarh	The resource would be responsible for Helpdesk services such as logging complaints of the users, assigning severity to each call, allocating the call to the concerned technical resource and tracking each call to its resolution. Analyze call statistics and ensuring that all calls are attended satisfactorily and within the time limit specified in the service level requirements(SLR).The Helpdesk coordinator would also be responsible for vendor Management and MIS report submission.	1	Graduate with diploma in Computer applications from reputed institute, having good knowledge of MS Office and Ms Excel package and should have excellent communication skills. The resource should have minimum two years of experience as IT helpdesk Coordinator.
2	Resident Service Engineer (RSE) for Desktop Management & Hardware Maintenance at various BCPL Locations	The technical resource will be responsible for MSS & FMS services of respective location as per scope of work	4	Degree / Diploma (three years) / BCA in Electronics / Computer Science/ E&T / IT from Govt. recognized institutes, having minimum Two year in line experience.



Annexure-D
(BCPL Locations and Contact Persons)

Sl. No	BCPL Location	BCPL Office Address	Support Type
1	Lepetkata, Dibrugarh	Administrative Building BCPL Project Site, Lepetkata Dibrugarh, Assam- 786006. Tel: 0373- 2914604, Fax:011-66173653	RSE Support
2	Duliajan, Dibrugarh	BCPL Project Site Office, Madhuban Tiniali, Duliajan, PO- Duliajan, Dibrugarh, Assam -786602	On Call
3	Guwahati	Hotel Brahmaputra Ashok, M.G.Road, Guwahati, Assam - 781001, <u>Tel:0361-2733554,</u> Fax:0361-2733556	On Call
4	Lakwa	BCPL Project Site Office (earlier GAIL), PO- Lakwa, Sibasagar, Assam -785688	RSE Support



Annexure-E
(Bidder's establishment)

Sl. No	BCPL Location	BCPL Office Address	Address of Bidder's Nearest Establishment for IT Support	Bidder's Establishment In-Charge Name with Contact Details
1	Lepetkata, Dibrugarh	Administrative Building BCPL Project Site, Lepetkata Dibrugarh, Assam- 786006. Tel: 0373- 2914604, Fax:011-66173653		
2	Duliajan, Dibrugarh	BCPL Project Site Office, Madhuban Tiniali, Duliajan, PO- Duliajan, Dibrugarh, Assam -786602		
3	Guwahati	Hotel Brahma Putra Ashok, M.G.Road, Guwahati, Assam - 781001, Tel:0361-2733554, Fax:0361-2733556		
4	Lakwa	BCPL Project Site Office (earlier GAIL), PO- Lakwa, Sibasagar, Assam -785688		



Annexure –F
(Tentative Location wise Distribution of the IT Assets)

Location	No. of PCs	No. of Printers	No. of Scanners	No. of UPS	No. of Laptops	No. of Routers	No. of Switches
Duliajan	20	4	2	25	0	0	8
Lakwa	53	37	26	55	0	2	2
Guwahati	7	4	2	10	1	0	0
Lepetkata	460	108	50	505	9	0	80



SECTION-VI

SCOPE OF WORK

[INCLUDED IN Section V]



SECTION-VII

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



SECTION - VII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

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

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

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



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

3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 – 1984	Industrial Safety Helmets
IS: 47701 – 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [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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SECTION-VIII

SCHEDULE OF RATES [SOR]

PART-I (UN-PRICED BID)

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



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 IN SHAPE OF DD/BG/MSE DOCUMENT, POWER OF ATTORNEY" – As per ITB 11.1.1, 5 & 16

DO NOT OPEN

SUB: TENDER FOR “HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS”

E-TENDER NO.: BCPL/C&P/CO17W049SJ/00439

BID SUBMISSION DUE DATE &
TIME ON E-TENDER PORTAL : 17.08.2017 at 1430Hrs
ENVELOPE -1 SUBMISSION DUE DATE : BETWEEN 28.07.2017 – 17.08.2017

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 IN SHAPE OF DD/BG/MSE DOCUMENT,
POWER OF ATTORNEY**

E-TENDER NO: BCPL/C&P/CO17W049SJ/00439 FOR “HIRING OF FACILITY MANAGEMENT SERVICES (FMS) COVERING COMPREHENSIVE ANNUAL MAINTENANCE OF IT ASSETS OF BCPL SITE OFFICES AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 (TWO) YEARS”