



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



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड Brahmaputra Cracker and Polymer Limited

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

ई-निनिदासंख्या / e-TENDER NO:

BCPL/C&P/CO20W124SD/00570

Dated 16.11.2020

ई-निनिदादस्तावेज / e-TENDER DOCUMENT FOR

**“SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH
OEM AMC FOR 3 YEARS”.**

DOMESTIC TENDER THROUGH e-MODE

Tender Submission Date & Time	:	01.12.2020 at 14:30 Hrs
Tender Opening Date & Time	:	02.12.2020 at 15:00 Hrs
Pre Bid Meeting	:	23.11.2020 at 15.00 Hrs
<u>EMD Amount</u>	:	<u>Rs. 1,88,500.00</u>

**Submission of EMD is online through SBI MOPS provided in the portal
(<https://etenders.gov.in/eprocure/app>). May refer User manual for
submission of online EMD enclosed with this tender.**



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.



e-TENDER NO: BCPL/C&P/CO20W124SD/00570

“SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS”.

FAQ

[QUESTIONS AND ANSWERS]

SL NO.	QUESTIONS	ANSWER
1	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's/BCPL's website: http://www.gailtenders.in ; http://www.bcplonline.co.in and Government portal https://etenders.gov.in/eprocure/app for complete details of tender document including qualifying requirements, important dates, etc.
2	Whether Hard copies of Bids are acceptable?	No, Bids shall be submitted only through e-tender mode in the e-TENDER PORTAL (NIC CPP PORTAL) in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) of offer/bid is acceptable.
3	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes, as applicable as per tender condition specified in ITB of tender document.
4	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer ITB Section of Tender Document.
5	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/Udyam Registration Certificate are also eligible for availing the benefits under the Public Procurement Policy”. However, MSE being registered as Traders / Dealers / Distributors / Stockiest / Wholesaler are not entitled for exemption of EMD. (ii) There is no exemption in submission of SD (Security Deposit).



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6	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
7	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not ?	No
8	Whether Late bid can be considered?	No
9	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.
10	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.
11	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.
12	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.
13	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.
14	Whether BEC can be modified after opening of Bids?	Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.
15	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%.
16	Transmit BG issuance through SFMS	Bank Name: State Bank of India Branch Name: CAG II, New Delhi IFSC: SBIN0017313



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- **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – Under section III of ITB.**
- NB: Tender document in complete in all respect including the above section along with unpriced SOR to be uploaded in technical folder and priced offer to be uploaded in Financial folder. (For details may refer instructions for participation in e-tender).



भाग – I SECTION – I

INVITATION FOR BIDS [IFB]



SECTION – I

INVITATION FOR BID[IFB]

To,

Dt.16.11.2020

PROSPECTIVE BIDDERS

SUB: “SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS”.

e-TENDER NO.: BCPL/C&P/CO20W124SD/00570

Dear Sir/Madam,

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

2.0 The brief details of the tender are as under:

I	PERIOD OF CONTRACT	:	The contract Period shall be 36 months and extendable for further period for 09 months thereof from the date of issuance of LOI/PO.
II	Tender Fee	:	NOT APPLICABLE
III	EARNEST MONEY DEPOSIT (EMD)	:	Rs. 1,88,500.00 (Submission of EMD can be made ONLINE through SBI MOPS provided in the portal (https://etenders.gov.in/eprocure/app) or in the form of 'Bank Guarantee' only as per Clause No. 16 of ITB of the tender document. The user manual for submission of online EMD is available in BCPL website. https://bcplonline.co.in/UploadFiles/tenderfile/UserManualEMD.pdf (tender section of BCPL website)
IV	BID DUE DATE & TIME	:	01.12.2020 up to 14:30 Hrs
V	OPENING OF UNPRICED BID	:	02.12.2020 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	:	90 DAYS from the date of opening of unpriced bid.
VII	VENUE FOR OPENING OF UNPRICED BIDS	:	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Dist.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
VII I	MODE OF TENDERING	:	Open Domestic Competitive Bidding through e-Mode (Under Two Bid System Basis) with uploading in GAIL's/BCPL's Website: https://www.gailtenders.in ; http://www.bcplonline.co.in ; Govt. Website: https://etenders.gov.in/eprocure/app(NIC-CPP Portal)
IX	DATE AND TIME OF PRE- BID	:	23.11.2020 at 15:00 hrs.



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CONFERENCE VENUE	Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.
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In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. As this being an online tender, please refer **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER**. 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://www.bcplonline.co.in> or NIC e-portal <https://etenders.gov.in/eprocure/app>) and submit their Bid complete in all respects as per terms & conditions of Tender Document in NIC e-portal(<https://etenders.gov.in/eprocure/app>) on or before the due date of bid submission in e-mode.
- 6.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received [in e-mode through NIC e-portal(<https://etenders.gov.in/eprocure/app>)] 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.
- 7.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 8.0 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.
- 9.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

A Pre-Bid conference (PBC) is scheduled on **23.11.2020 at 1500 HOURS** either through online mode or 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 contact Manager (C&P) Phone No. 07896760769; Email ID: sdutta@bcplindia.co.in

This is not an Order.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Samrat Dutta]
Sr. Manager [C&P]
E-mail: sdutta@bcplindia.co.in



भाग – II SECTION-II

BID EVALUATION CRITERIA [BEC]



SECTION-II

1. BID EVALUATION CRITERIA [BEC]

1.0 BID EVALUATION CRITERIA (BEC):

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

1.1.1 Bidder shall be the original equipment manufacturer (OEM) of the quoted item or an Authorized Business Partner/ System Integrator of OEM. In case the bidder is an Authorized Business Partner/ System Integrator, then the bidder is required to submit authorization letter(s) from the respective OEMs.

1.1.2 Bidder must have **executed** at least one (01) single work order / contract of 'similar nature' having value not less than **Rs. 18.53 Lakhs** in preceding seven (07) years to be reckoned from the due date of unpriced bid opening.

'Executed' means fully executed and completed.

'Similar nature' means **Network security firewalls/Network Core switches/SMTP-Gateway.**

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

1.1.4 Relaxed Norms for Startups (prior experience criteria):

Prior experience(i.e. sl. no. 1.1.2 & 1.1.3 above) for 'Startups' 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 for the specific service as mentioned in the tender and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.



The relaxation of prior experience and prior turnover to startup (whether Micro & Small Enterprise (MSEs) or otherwise) has been given to a specific goods/job domain wherein they are registered for as mentioned above.

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

1.2 BEC- Financial: (as a single bidder)

1.2.1 TURN OVER:

*The bidder should have **minimum annual turnover** of **Rs. 18.53 Lakh** as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (FY: 2019-20 or 2018-19 or 2017-18).*

*In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2019-20 is not audited on the due date of 'submission of bid/bid closing date' (**upto 31st December of the relevant financial year**), in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2019-20 i.e. FY: 2018-19 or 2017-18 or 2016-17. Accordingly, Annual Turn-over of the bidder for the FY: 2018-19 or 2017-18 or 2016-17 shall be considered.*

1.2.2 NET WORTH:

*Net Worth of the bidder should be **positive** as per the **last audited financial statement**, i.e. FY: 2019-20.*

*In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2019-20 is not audited on the due date of 'submission of bid/bid closing date' (**upto 31st December of the relevant financial year**), in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2019-20 i.e. FY: 2018-19. Accordingly, net worth of the bidder for the FY: 2018-19 shall be considered.*

1.2.3 WORKING CAPITAL:

*The bidder should have **minimum working capital** of value of **Rs. 3.70 Lakh** as per the last audited financial statement, i.e., FY: 2019-20.*

Note:



- i) If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per **Format, F-15** having net worth not less than **Rs.100 crores**, confirming the availability of line of credit to meet the working capital requirement as mentioned above at **BEC clause no. 1.2.3** (Format specified in tender document).
- ii) Bidder has to upload / submit the audited financial results for the immediate preceding financial year **as per BEC clause no. 1.2.1 i.e. FY: 2019-20**.
- iii) In case, financial results (Balance sheet and profit & Loss account statement) of **FY: 2019-20** is not audited on the due date of 'submission of bid/bid closing date' (**upto 31stDecember of the relevant financial year**), in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2019-20 i.e. FY: 2018-19**. Accordingly, working capital of the bidder for the **FY: 2018-19** shall be considered.

1.2.4 Relaxed Norms for Startups (financial criteria):

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

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

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

1.2 Documents/Documentary Evidence required to be submitted by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. 1.1:

Sn.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
	1.1	Technical Experience Criteria – Document	



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Sn.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
1.	1.1.1	Authorization Letter	Bidder to submit/upload copy of relevant document certifying to be original equipment manufacturer (OEM) of the quoted item. In case bidder is an Authorized Business Partner/ System Integrator of OEM, then the bidder is required to submit authorization letter(s) from the respective OEMs along with the relevant document certifying OEM to be OEM of the quoted item.
2.	1.1.2	Experience against execution & completion of order	a) Bidder must submit/upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which has been executed / completed towards similar nature of jobs as mentioned at sl. no. 1.1.2 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent certificate against the Order/LOA/Contract/Agreement submitted as mentioned at point "a" above, must be submitted/uploaded. The <u>Completion Certificate or equivalent certificate</u> must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The <u>Completion Certificate or equivalent certificate</u> must be issued by the end-user/owner/authorized consultant.
3	1.1.3	Experience against execution of running AMC (Annual Maintenance Contract) /	a) Bidder must submit / upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at sl.no.1.1.2 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Execution Certificate or equivalent certificate against Order/LOA/Contract/Agreement for the running



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Sn.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
		ARC (Annual Rate Contract)	contract as mentioned at point "a" above must be submitted/uploaded clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned at sl. no. 1.1.2 of BEC. The execution certificate or equivalent certificate must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The <u>Execution Certificate or equivalent certificate</u> should have been issued by the end-user/owner/authorized consultant.
4	1.1.4	Experience against Startup Company	a) Bidder to upload / submit the 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp. b) Bidder to upload/submit documents for the specific goods/jobs domains wherein they are registered for including the application submitted to DIPP duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.
	1.2	Financial Experience Criteria- Document [All audited financial statements/documents (balance sheet and profit & loss account statement under 1.2.1, 1.2.2 & 1.2.3 of above BEC) to be uploaded(submitted) must be <u>duly Certified/attested by Notary public with legible stamp</u>]	
4	1.2.1	Annual Turn-over	Bidder(s) shall submit copy(s) of audited financial result (Balance sheet and profit & Loss account statement) of the



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Sn.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
		(Not mandatory for start-ups)	preceding three (03) Financial Year(s), i.e. FY: 2019-20 or 2018-19 or 2017-18. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2019-20 is not audited on the due date of 'submission of bid/bid closing date' (upto 31st December of the relevant financial year), in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2019-20 . i.e. FY: 2018-19 or 2017-18 or 2016-17 . Accordingly, Annual Turn-over of the bidder for the FY: 2018-19 or 2017-18 or 2016-17 shall be considered.
5	1.2.2	Net worth (Mandatory for all bidders)	Bidder(s) shall submit copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. FY: 2019-20. In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2019-20 is not audited on the due date of 'submission of bid/bid closing date' (upto 31st December of the relevant financial year), in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2019-20 . i.e. FY: 2018-19 . Accordingly, net worth of the bidder for the FY: 2018-19 shall be considered.
6	1.2.3	Working capital (Mandatory for all bidders)	Bidder(s) shall submit copy of audited financial statement Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e. FY: 2019-20.



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Sn.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion) [All documents must be duly authenticated/ attested]
			In case, financial results (Balance sheet and profit & Loss account statement) of FY: 2019-20 is not audited on the due date of 'submission of bid/bid closing date' (upto 31st December of the relevant financial year), in such case bidder has to upload / submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to FY: 2019-20 i.e. FY: 2018-19. Accordingly, working capital of the bidder for the FY: 2018-19 shall be considered. If the bidder's <u>working capital is negative or inadequate as per BEC clause no. 1.2.3</u>, the bidder shall submit/upload a letter from the bidder's bank as per Format, F-15 having net worth not less than Rs.100 crores, confirming the availability of line of credit to meet the working capital requirement as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document).
7		Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format, F-16 enclosed duly signed and stamped by a Chartered Accountant only .

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

- 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.
- Bids of Joint Venture/ Consortium are not acceptable.
- Experience of bidder acquired as a subcontractor can be accepted against submission of work completion certificate from end user by such bidder along



with other specified documents as mentioned in sl. no. 1.3 above under BEC clause no. 1.1.2.

- iv) For experience based on composite works: In case the bidder has executed a composite work against a single Order/LOA/Contract/Agreement which includes qualifying work stated above at BEC sl. no.1.1.2, then the value of such qualifying work only [out of total quantity of composite work] shall be considered for the purpose of evaluation.
- v) **Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL.**
- vi) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

The cut-off date for meeting the criteria of BEC of the tender shall be the due date for submission of bid.

2.0 Methodology for Evaluation of Bids and award:

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

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

- Work centre/Project is entitled to avail Tax Credit of GST (CGST & SGST/UTGST or IGST) and there is certainty at the time of bid evaluation about the quantum of input tax credit available for the tendered items/services/ works:
- The input credit of GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids.

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

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



- 2.4 In case of **a tie** at the lowest bid (L1) position between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.
- 2.5 In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy for startup.
- 2.6 In case, there is **a tie** at the lowest bid (L1) position between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year, **duly certified by Chartered accountant**.
- 2.7 Startups are exempted from submission of **EMD**.
- 2.8 **CPBG: The following CPBG clause shall be incorporated in tender document,**
- 2.8.1 The contract performance security shall be 10% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.

OR

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

2.9 **PPP Policy 2012:**

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

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

- i. BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.



- ii. BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.
- iii. ONLY DOCUMENTS (WORK ORDER, COMPLETION CERTIFICATE, AND EXECUTION CERTIFICATE ETC.) WHICH HAVE BEEN REFERRED/SPECIFIED IN THE BID SHALL BE CONSIDERED IN REPLY TO QUERIES DURING EVALUATION OF BIDS.

भाग – III SECTION-III



INSTRUCTION TO BIDDERS [ITB]

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



SECTION-III

INSTRUCTION TO BIDDERS

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SECTION-III

INSTRUCTIONS TO BIDDERS [ITB]

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

[A] – GENERAL

1 SCOPE OF BID:

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

2 ELIGIBLE BIDDERS:

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



Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas.

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

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

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

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

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

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 Procurement to the Employer during the preparatory stages of the Procurement or of the project of which the Supply forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

- 2.5 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:

Power of Attorney to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent



communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium).

Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium). The Power of Attorney shall be issued as per the constitution of the bidder as below:

- a) In case of Proprietorship: by Proprietor
- b) In case of Partnership: by all Partners or Managing Partner
- c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP
- d) In case of Public / Limited Company: PoA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

The Power of Attorney should be valid till award of contract / order to successful bidder.

2.8 **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **NOT ACCEPTABLE.**

2.9 No firm can be a **sub-Contractor** while submitting a bid individually in the same bidding process.

3 **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"** - [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)] **–NOT APPLICABLE FOR THIS TENDER**

4 **ONE BID PER BIDDER:**

4.1 A bidder shall submit only one bid in the same bidding process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A bidder who submits or



participates in more than one bid will cause all the proposals in which the bidder has participated to be disqualified.

- 4.2 More than one bid means bid(s) by bidders(s) having same proprietor / partners / Limited Liability Partners in any other Bidder(s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.
- 4.3 Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 4.4 Alternative bids shall not be considered.
- 4.5 The provision mentioned at sl. no. (4.1) and (4.2) shall not be applicable wherein bidder are quoting for different items / Sections / Parts / Groups / SOR Items of the same tender which specify evaluation on items / Sections / Parts / Groups / SOR item basis.

5 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.

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 supply/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 Purchaser 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 Purchaser 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.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS:

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

- Section-I : Invitation for Bid [IFB]& NIT
- Section-II : BID EVALUATION CRITERIA [BEC] EVALUATION OF BIDS, SELECTION OF TRANSPORTERS AND DISTRIBUTION OF QUANTITY FOR AWARD
- Section-III : Instructions to Bidders [ITB]
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- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work[SOW] and Technical Specification [TS]
- Section-VII : HSE
- Section-VIII : SOR

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

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

8 CLARIFICATION OF BIDDING DOCUMENTS:

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tender website/[Government website \(NIC e-portal\)](#)



[<http://gaitenders.in>; <http://www.bcplonline.co.in> / <https://etenders.gov.in/eprocure/app>] / communicated to prospective bidders by e-mail/ fax.

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

9 AMENDMENT OF BIDDING DOCUMENTS:

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

[C] – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, 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. DOCUMENTS COMPRISING THE BID:

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

Note: All the pages of the Bid must be signed by the "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 (SOR : Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any



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

11.1.3 In case the bids are invited under e-tendering system, bidders are requested to refer instructions for participating in E-Tendering and the ready reckoner for bidders available in <https://etender.gail.co.in>. Bids submitted manually shall be rejected, the bids must be submitted on GAIL’s E-tendering website as follows:-

PART-I: “TECHNO-COMMERCIAL/UN-PRICED BID” comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Bond, copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the e-tendering portal. Further, Bidders must submit the original " EMD, 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, superscribing 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.

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 hereinabove and to uploaded in



SOR attachment/Conditions of E-tendering portal. In case of bids invited under single bid system, a single envelope containing all documents specified at ITB above form the BID.

11.2 In case the bids are invited under e-tendering system, bidders are requested to refer instructions for participating in E-Tendering and the ready reckoner for bidders available in BCPL website. Bids submitted manually shall be rejected, the bids must be submitted on NIC CPP e-portal 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, copy of Power of Attorney and copy of integrity pact should be uploaded in e-tendering portal. Further, Bidders must submit the original " EMD /online EMD, 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, superscribing 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 (where manual EMD is sought else bidder to submit EMD online only through SBIMOPS). 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 hereinabove and to uploaded in SOR attachment/Conditions of E-tendering portal. [In case of online bidding, necessary modifications w.r.t. SOR attachment and provisions for online filling the rate and its attachment, should be mentioned]

11.3 In case of bids invited under single bid system, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

12 SCHEDULE OF RATES / BID PRICES:

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by



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



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

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

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

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

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

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

- 13.5 Where the BCPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.5.1 Owner/BCPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/BCPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 13.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where the BCPL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-



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

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

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

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

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

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

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

13.10 **ANTI-PROFITEERING CLAUSE:**



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

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.

- 13.11 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, 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, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

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

- 13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

14 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

15 BID VALIDITY:



- 15.1 Bids shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.
- 15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his 'Bid Security'. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'Bid Security' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY/BID SECURITY- :

- 16.1 Bids must be accompanied with '**Earnest Money / Bid Security**' through **SBI MOPS** or '**Bank Guarantee**' as per the format given in **Form -4 of the bidding documents**. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.

Bidders willing to submit EMD ONLINE through SBI MOPS provided in the portal (<https://etenders.gov.in/eprocure/app>) may refer User manual for submission of online EMD enclosed separately with this tender for process to submit ONLINE EMD.

The user manual for submission of online EMD is available in BCPL website. <https://bcplonline.co.in/UploadFiles/tenderfile/UserManualEMD.pdf> (tender section of BCPL website) Bidders willing to submit EMD in the form of Bank Guarantee (BG) can also transmit BG through **SFMS** to BCPL's banker with banker's details as mentioned below:

BG issuance message is to be transmitted through SFMS to beneficiary's bank as below:

Name of Bank: ICICI Bank
Branch: GUWAHATI - FANCY BAZAR
IFSC: ICIC0000543

The issuing bank while issuing/amending the BG should ensure that the below information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV:

<u>Field Number</u>	<u>Particulars (to be mentioned in Row 1)</u>
7037	BCPL566911048

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 'Bid Security' is required to protect BCPL against the risk of Bidder's conduct, which would warrant the 'Bid Security's' forfeiture, pursuant to "ITB: Clause-16.7"
- 16.3 BCPL shall not be liable to pay any Bank charges, commission or interest etc. on the amount of 'Bid Security'. In case 'Bid Security' is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. 'Earnest Money / Bid Security' shall be valid for 'two [02] months' beyond the 'Bid Validity Period'
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5 **Unsuccessful Bidder's 'Earnest Money / Bid Security' will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tender.**
- 16.6 The successful Bidder's 'Bid Security' will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security / Security Deposit' pursuant to clause 37 & 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the 'Bid Security' may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies bids during the period of bid validity (after submission date).
 - (d) Violates any other condition, mentioned elsewhere in the tender document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt the "Notification of Award" / "Fax of Intent [FOI]/ Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case Bid Security is in the form of 'Bank Guarantee' or 'Letter of Credit', the same must indicate the Bid Document No. and the Work for which the Bidder is quoting. This is essential to have proper correlation at a later date. The 'Bid Security' should be in the form provided at 'Form F-4'/'Form F-4A'.
- 16.9 **MSEs (Micro & Small Enterprises) are exempted from submission of EMD/Bid Security** in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government



Departments/PSUs are also exempted from the payment of Bid Security. However, Traders / Dealers / Distributors / Stockiest / Wholesaler are not entitled for exemption of EMD.

16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by GAIL. The forfeiture amount will be subject to final decision of GAIL based on other terms and conditions of order/ contract.

16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

17 PRE-BID MEETING (IF APPLICABLE):

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

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GAIL's/BCPL's website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

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

18 FORMAT AND SIGNING OF BID:

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for un-amended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19 ZERO DEVIATION AND REJECTION CRITERIA:



19.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. BCPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note BCPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. BCPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. BCPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

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

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

20 **E-PAYMENT:**

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

[D] – SUBMISSION OF BIDS

21 **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 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.
- 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 bid submission date will be uploaded on GAIL's/BCPL's website/ communicated to the bidders.

23 LATE BIDS:

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In the instant manual tendering, bids received by BCPL after the deadline for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The bid bond of such bidders shall be returned along with the un-opened bid.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS:

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

24.1.1 IN CASE OF E-TENDER:

The Bidder may withdraw or modify its Bid after bid submission but before the Due Date & Time of Bid submission.



24.1.2 **FOR 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 the prepared, sealed, marked and dispatch in accordance with the provision of the clause 22 of ITB, with the after and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

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

24.4 The latest bid hence submitted shall be considered for evaluation and all other bids 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 **EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

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

[E] – BID OPENING AND EVALUATION

26 **BID OPENING:**

26.1 ***Unpriced Bid Opening:***

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



26.2 *Priced Bid Opening:*

- 26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.
- 26.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall be unopened and returned unopened after opening of the price bids of techno-commercially responsive bidders.
- 26.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

27 CONFIDENTIALITY:

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

28 CONTACTING THE EMPLOYER:

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 28.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 29.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security';
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"



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

30 CORRECTION OF ERRORS:

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



31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:

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

32 EVALUATION AND COMPARISON OF BIDS:

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

33 COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER:

34 PURCHASE PREFERENCE:

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

[F] – AWARD OF CONTRACT

35 AWARD:

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

"BCPL intent to place the order/contract directly on the address from where Goods are produced/dispatched are Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed".

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

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

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

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



37 SIGNING OF AGREEMENT:

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

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT:

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 38.2 **The contract performance security shall be for an amount equal to 10% of order value (excluding GST) specified in Bidding Data Sheet (BDS)/as stipulated in Section-II of tender document towards faithful performance of the contractual obligations and performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST.

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

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



- 38.5 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order/ contract.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 39.2 The Fraud Prevention Policy document is available on GAIL's/BCPL's website (www.gailonline.com/www.bcplonline.com)

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

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)
- i) Issue of tender document to MSEs free of cost.
 - ii) Exemption to MSEs from payment of EMD/Bid Security.



- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 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.

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

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

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

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

- Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>). Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012

(ii) An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.03.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

- If the MSE is owned by SC/ST Entrepreneurs/ Women Entrepreneur, the bidder shall furnish appropriate documentary evidence in this regard.

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



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

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

40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.

40.6 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

41 AHR ITEMS:

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

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

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

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

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

42 VENDOR PERFORMANCE EVALUATION:

Shall be as stipulated Appendix-2 of General Conditions of Contract- Services with following modifications:

(i) Clause no. 3.0 i)



Preparation of Performance Rating Data Sheet: Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. 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) Clause no. 4.0 “EXCLUSIONS”

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

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 8).

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

(iii) Clause no. 5.1 v) and 5.3 v)

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

- A. Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating).
Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

(a) First Instance: Holiday (Red Card) for Two Years

(b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):



(a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.

(b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Three Years.

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under second para of Clause no. 2.17.3 of GCC-Services)

(a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years. Further such vendor will not be allowed to participate in the retender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s). The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

(b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.

(C) Where Performance rating is “FAIR”: Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

Clause no.11



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 retendering of the same job(s)/item(s). Further, such bidder will be put on Watch List (Yellow Card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

43 INCOME TAX & CORPORATE TAX:

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

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

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

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

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

45 DISPUTE RESOLUTION MECHANISM:

PRE-LITIGATION REDRESSAL MECHANISM:

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



- (ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15days from the date of issue raised.
- (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.
- (iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed which cannot be resolved through the aforesaid pre-litigation mechanism, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

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

2.1 On invocation of the Arbitration clause by either party, BCPL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from BCPL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and BCPL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of BCPL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of “Delhi International Arbitration Centre.”

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who



shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

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

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

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

2.6 List of Excepted matters:

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

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

3. GOVERNING LAW AND JURISDICTION:

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

46 BILLING SYSTEM:

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

- (a) Top left corner of the envelope



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

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

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

47 TRANSPARENCY:

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

48 SALE OF BID DOCUMENTS:

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

49 SUBLETTING & ASSIGNMENT:

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

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



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

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

51. CHECK MEASUREMENT:

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

1. Where BCPL Executive is Engineer-In-Charge (EIC) (e.g O&M Contracts)
 - a. Site-In-Charge/Site Engineer will check 100% measurements of executed work.
 - b. EIC will further check measurements at least 15% of bill value. In case, Site-in-Charge/Site Engineer is not available, EIC will check 100% measurements of executed work.
 - c. An officer one level above EIC but not below level of HOD will check measurements of 5% of bill value. In case, HOD is EIC, then he will check measurements of 20% of bill value.
2. Where PMC is EIC (e.g Project Construction):
 - a. PMC will check 100% measurements of executed work.
 - a. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - b. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
3. Where BCPL Executive is EIC and where Third Party Inspector is deployed (e.g ARC type Construction Contracts):
 - a. Third Party Inspector will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 10% of bill value, certified by Third Party Inspector.
 - c. EIC will further check measurements of 5% of bill value. In case, there is no Site Engineer, EIC himself will check measurements of 15% of bill value.
 - d. An officer one level above EIC but not below level of HOD (for O&M Cases) and DGM (for Project Cases) will check measurements of 5% of bill value. In case, HOD (for O&M Cases) and DGM (for Project Cases) is EIC, then he will check measurements of 10% of bill value or measurement of 20% of bill value, in case there is no Site Engineer.
4. OIC (or HOD in case of Corporate Office) or an officer of higher level to that of EIC authorized by OIC may carry out random checking of executed items where the executed quantity exceed SOR quantities.
5. While exercising test check of 5%, 15% level and on random basis as above, it may be ensured that high rate items, AHR items, items exceeding SOR quantity and concealed items have been covered in the items selected for checking.
6. The Superior officer should preferably check such items/quantities other than those already checked by BCPL executives at lower levels and should also ensure that the subordinate



officer/officers have exercised the requisite percentage check as stipulated in the procedure.

7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."

52. PROVISION WITH RESPECT TO CARRIAGE BY ROAD ACT 2007:

As per the Section 3 of the 'Carriage by Road Act 2007', no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Therefore, goods should be transported through common carriers only and also a specific provision in the tender be made which makes it incumbent on the supplier to transport the contracted material /supplies only through registered common carriers.

53. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
54. 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.

55. 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. GAIL'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.



56 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.

57. QUARTERLY CLOSURE OF THE CONTRACT

During execution of 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 related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor/ Supplier/ Contractor/Consultant (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge (EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any.

58 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier/ contractor/ service provider should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider should issue Credit Note towards the applicable PRS amount with applicable taxes. In such cases if supplier/ contractor/ service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BCPL will release the payment to supplier/ contractor/ service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material." In case any financial implication arises on GAIL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider. GAIL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the Supplier/Contractor under this contract or under any other contract.

59 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS: 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.



- 60 “BCPL has developed Vendor Grievance platform-“Samadhan” for timely addressing the issues/ grievances of Vendor/ Supplier/ Contractor/Consultant (hereinafter referred ‘Vendor’).

Accordingly the methodology for resolution of issue(s)/ grievance (s) of Vendor shall be as under:

- (i) Any issue should be first referred to EIC (for contracts)/ Dealing C&P Executive (for Purchase Orders).
- (ii) In case issue is not resolved, Vendor may submit their issue/ grievance to Samadhan committee. The same shall be addressed by GAIL within 15 days.

**CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER
WHICH SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

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

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or



- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. **"Beneficial owner"** for the purpose of above (4) will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation—
 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

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.

“Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central



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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period,



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

B.2.2 Period of Banning

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

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

C Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

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



at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.

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

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

D 3 Effect of Suspension of business:

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

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



allied agency/(ies) are on banning list of GAIL/BCPL or the Ministry of Petroleum and Natural Gas and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.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 of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.
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Annexure-II

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant.



Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) **Implementation of Corrective Measures:**

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

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

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:

Where Performance rating is “POOR”:

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

(i) Poor Performance due to reasons other than Quality : One Year



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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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



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

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 **EXCLUSIONS:**

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

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

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

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



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

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

6.0 EFFECT OF HOLIDAY:

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



will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

6.3. Effect on other ongoing tendering:

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

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

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

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

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

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

9. 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 of 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. 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



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

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.



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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING ()**

Note:

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

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

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

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

Signature of Authorized Signatory:

Name:

Designation:

Instructions for allocation of marks



1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Up to 3 months	Before CDD	40
	Delay up to 4 weeks	35
	" 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 up to 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 - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks



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

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



Brahmaputra Cracker and Polymer Limited
PERFORMANCE RATING DATA SHEET [PRDS]

(FOR O&M) Annexure-2

- 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:

INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Up to 3 months	Before CDD	40
	Delay up to 4 weeks	35
	" 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 up to 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 - Moderate nature - low severe nature	0 marks 5 marks 10-25 marks
iii) Number of deviations	1. No deviation 2. No. of deviations ≤ 2 3. No. of deviations > 2	5 marks 2 marks 0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

A.	FOR WORKS/CONTRACTS	Marks
i)	Submission of order acceptance, agreement, CPS/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, CPS/PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (up to 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

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

Ready Reckoner to Participate in BCPL e-tender through CPP Portal of NIC is available in BCPL website

<https://bcplonline.co.in/UploadFiles/tenderfile/ReadyReckonerBCPL.pdf>

The user manual for submission of online EMD is also available in the website of BCPL as under

<https://bcplonline.co.in/UploadFiles/tenderfile/UserManualEMD.pdf>

Bidder may go through the same before submission of bids in the NIC Portal.



ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB clause	Description				
1.2	The Invitation for Bids/ e-TENDER NO is : e-TENDER NO.: BCPL/C&P/CO20W124SD/00570				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker And Polymer Limited				
2.1	Name of the Contract: “SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS”.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1" data-bbox="453 887 1008 1037"><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. SAMRAT DUTTA, Sr. Manager (C&P) / Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@bcplindia.co.in				
C. PREPARATION OF BIDS					



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

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:
14	The currency of the Bid shall be INR
15	The bid validity period shall be three months from final 'Bid Due Date'.

D. SUBMISSION AND OPENING OF BIDS

ITB clause	Description
22	The e-TENDER NO. of this bidding process is: BCPL/C&P/CO20W124SD/00570
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. SAMRAT DUTTA, Sr. Manager (C&P) / Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@bcplindia.co.in
26	The bid opening shall take place at: Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.Email id: sdutta@bcplindia.co.in Date: 02.12.2020 Time: 15:00 Hrs.

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description
32	Evaluation Methodology is mentioned in Annexure-II.



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

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: State: Assam				
38	Contract Performance Security/ Security Deposit <table border="1"><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> Applicable: As specified in ITB of tender document.	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				
40	Public Procurement Policy for MSEs : <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table> Whether tendered item is non-split able or not-divisible :NON-SPLITTABLE	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				
41	Provision of AHR Item : <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				
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1"><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				



FORMS & FORMAT



LIST OF FORMS & FORMAT

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



BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS".

e-TENDER NO.: BCPL/C&P/CO20W124SD/00570

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



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

17	PAN Details	[Enclose copy of PAN Card]
18	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No (If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM Part-II) issued by the authority specified by the respective State Government.)
19	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB) MSE registered as: MSE – GENERAL MSE – ST MSE – SC NON MSE MSE – BOUGHT OUT MICRO-OTHERS (WOMEN OWNED) MICRO-SC (WOMEN OWNED) MICRO-ST (WOMEN OWNED) SMALL-OTHERS (WOMEN OWNED) SMALL -SC (WOMEN OWNED) SMALL -ST (WOMEN OWNED) MEDIUM-OTHERS (WOMEN OWNED) MEDIUM -SC (WOMEN OWNED) MEDIUM -ST (WOMEN OWNED) OTHER INDUSTRIES (WOMEN OWNED)
20	Type of Entity	Corporate/ Non-Corporate (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
21	GSTIN	Please submit GST Registration Certificate
22	Vendor Classification Mark (✓) on the applicable one.	Registered ☐ Un-registered ☐ Compound Scheme ☐ PSU , GOVT ☐ SEZ ☐
23	Whether Start-up?	(YES / NO) Put Tick mark Certificate Ref. no. _____ Date of issuance. _____ Domain _____ The start-up certificate to be attested by chartered accountant & notarized by notary public.
24	EPF Registration no.	
25	ESI code no.	
26	Confirm compliance to ITB clause no. 4 (One bid per bidder)	

Place:
Date:

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



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS".

e-TENDER NO.: BCPL/C&P/CO20W124SD/00570

Dear Sir,

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

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

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:



LIST OF ENCLOSURES

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS”.

e-TENDER NO.: BCPL/C&P/CO20W124SD/00570

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. Requisite document in case of Start-up.
5. 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.
6. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
7. EMD / Bid Bond
8. Power of Attorney
9. Duly certified document from chartered engineer and or chartered accountant.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

Ref.:-----

Bank Guarantee No.:-----

Date-----

To

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

Dear Sir (s),

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

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

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

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

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

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

WITNESS:

(SIGNATURE)

(NAME) :

(OFFICIAL ADDRESS):

(SIGNATURE)

(NAME)

Designation with Bank Stamp

Attorney as per _____

Power of Attorney No.

Date: _____



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

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



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: "SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS".

e-TENDER NO.: BCPL/C&P/CO20W124SD/00570

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.



"NO DEVIATION" CONFIRMATION

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS".

e-TENDER NO.: BCPL/C&P/CO20W124SD/00570

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



DECLARATION REGARDING HOLIDAY/BANNING AND LIQUIDATION, COURT RECEIVERSHIP

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: “SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS”.

e-TENDER NO.: BCPL/C&P/CO20W124SD/00570

Dear Sir,

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

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

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

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

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

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



CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS".

e-TENDER NO.: BCPL/C&P/CO20W124SD/00570

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:
Date:

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



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

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir(s),

M/s. _____ having
registered office at _____ (herein after called the "contractor" which
expression shall wherever the context so require include its successors and assignees) have
been awarded the work of _____
vide PO /FOA/LOI

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

1. We

_____ hereby
undertake to give the irrevocable & unconditional guarantee to you that if default shall be made
by M/s. _____ in performing any of the terms and
conditions of the tender/order/contract or in payment of any money payable to M/s
Brahmaputra Cracker and Polymer Limited we shall on first demand pay without demur,
contest, protest and/ or without any recourse to the contractor to BCPL in such manner as you
may direct the said amount of Rupees _____ only or such portion
thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee,
postpone for any time or from time to time the exercise of any of the powers and rights
conferred on you under the contract with the said
_____ and to enforce or to forbear from endorsing any
powers or rights or by reason of time being given to the said _____
and such postponement forbearance would not have the effect of releasing the bank from its
obligation under this debt. 3. Your right to recover the said sum of Rs.
_____ (Rupees _____)



_____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto _____ (this date should be 90 days after the expiry of defect liability period/ 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 not withstanding any security or other guarantee that BCPL may have in relation to the supplier's / contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by BCPL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.



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

Yours faithfully,

Bank by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf 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.

.....



AGREED TERMS & CONDITIONS

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS.

e-TENDER NO.:- BCPL/C&P/CO20W124SD/00570

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	
5.	Confirm acceptance of relevant Terms of Payment specified in the Bid Document. In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm compliance to Completion Schedule/Period of Contract as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.	



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9.	Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.	
10.	Confirm acceptance of all terms and conditions of Bid Document (all sections). Confirm that printed terms and conditions of bidder are not applicable.	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Please furnish EMD/Bid Security details : EMD/ Bid Security No. & date Value Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.	
17.	All correspondence must be in ENGLISH language only.	
18.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
20.	Confirm acceptance to anti-profiteering clause under GST.	



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Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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: "SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS".

e-TENDER NO.: BCPL/C&P/CO20W124SD/00570

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 :



UNDERTAKING ON LETTERHEAD

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS".

e-TENDER NO.: BCPL/C&P/CO20W124SD/00570

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS".

e-TENDER NO.: BCPL/C&P/CO20W124SD/00570

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



CHECK LIST

Bidders are requested to duly fill in the checklist. Please ensure compliance and tick (✓) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Signing and Stamping / digital signing on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, addendum (if any) as a token of acceptance to tender terms & clause.		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid.		
i	Covering Letter, Letter of Submission.		
ii	Signed and stamped original copy of bidding document along with drawings and addendum (if any).		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v.	Bidders declaration that regarding, Holiday/ Banning, liquidation court receivership or similar proceedings in Format 7.		
vi.	Details and documentary proof required against qualification criteria along with complete documents. (Also fill the documents & certification checklist given below)		
vii.	Confirm submission of document along with techno-commercial bid as per bid requirement.		
3.0	Confirm that all forms& formats duly filled in are enclosed with the bid duly signed by authorized person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document		
5.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		



DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	EMD Value	Rs.1,88,500.00		
A	BG	BG VALIDITY BEYOND 3 THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/ NA	NO
B	NSIC/DIC CERTIFICATE/ UDYOG ADHAR	Duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) AND Notary Public with Legible stamp as MENTIONED IN CLAUSE NO.40 OF ITB.	YES/ NA	NO
2.	BID VALIDITY UPTO THREE MONTHS	ACCEPTED	YES	NO
3.	Authorization Letter <i>[As stipulated in clause no. 1.1.1 of BEC]</i>	<i>Bidder to submit/upload copy of relevant document certifying to be original equipment manufacturer (OEM) of the quoted item.</i> <i>In case bidder is an Authorized Business Partner/ System Integrator of OEM, then the bidder is required to submit authorization letter(s) from the respective OEMs along with the relevant document certifying OEM to be OEM of the quoted item.</i>	YES	NO
4.	Experience against execution & completion of order <i>[As stipulated in clause no. 1.1.2 of BEC]</i>	a) Bidder must submit/upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which has been executed / completed towards similar nature of jobs as mentioned at sl. no. 1.1.2 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent certificate against the Order/LOA/Contract/Agreement submitted as mentioned at point "a" above, must be submitted/uploaded. The <u>Completion Certificate or equivalent</u>	YES	NO



		<i>certificate must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The Completion Certificate or equivalent certificate must be issued by the end-user/owner/authorized consultant.</i>		
5.	<i>Experience against execution of running AMC (Annual Maintenance Contract) / ARC (Annual Rate Contract)</i> <i>[As stipulated in clause no. 1.1.3 of BEC]</i>	<i>a) Bidder must submit / upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at sl.no.1.1.2 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening.</i> <i>b) Copy of Execution Certificate or equivalent certificate against Order/LOA/Contract/Agreement for the running contract as mentioned at point “a” above must be submitted/uploaded clearly mentioning the executed VALUE till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned at sl. no. 1.1.2 of BEC. The execution certificate or equivalent certificate must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The Execution Certificate or equivalent certificate should have been issued by the end-user/owner/authorized consultant.</i>	YES	NO
6	<i>Experience against Startup Company</i>	<i>a) Bidder to upload / submit the ‘Certificate of Recognition’ issued by Dept. of Industrial</i>	YES	NO



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	[As stipulated in clause no. 1.1.4 of BEC]	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. b) Bidder to upload/submit documents for the specific goods/jobs domains wherein they are registered for including the application submitted to DIPP 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.		
A	ORDER COPY	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
B	ORDER COPY	Duly NOTARISED by Notary Public with legible stamp	YES	NO
C	COMPLETION/EXECUTION CERTIFICATE	Has been issued by the End User / Owner / Authorized Consultant of Owner.	YES	NO
D	COMPLETION/EXECUTION CERTIFICATE	Duly CERTIFIED by CHARTERED ENGINEER with LEGIBLE stamp	YES	NO
E	COMPLETION/EXECUTION CERTIFICATE	Duly NOTARISED by Notary Public with legible stamp	YES	NO
7.	FINANCIAL CRITERIA AS STIPULATED IN BEC		YES	NO
8.	Successful bidder shall have to submit Security Deposit (SD)/Contract Performance Security @10%of Annualized Contract Value excluding GST (valid up to 3 months beyond the contract period).		YES	NO
9.	Tender Document signed & stamped.	Signed & stamped / digital sign all pages ALONGWITH UNPRICED BID.	YES	NO
10.	SOR (BLANK without price) MENTIONING WORD "NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]" IN EACH ITEM RATE COLUMN.	Signed copy of SOR filled NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL], ALONGWITH UNPRICED BID.	YES	NO
11.	FORM 1 TO 18 ATTACHED TO TENDER.	FILLED AS APPLICABLE, SIGNED, STAMPED & SUBMITTED ALL.	YES	NO
Non-submission of the attested copies of the requisite certificates/ documents as specified above and/or in tender document shall render the bid non-responsive and shall be liable for rejection.				



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

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



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:

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

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



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B6		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		
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 Rs.)		
C5		Period of Contract/ Order		
C6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. 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		



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		iv.	Period of Contract/ Order		
		v.	Actual Date of Completion/Execution		
		vi.	Executed value		
		vii.	Executed Qty, etc		



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:

1. **Format-16** (to be **Submitted**) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
2. **Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: FY: 2019-20, 2018-19 & 2017-18 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped** (duly certified /attested) by Notary Public with legible stamp and to be submitted.
3. **Bidder to Put 'tick mark' only [out of two options (i.e 'Yes' or 'No', one option to be exercised and other one to be deleted in the column given below]**

1.2	FINANCIAL CRITERIA		DOCUMENT DETAILS SUBMITTED FOR THE BELOW FINANCIAL YEAR:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
				Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	:	Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e. FY: 2019-20, 2018-19 & 2017-18 [to be reckoned from bid due date] along with un-price bid uploaded /submitted . FY: 2019-2020 FY: 2018-2019 FY: 2017-2018	Yes / No Yes / No Yes / No	



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1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-15) from the Bidder's bank having net worth not less than Rs.100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2019-20. Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ Email ID:_____	Yes / No Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-16 as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant:_____ Membership No. of Chartered Accountant_____	Yes / No	



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/E-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



FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

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

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

***Refer Instructions**

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

Name of Audit Firm: [Signature of Authorized Signatory]

Chartered Accountant/CPA Name:

Date: Designation:

Seal:

Membership No.:

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. 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.
3. 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 and Free Reserves & Surplus"
4. This certificate is to be submitted on the letter head of Chartered Accountant.



F-17

BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS”.

e-TENDER NO.: BCPL/C&P/CO20W124SD/00570

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	BCPL'S REPLY
	BEC. 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 : _____



E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)



भाग – IV SECTION-IV

GENERAL CONDITIONS OF CONTRACT [GCC]



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

NIT/RFQ NUMBER:

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

(https://bcplonline.co.in/UploadFiles/GCC_CONTRACTS.pdf)

Thanking you,

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

Name:

Designation:

Company Seal:



भाग – V
SECTION – V
SPECIAL CONDITIONS OF CONTRACT [SCC]



SECTION-V

SPECIAL CONDITIONS OF CONTRACT [SCC]

SUBJECT: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS.

1. SUPPLY CONDITIONS

All equipment and sub equipment (sub system) supplied and installed at the stipulated locations shall be NEW and respective OEM make and confirming to the contract technical specifications. During the installation, the certificate of the newness from OEM shall be submitted by the supplier. The end of life and end of support shall be minimum 5 years from the date of installation.

End-of-Life (EOL), End-of-Support (EOS) and near EOL or near EOS products shall not be quoted by the bidder.

The Bidder shall ensure that no other equipment/structure/setup gets damaged due to their activities. Any damages if caused to BCPL's property due to Bidder's negligence shall be passed on the Bidder's account

The Bidder shall submit documents from the OEM for back-to-back support for 3 years against this order for all supplied items and is extendable further up to 1 year. All the necessary cable and accessories such as power cable should of Indian standard.

2. Order placement:

Order shall be placed for 3 years on overall L1 basis for SOR line items 1 & 2.

3. COMPLETION SCHEDULE & CONTRACT PERIOD

3.1 COMPLETION PERIOD:

The time schedule for delivery, engineering, setting up, testing and installation of the device at both the site is 45 days from the date of issuing the LOA/LOI.

3.2 CONTRACT PERIOD

The contract shall be valid for 3 years after Installation & commissioning of the device at both the sites and from the date of acceptance by BCPL and is extendable up to 1 year at the same rate and terms and conditions.

4. TRAINING

The Bidder shall provide training on SMTP security solution for the internal team of BCPL for a period of 3 days at BCPL site.

5. INSTALLATION



After placement of order, all the pre-requisites regarding site readiness has to be clearly intimated to BCPL in advance and if felt needed, Bidder can visit the SITE(S) in advance and check for the readiness for power, housing, installation/operation etc. of the SYSTEM(S) at SITE(S). Bidder shall make recommendations on any of the parameters in case the same is not found in acceptable range, before the supply of the items.

5.1 Installation responsibilities of vendor

1. On completion of supply, Bidder shall get the Bill of Material checked and signed by EIC, carry out the installation, and show the SYSTEM(S) in working order to EIC at SITE. The Bidder shall configure the SYSTEM(S) as per the detailed scope mentioned in this document and further can be improved based on the discussions held at SITE with BCPL Team.
2. Bidder has to install all the equipment and software delivered as part of the solution at both the sites.
3. Bidder has to carry out all the configuration changes required at SITE(s) as well as integrate the supplied SYSTEM(s) with the existing systems for seamless implementation.
4. The downtime for removing the old system and integration of the new system to the existing setup will preferably be done during holidays or weekends or as per the instruction of EIC when the business of BCPL is least affected.
5. On successful completion of the Installation of the SYSTEM(S), these shall be handed over to BCPL. SUPPLIER shall submit the installation report along with SYSTEM(S) configuration report, results of diagnostic tests run etc. to BCPL
6. Installation report has to be submitted by the vendor mentioning all the serial nos. of supplied hardware & software along with the required valid licenses. At the end of the project, before signing of the acceptance Protocol, the consolidated report mentioning the same needs to be submitted to EIC in the form of hard and soft copies.
7. The configurations of all hardware and software shall be done by the bidder with the help of expert engineers from various OEMs. The bidder needs to submit the certificate of various OEMs stating that OEM's best practices have been followed in installation and configurations of hardware and software.

6. ACCEPTANCE TESTS (AT)

On Site Acceptance Test (OSAT)

OSAT shall comprise of completion of following activities Site:

1. Checking of the Configuration as per the technical specifications.
2. Running & printing the diagnostic tests for systems to check for the specifications.
3. Functional / Physical check of the Accessories supplied.



4. Complete functionality of the system shall be tested as per Scope of Work & Technical Specifications.
5. The bidder shall provide OEM back-to-back support documentary proof for 3 years from the date of OSAT.
6. On completion of supply, installation, configuration, porting of data (if required) and fine tuning of the solution but before commissioning by the supplier, BCPL and supplier shall check for the correctness and completeness of the configuration and completeness in the solution for acceptability. Complete functionalities shall be tested as per the specifications & functional requirements and the document shall be prepared mentioning the day to day operations, administration steps, backup documents and the implementation methodology used and to be followed. Acceptance protocol shall be signed by both by BCPL and bidder on successful completion of the OSAT.

7. GUARANTEES, WARANTEES, SUPPORT & MAINTENANCE

7.1 START OF WARRANTY:

Zero date for warranty shall start only after successful commissioning of Antispam Solution as per scope of work and signing of Acceptance Protocol by bidder's representative and EIC.

7.2 TERMS OF WARRANTY:

1. All the supplied items shall be covered under Comprehensive onsite warranty for a period of 3 (three) years from the date of signing of acceptance protocol and could be further extendible up to 2 years. The warranty shall be back lined with the respective OEM by the vendor. Vendor (Bidder) shall provide sealed and signed back lined letter from OEM (at the time of signing of acceptance protocol), indicating that the supplied items (indicating their serial numbers) are covered under OEM Warranty/Support for the desired period (3 years) and OEM shall provide the support to vendor (bidder) for the supplied items. Also, the provided OEM Warranty/Support is in line with the tender requirement including Tender conditions with regard to Guarantees, Warrantee, and Support& Maintenance.

2. The warranty shall be extended and available anywhere in India.

3. Comprehensive Warranty shall cover repairs and replacements necessary to keep the equipment in good working order on reasonable use of the equipment during the warranty period. Periodic maintenance check should be carried out to keep the equipment in good working conditions. Maintenance will include all plastic and/or rubber parts.



4. The comprehensive warranty shall also include adapters, cables, connectors supplied under this order for the warranty period. If the same needs to be changed / replaced during the warranty period, the same needs to be done without any cost implication.

All the supplied equipment's shall be in operation for 24 hours and 365 days basis.

5. The SUPPLIER shall be responsible for the entire solution for trouble free operation. The supplier shall provide on-site comprehensive support & maintenance services valid for a period of 3 (three) years from the date of acceptance of complete supplied solution and could be further extendible up to 2 years.

6. Comprehensive support & maintenance shall cover repairs and replacements necessary to keep the equipment in good working order on reasonable use of the equipment during the contract period.

7. Bidder shall provide support services for the supplied solution including all Hardware & Software on 24 x 7 basis.

8. Bidder must provide other services, including the on-going maintenance of software, and telephone support.

9. Any reconfiguration / reloading of software required for resolving hardware/software related problem(s) shall be covered under support.

10. There shall be one phone number/ one mobile number/ one fax number / one e-mail box wherein call can be booked. The Non-performance Deductions shall be calculated from the call booked time to the call resolved time and cumulatively all the down times shall be added and the Non -performance Deductions shall be quarterly calculated accordingly.

11. BCPL may procure hardware / software from third party and install the same on the existing system. Contractor shall provide all the assistance in connecting / interfacing of such hardware / software.

12. BCPL shall NOT provide any transport facility or accommodation to the engineer / representative of the contractor. In case any material transport to / from BCPL is required, same shall be arranged by the contractor.

13. All necessary tools, tackles and accessories required to complete the scope of work as per tender document is in the scope of the contractor, at no extra cost to BCPL.

8. PAYMENT TERMS

The payment of all the group items shall be released as under:

For SOR line item 1: 60% payment shall be released on completion of delivery of material at all sites, certification and authorization by Engineer-In-Charge (EIC) and submission of Contract Performance Guarantee. 40% payment shall be released after successful installation, testing and commissioning of all the supplied equipment, signing of the Acceptance Protocol, submission of back lining letter and AMC proof.



For SOR line item 2: 100% payment after successful implementation and commissioning of the solution and signing of the Acceptance Protocol and submission of all documents.

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

9. NON-PERFORMANCE DEDUCTIONS:

9.1 Downtime/Penalty Calculation for Hardware Items during Warranty Period

Vendor/Bidder should respond within 24 hours after receipt of call from BCPL regarding any faulty hardware and it should be repaired/replaced within 48 hours.

Down time of faulty hardware shall be calculated as follows:-

Downtime of faulty hardware (in days) (D) =

(Date & time when equipment repaired/Replaced – Date & Time when call booked), shall be rounded off to next higher value)

Penalty shall be calculated as per following:-

Unit price inclusive of tax of faulty hardware = R Rupees

Annual Maintenance cost = R/25 Rupees

Deduction Factor (F) = 20

Penalty Per day (P) = $(R \times F) / (25 \times 365)$

Total penalty for D no of days = D x P Rupees

Total penalty for the year shall not exceed 50% of yearly payment.

These items supplied in this order may be transferred to other BCPL locations in future as per the requirement. The Onsite Comprehensive Warranty shall be extended at the new locations also.

All services, work, and deliverables will be performed by qualified personnel in a professional and workman like manner, in accordance with the level of industry standards in addition the Contractor warrants that Performance of work will not violate any law, rule or regulation and Contractor will acquire all required permits and licenses

During the warranty period the bidder shall arrange for transport / packing / courier for any equipment in case of any equipment is required to be taken to bidder's / OEM's office/factory. The bidder shall also ensure for operational replacement of the equipment in case of repair time being more than 2 days.

10. DOCUMENTATION

A complete documentation on implementation and deployment for each component will be provided by the bidder. The documentation will cover but not limited to the following:



Features installed and configured

- a. Hardware/Software Configuration of the Appliances
- b. BCPL Deployment
- c. Disaster Recovery Process (Step-by-Step)
- d. Troubleshooting

11. OTHER TERMS & CONDITIONS

- i Orders shall be placed as per bid evaluation methodology defined in GCC.
- ii After placing the FOA, the vendor shall submit the detailed Project Schedule to the Engineer-In Charge stating the dates and activities planned including the details of the engineers that will be deployed for the installation and configuration of the solution. The schedule shall be having the clear details of the dates and the engineers visiting the site(s).
- iii Contractor shall offer only single Technical Solution to meet the specifications and scope of work as per the tender document. The Contractor should provide necessary documentary evidence supporting the technical specifications of the offered solution. All the expenditure for boarding, lodging, traveling, transport of material to BCPL Site shall be borne by the Contractor.
- iv Contractor shall submit OEM Specification/Literature for quoted software & hardware.
- v At all times the contractor will comply with all security regulations in effect that BCPL requires at its premises or in the protection of its data assets.
- vi Documentation should cover each & every item including Hardware installation, software configurations. The supplier shall handover two copies of complete documentation covering installation and each aspect of equipment & system in hardcopy & softcopy.
- vii All necessary tools and accessories required to complete the scope of work as per tender document is in the scope of the Contractor. The requirement with respect to input power source for the proposed UPS shall be provided by BCPL.



- viii Bidders are required to submit their response separately in both the priced and the un-priced Bids. In the un-priced Bid 'Price' column is to be left blank but with an indication whether the item has been quoted Yes (Y) OR No (N) in the Priced Bid.
- ix Bidders has to indicate the Make/Model of the offered items under 'Remarks/Deviations (if any)' column. The bidder also has to indicate the technical details and/or deviations if any, as compared with the specifications given under the 'Items & its specification' column.
- x Vendors must quote their technical and price bids strictly as per the Schedule of Rates (SOR) only. Any modification to this SOR shall be liable for the cancellation of the bid.
- xi Contractor may offer additionally higher quality range of models of SYSTEM(s). They should furnish technical details of the offered system(s) and highlight why these products are considered superior to the range of products as mentioned under 'Items & its specification' column.
- xii In order to establish the claims made by the bidder, they are required to submit the documentary evidences / references which are must for evaluation of his bid in a transparent manner. Bidder should necessarily provide the documentary evidences supporting the technical specifications of the offered solution, as asked in various places in this document. Failing to submit the requisite documents may lead to summarily reject the bid and BCPL do not intend to provide any second chance.
- xiii Bidder shall specify the availability of support staff and infrastructure of the manufacturer & partner (if applicable) in India (details to be provided by the bidder in the offer).
- xiv Since solution is highly complicated and its based on proprietary technology, software which requires special certified trained professionals to carry out this job with minimum hindrance to the production system, bidder is expected to have all such relevant expertise, duly certified by OEM of hardware and software of the OEMs and it is assumed that while submitting of this bid, that he is going to utilize those specialized engineers as and when required and bidder shall arrange to block those engineers as per the arena.



- xv Bidder scope of work shall include providing of suitable mounting fixtures, any other hardware accessories for suitable installation of the supplied hardware.
- xvi All the expenditure for boarding, lodging, traveling, transport of material to BCPL Site and any tool and tackles etc. shall be in the bidder's scope of supply and included in bidder's quoted price.
- xvii Within one week after receipt of LOI, Bidder has to submit the detailed project schedule with proper timelines and resource deployment. The same shall also cover the requirement from BCPL side.
- xviii Any document required to be approved by BCPL during the execution of the job has to be submitted at least 2 weeks in advance.
- xix Any changes that are needed to be carried out in the existing setup shall be in consultation and approval from BCPL. The same shall be informed in advance so as to plan the down time / impact to the end users.
- xx Bidder shall submit OEM Specification/Literature for quoted Hardware at the time of bidding.
- xxi The equipment supplied by the bidder can be re-used or additional hardware / software / application can be loaded as per the requirement of BCPL. Bidder should co-operate in carrying out required configuration change in the equipment and the warranty of the equipment shall be continued.
- xxii All the hardware equipment shall be supplied with the associated OEM rack mounting kits. The same shall be installed on to the racks.

ANNEXURE – B (LOCATION-WISE BILL OF MATERIAL)

SN	Item Description	Lepetkata	Noida
1	Security solution for SMTP-Gateway on premise Appliance based	2 Appliance	1 Appliance



भाग – VI
SECTION – VI
SCOPE OF WORK [SOW]
&
TECHNICAL SPECIFICATION [TS]



SECTION-VI SCOPE OF WORK [SOW] & TECHNICAL SPECIFICATION [TS]

SUBJECT: SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS.

1 INTRODUCTION

The purpose of this tender is to invite bids from reputed companies for Supply, Installation, Testing and Commissioning of Security Solution for SMTP Gateway for 3 Years.

2 Existing Setup

McAfee E-Mail Gateway (EG 4500 –4 No) Appliances for Spam / Malware Protection for 1000 users. At Lepetkata, E-Mail Gateway appliances are under load-balanced using MX records in BCPL's external DNS. The Software version running in all the E-Mail Gateways is 7.6.

Datacenter setup at Lepetkata is DC enabled with Disaster Recovery site at Noida having similar setup. Branch offices are connected via leased links to Lepetkata and Noida Data centres.

3 SCOPE OF WORK

1. Bidder shall install and configure the Appliance based DR Enabled Security solution for SMTP Gateway having Antispam & Anti-virus features with ATP and Zero day protection as per specifications given at Annexure-A
2. This product is to be installed and configured at BCPL, Lepetkata with DR at Noida.
3. This product will ensure scanning of SMTP traffic for Viruses/worms, content, Subject Line, attachments etc. And relay the traffic to the Email server at Lepetkata or DR Site (In case of any disaster).
4. Bidder shall supply minimum 2 appliances at Primary Site and minimum 1 appliance at DR Site
5. Bidder shall deploy SMTP Gateway appliances in High availability mode with NSPOF (No single point of failure) at Primary site of BCPL.
6. Bidder should bring their PC/Laptop and accessories cables, connectors etc. during Installation, configuration and commissioning of the devices.
7. Bidder should ensure completion of entire activity span of installation, configuration and commissioning within the scheduled time period.
8. Completeness of the EQUIPMENT shall be the responsibility of the SELLER. Any equipment, fittings and accessories which may not be specifically mentioned in the specifications or drawings, but which are usual or necessary for the satisfactory functioning of



the equipment (successful operation and functioning of the EQUIPMENT being SELLER's responsibility) shall be provided by SELLER without any extra cost.

9. Bidder must ensure smooth integration with the existing network setup of BCPL with the new device. Any mal function of the existing setup after migration/configuration to the new device shall be rectified by the bidder.

10. Bidder must support in all aspects to achieve quick resolution of issues, errors in coordination with OEM support & service.

11. Bidder should submit complete bill of material including part codes of sub-components, licenses/subscription, warranty and support for 3 years for the proposed solution.

3.1 Logging

1. In the supplied solution each appliance shall have Min. 300GB space for storing Logs.
2. The solution proposed should have its inbuilt log server which in turn should talk to the database through ODBC or other means.
3. The solution proposed should support databases like MSDE, SQL, Oracle, MySQL etc.
4. The solution proposed should consolidate Log Records, minimizes database size and enables faster reporting by combining multiple requests (same user, domain, and disposition) into a single record.
5. The solution proposed should support URL category based logging.
The solution should provide mechanism of transferring logs to other server.

3.2 Reporting Features

1. The solution proposed should have a one stop portal for all reporting features offered.
2. The web based reporting should be available.
3. The solution proposed should give real time and historic reporting options.
4. The solution proposed should have a Real time threat dashboard for the most recent use through the last 24 hours.
5. The solution provided should support multi-level reports where user can select and display various key metrics together.
6. The solution proposed should have more than 10 standard report criteria.
7. The solution proposed should have Information that can be sorted based on selected users, groups, categories, sites, protocols, or actions as well as other options.
8. The solution proposed should support scheduling & emailing reports by defining parameters such as date/time, type of report, etc.
9. The solution proposed should support printing and exporting web-based reports into PDF or Excel spreadsheet format.

3.3 Backup & Restore

Supplied appliances should have backup / restore feature using single file import / export of configuration / settings / policies etc.



3.4 DR for Proposed Solution

The proposed solution should offer maximum 6 Hrs RTO if Primary Site goes down. In the 6 Hrs RTO duration, following shall be carried out:

1. SMTP Gateway – Incoming mails from internet shall be directed to appliance(s) installed at DR Site and filtered mails shall be relayed to exchange servers at DR Site. To achieve this, any changes (if required) in DNS Servers, Exchange Server etc. shall be carried out by the bidder in co-ordination with BCPL.
2. The DR Plan documentation and other deliverables in this section including complete documentation for stepwise approach (OEM Recommended) to restore services in the event of disaster occurring at primary site and switching back to primary site shall be provided by the bidder.
3. Mock Drill shall be carried out by the bidder at the interval of one year or as and when required by BCPL.
4. During the event of Disaster or Mock Drill, bidder shall provide support at DR Site of BCPL. If any visit of engineer is required at DR Site, bidder shall arrange for the same. All the boarding, lodging & transportation costs for the same will be borne by the bidder.
5. All the scope of works mentioned above is not exhaustive, BCPL may ask for configuration as per needs



TECHNICAL SPECIFICATION:

Security Solution for SMTP Gateway - Anti-Spam & Antivirus (Appliance based)			
S. No	Item Specifications	Compliance (Y/N)	Remarks/Deviations (if any)
A	General Requirements		
1	Security Solution for SMTP Gateway - Anti-Spam & Antivirus (purpose built on premise OEM SMTP Gateway Appliance) : 3No.s Form Factor: Rack Mountable Hardware OEM SMTP Gateway Appliance – OEM Rack mounting kit to be provided. OEM of the quoted item should be among the leaders in the Forrester wave report Enterprise email security Q2 2019 or a customer's choice 2019 with a minimum average rating of 4.5 in Gartner's review of email security Market. Offered Product Make/Model – Pl. specify and provide data sheet, technical literature.		
2	Capacity Each supplied appliance should be capable of handling Min. 2000 Active Users / Mailboxes from day one. Proposed solution should have capability to handle at least 8 Lakh message per day (Clean + Blocked). The objective is to opt in solution that on full load of 2000 users BCPL Email gateway should have capacity to handle 40 messages per user per hour considering average 10 working hours. Relevant Licenses & subscription for all components including software components installed on appliance shall be valid for 3 Years.		
3	Any software, hardware, operating system and license involved to achieve the functionalities should also be supplied by the bidder.		
B	Hardware & Interface requirements		
1	Bidder shall provide 2 no. of appliances at Primary site and 1 at DR Site with following Technical specifications: Min. 1*6-Core processor, Min. 16 GB RAM or higher, Min. 500GB Storage Capacity using even number of disk drives in redundant configuration, Dual Gigabit NICs. OEM Rack mounting kit.		
2	At Primary site, SMTP Gateway appliances shall be configured in Active-Active mode for load balancing. Any		



	H/w or S/w (if needed) to achieve this shall be provided by the bidder. Provided SMTP-Gateway solution shall have redundant components to ensure no single point of failure. IPV6 & IPV4 Compliant from Day one. Any Licenses/Software (If required) for enabling the same shall be supplied along with the hardware. Should support IPv6 - Documentary proof to be submitted.		
3	Hot Swappable Redundant Power Supply from day one.		
C	Deployment & Scalability		
1	The Solution should have High availability features and should have no single point of failure.		
2	The solution should support Standards (RFCs) including SMTP, ESMTP, HTTPS, LDAP, TLS/SSL and SNMP.		
3	The Solution should be capable of providing Single configuration console/Centralized Management console.		
D	Anti-Spam Features		
1	The solution should Stop and prevent spam attacks in real time without compromising accuracy at the perimeter i.e. E-Mail/SMTP Gateway.		
2	The solution should offer flexible spam management and mail policies that would let IT administrators customize and enforce spam and unwanted mail handling.		
3	The solution should offer consolidated reporting which gives administrators visibility into aggregated filtering performance for deployed servers.		



4	The solution should allow Administrators to quickly create custom organization-wide content filters to handle messages based on content, sender information, or other criteria.		
5	The solution should be a multi-layered spam protection leveraging different filtering technologies, including spam signatures, heuristics, reputation filters, language identification, and many proprietary methods.		
6	Incoming mail should not be dropped if any of the Appliances goes down.		
E	Operating Environment		
1	Support for Windows server 2012 and Exchange Servers 2013 & Later.		
2	Solution should be configured in Load balanced or Primary-Secondary manner to meet high availability requirements without any human intervention.		
3	Solution also to be configured in Disaster Recovery mode to ensure operation during disaster at primary site.		
4	Solution should support Windows 2012 (or Later) Active Directory.		
F	Administration & Reporting		
1	The Solution should support for multiple administrators with varying levels of access. It should have ability to define role based admin access for GUI as well as CLI i.e. root or admin account (CLI & GUI) must not be extended for different users		
2	The solution should provide for comprehensive real-time reporting across all offered functions.		
G	Functionality		
1	The solution should allow multiple allow and deny lists to provide flexible protection.		
2	The Solution should support domain-level black and whitelists.		



3	The solution should support DNS Based Distributed blacklists.		
4	The Solution should support content and attachment filtering techniques to reduce liability.		
5	The Solution should support Keyword filtering		
6	The Solution should support attachment filtering.		
7	Should have provision for settings to allow/drop a mail with un-scan able content/attachment.		
8	The Solution should support Archived and compressed file integrity.		
9	The solution should allow customization of the SMTP Banner Text, i.e., Connection Greeting		
10	The solution should provide protection against Virus Attacks.		
11	The solution OEM should have dedicated Spam Analysis and operation centres to provide 24X7 monitoring of spam attacks.		
12	The solutionshouldhaveprovisionforutilizingSenderReputati onServicedata.		
13	The Solution should use Reputation Database filters for inbound spam using a dynamic list of known spammers		
14	The solution should incorporate Best of the breed AV Scan Engines backed by vendor's security response team.		
15	The solution should provide protection against latest threats using rapid release of definitions.		
16	The solution should have maximum uptime during the definition updates and during this no spam/virus mails should be missed.		
17	The solution should be updated at BCPL Site with latest Virus Definitions or Signatures at configurable interval.		
18	The solution should provide choice of actions to be taken on Virus/Spam Mails.		
19	The solution should allow administrator to create E-Mail Notifications based on disposition or category of message.		



20	The solution should allow administrators to send a copy of message to designated E-Mail address.		
21	The solution should have mechanism to authenticate messages using Sender Policy Framework.		
22	The solution should have provision to monitor the queue of Inbound/Outbound messages.		
23	The solution should have support adding disclaimer to outbound messages.		
24	The solution should support adding Global policies to the system.		
25	The solution should provide mechanism to submit missed spam.		
H	Spam handling		
1	The Solution should support Tagging and forward of spam emails.		
2	The solution should proactively target patterns common in spam and viruses.		
3	The Solution should support insertion of tags into the Email X-Header.		
4	The solution should allow configuration of subject line tags.		
5	The solution should provide facility for white- lists/Black- lists for individual E-Mailbox		
6	Solution should support quarantining of SPAM Emails.		
I	Quarantine		
1	The solution should have configurable quarantine.		



2	The solution should support archiving of Logs/Message		
J	Management		
1	The Solution should support Incident &Event Management.		
2	The solution should have provision for configuration backup and restore.		
K	Anti-Virus Features		
1	Should scan email traffic for Viruses.		
2	Should notify virus attacks through real-time mail alerting mechanisms.		
3	Should collect alerts and provide a comprehensive activity log and statistics.		
4	Should be able to schedule Live Update to retrieve virus definition updates automatically		
5	The solution should backup and hold only the infected attachment, allowing the email text to pass through, which will enable end users to request a new, clean file from the sender or have the administrator repair the file.		
6	Should scan the body of messages (not just the attachment) for malicious code.		
7	The engine updates should be automatically applied as new virus definitions are downloaded—without stopping real-times scanning or re-starting.		
8	Should offer a wide range of reports, allowing you to view the data by: •Year/month/all dates •Virus type		
9	Should scan and repair embedded OLE objects		



10	Should include a Match List feature that helps to create saved lists of words for use in the Content Filtering Rules that will be created		
11	Should let customer to create expressions of pattern-matching logic to find specific and broad categories of subject matter in email and other documents.		
12	Should provide a quick way to filter content for words that are specific to the bank.		
13	Should allow to edit any Content Filtering Rule expression after creating it and should also allow to include or exclude Content Filtering Rules		
14	Proposed solution should have ability to strip attachments only from mail without dropping the complete mail based on attachment name, file type, mime type, size, content & macro.		
15	Proposed solution should support antivirus scanning for messages having the size at least 25 MB.		
16	Proposed solution should support SMTP DNS based authentication.		
17	The Proposed solution should have capability deliver message attachment as sanitized attachment i.e. convert into image/pdf if the content falls in malicious/suspicious category.		
L	Backup & Restore		
1	Supplied appliances should have backup/restore feature using single file import/export of configuration/settings/policies etc. Note: All the necessary tools & tackles, cables / connectors for Ethernet / USB / Power (Indian Style) etc. if required, for making the system operational shall be provided by the bidder.		
M	ATP , Zero day Protection and sandboxing		
1	Supplied appliances should provide real-time protection against phishing, malware and spam attacks, high-volume spam campaigns, with DKIM and DMARC support. It can protect against “zero-day” attachments and harmful URL links, through real-time behavioral analysis and sandboxing.		
2	The proposed on premise appliance based solution should be able to protect against antimalware attacks over the email channel. The sandboxing solution for sample analysis can be on premises/cloud. All other controls i.e. spam, AV, content etc. must be applied from the on premise gateway only. The bidder need to ensure that mail must be first intercepted by the on-premises gateway. Cloud/on premise sandbox should be used only for inspection of file/samples that may require sandboxing verdict.		



भाग – VII

SECTION-VII

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



SECTION-VII

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1.0 SCOPE

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

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

- 2.1 Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.
- 2.2 The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.
- 2.3 Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.
- 2.4 Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.
- 2.5 Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.
- 2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.
- 2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipment [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.9 All equipment should be tested and certified for its capacity before use.
- 2.10 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.
- 2.11 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to the hazardous material substances and waste. Contractor shall not dump release or otherwise discharge or dispose-off any such materials without the express authorization of BCPL.
- 2.12 Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.



- 2.13 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.14 Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and submit the reports for review by BCPL.

1.0 RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

925 – 1984	Industrial Safety Helmets
7701 – 1968	Rubber Gloves for Electrical Purpose
994 – 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
989 – 1986 [Part-II]	Leather Safety Boots & Shoes
557 – 1969	Industrial & Safety Rubber Knee Boots
519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
1226 – 1985	Leather Safety Footwear Having Direct Molding Sole
983 – 1978	Eye Protectors
167 – 1979	Ear Protectors
521 – 1983	Industrial Safety Belts & Harnesses



भाग – VIII

SECTION-VIII

UN-PRICED

SCHEDULE OF RATES



e-TENDER No.: BCPL/C&P/CO20W124SD/00570

SCHEDULE OF RATES[SOR] – UN-PRICED

SECTION – VIII

NAME OF WORK: “SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF SECURITY SOLUTION FOR SMTP (EMAIL GATEWAY) WITH OEM AMC FOR 3 YEARS”.

NAME OF BIDDER: _____

Sr. No.	Description of Item	UOM	QTY	Unit Rate (Rs.)	Amount (Rs.)
1	Supply of appliance based Security solution for SMTP in BCPL+ AMC and Support for 3 years (2 in DC and 1 in DR).	Each	3	QOUTED	QOUTED
2	ATP + Zero day protection + Security Subscription services+ AMC and Support for 3 years (DC and DR). Installation, testing and commissioning of appliance based Security solution for SMTP in BCPL as per technical specifications in BCPL (DC and DR).	Each	1	QOUTED	QOUTED
GRAND TOTAL EXCLUDING GST (RS.):					QOUTED
IN WORDS:			QOUTED		
GST (@_____):			QOUTED		
GRAND TOTAL INCLUDING GST (RS.):			QOUTED		
Note :					
1. Quoted rates should be as per Scope of Work.					
2. Bidders are required to quote the rates strictly as per the above SOR and not to use any other format.					
Name of authorized person submitting the tender on behalf of the Bidder :					
Designation of authorized person:					
Name of firm / Contractor:					
Address of firm / Contractor:					
Date& Place:					



SCHEDULE OF RATES [SOR]

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

<https://etenders.gov.in/eprocure/app>

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

e-Tender Helpdesk

BCPL
:-

Phone : 6900182953

Mobile : 8811017320

Email :
etender@bcplindia.co.in

NIC
:-

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

Mobile : 8826246593

Email : cppp-nic@nic.in