



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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



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

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

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

ई-निविदा संख्या / e-TENDER NO:
BCPL/C&P/C019W043MC/90001111
(Tender to be submitted in e-MODE only)

दिनांक / DATE- 27.06.2019

ई-निविदा दस्तावेज़ / e-TENDER DOCUMENT

FOR

**“HIRING OF IT FMS AND MSS FOR BCPL IT
ASSETS AT LEPETKATA, LAKWA, DULIAJAN AND
GUWAHATI FOR A PERIOD OF 02 YEARS**

प्री-बिड मीटिंग की तिथि व समय Pre-Bid Meeting Date & Time	:	08.07.2019 at 11:30 Hrs
निविदा जमा करने की तिथि व समय Tender Submission Date & Time	:	18.07.2019 at 14:30 Hrs
निविदा खोलने की तिथि व समय Tender Opening Date & Time	:	19.07.2019 at 15:00 Hrs
निविदा शुल्क / Tender Fee	:	NOT APPLICABLE
ईएमडी मूल्य / EMD Amount	:	₹ 1,47,000/-



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महत्वपूर्ण निर्देश / IMPORTANT INSTRUCTIONS

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

"INCOMPLETE BIDS SHALL NOT BE CONSIDERED"

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

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

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



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ई-निविदा संख्या / e-TENDER NO: BCPL/C&P/ C019W043MC/90001111 FOR “ HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

अक्सर पूछे जाने वाले प्रश्न / FREQUENTLY ASKED QUESTIONS

[QUESTIONS AND ANSWERS]

SL. NO.	QUESTIONS	ANSWER
1.	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's / BCPL's website: http://www.gailtenders.in ; http://www.bcpltenders.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 is 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.
4.	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes , as applicable as per tender condition specified in ITB of tender document.
5.	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer instructions for participation in E-Tender & ITB Section of Tender Document.
6.	In case of e-tender, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in e-tender portal by the bidder?	Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in BCPL within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status in tender and notwithstanding 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



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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 pre-requisite 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.



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

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

- i) **Demand Draft towards Tender Fee (Not applicable in this tender)**
- ii) **EMD / Bid Security (₹ 1,47,312/-applicable for this tender)**
- iii) **Power of Attorney**



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भाग – I
SECTION – I

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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SECTION - I

INVITATION FOR BID [IFB]

To,

DATED: 27.06.2019

PROSPECTIVE BIDDERS

SUB: CONTRACT FOR HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

E-TENDER NO: BCPL/C&P/ C019W043MC/90001111

Dear Sir/Madam,

1.0 Brahma Putra 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 for this work shall be for a period of 02 (Two) years, reckoned from the date of issuance of LOA/LOI, whichever is earlier.
II	Tender Fee	:	Not Applicable.
III	Earnest Money Deposit (EMD)	:	₹ 1,47,000/-.
IV	BID DUE DATE & TIME	:	18.07.2019 up to 14:30 Hrs.
V	OPENING OF UNPRICED BID	:	19.07.2019 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	19.10.2019.
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code: 786006, Phone No. 0373 2914636.
VIII	MODE OF TENDERING	:	Limited Domestic Competitive e-Bidding (Under Two Bid System Basis) through e-tendering. Tender is uploaded at BCPL's e-tender portal: https://eprocure.gov.in/ and also uploaded at BCPL's, GAIL's and CPP website for information to prospective vendors (if any). WEBSITE: GAIL's Website: https://www.gailtenders.in BCPL's Website: https://www.bcpltenders.in Govt. Website: https://www.eprocure.gov.in
IX	DATE AND TIME OF PRE-BID CONFERENCE VENUE	:	08.07.2019 at 11:30 Hrs. Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code: 786006, Phone No. 0373 2914636.

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



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ई-निविदा के प्रमुख नियम और शर्तें

MAJOR TERMS AND CONDITIONS OF TENDER

I	PERIOD OF CONTRACT	:	The Contract Period for this work shall be for a period of 24 months (Two Years), starting from the date of issue of the LOI/LOA, which includes mobilization period.
II	VALIDITY OF OFFER	:	The period of validity of the quotations should not be less than 90 days from the date of opening of technical bid. Quotations with less validity are likely to be ignored.
III	PAYMENT TERMS	:	As per SCC Clause No. 1.5
IV	LOADING	:	Not Applicable in this Tender.
V	SECURITY DEPOSIT	:	The contract performance security shall be 10% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document. OR The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of Annualized basic Contract value and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized basic Contract value of Annualized basic Contract value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period.
	AWARD CRITERIA	:	The OWNER will award the contract to the successful bidder whose bid has been determined to be lowest evaluated on overall basis, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.
VII	METHODOLOGY FOR EVALUATION OF BID:	:	Please refer SECTION-II clause No. 2.0 .



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VIII	ORDER OF PRECEDENCE	:	In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts & General conditions of contracts the following shall prevail to the extent of such irreconcilable conflict in the order of precedence: i) RFQ Covering Letter ii) Special Conditions of Contract iii) Instruction to bidders iv) General Conditions of Contracts
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EARNEST MONEY DEPOSIT (EMD)/BID BOND / BID SECURITY: ₹ 1,47,000/-

DOCUMENTS AGAINST BEC:

The bidder is required to read BEC [Refer Article 1(ix) above and Annexure -1 to IFB] carefully and ensures to furnish/ uploading in the bid on BCPL's e-tendering website complete documentary evidences towards meeting BEC, as bid of only those bidders who meet BEC in totality based on the document(s)/ available document(s) in the website with BCPL, shall only be considered for further evaluation.

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 (Not applicable for this tender)

EMD / Bid Security: 1,47,00/- (Applicable in this tender)

Power of Attorney

Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations / exceptions.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 5.0 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://bcpltenders.in> or <http://tenders.gov.in>) and submit



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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.
- 12.0 **Bidder is requested to submit the all requisite / relevant documents properly satisfying the BEC (Mentioned in SECTION-II) of the tender so as to avoid any delay in seeking queries / clarifications thereof.**

PRE-BID MEETING:

A Pre-Bid conference (PBC) is scheduled on **08.07.2019 at 11:30 PM** in Conference Room of C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code: 786006 to discuss Scope of Work, Terms and Conditions of tender document. For participation, please contact Senior Manager(C&P), Phone No.: 7086045737, E-mail ID: 'mausoom.choudhury@bcplindia.co.in';

- a) The Bidder(s) or his official representatives, are invited to attend a pre-bid meeting on date, time and venue specified above.
- b) The bidder is requested to submit their queries / clarifications in the format **(F-18)** through e-mail / fax / courier to reach BCPL at least 2 days before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- c) The salient queries raised, including the text of the questions raised (without identifying the sources of the query) and the responses given will be uploaded on BCPL's website and intimation to this effect shall be transmitted to all intended bidders.
- d) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.



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Bid Document is non-transferable

Immediately upon receipt of tender information, interested bidder must submit **F-11 “Acknowledgement Cum Consent Letter”** duly filled-in & signed through e-mail/fax. In case of non-participation in the tender, the bidder is required to submit the reason(s) for non-participation in the format F-1 “Acknowledgement Cum Consent Letter” attached in the tender failing that BCPL may not issue any tender to such bidder in future.

BCPL reserves the right to accept or reject any or all offers without assigning any reason, whatsoever or to place order for part quantity at the sole discretion of BCPL.

This is not an ORDER.

For & on behalf of

Brahmaputra Cracker & Polymer Limited

[Mausoom Choudhury]

Senior Manager [C&P]

Mob. 7086045737

E-mail: mausoom.choudhury@bcplindia.co.in



भाग – II
SECTION – II

बोली मूल्यांकन मानदंड (बीईसी) और मूल्य
बोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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1.1 BEC- Technical: (as a single bidder)

1.1.1 *The Bidder must have executed at least one (01) single order/contract for providing IT support and maintenance services of Desktops / Peripherals (i.e. Printers, Scanners etc.) / Servers / Networking devices (i.e. Switches, Routers etc.) in any Govt./ Semi-Govt./ PSU / MNC / Public Ltd. Company / Pvt Ltd Company of value not less than Rs 18.40 Lacs in previous seven (07) years (reckoned from bid due date).*

1.1.2 *The present tender is for IT support & maintenance. In this case, if the bidder is executing a similar contract which is still running and contract VALUE executed till one day prior to the due date of bid submission is equal to or more than the minimum prescribed VALUE mentioned in BEC above at sl. no.1.1.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user/owner /authorized consultant of the owner.*

Note 1 to above:

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

1.1.3 Relaxed Norms for Startups in prior experience criteria:

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

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

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

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



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

1.2.1 **TURN OVER:**

The **annual turnover** of the bidder must have **minimum value** of **Rs. 36.82 lacs** as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years ending on 31st March'2018, i.e **FY: 2018-19, 2017-18 & 2016-17.**

1.2.2 **NET WORTH:**

Net Worth of the bidder should be **positive** as per the **last audited financial statement**, i.e. **FY: 2018-19.**

1.2.3 **WORKING CAPITAL:**

The bidder should have **minimum working capital** of value **Rs. 7.36 lacs** as per the last audited financial statement, i.e **FY: 2018-19.**

Note:

- i) If the bidder's working capital is negative or inadequate **as per BEC clause no. 1.2.3**, the bidder shall submit/upload a letter from the bidder's bank as per **Format, F-15** having net worth not less than **Rs.100 crores**, confirming the availability of line of credit to cover the inadequacy of working capital to meet the working capital requirement as mentioned above at **BEC clause no. 1.2.3** (Format specified in tender document). Bidder has to compulsorily upload / submit the audited financial results for the immediate 3 preceding financial years **as per BEC clause no. 1.2.1** i.e **FY: 2018-19, 2017-18 & 2016-17.**

1.2.4 **Relaxed Norms for Startups in financial criteria:**

Prior turnover (i.e. sl. no. 1.2.1 above) for 'Startup' company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder, shall not be required subject to meeting the quality and technical specifications (scope of work) as specified in the tender document.

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

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



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

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

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	1.1	Technical Experience Criteria – Document	[All documents to be uploaded (submitted) must be self attested and notarized by Notary public.]
1.	1.1.1	Experience against execution & completion of order	a) Bidder must submit/upload the Copy of work order/LOA/Agreement along with its detail SOR items & scope of work which has been executed towards “any Comprehensive Annual Maintenance Service” as mentioned at clause no. 1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Completion Certificate against the Work Order/LOA/Agreement submitted/uploaded as mentioned at point “a” above, must be submitted/uploaded. The <u>Completion Certificate</u> must have Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and Actual date of work completion, Full Address of Client, Officer issuing certificates etc. The <u>Completion Certificate</u> should have been issued by the end-user/owner/authorized consultant.
2	1.1.2	Experience against execution of similar Contract	a) Bidder must upload/submit the copy of Work Order/LOA/Agreement for the work which is still running for “Comprehensive Annual Maintenance Service” along with the details of SOR items & scope of work. b) Execution Certificate against the Copy of detailed



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
			Work Order/LOA for executing Rate/Maintenance 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 minimum prescribed value mentioned in the BEC at sl. no. 1.1.1 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).
2	1.1.3	Experience against Startup Company	c) Bidder to upload / submit the copy of valid 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

Financial Experience Criteria- Document

[All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1(Not applicable for startup as mentioned in BEC clause no. 1.2.4), 1.2.2 & 1.2.3 of above BEC } to be uploaded / submitted must be duly Certified/attested by Notary public with legible stamp]

Annual Turn-over	iii) Bidder(s) shall submit/upload copy(s) of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. FY: 2018-19, 2017-18 & 2016-17.
Net worth	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2018-19.



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Working Capital	<i>Bidder(s) shall submit/upload copy of audited financial statement Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2018-19.</i> <i>If the bidder's <u>working capital is negative or inadequate</u> as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per Format, F-15 having net worth not less than Rs.100 crores, confirming the availability of line of credit to cover the inadequacy of working capital to meet the working capital requirement as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document).</i>
Format, F-16	<i>"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 enclosed duly signed and stamped by a Chartered Accountant only.</i>

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

- i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to upload (submit) these documents in addition to the documents specified in the bidding documents to meet BEC.
- ii) The experience criteria of those bidders (who have worked as sub-contractors) may be considered as meeting the above BEC subject to their submitting the Copy of work order along with SOR issued by main contractor and Copies of completion certificates from the end user / owner and also from the main contractor. The completion certificate shall have details like work order no. /date, brief scope of work, ordered and executed value of the job, completion date etc.
- iii) The Bids of Joint Venture/ Consortium shall not be acceptable.
- iv) **The cut-off date for meeting the criteria of BEC of the tender shall be the due date for unpriced bid opening.**



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2.0 Methodology for Evaluation of Bids & Award:

2.1 *The evaluation of all Techno-Commercially-Acceptable bids/offers, to arrive at the Overall Lowest-Evaluated (L1) Bid/Offer, shall be carried out as under:*

- (a) *Where Work centre/Project is entitled to avail Tax Credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of input tax credit available for the tendered services/ works: The input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids.*
- (b) *Where Work Centre/Project cannot avail/take the credit of GST (CGST & SGST/UTGST or IGST) or there is uncertainty at the time of bid evaluation about the quantum of input tax credit available for the tendered services/ works: The bids will be evaluated based on total price including applicable GST (CGST & SGST/ UTGST or IGST).*
- (c) *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.*
- (d) *In case any cess on GST is applicable same shall also be considered in evaluation.*
- (e) *If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity.*

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

- (f) *In case of a tie at the lowest bid (L1) position between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year, 2018-19.*
- (g) *In case, there is a tie at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is having highest working capital as compared to other(s).*
- (h) *In case, there is a tie at the lowest bid (L1) position between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having*



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highest working capital in last financial year, 2018-19 duly certified by Chartered accountant.

Note: In case, audited financial results (Balance sheet and profit & Loss account statement) of FY: **2018-19** is not audited on the due date of 'submission of bid/bid closing date', in such case turn over and working capital for FY 2017-18 is applicable for sl. no. 2(f), 2(g), 2(f) above.

2.2 Startups are exempted from submission of **EMD**.

2.3 **CPBG: The following CPBG clause shall be incorporated in tender document,**

2.3.1 The contract performance security shall be 10% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.

OR

2.3.2 The contract performance security shall be with Initial security deposit (ISD) @ 2.5% of Annualized basic Contract value and deduction @ 7.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized basic Contract value of Annualized basic Contract value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period.

2.4 **PPP Policy 2012:**

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



भाग – III
SECTION – III

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

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



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SECTION-III

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1.0 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/BCPL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services 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'.

2.0 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 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 (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of 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 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



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the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

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

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

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

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/Consultant for the contract.

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

- 2.6 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

- 2.7 Power of Attorney:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO /Chairman/ MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO /Chairman MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorised employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.



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The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3.0 **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"**

Bids from consortium/ JV shall not be applicable.

4.0 **ONE BID PER BIDDER**

4.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. 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.

5.0 **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**

Tender Fee shall not be applicable in this tender..

6.0 **SITE VISIT**

6.1 The Bidder is advised to visit and examine the site 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 non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.



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[B] – BIDDING DOCUMENTS

7.0 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] & 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] & Scope of Work [SOW]
- Section-VI : Schedule of Rates [SOR]

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

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

8.0 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 due date of submission of bid 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 BCPL's tendering web site [<https://bcplonline.co.in>; <http://gailtenders.in> and Government Website] / communicated to prospective bidders by e-mail/ fax.

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



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9.0 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 integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (H) of IFB /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

10.0 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BCPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11.0 DOCUMENTS COMPRISING THE BID

- 11.1 In case the Bids are invited under the Manual two Bid system. The Bid prepared by the Bidder shall comprise the following components sealed in 2 different envelopes:

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Bid Form', as per 'Form F-2'
- (d) 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) 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'



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- (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 /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB (o) Any other information/details required as per Bidding Document
- (p) EMD in original as per Clause 16 of ITB
- (q) All forms and Formats including Annexures.
- (r) Original Tender Fee (if applicable)
- (s) Tender Document duly signed/ digitally signed by the Authorized Signatory.
- (t) Additional document specified in Bidding Data Sheet (BDS).

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

11.1.2 ENVELOPE-II: Price Bid

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



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

11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond, Tender fee (wherever applicable), copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the BCPL's e-tendering portal.

Further, Bidders must submit the original " EMD & Tender Fee (wherever applicable), Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

11.2.2 **PART-II: PRICE BID**

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 herein above and to uploaded in SOR attachment/Conditions of E-tendering portal.

12.0 **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



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Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

13.0 **GST (CGST & SGST/ UTGST or IGST)**

- 13.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.
- 13.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State 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.



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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.

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

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

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

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

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



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Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

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

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

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

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

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



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



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14.0 **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

15.0 **BID VALIDITY**

- 15.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. 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 EMD. 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 EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16.0 **EARNEST MONEY DEPOSIT**

- 16.1 Bid must be accompanied with earnest money (i.e. **Earnest Money Deposit (EMD)**) also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' [in favour of **Brahmaputra Cracker and Polymer Limited** payable at place mentioned in **BDS**] or '**Bank Guarantee**' strictly as per the format given in form F 4/ F- 4A (as the case may be) of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

- 16.2 The EMD is required to protect BCPL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.
- 16.3 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD 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 ₹ 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.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.



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- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD 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 Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (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 of the "Notification of Award" / 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 EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.9 MSEs(Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

17.0 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage 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 BCPL 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.



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- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18.0 FORMAT AND SIGNING OF BID

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

19.0 ZERO DEVIATION AND REJECTION CRITERIA

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



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- (h) Contract Performance Security
- (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**

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

[D] – SUBMISSION OF BIDS

21.0 **SUBMISSION, SEALING AND MARKING OF BIDS**

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

22.0 **DEADLINE FOR SUBMISSION OF BIDS**

- 22.1 In case of e-bidding, the bids must be submitted through e-TENDER mode not later than the date and time specified in the tender documents/BDS.
- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time.
- 22.3 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 due date of submission of bid will be uploaded on BCPL's website/ communicated to the bidders.



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23.0 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 due date for submission of bid and no bids can be submitted thereafter.
In case of manual tendering, bids received by BCPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, 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.

24.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

24.1.1 IN CASE OF 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.

24.1.2 IN CASE OF MANUAL BIDDING

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

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly super scribing the envelope as "WITHDRAWAL" and "Tender Document number:...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of BCPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.



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

25.0 **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.

[E] – BID OPENING AND EVALUATION

26.0 **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 not be opened in both manual tendering and e-tendering. In case of Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

27.0 **CONFIDENTIALITY**



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Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

28.0 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.

29.0 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.



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- 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.

30.0 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 Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder 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 shall be re-calculated/ corrected accordingly.
- (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.

31.0 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

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

32.0 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents.

33.0 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-



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- 33.1 In the event of the time of completions of work getting delayed beyond the time schedule indicated in the bidding document plus a grace period equivalent to 1/5th of the time schedule or 2 months whichever is more, due to reasons solely attributable to Employer, the Contractor shall be paid compensation for extended stay (ESC) to maintain necessary organizational set up and construction tools, tackles, equipment etc. at site of work.
- 33.2 The bidder is required to specify the rate for ESC on per month basis in the “PRICE PART” of his bid, which shall be considered for loading on total quoted price during price bid evaluation. The loading shall be done of a period of 1/5th of the time schedule or 1 month whichever is less. In case bidder does not indicate the rate for ESC in price part of his bid, it will be presumed that no ESC is required by the bidder and evaluation shall be carried out accordingly.

34.0 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

35.0 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.

36.0 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by Fax / E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".



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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"

37.0 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 "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

38.0 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 (CPS) in accordance with General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order/contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).
- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** to be reimbursed by the Owner.
- Bank Guarantee towards CPS 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 as three months beyond the DLP specified in Bid Data Sheet.
- 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 EMD.



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38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS 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 CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

38.5 Further, the bidder can submit CPBG on line through issuing bank to BCPL directly as per Ministry of Finance (MOF) Department of financial service direction vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. In such cases confirmation will not be sought from issuing banker by BCPL.

39.0 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 BCPL's website (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 BCPL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahma Putra Cracker and Polymer Limited. (BCPL), to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Brahma Putra Cracker and Polymer Limited, such decision of Brahma Putra Cracker and Polymer Limited 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.

40.0 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES



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

i) Issue of tender document to MSEs free of cost.

ii) Exemption to MSEs from payment of EMD.

iii) In Tender, participating Micro and Small Enterprises quoting price within 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 25% 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 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by women.

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

iv) In case Quantity Non- Split able : In case tendered item is non-split able 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.

In case more than one MSE bidder(s) quoting within the price band of L1+15% and tender item is non-divisible, then in such case, the MSE bidder(s) shall be asked to match the price of L1 bidder sequentially in the order of L2, L3, L4 & so on.

In case of tie, the MSE bidder having highest turnover shall be awarded subject to matching of L1 price.

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

a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit

c) 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.

Further, the definition of MSEs owned Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs.



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

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

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

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

- 40.3 If against an order placed by BCPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing from BCPL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.
- 40.4 Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.
- 40.5 The benefit of policy are not extended to the traders / dealers / Distributors / Stockiest / Wholesalers.

41.0 AHR ITEMS

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and



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payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I) Rates as per SOR, quoted by the Contractor/Bidder.
- II) 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, overhead & other expenses.

42.0 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

43.0 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 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

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

44.0 SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER



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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.

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

- 45.1 Brahmputra 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 BCPL's web site 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



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specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.

- 45.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 45.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 45.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

46.0 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure provides and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

BCPL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

47.0 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**



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To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible

48.0 **CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

49.0 **QUARTERLY CLOSURE OF THE CONTRACT (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-**

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, BCPL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/Contractors are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”



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Annexure-I

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

A Definitions:

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

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

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

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

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

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

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

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

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

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.



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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)/ Contract Performance Security (CPS) 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:



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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)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

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

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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

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

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

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

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

C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other



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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) Nonperformance 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.



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

E. Appeal against the Decision of the Competent Authority:

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



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Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ Consultant for all orders/Contracts with a value of ₹ 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



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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:



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- (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



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- 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 ₹ 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 nonperformance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.



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5.0 REVIEW & RESTORATION OF PARTIES 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.



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- 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 CBEC (Central Board of Excise and Customs)/ any equivalent Central Government agency/ State 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 party will be put on holiday for a period of six months after following the due procedure.



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Annexure-1

Brahmaputra Cracker 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 (₹) :
- 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



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1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

1.2 QUALITY PERFORMANCE 40 Marks

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

i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
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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
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iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks
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1.3 RELIABILITY PERFORMANCE 20 Marks



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A.	FOR WORKS/CONTRACTS	Marks
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	Marks
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks



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Annexure-2

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 (₹) :
- v) Name of Vendor/Supplier/ :
Contractor/ Consultant
- vi) Contracted delivery/ :
Completion Schedule
- vii) Actual delivery/ :
Completion date

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



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Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE 20 Marks



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A.	FOR WORKS/CONTRACTS	Marks
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	Marks
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

Annexure-III



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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:



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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.



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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:**



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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/Offer 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/Offer 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.

6.0 Content of Bid:

6.1 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.**



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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.

6.2 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.

7. 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.

8. Submission of documents:



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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.

9. 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.

10. 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.

11. Help to Contractors:

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

12. FAQ:

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

13. e-Brochure:

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

14. DSC for Foreign Bidders:

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

15. System Malfunction Procedure:



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

16. IT Resources:

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

17. 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.

18. Search Tender for Guest Users:

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

The screenshot displays the Government of India Central Public Procurement Portal (eProcurement). The main navigation bar includes links for Search, Latest Active Tenders, Tenders by Closing Date, Corrigendum, Bid Awards, and ePPF Home. The left sidebar contains links for HIS Reports, Tenders by Location, Tenders by Organization, Tenders by Classification, Tenders in Archive, Tenders Status, Cancelled Tenders, Downloads, Announcements, Recognitions, and Site compatibility. The main content area shows 'Welcome to eProcurement System' with a table of 'Latest Tenders' and 'Latest Corrigendums'. A blue arrow points from the 'Tenders by Location' button in the sidebar to the 'Tenders by Location' button in the right sidebar.

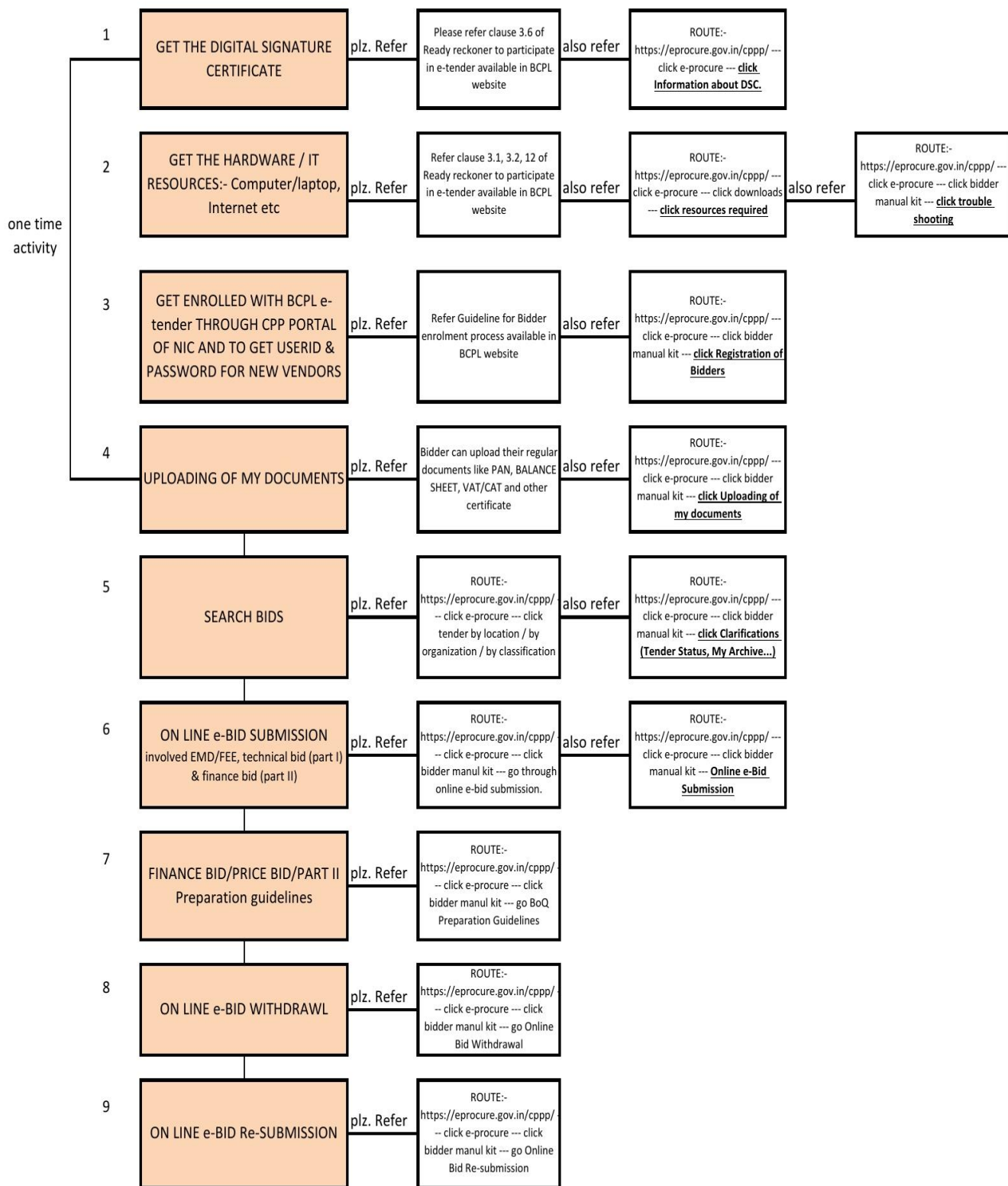
19. Check list / Quick View Summary:



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



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The screenshot displays the Central Public Procurement Portal (eProcurement) interface. The header includes the Government of India logo and navigation links. The main content area is divided into several sections:

- Latest Tenders:** A table listing tender titles, reference numbers, closing dates, and bid opening dates. Example: "8. CONTRACT FOR SUPPLY OF CHICKEN (BROILER) DRESSED (JHATKA/HALAL) AND CHICKEN (BROILER) ALIVE".
- Latest Corrigendums:** A table listing corrigendum titles, reference numbers, closing dates, and bid opening dates. Example: "7. Technical amendment-1".
- User Login:** A section for logging in with a login ID and password, and links for online bidder enrollment and password generation.
- Help For Contractors:** A sidebar with links to "Help For Contractors", "Information About DSC", "FAQ", "Feedback", and "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 eProcurement Portal.**

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

In FAQ user will get various FAQ related to:

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

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

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

1	Notice to Bidders	notice to bidders.pdf
2	Registration of Bidders	bidder registration.pdf
3	Uploading of My Documents	my documents.pdf



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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: 6900182953 (only for e-TENDER queries)

Mobile: 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile: 8826246593

Email: cphp-nic@nic.in

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ANNEXURE-IV

BIDDING DATA SHEET (BDS)

(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE
ISSUANCE OF TENDER)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.1	The Invitation for Bids / Tender No. is : BCPL/C&P/C019W043MC/90001111				
1.2	The Employer/Owner is: M/s. Brahma Putra Cracker and Polymer Limited				
2.1	The name of the Works/Services to be performed is: “HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"> <tr> <td>APPLICABLE</td> <td> NO </td> </tr> <tr> <td>NOT APPLICABLE</td> <td> YES </td> </tr> </table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
5.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Brahmaputra Cracker and Polymer Limited payable at Dibrugarh- NOT APPLICABLE IN THIS TENDER.				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Sh. M. Choudhury, SENIOR MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006				



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C. PREPARATION OF BIDS

ITB clause	Description				
11.1.1 (u)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): _____				
12	Additional Provision for Schedule of Rate / Bid Price are as under: <u>NOT APPLICABLE</u>				
12 & 13	Whether BCPL will be able to avail input tax credit in the instant tender. <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>YES</td><td> </td></tr> <tr> <td>NO</td><td> </td></tr> </table>	YES		NO	
YES					
NO					
14	The currency of the Bid shall be INR				
15	The bid validity period shall be 3 (Three) months from final 'Bid Due Date'.				
16.1	In case ' Earnest Money / Bid Security ' is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be favor of Brahmaputra Cracker and Polymer Limited , payable at DIBRUGARH .				

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.
22	The Tender No. of this bidding process is: <u>Two Bid System</u>
22.3 and 4.0 of IFB	For <u>bid submission purposes</u> only, the Owner's address is : Attention: Sh. M. Choudhury, SENIOR MANAGER (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.:



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	Diburgarh, Assam, Pin Code:786006,				
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt. Diburgarh, Assam, Pin Code: 786006,				
E. EVALUATION AND COMPARISON OF BIDS					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Annexure-II.				
33	Compensation for Extended Stay: <table border="1"> <tr> <td>APPLICABLE</td><td>☐ NO</td></tr> <tr> <td>NOT APPLICABLE</td><td>☐ YES</td></tr> </table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: 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> Applicable: As specified in clause No. 38 of Section-III of tender document.	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				
40	Whether tendered item is non-split able or not-divisible : <table border="1"> <tr> <td>YES</td><td>☐ YES</td></tr> <tr> <td>NO</td><td>☐ NO</td></tr> </table>	YES	☐ YES	NO	☐ NO
YES	☐ YES				
NO	☐ NO				



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41	Provision of AHR Item: <table><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				
49	Quarterly Closure of Contract: <table><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				
Clause No. 27.3 of GCC	Bonus for Early Completion: <table><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				



फॉर्म और प्रारूप

FORMS & FORMATS



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-1

BIDDER'S GENERAL INFORMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA,
LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS**

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder Name	
2.	Status of Firm	Proprietorship Firm / Partnership firm/ Limited / Others If Others Specify: _____
3.	Name of Proprietor / Partners / Directors of the Firm	
4.	Number of Years in Operation	
5.	Erstwhile Name of Bidder /Details of name change during years of Operation	
6.	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
7.	Telephone Number & Contact Information of Registered Office	(Country Code) (Area Code) (Telephone No.) FAX No. : E-mail ID:
8.	Operation Address (if different from above)	City: District: State: PIN/ZIP:
9.	Telephone Number & Contact Information of Operation Address	(Country Code) (Area Code) (Telephone No.) FAX No. : E-mail ID:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
10.	Website	
11.	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12.	ISO Certification, if any	[If yes, please furnish details]
13.	Bid Currency	
14.	Banker's Name	
15.	Branch	
17.	Bank account number	
18.	PAN No.	[Enclose copy of PAN Card]
19.	GST No.	[Enclose copy of GST Registration Certificate]
20.	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21.	ESI code No.	[Enclose copy of relevant document]
22.	Vendor Classification with respect to GST. Mark (✓) on the applicable one.	Registered ☐ Un-Registered ☐ Compound Scheme ☐ PSU, GOVT ☐ SEZ ☐
23.	We (Bidder) are covered under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
24.	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
25.	Type of Entity	Corporate / Non-Corporate (As per CGST / SGST / UTGST Act). <i>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).</i>

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-2
BID FORM

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111

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 as specified in BDS 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" equal to "_____ of the Contract Price" or as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

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:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-3
LIST OF ENCLOSURES

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA,
LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111

Dear Sir,

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

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

Note:

* In case of e-bidding the bidder has the option to submit specified documents in physical form on/before the bid due date or within seven days from the bid opening date. However, scanned copy of these (same) documents must be submitted on-line as part of e-bid before the bid due date/time.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-4
PROFORMA OF "BANK GUARANTEE"
FOR "EARNEST MONEY / BID SECURITY"
(To be stamped in accordance with the Stamp Act)

Ref.....

Bank Guarantee No.....

Date.....

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA,
LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s.
_____ having their Registered / Head Office at _____ (hereinafter
called the Tenderer), wish to participate in the
said tender for

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

We, the _____ Bank at
_____ having our Head Office
_____ (Local Address)

guarantee and undertake to pay immediately on demand without any recourse to the tenderers
by Brahma Putra Cracker and Polymer Limited. (BCPL), the amount _____
_____ without any reservation, protest, demur and recourse. Any such
demand made by BCPL, shall be conclusive and binding on us irrespective of any dispute or
difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should
be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is



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required, the same shall be extended to such required period on receiving instructions from M/s. _____ 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 _____ 20__ at _____.

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)

Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per

Power of Attorney No. _____

Date: _____

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

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

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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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 IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111

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.



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-6
"NO DEVIATION" CONFIRMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA,
LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS**

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111

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:



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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E-7

DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111

Dear Sir,

We hereby confirm that we are not on ‘Holiday’ by 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 or the Ministry of Petroleum and Natural Gas.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as ‘fraudulent practices’ and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-8
CERTIFICATE FOR NON-INVOLVEMENT OF GOVT. OF INDIA

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA,
LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS**

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-9

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

TO,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

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and rights conferred on you under the order/contract with the said M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

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



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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

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ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-10 AGREED TERMS & CONDITIONS

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Please confirm the currency of quoted prices is in Indian Rupees.	
3.	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4.	Rate of applicable GST (CGST & SGST / UTGST or IGST) Mark (✓) on the applicable one.	CGST: % + SGST/UTGST..... % Total:% Or IGST: %
4.1	Service Accounting Code (SAC) towards subject service.	
4.2	We hereby confirm that the quoted prices is in compliance with 'Anti-Profiteering clause' as per Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
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 Security will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of ₹ 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Acceptance.	
9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. GST shall be applicable on the PRS amount.	Not applicable



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
10.	a) Confirm acceptance of all terms and conditions of Bid Document (all sections). b) Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



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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 IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111

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 :



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F-12
UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA,
LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS**

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111

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:



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F-13
BIDDER'S EXPERIENCE

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111

Sl	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]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:



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F-14 CHECK LIST

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

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

Sl. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC, SOR drawings, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Bid Security		
iii	Signed and stamped original copy of bidding document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
vi	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings		
vii	Details and documentary proof required against qualification criteria along with complete documents establishing ownership of equipment as per SCC are enclosed		
viii	Confirm submission of document alongwith unpriced bid as per bid requirement.		



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3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		X
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).		

Place:
Bidder]
Date:

[Signature of Authorized Signatory of

Name:
Designation:
Seal:



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F-15

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

(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

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

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

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

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

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

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

****Refer Instructions***

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

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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



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Instructions:

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

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



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F-18

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA,
LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS**

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111

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

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

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____



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E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date:

(Signature of authorized officer of bank)



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THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

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

NB:

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

Sl. No.	List of Order Details	Description		Details [to be mentioned by the bidder]
A	1st Order/ LOI/Contract			
A1		Name of Order issuing Agency/Client/Owner/Company	:	
A2		Order No. & Date	:	
A3		Brief Details/Name (Nature) of Supply	:	
A4		Contract/Order Value (in ₹)	:	
A5		Period of Contract/ Order	:	
A6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed Value vi. Executed Qty, etc		
B	2nd Order/ LOI/Contract			
B1		Name of Order issuing Agency/Client/Owner/Company	:	
B2		Order No. & Date	:	
B3		Brief Details/Name (Nature) of Supply	:	
B4		Contract/Order Value (in ₹)	:	
B5		Period of Contract/ Order	:	
B6		Completion /Execution Certificate (as applicable) to contain the following:		



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		i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc		_____ _____ _____ _____ _____
C	3RD Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]
C1		Name of Order issuing Agency/Client/Owner/Company	:	
C2		Order No. & Date	:	
C3		Brief Details/Name (Nature) of Supply	:	
C4		Contract/Order Value (in ₹)	:	
C5		Period of Contract/ Order	:	
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Period of Contract/ Order iv. Actual Date of Completion/Execution v. Executed value vi. Executed Qty, etc		_____ _____ _____ _____ _____
D	4th Order/ LOI/Contract	Description		Details [to be mentioned by the bidder]
D1		Name of Order issuing Agency/Client/Owner/Company	:	
D2		Order No. & Date	:	
D3		Brief Details/Name (Nature) of Supply	:	
D4		Contract/Order Value	:	
D5		Period of Contract/ Order	:	
D6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc		_____ _____ _____ _____ _____



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THIS FORMAT TO BE FILLED BY THE BIDDER

FINANCIAL CRITERIA AS STIPULATED IN BEC

[PLEASE READ SECTION-II, CLAUSE NO. 1.2 OF BEC AND GIVE BRIEF DETAILS IN THE BELOW CHECK LIST FORMAT]

NB:

- Format-15 (to be submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: 2018-2019, 2017-2018 & 2016- 2017 meeting the Turn Over, Net Worth & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.
- Bidder to Put 'tick mark' only out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]

1.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED / UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. FY: 2018-2019, 2017-2018 & 2016- 2017 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2018-2019 FY: 2017-2018 FY: 2016-2017	Yes / No Yes / No Yes / No	



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1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder's bank having net worth not less than ` 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2018-2019. Name of Issuing Bank_____	Yes / No	
			Branch Code:_____	Yes / No	
			Location & Address:_____		
			Tel No._____		
			Email ID:_____		
1.2.4	Details of financial capability of bidder prescribed Format-16 as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant:_____	Yes / No	
			Membership No. of Chartered Accountant_____		



भाग – IV
SECTION – IV

संविदा की सामान्य शर्तें (जीसीसी)

GENERAL CONDITIONS OF CONTRACT (GCC)

Dear Sir,

In reference to the e-TENDER Number **BCPL/C&P/ C019W043MC/90001111** dated **20.06.2019**, I / we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I / We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

General Conditions of Contract:

http://bcplonline.co.in/content/tender/GCC_CONTRACTS.pdf

Thanking you,

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

Name:

Designation:

Company Seal:



भाग – V
SECTION – V

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

SPECIAL CONDITIONS OF CONTRACT
(SCC) & SCOPE OF WORK (SOW)



SPECIAL CONDITIONS OF CONTRACT

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- 1.2. PERFORMANCE**
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- 1.8. CALCULATION OF AVAILABILITY**
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- 1.10. RESOLUTION TIME**
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1.0 INTRODUCTION

Brahmaputra Cracker and Polymer Limited (BCPL) is the first ever Petrochemical project in entire North East India. The project came as a part of the historic Assam Accord signed on 15th August, 1985 with the motive of overall socio-economic development of the region. It was approved by the Cabinet Committee on Economic Affairs (CCEA) on 18th April, 2006. Subsequently a Joint Venture Company BCPL was incorporated on 08th January, 2007 as Central Public Sector Enterprise under the under the Department of Chemicals & Petrochemicals, Govt. of India.

The Complex is spread over 3000 Bighas of Land at Lepetkata, and situated at approximately 15 Kilometers away from the Tea City Dibrugarh. Gas Dehydration and Compressor facilities are established at Duliajan along with Gas Sweetening Unit and C2+ Recovery Section at Lakwa.

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 Lepetkata, Lakwa, Duliajan and Guwahati. 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.

About BCPL IT Setup

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

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

BCPL's Primary Data Center (PDC) hosting applications/services such as Intranet, Email, SAP, Active Directory (AD), Internet etc. is operational at Lepetkata and Disaster Recovery Center (DRC) at Noida (excluded from this contract).

BCPL IT setup includes, Microsoft Windows based Active Directory (AD) consisting of different Organization Units (OU) and Sub-OU's 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-



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wide Antivirus solution is implemented in BCPL. Integrated Local Area Networks (LAN) infrastructure are available at the above locations comprising of Fiber optic(Single mode & Multi mode), UTP CAT-5 / CAT-6 cable based structured cabling, Layer-2 / Layer-3 Switches, unmanaged switches meant to provide connectivity between different types of Servers, PCs, Video-conferencing systems, printers, peripherals, Biometric attendance system etc.

The indicative list of IT Assets Equipment installed all across BCPL locations has been mentioned in **Table-A and Table –B of SOR.**

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 LOA (Letter 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 with in 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 RESPONSIBILITIES OF THE CONTRACTOR FOR COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS

131 The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme 1995.

132 The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act 1948.



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- 133** The contractors shall submit the ECR/Bank Challans along with bank receipts/bank statement on monthly basis for the proof of depositing of PF contribution with RPFC and ESI contribution with ESIC.
- 134** The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labour, Govt. of India, for engaging 20 or more persons under this contract.
- 135** The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Workman Compensation Act 1923, Employees' State Insurance Act 1948 and other relevant acts, rules and regulations enforced from time to time.
- 136** The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month in the presence of Engineer In-Charge. After disbursement of wages the authorized representative and Engineer In-Charge have to certify the payment of wages to the contract workers and sign the wage register jointly.
- 137** The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- 138** The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 139** All personnel deployed by the contractor should be on the rolls of the contractor.
- 1310** No contract worker below the age of 18 years shall be deployed on the work.
- 1311** The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- 1312** The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site/work. His Work/Services will be supervised by the supervisors of contractor. Contractor has to be strictly adhering to guidance, instruction whenever required.
- 1313** Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should



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obtain entry passes from Security Dept. through OPERATION-IN-CHARGE for his employees.

1314 Contractor has to deploy the personnel with no past criminal records. Also the contractor has to provide police verification for all the persons deployed by him.

1315 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc, is violated. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any act, rules & regulation of centre / state / local statutory authorities.

1316 All existing and amended safety / fire rules of BCPL are to be followed at the work site.

1317 Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.

1318 In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.

1319 The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart Cards to contract labours engaged by him from the Corporation. Where ESI Act is not applicable the contractor is required to obtain insurance policy under Employee Compensation Act, 1923.

1320 The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a civil govt. doctor.

1321 No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / BCPL will terminate the contract immediately and may refer the case to police.

1322 The contractor hereby agrees to indemnify owner / BCPL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/BCPL.

1323 Following documents shall be submitted by the Agency/contractor to Engineer In- Charge at various stages during the currency of the contract:

A. At start of Contracts

1. Application for issuance of Form –V for obtaining Labour License from Licensing Authority.
2. Copy of Labour License before commencement of work.
3. List of persons along with designation, Employee No., PF account, ESI



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card No., Insurance coverage No. etc.

4. Copies of Appointment Letters of persons to be engaged in BCPL by the contractor.
5. Copies of Identity Card issued by the contractor of persons to be engaged in BCPL.
6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
7. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC.(wherever applicable)
8. Copies of ESI Identity Card of persons to be engaged in BCPL or where ESI Act is not applicable, Copy of Insurance coverage under Employees Compensation Act, 1923.
9. Copy of Insurance policy taken under Employees Compensation Act 1923.

B. At the time of submission of bills:

1. Copy of wage register duly certified by authorized representative of the contractor and BCPL certifying as “Certified that the amount shown in the column No has been paid to the workman concerned in my presence on----- (date) at (place) “.
2. If wages are paid through bank, copy of bank statement duly certified by bank of previous month.
3. Copy of Electronic Challan cum Return (ECR) for the proof of Provident Fund contribution deposit along with details of employees, PF account No., contributions of employee and employer etc. .
4. Copy of ESI contribution Challan along with proof of deposit with bank/remittance slip of previous month along with details of employees, account No. contribution etc.(wherever applicable)

1.4 CONTRACTOR'S RESPONSIBILITIES

- 1.4.1 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.
- 1.4.2 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.
- 1.4.3 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



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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.

- 1.4.4 The contractor shall inventories and do labelling of all 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. This activity shall be done twice, once at the start of the contract and end of the contract failing which payment for the quarter will be put on hold.
- 1.4.5 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.
- 1.4.6 The date of commencement of MSS & FMS services for different locations may be different, depending upon when the contractor has been able to mobilize resources for the location but the contract completion date across BCPL locations shall be the same.
- 1.4.7 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.
- 1.4.8 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.
- 1.4.9 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.
- 1.4.10 The contractor shall supply required nos. of consumable items at each



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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 1.11.2(2). 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.

- 1.4.11 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.
- 1.4.12 The authorized signatory of the contractor or a senior person authorized by the contractor other than the RSEs shall visit BCPL Lepetkata once in a six months to discuss operation and management issues related to the contract. This visit is excluding any other visit done by the contractor or their authorized signatory during the start of the contract.

1.5 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. Payment of the subsequent quarter (i.e 2nd 4th, 6th and 8th Quarter) will be processed only when authorized signatory of the contractor or a senior person authorized by the contractor as mentioned in section #1.4.12 visits BCPL office at Lepetkata.
4. 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 supplied(Table-'D of SOR) if any, during that quarter.
5. 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.
6. 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. 1.11 will also be deducted from the quarterly bill of the



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contractor.

7. 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.
8. No advance payment shall be made in any case, whatsoever.
9. 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.
10. The EIC will share the details of SLA/NPD deductions with the Contractor once payment is released.

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

1.6 MOBILISATION OF CONTRACT RESOURCES

- (a) The contractor shall mobilize 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 mobilize 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 1.11.2 (1).
- (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.

1.7 SERVICE LEVEL REQUIREMENTS (SLR)



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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. 1.11.

1.8 CALCULATION OF AVAILABILITY

- 1.8.1** The equipment/service shall be treated as ‘Down or Not Available’ from the time the call is registered through iTAC/telephone / e-mail till the time equipment is not repaired and restored or service is made up to the user’s satisfaction.
- 1.8.2** In case, a suitable working substitute of defective equipment has been provided by the Contractor, the equipment shall be treated as ‘available’ for the purpose of calculation of availability for that equipment.
- 1.8.3** In case, a suitable substitute or work around is provided by the Contractor against the unavailable service, the service shall be treated as ‘available’ for the purpose of calculation of availability for that equipment.
- 1.8.4** 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 assets (under warranty) for which only FMS support is covered.
- 1.8.5** Up-time / availability of individual systems will be monitored on a day to day basis and shall be computed on quarterly basis.
- 1.8.6** Calls pertaining to Biometric system and Video Conferencing system will not be considered for down time or NPD calculations. Biometric system and Video Conferencing system is covered only for operation, troubleshooting and FMS support.
- 1.8.7** 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.
- 1.8.8** 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 evening (after 1900 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 such holidays, the asset was not made available to the contractor.



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1.9 RECOVERY TIME

Recovery Time is the total time taken by the Resident Service Eng. (RSE) between registering the complaint by the users through iTAC/telephone / e-mail at respective location and making the service/equipment “AVAILABLE” by the RSE. This time includes time taken to reach the site, diagnose and repair / providing spare for the faulty components / module / device or make the service available for the user.

The contractor shall ensure that either the faulty network devices, PCs, peripherals etc. are repaired / brought back to service within the specified recovery time OR a temporary solution/spare replacement/ work around is provided to make the service/equipment “AVAILABLE” failing which the deductions as per Non-performance deduction TABLE – NPD1 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.

1.10 RESOLUTION TIME

Resolution Time is the total time taken by the Resident Service Eng. (RSE) between registering the complaint by the users through iTAC/telephone / e-mail at respective location and making the service/equipment available permanently by the RSE. The permanent solution may be repair / replace of the faulty components / module / device for the user.

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 TABLE – NPD2 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.

1.11 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:



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1.11.1 CALCULATION OF NON PERFORMANCE DEDUCTION FOR SYSTEM/SERVICE DOWNTIME

TABLE - NPD1

Criticality Level	Location	Item Description	Allowable individual incidence downtime	Non Performance Deduction per incidence
Level-1A (Most Critical)	Lepetkata, Lakwa	(a) Network Printer and online UPS	Maximum 1 hours per incidence	➤ Rs. 180/- per day on pro- rata (hourly) basis.
Level-1B (Most Critical)	Duliajan, Guwahati	(b) Network Printer and online UPS	Maximum 5 hours per incidence	➤ Rs. 130/- per day on pro- rata (hourly) basis.
Level-2A (Critical)	Lepetkata, Lakwa	(c) Desktop and Laptop. (d) Non network Printers, Scanner, offline UPS etc.	Maximum 4 hours per incidence	➤ Rs. 100/- per day on pro-rata (hourly) basis. for Items at (c) ➤ Rs. 60/- per day on pro-rata (hourly) basis for Items at (d)
Level-2B (Critical)	Duliajan, Guwahati	(e) Desktop and Laptop (f) Non network Printers, Scanner, offline UPS etc.	Maximum 24 hours per incidence	➤ Rs. 80/- per day on pro-rata (hourly) basis for Items at (e) ➤ Rs. 50/- per day on pro-rata (hourly) basis for Items at (f)
Level-3A	Lepetkata, Lakwa	Any IT service not available or OEM software installation and troubleshooting issue for which user work is affected	Maximum 8 hours per incidence	➤ Rs. 150/- per day on pro- rata (hourly) basis.



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Level-3B	Duliajan, Guwahati	Any IT service not available or OEM software installation and troubleshooting issue for which user work is affected	Maximum 24 hours per incidence	➤ Rs. 100/- per day on pro- rata (hourly) basis.
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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 provided there is not delay from RSE's part for attending the call.

1.11.2 OTHER NON PERFORMANCE DEDUCTION FOR MSS / FMS SERVICES

TABLE – NPD2

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 per RSE = {(Quarterly value as per SOR Table C) /90}/5
2	Non delivery of IT items (SOR Table: D) 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 recovery within 30 days from the time complaint is logged	For equipment in critical Level-1A and 1B: Rs. 400/- per day. 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 1.11.2(1)) 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 GST.

1.12 OPERATION OF THE CONTRACT



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The contractor shall commence MSS & FMS services within 30 days from date of issue of Letter 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.

1.13 EXCLUSIONS FROM THE CONTRACT

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

- Printer Ribbons 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.

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.



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SCOPE OF WORK

The enterprise-wide contract shall cover the various equipment for comprehensive Maintenance Support Services (MSS) & Facility Management Services (FMS) for installed PCs, video conferencing system, Biometric attendance system, Printers, UPS & other associated Peripherals and Networking devices installed at BCPL Lepetkata, Lakwa, Duliajan, Guwahati and Noida during the complete contract period.

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

2.1 COMPREHENSIVE MAINTENANCE SUPPORT SERVICES (MSS)

2.1.1 LOCAL AREA NETWORK & WIDE AREA NETWORK

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 all the passive components of BCPL LAN at the locations included in the scope of this contract. Replacement of Passive components, including, I/O Boxes, UTP Cables, casing-capping, Jack Panels, connectors, Patch cords (only UTP) etc are in the scope of this contract, except to the extent laying of cables, providing I/O box for new or extended sitting arrangement which is covered under supply as per **Table of SOR**.

The contractor shall diagnose / identify LAN cable and UTP cable faults due to any reason using appropriate cable testing tool and repair the same. 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. This shall comprise of:

- a. Supply, Installation & laying of UTP CAT-6 cable of SYSTIMAX / AMP/D-Link/i-Ball/Legrand make with proper termination at both ends.
- b. Supply, Installation of I/O box with SMB shall be wall mounted.
- c. 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.
- d. No other additional cost will be borne by BCPL for installation of the supplied item as per **SOR**.



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- e. Installation & laying of fresh LAN cables supplied under contract shall not be done by the on duty RSEs.

2.1.2 PCs, PRINTERS, UPS & PERIPHERALS

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. Substandard / 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 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.



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(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.

2.1.3 PREVENTIVE MAINTENANCE (PM)

(a) The Contractor shall carry out PM of all the IT assets mentioned in Table-A and Table-B of SOR on yearly basis.

(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.

2.1.4 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.



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- (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) 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 1.9 for 'Resolution time'.

2.1.5 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). 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 start of works/services 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 "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.
- (d) 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.
- (e) 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.



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- (f) 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.

2.2. 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:-

2.2.1 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 up to 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, updating, 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) Configuration of active directory and joining the PC and laptops to BCPL domain.
- c) Maintaining record of all installed machines, movement of machines within site, changes and configuration of machines.



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- d) Installation and configuration of printers and resolving all printing problems of Users.
- e) Downloading from internet and loading of drivers of peripherals, as & when required.
- f) Installing, reloading, reconfiguring of any desktop client machine for MS office, e- mail, Internet explorer, Intranet, Internet etc., as and when required, under MS Exchange environment.
- g) Configuration / reconfiguration of client machines to ensure optimum network connectivity and application/service availability to all Users.
- h) Re-establishing the network connectivity and application/services availability after any hardware / software failure.
- i) Regular checkup 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.
- j) Providing basic operational support to Video Conferencing systems installed in Lepetkata, Lakwa, Duliajan and Guwahati, as and when required. The EIC will train the contractor resource for Video Conferencing operational support.
- k) Assisting in smooth conduction of video conferencing and troubleshooting and setting up of video conferencing systems.
- l) All software like Operating system, device drivers, installations disks, licensed software etc. will be arranged by EIC.
- m) Enrolling of new users, Troubleshooting and maintenance of Biometric attendance system installed in BCPL offices at Lepetkata, Lakwa, Duliajan and Guwahati.

2.2.2 LAN & WAN MANAGEMENT SERVICES

LAN and WAN Management Services shall cover the LAN and WAN Infrastructure management, support & trouble shooting across BCPL locations at Lepetkata, Lakwa, Duliajan and Guwahati. 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 :-

- n) Daily monitoring of LAN, Internet links, Services, using the System Software(provided by BCPL if any), including all the active Network components(switch) etc., troubleshooting and reporting the status to Engineer-In-charge as per formats decided by BCPL.



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- o) To provide troubleshooting, diagnosis and escalating the calls to concerned vendors and to BCPL IT team in case hardware or configuration related problems occur and maintain database for the same for future reference.
- p) To provide services and assistance for mounting, dismounting and cabling of switches and patch panel in network racks as and when required in all the four locations of BCPL covered under this contract.
- q) To provide services and assistance for cabling of network racks as and when required.

2.3 STANDBY/ REPLACEMENT OF HARDWARE

- 2.3.1** 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 contractor shall maintain details like Make, Model, Serial 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.
- 2.3.2** 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.
- 2.3.3** 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.
- 2.3.4** 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.
- 2.3.5** 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.



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2.3.6 In case, the contractor is not able to return the original equipment after successful repair within a period of maximum three (3) 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 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 Four (4) months from the date of logging of call, BCPL will purchase the replacement for the faulty device with same or higher configuration of the same OEM at contractors risk and cost.**

2.3.7 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.

2.3.8 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.

2.3.9 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.

2.4 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. The contractor shall have to maintain a minimum stand units by as mentioned in the table below. This shall be applicable for Resident Service Engineers (RSE) deployed sites only.



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Table- Standby Units

Sl. No*	Item	Location	Quantity of Spares
1	CPU*	Lepetkata	3
2	CPU*	Lakwa	2
3	Monitor	Lepetkata	3
4	Monitor	Lakwa	2
5	Network LaserJet Printer**	Lepetkata	3
6	Network LaserJet Printer**	Lakwa	1

CPU Speed should be at least 2 Ghz, Core i3, RAM: 4GB

**** Standby Printer shall be as per the toner model available with BCPL.**

(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.

2.5 TOOLS and TACKLES

SL NO	Items Name	Numbers of Sets
1	Screwdriver Set	5
2	Soldering Iron	3
3	Lead Paste	5
4	Digital Multimeter	3
5	Clamping Tool	3
6	Punching Tool	3
7	Lan Tester	3
8	Steel Files	3
9	Pliers	3
10	Wair Cutter	3
11	Blower cum vacuum cleaner	2
12	Microfiber cloth	As per requirement
13	Cleansing liquid	3 (min 500ml each)
14	Anti-static electric wrist band	Per RSE
14	Heat Blower	2

(a) At all RSE deployed sites, Contractor shall arrange for requisite tools for



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their service engineers for effectively and efficiently taking up maintenance of the machines. The above list is not exhaustive as contractor shall have to provide any other tools and tackles required by the RSE for performing their job affectively.

(b) The Contractor shall ensure availability of tool and replenish them as and when required.

2.6 RESIDENT SERVICE ENGINEERS & SUPPORT STAFF AT SITES

(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. Service of Resident Service Engineers required by BCPL at each location along with other details has been specified at **section 2.6.1.**

(b) The authorized person of the contractor will nominate 1 RSE as the “Coordinator” of the contract. The coordinator will come in General shift and will be responsible for bill processing, MIS, ensure calls are attended and closed timely. He will plan the monthly shift rooster and circulate it among all the stake holders of the contract.

(c) The 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.

(d) Contractor can deploy additional RSEs to meet the systems uptime requirements as per SLR or to attend some specific type of calls/ repairs at respective location. However BCPL will not be liable to pay extra for the additional RSE. The additional technical resource can be from any of the contractor’s nearby offices/ projects.

(e) The RSE must have qualification and in-line experience as per **Section #2.6.2.** 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 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) Contractor shall provide services beyond normal working hours in critical / emergency situation 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.



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(h) All the RSE, deployed at various locations, shall provide FMS Support for the installed PCs & Peripheral devices which have been covered under this contract.

(i) All leave and/or absence of the RSEs will have to be planned in advance and shift rooster should be prepared and circulated by the “Coordinator” 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.

(j) Contractor must ensure proper handover / Takeover of manpower deployed in case any engineer resigns / not available for longer period.

(k) 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.

(l) 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.

(m) The Contractor shall make his own arrangement for transportation of the deployed Service Engineer / Support staff and IT assets, to perform the maintenance related activities at all sites and inside plant area.

(n) 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 center for reaching the site at the earliest possible time & maintain the System availability / uptime as per SLR at those locations. **The man power deputed to resolve calls at locations where RSEs are not available shall not be the RSEs on duty at Lepetkata or Lakwa.** 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.

(o) The Contractor shall ensure that all its personnel deputed for required



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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.

(p) 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.

(q) 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/ misbehavior/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.

2.6.1 RSE Deployment Requirements

The number of RSE support requirements and their deployment time and location shall be as follows.

Table- SOW1

Location	A Shift (6AM to 2PM)	B Shift (2PM to 10 PM)	General Duty/Shift (8:30AM to 5 PM)
Lepetkata	1 (7 days a week)	1(7 days a week)	2 (Normal office days)
Duliajan(*)	0	0	
Lakwa	0	0	1(Normal office days)
Guwahati	On Call Basis		

(*) Any IT services requirements for Duliajan or Guwahati location shall not be attended by RSEs on duty at Lepetkata and Lakwa.

Bidder shall be required to provide shift duty allowances to its RSEs deployed during the A-Shift and B-Shift as mentioned above. At present the permissible



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shift duty allowances is Rs 30 for A-shift and B-Shift duty. The shift duty allowances are subjected to revision from time to time by BCPL. Bidder shall be required to provide such revised shift duty allowances to its RSEs.

For providing the above services bidder need to assess total manpower required by them in shift pattern for the requirement mentioned in the above Table to meet the statutory /labour Law requirement as may be applicable from time to time. There are 15 General holidays in a calendar year in BCPL. However it may change based on the intimation from BCPL HR department. Bidder has to plan for sufficient manpower in order to manage weekly offs, holidays, and leaves for the manpower provided.

2.7 SERVICE DESK/STATION MANAGEMENT

- (a) The coordinator nominated by the contractor shall be responsible for bill processing, coordination of Service desk and resolving of calls for all the locations covered under this contract.
- (b) All the MSS & FMS related calls can also be reported to Service Desk on phone, in person or log calls in iTAC. All such Service Calls shall be immediately logged- in iTAC (in-house software to log calls), if not logged by BCPL users for automatic generation of Systems downtime report at all BCPL locations.

2.8 ADDITION / DELETION OF SYSTEMS

- (a) Details of PCs & Peripherals and Networking Equipment for MSS & FMS support have been specified at **SOR Table-A** and only for FMS support have been specified at **SOR Table- B**.
- (b) Presently some of the PCs, printers & 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 PCs, printers & 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 or old hardware of a different type/make/model other than that mentioned in the SOR shall be done by the EIC at rate provisioned in the existing contract for a similar item. 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.



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- (e) 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.
- (f) 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.

2.9 ASSISTANCE FOR SYSTEM UPGRADATION

2.9.1 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.

2.9.2 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.

2.10 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.



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2.11 DEMOBILISATION

(a) Demobilization period will be the last 30 day prior to the 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.

2.12 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.

2.13 MOVEMENT OF IT ASSETS AND RSEs AT BCPL LEPETKATA

IT Systems are installed at different buildings scattered across the BCPL Plant, Lepetkata. Vehicle for any movement of IT Assets or RSEs to attend IT tickets at different buildings/users locations shall be within the scope of the bidder. The maximum distance between RSE stations, which is the Admin. Building, and different IT users is approx. 4 Km at Lepetkata.

No Two wheeler from contractor is allowed inside the BCPL plant.



भाग – VII
SECTION – VII

दर अनुसूची (एसओआर)
SCHEDULE OF RATES (SOR)



दर अनुसूची (एसओआर)

SCHEDULE OF RATES [UNPRICED SOR]

(To be uploaded in Folder –I (Techno-commercial part)

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

BIDDER TO MENTION AS ‘QUOTED’ IN UN-PRICED BID



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E-TENDER NO: BCPL/ C019W043MC//90001111

NAME OF SERVICE: HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

SOR Table 'A' (PC & Peripherals for MSS & FMS Support

SOR Item No.	It Asset Item Description	Total Quantity (A)	No. of Months (B)	Unit	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT
A.1	Acer Power Desktop PC	19	24	Per Unit Per Month		
A.2	Wipro Super Genius Desktop PC (Model:WSG48455W7), (Model:WSG68C55W7) & (Model:WSG68B55W8)	38	24	Per Unit Per Month		
A.3	Acer Veriton Desktop PC	154	24	Per Unit Per Month		
A.4	HP Compaq pro 4300 SFF Desktop PC	27	24	Per Unit Per Month		
A.5	HP Compaq Pro 6300 SFF Desktop PC	65	24	Per Unit Per Month		
A.6	DELL Optiplex 990 SF Desktop PC	20	24	Per Unit Per Month		
A.7	HP- E-Lite 8300 Desktop PC	12	24	Per Unit Per Month		
A.8	Dell Optiplex 3020 Desktop PC	16	24	Per Unit Per Month		
A.9	HP Prodesk 600 G1 SFF Desktop PC	118	24	Per Unit Per Month		
A.10	HP 202 G2 Microtower Desktop PC	14	24	Per Unit Per Month		
A.11	UPS- Online, 3 KVA - 5 KVA	2	24	Per Unit Per Month		



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A.12	UPS- Online – 1 KVA – 2 KVA	2	24	Per Unit Per Month		
A.13	UPS- 600VA - 1 KVA	351	24	Per Unit Per Month		
A.14	UPS- Orion 650 VA	17	24	Per Unit Per Month		
A.15	UPS- Numeric 600VA	69	24	Per Unit Per Month		
A.16	UPS- APC 700VA	54	24	Per Unit Per Month		
A.17	UPS – Better Power 650VA	73	24	Per Unit Per Month		
A.18	Laptop- Dell Vostro 3300	1	24	Per Unit Per Month		
A.19	Laptop- Sony Vaio VPCS137GG	1	24	Per Unit Per Month		
A.20	Laptop- HP 4410S	1	24	Per Unit Per Month		
A.21	Laptop- Samsung NP530U4C-S04IN Ultrabook	1	24	Per Unit Per Month		
A.22	Laptop – Acer TMP246M	2	24	Per Unit Per Month		
A.23	Printer- HP Laser Jet P2015	4	24	Per Unit Per Month		
A.24	Printer- HP Laser Jet P1005	2	24	Per Unit Per Month		
A.25	Printer- HP Desk Jet D4268	2	24	Per Unit Per Month		
A.26	Printer- HP Laser Jet P2015dn	8	24	Per Unit Per Month		
A.27	Printer- HP Laser Jet 1536dnf MFP	8	24	Per Unit Per Month		
A.28	Printer- HP Laser Jet 1566	6	24	Per Unit Per Month		
A.29	Printer- HP Laser Jet 3005dn	2	24	Per Unit Per Month		
A.30	Printer- HP Laser Jet P3015	31	24	Per Unit Per Month		



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A.31	Printer- HP Laser Jet 2055n	1	24	Per Unit Per Month		
A.32	Printer- HP Laser Jet Pro 400 M401n	2	24	Per Unit Per Month		
A.33	Printer- Ricoh Aficio SP C240SF	3	24	Per Unit Per Month		
A.34	Printer- Ricoh Aficio SP C242SF	4	24	Per Unit Per Month		
A.35	Printer- HP LaserJet Enterprise 700 M712	1	24	Per Unit Per Month		
A.36	Printer- HP Laser Jet 1566n	5	24	Per Unit Per Month		
A.37	Samsung ML 2851ND PRINTER	5	24	Per Unit Per Month		
A.38	Samsung CLP 660ND PRINTER	2	24	Per Unit Per Month		
A.39	HP LASERJET 1320n PRINTER	8	24	Per Unit Per Month		
A.40	HP LASERJET COLOR 3800dn PRINTER	1	24	Per Unit Per Month		
A.41	Lexmark E260dn PRINTER	9	24	Per Unit Per Month		
A.42	Printer – Samsung ProXpress M3820ND6	32	24	Per Unit Per Month		
A.43	HP laser-jet M203dw	4	24	Per Unit Per Month		
A.44	HP DeskJet Ink Advantage 3775	1	24	Per Unit Per Month		
A.45	HP Color LaserJet Pro CPI025	1	24	Per Unit Per Month		
A.46	Scanner- HP Scanjet G3010	3	24	Per Unit Per Month		
A.47	Scanner- HP Scanjet 5590	28	24	Per Unit Per Month		
A.48	Scanner- HP Scanjet 4850	1	24	Per Unit Per Month		
A.49	Scanner- HP Design Jet 4000ps	1	24	Per Unit Per Month		
A.50	Scanner- HP Scanjet 200	15	24	Per Unit Per Month		
A.51	Canon Canoscan Lide 110 SCANNER	20	24	Per Unit Per Month		



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A.52	Scanner- HP Scanjet 5590	1	24	Per Unit Per Month		
A.53	Scanner- HP Scanjet G3010	5	24	Per Unit Per Month		
A.54	Scanner – HP Scanjet 7000S2	4	24	Per Unit Per Month		
A.55	HP Laserjet Pro M203D	5	12	Per Unit Per Month		
A.56	Zebrionics Zeb – U740 [UPS]	35	12	Per Unit Per Month		
A.57	Laptop- Lenevo V330 15”	2	12	Per Unit Per Month		
A.58	HP Prodesk 600G4 SFF PC	20	12	Per Unit Per Month		
A.59	Scanner – Epson Perfection V39	5	12	Per Unit Per Month		
A.60	Laptop – HP 348 G4	1	12	Per Unit Per Month		
SUB TOTAL (Rs.)=						
SUB TOTAL(words)=						
GST @18%						
GRAND TOTAL (Rs.)=						
Signature of Authorized Representative:						
Name of authorized person submitting the tender on behalf of the Bidder(s):						
Designation of authorized person:						
Name of Firm / Contractor/Owner:						



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SOR Table 'B' (PCs & Peripherals (under Warranty) - FMS Support only)

SOR Item No.	It Asset Item Description	Total Quantity (a)	No. of Months (B)	Unit	Unit Price Per Month (Rs.) (C)	Total Amount (Rs.) D=(A*B*C)
B.1	HP Laserjet Pro M203D	5	12	Per Unit Per Month		
B.2	Zebronics Zeb – U740 [UPS]	35	12	Per Unit Per Month		
B.3	Laptop- Lenevo V330 15"	2	12	Per Unit Per Month		
B.4	HP Prodesk 600G4 SFF PC	20	12	Per Unit Per Month		
B.5	Scanner – Epson Perfection V39	5	12	Per Unit Per Month		
B.6	Laptop – HP 348 G4	1	12	Per Unit Per Month		
SUB TOTAL (Rs.)=						
SUB TOTAL(words)=						
GST @18%						
GRAND TOTAL (Rs.)=						
Signature of Authorized Representative:						
Name of authorized person submitting the tender on behalf of the Bidder(s):						
Designation of authorized person:						
Name of Firm / Contractor/Owner:						

The "Number of months" in this table is tentative which will vary based on the warranty status and starting date of contract.



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SOR Table 'C' (Deployment of Resident Service Engineers (RSEs) at BCPL)

SOR Item No.	Item Description	UOM	Total Quantity (A)	Unit Cost (B)	Total Amount (Rs.) (C)=A*B
C.1	MSS and FMS of IT –Assets	Quarterly	8		
	SUB TOTAL (Rs.)=				
	SUB TOTAL(words)=				
	GST @18%				
	GRAND TOTAL (Rs.)=				
	Signature of Authorized Representative:				
	Name of authorized person submitting the tender on behalf of the Bidder(s):				
	Designation of authorized person:				
	Name of Firm / Contractor/Owner:				



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SOR Table 'D' (Supply of LAN cabling items)

SOR Item No.	Item Description	Total Quantity (A)	Unit Cost (B)	Total Amount (Rs.) (C)=A*B
D.1	CAT- 6 UTP LAN CABLE ---DLINK/ AMP / SYSTIMAX MAKE CAT- 6 Giga-speed UTP LAN CABLE BOX (305 MTS)	15		
D.2	I/O WITH SMB FOR CAT-6 ---I/O WITH SMB FOR CAT-6 (DLINK/AMP /SYSTIMAX Make) INCLUDING TERMINATION AT BOTH ENDS	100		
D.3	PVC CASING AND CAPPING SET OF 1 INCH WIDTH -- ISI APPROVED, INCLUDING INSTALLATION, LAYING	200		
SUB TOTAL (Rs.)=				
SUB TOTAL(words)=				
GST @18%				
GRAND TOTAL (Rs.)=				
Signature of Authorized Representative:				
Name of authorized person submitting the tender on behalf of the Bidder(s):				
Designation of authorized person:				
Name of Firm / Contractor/Owner:				



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

DO NOT OPEN – THIS IS A QUOTATION

SUB:“ CONTRACT FOR HIRING OF IT FMS AND MSS FOR BCPL IT ASSETS AT LEPETKATA, LAKWA, DULIAJAN AND GUWAHATI FOR A PERIOD OF 02 YEARS

E-TENDER NO.: BCPL/C&P/ C019W043MC/90001111

BID SUBMISSION DUE DATE & TIME : __.07.2019 at 14:30 Hrs.

TO

CONTRACTS & PROCUREMENT DEPT.
M/s. Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise),
C&P Department, Administrative Building,
PO: Lepetkata, Distt. Dibrugarh, Assam, Pin
Code:786006, Phone no. 0373 2914636.

FROM



TO BE PASTED ON THE OUTER ENVELOPE
CONTAINING ORIGINAL DOCUMENTS LIKE
DEMAND DRAFT TOWARDS EMD / BID SECURITY
& POWER OF ATTORNEY
