



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड Brahmaputra Cracker and Polymer Limited

(भारत सरकार का उपक्रम) / (A Government of India Enterprise)
प्रशासनिक भि, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA
निला: नडबूगढ़, असम / DISTT.: DIBURGARH, ASSAM
नपि कोड - 786006 / PIN CODE: 786006

ई-निनिदा संख्या / e-TENDER NO:

BCPL/C&P/CO19W149MB/90001234

Dated 14.11.2019

ई-निनिदा दस्तावेज / e-TENDER DOCUMENT FOR

**“ANNUAL RATE CONTRACT TOWARDS
MAINTENANCE SERVICES OF BCPL OFC
NETWORK AND FOOT PATROLLING OF
PIPELINE ROU/OFC ROUTE OF BCPL”.**

LIMITED DOMESTIC TENDER THROUGH e-MODE

Tender Submission Date & Time	:	02.12.2019 at 14:30 Hrs
Tender Opening Date & Time	:	03.12.2019 at 15:00 Hrs
Pre-Bid Meeting	:	25.11.2019 at 11:00 Hrs

EMD Amount	:	Amount (in Rs.)
		Rs. 1,19,000.00

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.

“ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL”.

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://www.eprocure.gov.in 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 Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC. The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy". (ii) There is no exemption in submission of SD (Security Deposit). (iii) Start ups are exempted from submission of EMD.
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%.

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

i) EMD/Bid Security

ii) Documents in support of exemption of EMD (certified by CA and also notarized by notary)

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- **INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – Page no. 59-67 under section III of ITB.**
- NB: Tender document in complete in all respect including the above section along with unpriced SOR of section-VIII 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

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

SECTION – I

INVITATION FOR BID [IFB]

To,

Dt. 14.11.2019

PROSPECTIVE BIDDERS

SUB: “ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL”.

e-TENDER NO.: BCPL/C&P/CO19W149MB/90001234

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	CONTRACT PERIOD	The period of the contract shall be Two Year i.e. 24 months from date of LOI / LOA which is further extendable for another 6 months on same rates, terms and conditions.
II	EARNEST MONEY DEPOSIT (EMD)	: Rs. 1,19,000.00
III	BID SUBMISSION DUE DATE & TIME	: 02.12.2019 up to 14:30 Hrs
IV	OPENING OF UNPRICED BID	: 03.12.2019 at 15:00 Hrs.
V	VALIDITY OF OFFER UPTO	: 90 DAYS from the date of opening of unpriced bid.
VI	VENUE FOR OPENING OF UNPRICED BIDS	Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt: Dibrugarh, Assam, Pin Code:786006.
VII	MODE OF TENDERING	: Limited Domestic Competitive e-Bidding (Under Two Bid System Basis). Tender shall be uploaded at GAIL's website, BCPL website & Government website along with intimation to the prospective bidders.
VIII	DATE AND TIME OF PRE- BID CONFERENCE	: 25.11.2019

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.

e-TENDER NO: BCPL/C&P/CO19W149MB/90001234 FOR “ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL”.

- 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 <http://tenders.gov.in>) and submit their Bid complete in all respects as per terms & conditions of Tender Document in NIC e-portal (<http://tenders.gov.in>) 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 (<http://tenders.gov.in>)] 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.

For & on behalf of
Brahmaputra Cracker and Polymer limited

[Manosh J Borah]
Manager [C&P]
M: 9435384778
E-mail: manosh.borah@bcplindia.co.in

भाग – II
SECTION – II

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

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY

1. BID EVALUATION CRITERIA [BEC]

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

- 1.1.1 Bidder must have **executed** at least one single order/contract/agreement of “**similar nature of works**” in any Govt. /Semi Govt./PSU/MNC/Public Ltd Company Pvt. Ltd Company of value not less than **Rs. 14.98 lakhs** (excluding taxes) in previous seven (07) years prior to the due date of bid submission.

Note 1:

Definition of ‘similar nature of works’ means: OFC maintenance/laying work including splicing, OFC termination & testing.

- 1.1.2 In case of **running contract** for similar nature of works as mentioned at sl. no. 1.1.1 above, 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 at sl. no. 1.1.1 above, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant of the owner.

Note 2:

Bidder(s) shall be required to submit/upload the documents in respect of above experience criteria as per details at sl. no. 1.3 below.

1.1.3 **Relaxed Norms for Startups in prior experience criteria:**

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

For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India for the specific service as mentioned in the tender i.e. OFC maintenance/laying work including splicing, OFC termination & testing.

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, startups are required to submit the documents for the same including the application submitted to DIPP.

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

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

1.2 BEC- Financial: (as a single bidder)

1.2.1 TURN OVER:

The **minimum annual turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (**FY: 2018-2019, 2017-2018, 2016-17**) shall be **Rs. 14.98 Lakhs**.

In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2018-19** is not audited on the due date of 'submission of bid/bid closing date' then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e. **FY: 2017-18, 2016-17 & 2015-16**. Accordingly, Annual Turn-over of the bidder for the **FY: 2017-18 or 2016-17 or 2015-16** 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: 2018-19**.

In case, financial result (Balance Sheet and Profit & Loss Account Statement) of a bidder for the **FY: 2018-19** is not audited on the due date of 'submission of bid/bid closing date', then the bidder(s) has an option to submit copy of Audited Financial Result (Balance Sheet and Profit & Loss Account Statement) of immediate preceding financial year, i.e. **FY: 2017-2018** along with un-price bid. Accordingly, Net Worth of the bidder for the **FY: 2017-2018** shall be considered.

1.2.3 WORKING CAPITAL:

The minimum working capital of the Bidder as per the last audited financial statement, i.e. **FY: 2018-19** shall be **Rs. 2.99 lakhs**.

In case, financial results (Balance sheet and profit & Loss account statement) of a bidder for the **FY: 2018-19** is not audited on the due date of 'submission of bid/bid closing date', then the bidder(s) has an option to submit audited financial results (Balance Sheet and Profit & Loss Account Statement) of immediately preceding financial year prior to **FY: 2018-19** i.e. **FY: 2017-18** along with un-price bid. Accordingly, working capital of the bidder for the **FY: 2017-2018** shall be considered.

Note 3:

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

1.2.4 Relaxed Norms for Startups in financial criteria:

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

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

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

1.3 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 & 1.2:

Sn	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion)
	1.1	Technical Experience Criteria – Document (All documents to be submitted against point no. 1.1.1, 1.1.2 & 1.1.3 must be Certified/attested by both Chartered Engineer and also Notarised by Notary Public with legible stamp)	
1.	1.1.1	Experience against execution & completion of order	a) Bidder must submit/upload the Copy of work order/contract/Agreement along with its detail SOR items & scope of work which has been executed towards similar nature of jobs as mentioned at clause no. 1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening. b) Copy of Completion Certificate or equivalent against the work order/contract/Agreement submitted/ uploaded as mentioned at point “a” above, must be submitted/uploaded. The <u>Completion Certificate or equivalent</u> must contain the detailed information like work order/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</u> should have been issued by the end-user/owner/authorized consultant.
2	1.1.2	Experience against Startup Company	Bidder to upload / submit the copy of valid ' Certificate of Recognition ' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India 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 (Not applicable for 'Startup' as mentioned in BEC clause no. 1.2.4), 1.2.2 & 1.2.3 of above BEC} to be submitted / uploaded must be duly Certified/attested by Notary public with legible stamp]	

Sn	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bidder's Eligibility Criterion)
4.	1.2.1	Annual Turn-over	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e. FY: 2018-2019, 2017-2018 & 2016-17.
5.	1.2.2	Net worth	Bidder(s) shall submit/upload copy of audited financial result (Balance sheet & Profit - Loss account statement) of last audited Financial Year, i.e. FY: 2018-19.
6.	1.2.3	Working capital	Bidder(s) shall submit/upload copy of audited financial statement (Balance sheet and Profit & Loss account statement) for the last audited Financial Year, i.e. FY: 2017-18.
7.		Format, F-16	"Details of financial capability of bidder" shall be submitted in the prescribed Format-F-16 enclosed with RFQ duly signed and stamped by a registered Chartered Accountant only.

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

- (i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.
- (ii) For experience based on **composite works**: In case the bidder has executed a composite work against a single Order/LOA/Contract/Agreement which includes qualifying work stated above at BEC sl. no. 1.1.1, then the value of such similar work [out of total quantity of composite work] shall be considered for the purpose of evaluation.
- (iii) Original work/service orders/contract/agreement and its completion certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.
- (iv) Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.
- (v) Bids of Joint Venture/ Consortium is not acceptable.
- (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 unpriced bid opening.

2.0. Methodology for Evaluation of Bids:

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".

Total quoted price excluding GST of all the Techno-Commercially Acceptable Bidder(s) shall be considered for arriving at the L1 bidder for award.

2.2 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.]

2.2 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.

2.3 In case there is **a tie** at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy.

2.4 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**.

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

2.6 **CPBG: The following CPBG clause shall be incorporated in tender document-**

2.6.1 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

2.6.2 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. Details as per ITB of Tender document.

2.7 **PPP Policy 2012:**

Considering the nature of job, **splitting of quantities will not be possible**, hence the clause for award of 25 % of ordered value to MSE as per PPP 2012 is not possible. Therefore, MSE quoting price within price band L1 (any bidder other than MSE or start up bidder) + 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 more than one MSE bidder(s) quoting within the price band of L1+15% and tender item is non-

divisible, then in such case, the MSE bidder(s) shall be asked to match the price of L1 bidder sequentially in the order of L2, L3, L4 & so on. In case of tie, the MSE bidder having highest turnover as per last audited financial year shall be awarded subject to matching of L1 price.

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

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

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भाग – III
SECTION – III

बोलीदाताओं के लिए निर्देश (आईटीबी)

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

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INSTRUCTION TO BIDDERS

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

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25. BID OPENING
26. CONFIDENTIALITY
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39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL
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41. VENDOR PERFORMANCE EVALUATION PROCEDURE

42. INCOME TAX & CORPORATE TAX

43. SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT
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47. SALE OF BID DOCUMENTS

48. SUBLETTING & ASSIGNMENT

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[G] ANNEXURES:

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

5. ANNEXURE-IV: **BIDDING DATA SHEET (BDS)**

[H] FORMS & FORMATS

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

[A] – GENERAL

1. SCOPE OF BID

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

2. ELIGIBLE BIDDERS

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

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

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

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

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

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

- 2.4. It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is under any liquidation, court receivership or similar proceedings on due date of submission of bid and during the course of finalization of the tender. Concealment of

the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.39 of ITB.

2.5. Bidder shall not be affiliated with a firm or entity:

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

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

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

2.8. **SUB-VENDOR/CONTRACTOR: Regarding consideration of experience acquired by a bidder as a sub-contractor** for meeting the experience criteria of BEC in tender: **As per BEC.**

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. **COST OF BIDDING & TENDER FEE**

4.1. **COST OF BIDDING**

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

4.2. **TENDER FEE- Not Applicable**

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

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

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

5. **SITE VISIT**

- 5.1. The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 5.2. The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 5.3. The Bidder shall not be entitled to hold any claim against BCPL for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

6. CONTENTS OF BIDDING DOCUMENTS

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

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

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

- 6.2. 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.

7. CLARIFICATION OF BIDDING DOCUMENTS

- 7.1. A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or by fax or email at BCPL's mailing address indicated in the **BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid**

meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GAIL's/BCPL's tendering web site [<http://gaitenders.in>; <http://www.bcplonline.co.in> and Government Website] / communicated to prospective bidders by e-mail/ fax.

- 7.2. 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".

8. AMENDMENT OF BIDDING DOCUMENTS

- 8.1. 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.
- 8.2. Any addendum/ corrigendum thus issued shall be part of the Bidding Documents and may be hosted on GAIL's/BCPL's website [<http://gaitenders.in>; <http://www.bcplonline.co.in> and Government Website] /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their bid.
- 8.3. The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.
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[C] – PREPARATION OF BIDS

9. LANGUAGE OF BID:

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

10. DOCUMENTS COMPRISING THE BID

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

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

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

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

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

However, bidders must submit the original "Bid Security / EMD & tender fee (if applicable), Power of Attorney and any other documents specified in the bidding documents to address mentioned in IFB, in a sealed envelope, superscribing the Tender details & number within 7 days from the date of un-priced bid opening.

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

10.1.2. FOLDER-II: Price Bid

- i) The Prices are to be filled strictly in the Schedule of Rate (SOR: Part – II) of the bidding documents. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

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

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

11. SCHEDULE OF RATES / BID PRICES

- 11.1. 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)**.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.

- 11.6. 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.
- 11.7. Further, Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

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

- 12.1. Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST&SGST/UTGST or IGST)** is applicable.
- 12.2. 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.

- 12.3. 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.
- 12.4. 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.

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

12.5.1. 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.

12.5.2. 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.

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

12.6.1. 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.

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

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

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

12.8. 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.

- 12.9. 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.

12.10. **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.

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

13. **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

14. **BID VALIDITY**

- 14.1. 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'.
- 14.2. 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.

15. EARNEST MONEY/BID SECURITY: Rs. 1,19,000.00

Not Applicable For startup

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

- 15.1. Bids must be accompanied with 'Earnest Money / Bid Security' in the form of 'Demand Draft' or 'Banker's Cheque'[in favor of Brahmaputra Cracker & Polymer Ltd., payable at Dibrugarh, Assam] or 'Bank Guarantee' as per the format given in Form -4 of the bidding documents. Bidders shall ensure that 'Bid Security', having a validity of at least 'two [02] months' beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Bidding Document. Bid not accompanied with 'Bid Security', or 'Bid Security' not in requisite form shall be liable for rejection. The Bid Security shall be submitted in Indian Rupees only.
- 15.2. 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"
- 15.3. 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'
- 15.4. Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 15.5. **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.**
- 15.6. 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.
- 15.7. 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.

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

15.9. **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.

16. PRE-BID MEETING (IF APPLICABLE)

16.1. 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.

16.2. Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.

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

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

17. FORMAT AND SIGNING OF BID

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

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

17.3. **All documents to be digitally signed and to be uploaded as detailed in addendum to ITB.**

18. ZERO DEVIATION AND REJECTION CRITERIA

- 18.1. **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.
- 18.2. **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price
 - (b) Earnest Money Deposit / Bid Security
 - (c) Specifications & Scope of Work
 - (d) Schedule of Rates / Price Schedule / Price Basis
 - (e) Duration / Period of Contract/ Delivery Schedule
 - (f) Period of Validity of Bid
 - (g) Price Reduction Schedule
 - (h) Contract Performance Bank Guarantee / Security Deposit
 - (i) Guarantee / Defect Liability Period
 - (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
 - (k) Force Majeure & Applicable Laws
 - (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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.

19. 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

20. SUBMISSION, SEALING AND MARKING OF BIDS

- 20.1. Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.

- 20.2. All the bids shall be addressed to the owner at address specified in IFB.
- 20.3. Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

21. DEADLINE FOR SUBMISSION OF BIDS

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

22. LATE BIDS

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

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

- 22.3. 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.

23. MODIFICATION AND WITHDRAWAL OF BIDS

- 23.1. Modification and withdrawal of bids shall be as follows:-
- 23.1.1. For E- TENDERING, the bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.
- 23.2. **No bid shall be allowed to be withdrawn/modified/substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form.** Withdrawal/Modification/ Substitution of a bid during this interval shall result in the bidder's forfeiture of his bid security pursuant to clause 16 of ITB and rejection of bid.
- 23.3. The latest bid hence submitted shall be considered for evaluation and all other bids shall be considered to be unconditionally withdrawn.
- 23.4. In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, BCPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

24. 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

25. BID OPENING

25.1. *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.

25.2. *Priced Bid Opening:*

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

25.2.2. 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.

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

26. 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.

27. CONTACTING THE EMPLOYER

27.1. 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.

- 27.2. 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.

28. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 28.1. 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"

- 28.2. 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.

- 28.3. 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.

- 28.4. The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

- 28.5. 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.

29. CORRECTION OF ERRORS

- 29.1. 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
- 29.2. 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.
30. **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**
- Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.
31. **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.
32. **COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER**
33. **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

34. **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.
35. **NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/LETTER OF INTENT**
- 35.1. Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]"/ "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.
- 35.2. Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "Notification of Award"/"Fax of Intent [FOI]"/"Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".

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

36. SIGNING OF AGREEMENT

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

37. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 37.1. Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract.
- 37.2. The contract performance security shall be 10% of Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the warranty period as specified in the tender. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document. 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).
- 37.3. Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.
- 37.4. The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

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

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

39. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 39.1. Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 21.05.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)
- i) Issue of tender document to MSEs free of cost.
 - ii) Exemption to MSEs from payment of EMD/Bid Security.
 - iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 18%, 4% shall be from MSEs owned by SC/ST entrepreneurs and balance from women owned. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.

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

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

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

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

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

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

Mandatory declaration of UAM number by MSE bidders on CPPP w e f 1st April'2018, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSMEs Order, 2012.

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. Hard copy of the same to be submitted.

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.

39.4. 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. AHR ITEMS

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

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

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

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

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

41. VENDOR PERFORMANCE EVALUATION PROCEDURE

Shall be as stipulated Annexure II to ITB herewith.

42. INCOME TAX & CORPORATE TAX

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

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

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

42.4. MENTIONING OF PAN NO. IN INVOICE/BILL

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

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.

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

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

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

- 44.1. Brahmaputra Cracker and Polymer Limited has framed the Conciliation Rules 2010 in conformity with supplementary to Part – III of the Indian Arbitration and Conciliation Act 1996 for speedier, cost effective and amicable settlement of disputes through conciliation. A copy of the said rules made available on GAIL's web site/BCPL's website: www.gailonline.com/ www.bcplonline.com for reference. Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Conciliation Rules 2010.
- 44.2. Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this contract shall be settled in accordance with the aforesaid rules.
- 44.3. In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/difference(s)/issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 44.4. Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 44.5. If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 44.6. Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian Arbitration and Conciliation Act, 1996 and Brahmaputra Cracker and Polymer Limited Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall go for Arbitration. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.
- 44.7. The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties equally.
- 44.8. The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

45. BILLING SYSTEM

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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

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

(b) Address:

To,

In case of LOA/Contract	In case of PO
HOD/EIC (Indenting/User Department) M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006.	HOD (C&P) M/s Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), Administrative Building, PO: Lepetkata, Dist.: DIBRUGARH, Assam, Pin Code:786006

46. TRANSPARENCY

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

47. 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.

48. SUBLETTING & ASSIGNMENT

- 48.1. 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.

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

- 49.1. 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.

50. 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:

- 50.1. 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.
- 50.2. Where PMC is EIC (e.g Project Construction):
 - a. PMC will check 100% measurements of executed work.
 - b. BCPL Site Engineer will check measurements of at least 15% of bill value, certified by PMC.
 - c. An officer one level above Site Engineer but not below level of DGM will further check measurements of 5% of bill value. However, wherever DGM is not available, an officer of level of CM will check measurements of 5% of bill value.
- 50.3. 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.
- 50.4. 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.
- 50.5. 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.
- 50.6. 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.
- 50.7. All concerned officers should indicate the measurements of SOR items checked by them and marked as "Checked and verified."

- 50.8 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.
- 50.9 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.
- 51. ONE BID PER BIDDER:**
- i. A bidder shall submit only „one [01] Bid“ in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A bidder who submits or participates in more than „one [01] Bid“ will cause all the proposals in which the Bidder has participated to be disqualified.
 - ii. More than one bid means bid(s) by bidders(s) having same Proprietor/Partners/Limited Liability Partners in any other Bidder (s). Further, more than one bid shall also include two or more bidders having common power of attorney holder.
Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
 - iii. Alternative Bids shall not be considered.
 - iv. The provisions mentioned at sl. no. (i) and (ii) shall not be applicable wherein bidders are quoting for different Items/Sections/Parts/Groups/SOR items of the same tender which specifies evaluation on Items/Sections/Parts/Groups/SOR item basis.

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

A. Definitions:

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

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

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

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

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

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

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

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

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

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

B.2.2 Period of Banning

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

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

C. Effect of banning on other ongoing contracts/ tenders

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

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

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

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.

- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from BCPL.

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

D.3 Effect of Suspension of business:

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

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

E. Appeal against the Decision of the Competent Authority:

- E.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the receipt of banning order.
- E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

- F.** Wherever there is contradiction with respect to terms of ‘Integrity pact’, GCC and ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’, the provisions of ‘Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice’ shall prevail.

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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

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

3.1. FOR PROJECTS

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

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

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

(A) Where Performance rating is “POOR”:

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

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

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

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

(B) Where Performance rating is “FAIR”:

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

3.2. FOR CONSULTANCY JOBS

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

3.3. FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

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

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

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

(B) Where Performance rating is “FAIR”

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

4.0 EXCLUSIONS:

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

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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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

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

- 6.3. Effect on other ongoing tendering:

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

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

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

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.

- 7.0** 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.

8.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

9.0 ERRANT BIDDER

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

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

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

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.1 QUALITY PERFORMANCE 40 Marks

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

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

1.3 RELIABILITY PERFORMANCE**20 Marks**

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

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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 Authorised Signatory:

Name:

Designation:

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		Delay up to 4 weeks	35
		Delay up to 8 weeks	30
		Delay up to 10 weeks	25
		Delay up to 16 weeks	20
		Delay up to 20 weeks	15
		Delay up to 24 weeks	10
		More than 24 weeks	0

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

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

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

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

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

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

2. About E-Tender Portal (Web):

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

3. Pre-requisite for participation in bidding process:

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

3.1 PC/Laptop with Windows OS, Internet Explorer:

Bidder must possess a PC / Laptop with Windows 7 professional operating system and Internet Explorer 9 or above for hassle free bidding. Bidder must go through the system

setting as mentioned in Resources required (go to <https://eprocure.gov.in/eprocure/app> → click downloads → click resources) and also refer Trouble Shooting (go to <https://eprocure.gov.in/eprocure/app> → click bidder Manual kit → click Trouble shooting).

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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

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

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

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:

(I) What is a Digital Signature?

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

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

(II) Why Digital Signature is required?

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

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

Valid Digital Certificate (class 3b) can be obtained from Certifying Agency (C.A). Information about CA's can be obtained through CCA India website (<http://www.cca.gov.in>).

Digital Signatures can be obtained using following steps:

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

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

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

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

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

Bidders who wish to participate against e-tenders uploaded on BCPL's e-tender under NIC CPP Portal website (<https://eprocure.gov.in/cppp/>) (e-tender portal) should follow the steps

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

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

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

8.0 Content of Bid:

8.1 Un-Priced Bid:

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

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

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

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

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

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

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

Note:

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

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

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

8.2 Priced Bid:

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

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

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

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

10. Submission of documents:

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

11. Last date for submission of bids:

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

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

12. Internet connectivity:

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

13. **Help to Contractors:**

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

14. **FAQ:**

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

15. **e-Brochure:**

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

16. **DSC for Foreign Bidders:**

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

17. **System Malfunction Procedure:**

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

18. **IT Resources:**

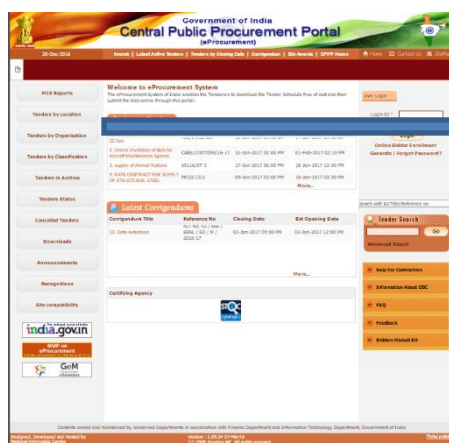
For various IT resources Please visit → <https://eprocure.gov.in/eprocure/app> → click Downloads --- Resources required. (Download Java for system compatibility).

19. **Form for DSC Deactivation for bidders:**

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

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

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



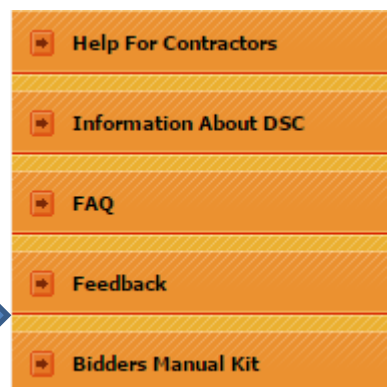
21. Check list / Quick View Summary:

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

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



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



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

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

In FAQ user will get various FAQ related to:

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

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

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

1	Notice to Bidders	notice_to_bidders.pdf
2	Registration of Bidders	bidder_registration.pdf
3	Uploading of My Documents	my_documents.pdf
4	Online e-Bid Submission	two_cover_bid_submission.pdf
		three_cover_bid_submission.pdf
		four_cover_bid_submission.pdf
		single_cover_bid_submission.pdf
5	Online Bid Withdrawal	bid_withdrawal.pdf
6	Online Bid Re-submission	bid_resubmission.pdf
7	Clarifications (Tender Status, My Archive...)	enquiry.pdf
8	Trouble Shooting	troubleshoot_document.pdf
9	BoQ Preparation Guidelines	BoQ_Help_Bidder_ItemRate.pdf



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

[BoQ_Help_Bidder_ItemWise_Tax.pdf](#)

[BoQ_Help_Bidder_Percentage.pdf](#)

HELP DESK (BCPL)

Mobile : 8811017320

Email : etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile : 8826246593

Email : cphp-nic@nic.in

-----X-----
-----X-----



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/CO19W149MB/90001234				
1.1	The Employer/Owner is: M/s Brahmaputra Cracker And Polymer Limited				
2.1	Name of the Contract: “ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL”.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table border="1"><tr><td>APPLICABLE</td><td> NO </td></tr><tr><td>NOT APPLICABLE</td><td> YES </td></tr></table>	APPLICABLE	NO	NOT APPLICABLE	YES
APPLICABLE	NO				
NOT APPLICABLE	YES				
B. BIDDING DOCUMENT					
ITB clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: SH. M J BORAH, MGR (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. Email id: manosh.borah@bcplindia.co.in				
C. PREPARATION OF BIDS					



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/CO19W149MB/90001234
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: SH. MANOSH JYOTI BORAH, 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. Email id: manosh.borah@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.Email id: manosh.borah@bcplindia.co.in Date: 03.12.2019 Time: 15:00 Hrs.

E. EVALUATION, AND COMPARISON OF BIDS

ITB clause	Description		
32	Evaluation Methodology is mentioned in Annexure-II.		
33	Compensation for Extended Stay: <table><tr><td>APPLICABLE</td><td>NO</td></tr></table>	APPLICABLE	NO
APPLICABLE	NO		



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

	NOT APPLICABLE	☒ YES									
F. AWARD OF CONTRACT											
ITB clause	Description										
37	State of which stamp paper is required for Contract Agreement: [Not applicable in this tender] 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>☒ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☒ NO</td></tr></table> Whether tendered item is non-split able or not-divisible : Not Splittable <table border="1"><tr><td>YES</td><td>☒ NO</td></tr><tr><td>NO</td><td>☒ YES</td></tr></table>			APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO	YES	☒ NO	NO	☒ YES
APPLICABLE	☒ YES										
NOT APPLICABLE	☒ NO										
YES	☒ NO										
NO	☒ YES										
41	Provision of AHR Item : <table border="1"><tr><td>APPLICABLE</td><td>☒ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☒ NO</td></tr></table>			APPLICABLE	☒ YES	NOT APPLICABLE	☒ NO				
APPLICABLE	☒ YES										
NOT APPLICABLE	☒ NO										
Clause no. 27.3 of GCC	Bonus for Early Completion: <table border="1"><tr><td>APPLICABLE</td><td>☒ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☒ YES</td></tr></table>			APPLICABLE	☒ NO	NOT APPLICABLE	☒ YES				
APPLICABLE	☒ NO										
NOT APPLICABLE	☒ YES										



फॉर्म और प्रारूप

FORMS & FORMATS



LIST OF FORMS & FORMAT

Form No.	Description
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F-1

BIDDER'S GENERAL INFORMATION

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL".

e-TENDER NO.: BCPL/C&P/CO19W149MB/90001234

1	Bidder Name (With Contact Person Name, Phone no., e-mail ID & Details)	
2 (a)	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose certificate of Registration]
2 (b)	Copy of partnership deed/ Memorandum and Articles of Association / Certificate of Incorporation in case of limited company or affidavit towards proprietorship firm	[Submitted / Not-submitted]
2 (c)	Power of Attorney & Name of Person	[Submitted / Not-submitted]
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:



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

6	Operation Address (if different from above)	
		City:
		District:
		State:
		PIN/ZIP:
7	Telephone Number [Mobile & Landline]	Mobile- Landline-
8	NAME OF CONTACT PERSON E-mail ID	
9	Website	
10	Fax Number:	
11	ISO Certification, if any	{ If yes, please furnish details }
12	Bid Currency	
13	Banker's Name	
14	Branch	
15	Bank account number	
16	PAN Details	[Enclose copy of PAN Card]
17	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM Part-II) issued by the authority specified by the respective State Government.)</i>
18	Whether Micro/Small Enterprise	(Bidder to submit documents as specified it ITB) Pl. specify (put tick mark) SC / ST / GENERAL / OTHERS _____ The MSE certificate to be attested by chartered accountant & notarized by notary public.
19	Type of Entity	Corporate/ Non-Corporate (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).



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20	GSTIN	Please submit GST Registration Certificate
21	Vendor Classification Mark (✓) on the applicable one.	Registered ☐ Un-registered ☐ Compound Scheme ☐ PSU , GOVT ☐ SEZ ☐
22	START-UP	(YES / NO) Put Tick mark Certificate Ref. no. _____ Date of issuance. _____ The start-up certificate to be attested by chartered accountant & notarized by notary public.
23	EPF Registration no.	
24	ESI code no.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



BID FORM

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL".

e-TENDER NO.: BCPL/C&P/CO19W149MB/90001234

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: “ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL”.

e-TENDER NO.: BCPL/C&P/CO19W149MB/90001234

Dear Sir,

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

1. Power of Attorney of the signatory to the Bidding Document.
2. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
3. Documentary Evidences showing the Bidder's claim of meeting Technical Criteria as mentioned in Clause 4 of ITB.
4. EMD / Bid Bond
5. Power of Attorney
6. Duly certified documents 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 -----20 ----- 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: "ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL".

e-TENDER NO.: BCPL/C&P/CO19W149MB/90001234

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: "ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL".

e-TENDER NO.: BCPL/C&P/CO19W149MB/90001234

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: “ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL”.

e-TENDER NO.: BCPL/C&P/CO19W149MB/90001234

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: "ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL".

e-TENDER NO.: BCPL/C&P/CO19W149MB/90001234

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



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

TO BE SUBMITTED AFTER GETTING THE ORDER.

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

Dear Sir(s),

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

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

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

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



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

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



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(A Government of India Enterprise)

figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

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

Yours faithfully,

Bank by its Constituted Attorney

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

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

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

.....



AGREED TERMS & CONDITIONS

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

e-TENDER NO.:- BCPL/C&P/CO19W149MB/90001234

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.	i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document. ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.	
6.	Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.	
7.	Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Confirm whether the Director (s) of the participating firm/company is/are the same Director (s) of the other firm/ company who has participated in the same tender.	
9.	Confirm acceptance of Penalty & Price Reduction Schedule as specified in Bid document.	
10.	Confirm acceptance of all terms and conditions of Bid Document (all sections).	
11.	Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.	



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12.	Please confirm your acceptance to all terms and conditions of SCC and SOW	
13.	Confirm your acceptance that <i>“The period of the contract shall be Two Year i.e. 24 months from date of LOI / LOA which is further extendable for another 6 months on same rates, terms and conditions.”</i>	
14.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
15.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
16.	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.	
17.	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.	
18.	All correspondence must be in ENGLISH language only.	
19.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
20.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

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: "ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL".

e-TENDER NO.: BCPL/C&P/CO19W149MB/90001234

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: "ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL".

e-TENDER NO.: BCPL/C&P/CO19W149MB/90001234

Dear Sir

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



BIDDER'S EXPERIENCE

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL".

e-TENDER NO.: BCPL/C&P/CO19W149MB/90001234

Sl. No	Description 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 Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:

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		



DOCUMENTS & CERTIFICATION CHECKLIST

S NO	DESCRIPTION	CHECK LIST	YES/ NA	NO
1.	EMD Value	Rs. 1,19,000.00		
A	DD	DD No. _____ dated For Rs. _____	YES/ NA	NO
B	BG	BG VALIDITY BEYOND (03) THREE MONTHS FROM BID VALIDITY PERIOD OF 90 DAYS	YES/ NA	NO
C	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.	<i>Experience against Completion/ Execution of order/ contract (As Stipulated in BEC 1.1.1)</i>	<i>Refer Section-II of tender document.</i>	YES	NO
A	ORDER COPY	Duly CERTIFIED by as per section II of tender document	YES	NO
C	COMPLETION/EXECUTION ON CERTIFICATE	Duly CERTIFIED by as per section II of tender document	YES	NO
4.	FINANCIAL CRITERIA AS STIPULATED IN BEC		YES	NO
5.	Security deposit: As per section – II of tender document.		YES	NO
6.	Tender Document signed & stamped.	Signed & stamped / digital sign all pages ALONGWITH UNPRICED BID.	YES	NO
7.	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



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(A Government of India Enterprise)

8.	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.

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:

- All documents **[to be submitted]** are required to be self-attested duly signed and stamped.
- If the bidder is submitting only one order & its completion/execution Certificate (as applicable), then sl no. A to be filled in.
- Likewise, If the bidder is submitting more number of orders and their completion/execution Certificates (as applicable), then sl no. A, B , C, D etc shall be applicable. [In below table, upto sl no. 'D' is mentioned. Bidder to increase rows if intend to submit more documents]

Sl. No.	List of Order Details	Description	Details [to be mentioned by the bidder]
A	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			



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		Order No. & Date	
B3		Brief Details/Name (Nature) of Supply	
B4		Contract/Order Value (in Rs.)	
B5		Period of Contract/ Order	
B6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. 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	



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D2		Order No. & Date		
D3		Brief Details/Name (Nature) of Supply		
D4		Contract/Order Value		
D5		Period of Contract/ Order		
D6		Completion /Execution Certificate (as applicable) to contain the following: i. Date of issue ii. Brief Details/Name (Nature) of Supply iii. Contract/Order Value iv. Period of Contract/ Order v. Actual Date of Completion/Execution vi. Executed value vii. Executed Qty, etc		



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THIS FORMAT TO BE FILLED BY THE BIDDER

FINANCIAL CRITERIA AS STIPULATED IN BEC

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

- Format-16 (to be Submitted) is required to be Certified/Attested by Chartered Accountant and to be uploaded/submitted.
- Audited Balance Sheet and Profit & Loss Statements (Submitted) of FY: 2018-19, 2017-2018 & 2016-2017 meeting the Turn Over, NET WORTH & Working Capital requirement of BEC-Financial are to be duly signed and stamped (duly certified /attested) by Notary Public with legible stamp and to be submitted.
- Bidder to Put "tick mark" only [out of two options (i.e "Yes" or "No", one option to be exercised and other one to be deleted in the column given below]

1.2	FINANCIAL CRITERIA	Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED/UPLOADED	
			Option	Tick Mark
1.2.1	Financial Documents – Turn Over as per applicability of relevant clause of BEC	: Uploaded / Submitted Audited financial statements Balance Sheet and Profit & Loss Account statement of any of the three (3) preceding Financial Year(s), i.e FY: FY: 2018-19, 2017-2018 & 2016-2017 [to be reckoned from bid due date] along with un-price bid uploaded /submitted. FY: 2018-2019 FY: 2017-2018 FY: 2016-2017	Yes / No Yes / No Yes / No	
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: 2018-2019. Name of Issuing Bank_____	Yes / No Yes / No	
		Branch Code:_____		
		Location & Address:_____		
		Tel No._____		
		Email ID:_____		



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Brahmaputra Cracker and Polymer Ltd.

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1.2.4	Details of financial capability of bidder prescribed Format-15 as per applicability of relevant clause of BEC	:	Name _____ Of _____ Chartered Accountant: _____ Membership _____ No. _____ of _____ Chartered Accountant _____	Yes / No	
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F-15

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

(To be provided on Bank's letter head)

Date:

To,
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

The Customer has informed that they wish to bid for BCPL's RFQ/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



F-16

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

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

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

***Refer Instructions**

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

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:

Membership No.:

Instructions:

- The financial year would be the same as one normally followed by the bidder for its Annual Report.
- 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.
- 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"
- 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: ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES
OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE
ROU/OFC ROUTE OF BCPL”.**

e-TENDER NO.: BCPL/C&P/CO19W149MB/90001234

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
bank)

(Signature of authorized officer of



भाग – IV
SECTION – IV
संविदा की सामान्य शर्ते) जीसीसी
GENERAL CONDITIONS OF CONTRACT (GCC)



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

NIT/RFQ NUMBER: BCPL/C&P/CO19W149MB/90001234

Dated:

Dear Sir,

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

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

1. General Conditions of Contract.

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

Thanking you,

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

Name:

Designation:

Company Seal:



भाग – V
SECTION – V
SPECIAL CONDITIONS OF CONTRACT
[SCC]
& SCOPE OF WORK [SOW]



SPECIAL CONDITION OF CONTRACT

1.0 GENERAL:

- 1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of Rates, Specifications, Drawings and any other documents forming part of contract whatsoever context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes. Every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appear, the provisions of the special Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The bidder shall be directly responsible for any disputes arising between him and his employees and Brahmaputra Cracker and Polymer Limited shall be indemnified against all losses, damages or claims arising thereof.
- 1.5 The bidder shall indemnify the owner against all loss or damages or liability arising out of or in the course of his employing persons or out of his relations within his employees.
- 1.6 In case of any contradiction, the decision of Engineer-in-charge would be final and binding on bidder.
- 1.7 The job involved is purely on Contract basis and persons engaged by the contractor shall not be / deemed to be an employee of BCPL.
- 1.8 In general the scope of job shall be as per the job details given in SCOPE OF WORK and SCHEDULE OF RATES. However, details specification of jobs shall be as per details given in this contract under scope of work and as per standard Engineering practice and relevant codes applicable in Hydrocarbon Processing Plant / Battery Limit Area / plant.
- 1.9 Brahmaputra Cracker and Polymer Limited reserves the right to reject any one or all the personnel employed by bidder on the basis of their performance, conduct and / or discipline.
- 1.10 The bidder should furnish the GST Registration number, applicable GST/Service Tax/GST rate.

2.0 RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/ INDUSTRIAL LAWS:



2.1 The contractor has to pay following wages components to the persons engaged by him in BCPL:

Sl.No.	Wage components	Rates
1.	Minimum wages	Minimum wages as notified from time to time by the Central Government or State Government, whichever is higher including the increase in VDA from time to time.
2.	Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges	13% of wages as per EPF & Misc. provisions Act 1952
3.	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923	3.25% of wages towards ESI contribution as ESI Act 1948. Where ESI is not applicable, the concerned workers shall be covered under Employee's Compensation Act, 1923 for which insurance policy to be obtained under Employee's Compensation Act, 1923 and submitted to EIC.
4.	Bonus	8.33% as per payment of Bonus Act (Amendment) Act 2015 i.e. Rupees seven thousand only or minimum wages whichever is higher per months. (To be paid to the contract workers during festival time by the contractor and submit the proof of payment to EIC).
5.	Death Gratuity	Death gratuity in cases of death or permanent disablement during the currency of the contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of the deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit.
6.	Annual Leave with Wages as per Factories Act/ Rules or Shops & Establishment Act of respective State	Annual Leave with wages to be paid as per the provisions of Factories Act 1948. Compliance to be done in terms of the statutory provisions and same shall be reflected in Attendance Register and Leave Records by the contractor.
7.	Overtime for working extra work/ Compensatory off (provision for over time should be made in the contract value as per requirement)	Over time as applicable under Factories Act, 1948. Disbursement should be maintained in Overtime Register prescribed in CL(R&A) Act, 1970.



8.	Cost of safety kit & liveries/uniform in terms of safety provisions under Factories Act, 1948 (for workers working in factories only)	Contractor has to distribute safety kit (ISI Marked) and liveries (Uniform of good quality & 100% as per standards decided by BCPL) to every worker which comprise two sets of uniform & One pair of Safety Shoes (ISI Marked), 02 pairs of socks per year per worker and One Industrial Safety Helmet (ISI Marked) and other PPE appliances applicable for nature of work which will be decided by EIC. The uniform as mentioned above shall be provided within 01 month from the day of start of the contract.
9.	Maternity Benefit to women contract worker under Maternity Benefit Act, 1961/ESI Act, 1948	As per the provisions of ESI Act, 1948 or The Maternity Benefit Act where ESI act is not applicable.
10	National Holidays:	That contractor shall provide 03 (Three) National Holidays in a calendar year i.e. 26 th January (Republic Day), 15 th August (Independence Day) and 2 nd October (Gandhi Jayanti).
11	Festival Holidays:	That contractor shall provide 08 Festival Holidays in a calendar year including International Labour Day (i.e. 1 st May/May Day)
12	NON-STATUTORY ALLOWANCE	In addition to the Minimum Wages, Contract workers to get additional Non-statutory allowances @ 16% on the applicable minimum wages of different skill category. This non- statutory allowance will be paid to all contract workers deployed at various operational locations of BCPL as per MoS dated 29.03.2019.
13	SHIFT ALLOWANCES:	Contractor workers perform their duties in shifts, will be paid Shift Allowance @ Rs. 30/- per day for A & B Shift and @ Rs.40/- per day for “C” Shift.
14	EMPLOYMENT CARD / Identity Card:	That all the contractors will issue Employment Card to their contract workers as per CL (R&A) Act-1970 and rules made there under without fail. Employment Card to be issued immediately on joining to their respective workers.
15	ISSUANCE OF WAGE SLIP:	That all contractors will issue Wage Slip to all their contract labours every month in Form XIX under Rule 78 (1) (b) of Contract Labour (R&A) Act. 1970 and Central Rules 1971.
16	Maintenance of Registers	The contractor is required to maintain the following registers: Form A (Employee Register),Form B (Wage Register),Form C (Register of Loans/Recoveries,&



		Form D (Attendance Register) under Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017. The copies of above registers are required to be submitted along with monthly RA Bills.
17	Periodical Medical examinations	The contractor shall carry out the periodical medical examinations once in a year as per factories act 1948 and Assam Factories Rules 1950 at least once in a year.
18	PROVISION REGARDING PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJJBY)	“Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of BCPL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to BCPL in this respect and Contractor shall suitably consider the same in their bid. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.”

- 2.2 The contractor shall be solely responsible for compliance with all Labour law provisions, including the payment of minimum wages as notified by Central Government or state government whichever is higher.
- 2.3 The contractor has to provide shift reliever/ leave reliever as per provision of labour act.
- 2.4 The contractor shall provide 03 (Three) National Holidays in a calendar year i.e. 26th January (Republic Day), 15th August (Independence Day) and 2nd October (Gandhi Jayanti). The contractor shall provide 08 Festival Holidays in a calendar year including International Labour Day (i.e. 1st May/May Day). That contractor shall provide Annual Leave with Wages to their contract workers as per the provision of Factories Act-1948. Accordingly, every worker who has worked for a period of 240 days or more in the factory during a calendar year shall be allowed one day paid leave for every twenty (20) days of work performed during the subsequent year.
- 2.5 The Contractor shall ensure compulsory Health Check-up of the individual deployed manpower once in a year (First at the time of joining and second after completion of 6th month from the date of first Health Check-up). Record to be submitted to EIC after its completion.
- 2.6 Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall



ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The contractor has to ensure deposit of PF contribution @ 12 % of Employee's contribution and 13 % of employer's contribution.

- 2.7 Bidders are advised in their own interest to visit office/site and ascertain the conditions and quantum of work before quoting.
- 2.8 Bidder should take care of GST (as applicable) while quoting rates and should separately indicate rate of GST to be charged.
- 2.9 The services not provided during the month against each category shall be recovered proportionately on pro-rata basis for particular category from the monthly bills of the contractor.
- 2.10 Contractor has to get the wage register certified and signed by the EIC or its authorized representative while disbursing the wages to the deployed personnel's.
- 2.11 Contractor has to provide shift reliever/ leave reliever as per the provision of Labour act.
- 2.12 The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in totality, in accordance with the Terms & Conditions of the Bid Documents.
- 2.13 Annual Leave wages shall be allowed to workman as per the provisions of the Factories Act-1948 and rules made there under.
- 2.14 Contractor shall pay bonus to their respective contract workers as per the Payment of Bonus Act-1965 and Payment of Bonus (Amendment) Act. 2015.
- 2.15 Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The Contractor shall have his own PF Code No with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that Contractor should obtain a sub-code under EPFO, Tinsukia and deposit the contribution of its workers in EPFO Tinsukia. The contractor must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, PF Challan, Confirmation slip and Acknowledgment along with monthly RA bill/s.
- 2.16 Workmen Compensation shall be regulated as per the provisions of Employee Compensation Act-2010 (earlier known as Workmen Compensation Act. 1923) and as amended from time to time. The contractor shall obtain suitable Employee's Compensation Insurance policy covering the risks of accident at the workplace and injury sustained out of or in course of employment for all contract workman engaged by the contractor as per the provision Employees' Compensation Act, 2010 and rules framed there under (where ESI act is not applicable).
- 2.17 Every women worker shall get Maternity Benefit as per the provision of the Maternity Act. 1961 and as amended from time to time.
- 2.18 All the contractors will issue Employment Card to their contract workers as per CL (R&A)



Act-1970 and rules made there under without fail. Employment Cards are to be issued immediately on joining to their respective workers.

- 2.19 All contractors will issue Wage Slip to all their contract labours every month in Form XIX under Rule 78 (1) (b) of Contract Labour (R&A) Act. 1970 and Central Rules 1971.
- 2.20 The contractor and contract workers will abide by all the safety norms prescribed by BCPL Authority. Contractors will provide all safety items as per the job requirements and provisions of the contract. Further, contractor to issue standard (ISI mark) safety appliances like safety shoes, helmet and other safety appliances, uniform etc. to all their Contract Labours at free of cost.

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

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

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

- 3.1 MANPOWER ENGAGEMENT:** That the contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in un-skilled category of work for which the list of such Persons will be provided by the Authorized Person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.” So far as engagement of Semi-Skilled and Skilled category of manpower in the said work is concerned, the contractor will give preference to PAPs and local persons fulfilling the technical requirement of the job/work.”

4.0 DUTIES & RESPONSIBILITY OF CONTRACTOR:

- 4.1 The contractor has to observe existing Fire & Safety rules and regulations of BRAHMAPUTRA CRACKER AND POLYMER LIMITED in addition to all statutory rules and regulations.
- 4.2 The resources deployed by the contractor should be substantiated by necessary proofs / documentary evidence regarding the Trade exercise and physical standards to the satisfaction of the EIC.
- 4.3 Contractor should arrange to provide proper Gate Pass for his Employees to be deputed by him for the work duly issued by CISF. The contractor is supposed to complete all the necessary formalities of the Security Department of BCPL like furnishing of Police verification, signed Photo ID, etc. at his own cost.



- 4.4 Contractor has to depute a responsible representative / supervisor for all the worksites for 365 days in a year to review and substantiate the statutory compliance of PF, ESI, GST/Service Tax as applicable and payments to workers, deployment of manpower as per the instruction of EIC, Health check-up of their employees on Half Yearly basis etc.
- 4.5 All the persons deployed by the CONTRACTOR for carrying-out services under SoR, Scope of work shall be on his established pay roll and be paid by him and the COMPANY has no liability whatsoever in this regard. The CONTRACTOR shall make regular and full payment of wages & salaries to the persons engaged by him as required under relevant Labour laws/ Factory Act etc. within **7th day** of the subsequent month and submit one copy of the Bank statement / payment sheet / register to the COMPANY as a documentary evidence thereof for its record.
- 4.6 All persons of the CONTRACTOR entering in work premises shall be well behaved, properly and neatly dressed, with Industrial Safety Helmet and Industrial Safety Shoes, clean shaved and shall wear badges while working on premises of the COMPANY involving worksite. Any indiscipline/ improper behaviour of employees deputed by the contractor to be removed from its roll after getting instructions from EIC. EIC's decision shall be final and binding on the contractor.
- 4.7 Contractor shall be responsible for proper uniform, Industrial Helmet and safety shoes for the personnel deputed while on duty. Personnel deputed including supervisor shall wear cotton uniform as per the norms as approved by the Engineer – in – Charge (EIC). Each personnel deputed shall be provided with the items prior to their deputing:
- Uniform - Two sets of Cotton wear, (Shirts and Trousers) every year.
 - One safety Industrial Helmet (ISI marked).
 - One pair of Industrial Safety Shoes and 02 pair of socks to be issued in a year. The Industrial Safety Shoe shall have ISI marked / DGMS approved or having other equivalent international approval, as approved by Engineer - in - Charge.
 - Other PPE appliances - One pair of safety goggles suitable for splicing job, one pair of leather gloves suitable for cable pulling, one pair of cotton gloves suitable for splicing.

If the contractor does not provide the Kits & Liveries and other required Personal Protective Equipments, Brahmaputra Cracker and Polymer Limited reserves the right to provide the required Kits & Liveries and other required Personal Protective Equipments, with deduction of the actual purchase cost and additional fifty percent as penalty at cost of purchasing after initial window period of 30 days to the contractor. The safety shoe shall have guarantee of minimum one year, however in case of damage to the shoe replacement to be done at the cost of the contractor. The cost of uniform and shoes to be borne by the contractor and not to be deducted from the wages /salary / remuneration of the personnel deputed. A register in respect of issue of Personal Protective Equipment to the personnel of contractor deputed at BCPL to be mentioned as per statutory / EIC's verification purpose.

- 4.8 In case the COMPANY considers presence of any of the persons of the CONTRACTOR



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

- 4.9 The CONTRACTOR shall ensure that all persons are provided with the protective cotton clothing like the helmets, safety shoes, etc. and all the safety equipments required as per the nature of hazard in the task / order entrusted by the Engineer in-charge / Shift in-charge Fire & Safety as may be required from safety and security point of view and all his persons shall follow instructions issued by the company, from time to time.
- 4.10 During the currency of job, if the work progress does not commensurate with the time elapsed in respect of any person / persons engaged, the CONTRACTOR shall be liable to pay the COMPANY compensation as may be considered reasonable.
- 4.11 The CONTRACTOR shall be liable for making good all damages / losses arising out of theft, breakage, pilferage of any office furniture, equipment, fittings, and fixtures as may be caused directly or indirectly by the persons engaged through him/work carried out by them.
- 4.12 It shall be the sole liability of the Contractor (including Contracting firm / Company) to obtain and to abide by all the necessary Licenses / permissions from the concerned Statutory Authorities as provided under the various existing Labour Legislations including the labour License obtained as per the Provisions on the Contract Labour (Regulations & abolition) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- 4.13 In case of account, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify BCPL from such liabilities.
- 4.14 The Contractor shall discharge Obligations as provided under various applicable statutory enactments including
- Employees Provident Fund & Miscellaneous Provisions Act, 1952
 - Factories Act (including Assam Factories rule , 1950)
 - Employees State Insurance(ESI) Act 1948,
 - The contract Labour(Regulation and Abolition) Act, 1970
 - The Interstate migrant workmen (Regulation of employment & Conditions of Service) Act, 1979
 - The minimum wages Act, 1948 (latest revision)
 - The payment of wages Act, 1936
 - The workmen's compensation Act, 1923
 - The Payment of Bonus Act, 1965 (amended in 2015)
 - Other relevant acts, Rules and Regulations enforced from time to time.



- 4.15 The contractor shall be responsible for required contributions towards Provident Fund, pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to BRAHMAPUTRA CRACKER AND POLYMER LIMITED and shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employee's and employer's contributions. The contractor shall also be responsible to pay any administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of BRAHMAPUTRA CRACKER AND POLYMER LIMITED.
- 4.16 The contractor shall regularly submit all relevant records / documents to BRAHMAPUTRA CRACKER AND POLYMER LIMITED representative for verification and upon such satisfaction only; BRAHMAPUTRA CRACKER AND POLYMER LIMITED will allow the reimbursement of the amounts paid.
- 4.17 The contractor shall be solely responsible for the payment of wages, bonus (as per latest payment of bonus act), and other dues to the personnel deployed by him latest by **7th of the** subsequent month via electronic mode. The contractor shall be directly responsible and indemnify the company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him. Proof of disbursement of payment to be submitted along with the monthly bills.
- 4.18 The contractor shall indemnify the company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him. *Indemnity bond* equivalent to the contract value to be submitted as per BCPL Proforma.
- 4.19 The contractor shall deploy the supervisors & ensure regular effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- 4.20 The period of contract shall be initially for a period of **twenty-four (24) months** from the date of issue of letter of intent & may be renewable further period for six months on the same rates, terms & conditions. The contractor has to provide requisite services within seven days after issuing of letter of intent.
- 4.21 If any part of equipment or any equipment is damaged by contractor or his men, the documented purchase cost of the same and additional fifty percent shall be recovered from the contractor depending upon the values appearing in BRAHMAPUTRA CRACKER AND POLYMER LIMITED records book.
- 4.22 During the contract period, at any point of time, duties assigned to the contractor or his men is not fulfilled, contractor is liable to pay penalty as decided by Shift in-charge, Fire & Safety / Engineer in-charge / Office in-Charge against the non-fulfilment of Job.
- 4.23 The CONTRACTOR and his resources have to be familiar to work in the Fertiliser / Hydrocarbon / LPG / Petrochemicals / Chemical industry or Refinery.
- 4.24 Before deployment of his resources the contractor has to fully satisfy the Engineer in-charge



/ Office in-Charge of the work Centre regarding his capabilities of effectively executing the assigned jobs and maintenance of F&S System at the plant. Contractor has to arrange training for personnel deputed and arrange demonstration by personnel deputed.

- 4.25 The rates agreed to here-in shall remain fixed till the expiry of the contract and the Contractor shall not be entitled to any increase or revision or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any understanding or assurance given or alleged to have been by any employee of the company or due to Contractor's own ignorance or on account of any difficulties or hardships faced by him.
- 4.26 All the personnel deputed shall be in contact through mobile phone with the Engineer- in – Charge, control room while on off the duty and while journey to another premises, pipeline location. Mobile numbers of all the personnel deputed to be informed prior to their engaging in job.
- 4.27 All the personnel deputed shall undergo a *medical check-up* (twice in a year) from a recognized hospital as per the scope of work, initially at the start of the contract prior to depute personnel at work. Medical Check-up for the personnel deputed is in the scope of the contractor, contractor has to bear the entire cost and no amount to be deducted from the wages / salaries of the personnel deputed. Afterwards medical check-up shall be carried out at least once in six months / As per Assam Factory Rules. Reports in this regard to be submitted to Engineer in-charge before deploying at site. Medical check-up and related administrative cost till execution period is in the scope of the contractor. If the contractor fails to carry out medical check-up as required, Brahmaputra Cracker and Polymer Limited reserves the right to carry out the medical check-up and deduct the documented cost and additional fifty per cent from the bill of the contractor.
- 4.28 Contractor to issue **Employment Card** to all the contract workers engaged by the contractor in FORM XIV (See Rule 76) of Contract Labour (Regulation & Abolition) Act. 1970.
- 4.29 Contractor shall issue **wage slip** to their respective contract workers in “Form XIX” under Rule 78 (1) (b) of the Contract Labour (Regulation & Abolition) Act. 1970.



- 4.30 Contractor shall pay **Retrenchment Compensation** to retrenched contract workers as per the provisions of ID Act. 1947. Contractor to serve at least 30 days' notice or payment in lieu of notice to the contract worker those who have completed at least 240 days in preceding 12 months as on the day of retrenchment.
- 4.31 Contractor shall ensure regular and effective supervision of personnel deployed by him at BCPL for undertaking the contractual obligations.
- 4.32 Contractor is required to maintain all statutory registers and records as per the provisions of various applicable Labour Laws and submit the same to BCPL as and when required. 4.33 Contractor shall deploy qualified and experienced personnel to discharge the contractual obligations effectively.
- 4.34 The substitute for weekly off days / leave shall be provided by the contractor without any extra cost.
- 4.35 The contractor shall arrange to make photo gate passes/labor permissions/vehicle passes etc. for his persons/labors/vehicles for working in site plant premises at his own cost as rules of the company.
- 4.36 Supervisor has to make roaster for shift duty and other duty of the personnel deputed at the beginning of each month in such a way that normally
- a) No person shall perform shift night to morning in continuation (No person shall be allowed to work for more than 8 hours at a time in normal case)
 - b) Paid (03 days) National Holiday shall be granted to every workman during a calendar year.
 - c) Paid Festival Holiday (08 Days) shall be granted to every workman in a calendar year. Worker will decide the particular festival day on which they will avail the leave after mutual discussion with the respective contractors to ensure that there is no hindrance to the work at BCPL Site.
 - d) Shift Allowance shall be granted to the workers who perform their duties in A, B & C Shifts
 - e) Contractor shall be responsible for payment of overtime wage to his employees under the laws as per prescribed rates.
- 4.37 **Other Guidelines:**
- a) The persons deployed for Shift Duty \ should report at least fifteen minutes before in the Fire Station, of that particular location. Duty period for shift and General Shift shall be notified from time to time.
 - b) The persons deployed for services under all SoR Items on duty *to keep strict vigilance against outbreak of fire and to check the availability/serviceability of first-aid firefighting equipment and fixed fire protection installations*
 - c) The persons deployed for services under all SoR Items on duty *to use firefighting equipment and operate fixed installations in case of actual fire or during exercise and demonstrations etc. independently and/or under command of Engineer in-Charge / shift In-charge.*



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

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

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

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

- (a) Register of workmen as per form XIII of Rule 75.



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

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

- 4.41 The total working hours for the personnel deployed under the contract by the Contractor would generally be as per the Government norms except during emergency requirements and any anomalies arising out of the working hours of the personnel will be wholly within the purview of the contractor alone. No payment towards overtime, due to extra work when required or any other allowance will be paid by BRAHMAPUTRA CRACKER AND POLYMER LIMITED.
- 4.42 The contractor will be fully responsible for any accidental Injury, disability due to injury and or Death or consequential loss to the contractual worker of the company while in the service of this Establishment. Contractor will indemnify BCPL by signing on the document.
- 4.43 The contractor shall cover all the workers /personnel under this contract under following Insurance Scheme from a Nationalised Insurance Company / ECIS as applicable, and submit documentary proof of the same to this office. In case the contractor fails to obtain the same, Brahma Putra Cracker and Polymer Limited reserves the right to obtain the Insurance Policy and deduct the 150% amount of expenditure incurred from the bill of the contractor.
 - Group Accident & Death Insurance on the job and off the job.
 - Employee Compensation Insurance
 - ESI / Equivalent Mediciclaim Insurance to their contract employee along with Employee's wife and two children.
- 4.44 The contractor shall cover all the workers/personnel under this contract under Employee State Insurance and submit documentary proof of the same to this office. In case of non-availability of Employee State Insurance, alternate equivalent Medical Insurance Policy from a Nationalised Insurance Company to be obtained for coverage of all deputed personnel in the entire contract period. In case the contractor fails to obtain the same, Brahma Putra Cracker and Polymer Limited reserves the right to obtain the Medical Insurance Policy and deduct the 150% amount for medical insurance from the bill of the contractor.
- 4.45 The Contract shall not handle any equipment/ systems or utilities that are not identified for the use by his personnel. Any damage arising out of violation thereon either directly or indirectly will be liability of the Contractor.
- 4.46 All Major and Minor Fire Fighting Equipments entrusted to the Contractor shall be his responsibility and damage / loss caused due to mishandling, the liability shall be on the Contractor which will be 1.5 times of the documented purchase cost of the item shall be recovered from the bill of the contractor.



- 4.47 The contractor shall ensure complete Fire Protection of all BRAHMAPUTRA CRACKER AND POLYMER LIMITED's property and safeguard the employees from Fire incident by providing properly trained personnel.
- 4.48 The Contractor shall ensure execution of the work as per Scope of Work & submit documentary evidence.
- 4.49 Proof of Experimental and Establishment reserves the right to reject any person/persons deployed or proposed to the deployed by the Contractor without assigning any reasons.
- 4.50 The Contractor shall ensure that photo identity cards issued as work permits are deposited with the Contractor Supervisor whenever personnel under his contract are leaving service-leave/resign.
- 4.51 The contractor shall ensure full discipline of all personnel deployed by him at all times and ensure that his personnel are not intoxicated while on duty and they display their identity cards at all times during duty.
- 4.52 The Contractor shall ensure that his personnel are not involved in Trade Union activities inside or outside at any time during their deployment with various premises of Brahmputra Cracker and Polymer Limited, at Lepetkata, Duliajan & Lalmati.
- 4.53 The contractor shall be responsible to change/replace personnel within 24 hours on demand by the EIC, BRAHMAPUTRA CRACKER AND POLYMER LIMITED for acts committed like
(a) Violation of Security and safety regulations. (b) Sleeping while on duty. (c) Any negligence in performance of duty. (d) Drunkenness and or Disobedience. (e) Theft / dishonesty. (f) Lack of efficiency, (g) Continue absent from duty for 06 days or more without permission; (h) Any other Activities detrimental to the safety and in the interest of Brahmputra Cracker and Polymer Limited.
- 4.54 The Contractor at the time of signing of contract shall submit an Affidavit duly Notarized with the following indemnifying BRAHMAPUTRA CRACKER AND POLYMER LIMITED:
(a) During work, in case of accidental Injury, Disability due to injury and or Death to the contractual worker of the company while in the service of this establishment, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not be held responsible, Medical expenditure and or any Compensation to be given to the injured / disable / deceased shall be borne by the contractor.
(b) All contractual service personnel shall be covered under ESI and accident Insurance.
(c) For change of ownership of the company or addition of a working partner, the contractor shall intimate BRAHMAPUTRA CRACKER AND POLYMER LIMITED at least one month in advance before change of ownership or addition of partner.

5.0 INDEMNITY AGREEMENT:

- (a) Contractor agrees to protect, defend, indemnify and hold BRAHMAPUTRA CRACKER AND POLYMER LIMITED harmless from and against all claims, demands and causes



of action, liabilities, expenses costs, lines, rights in term and judgment of every kind and character without limit which may arise in favour of Contractor's Employees, agents, subordinates or their employees or third parties on account of bodily injury or death or damage to personal property as a result of the operation contemplated hereby, regardless of whether said claims, demands or causes of actions out of the negligence or otherwise in whole or in part, un-seaworthiness or other fault, including pre-existent conditions or commission its Contractor (Other than Contractor) Sub-contractor, Partners, Joint ventures, employees or agents.

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

6.0 SIGNING OF CONTRACT AGREEMENT

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

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

7.0 PERIOD OF CONTRACT AND CONTRACT VALUE:

- 7.1** The contract will be initially for a period of twenty-four months (24 months) from the date of award of order and can be further extended by six months at the same rate terms and conditions. During the currency / progress of the contract at any point of time, if the contractor performance is not found satisfactory enforcing termination Clause can terminate the contract.

- 7.2** The value of contract shall be in accordance with the schedule of rate and schedule of quantities. However, actual work may vary depending upon the requirement by Engineer I-Charge or site In-charge. Minimum value of work is not guaranteed.



8.0 MATERIAL & SPARES

BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall supply all materials, spares, consumables electricity and water free of cost to carry out the services as per the scope of work. *Kits and liveries, Personal Protective Equipments for the personnel deputed for the maintenance of firefighting and fire protection equipment, to be provided by the contractor.* For providing Kits and liveries & Personal Protective Equipments for the personnel deputed, no amount to be deducted from the payment of the deputed personnel.

9.0 ALTERATION IN WORK SCHEDULE

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

10.0 SUBLETTING & ASSIGNMENT:

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

11.0 TERMINATION

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



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

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

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

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

12.1 Contract or Performance Guarantee:

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

12.2 Defect Liability Period:

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

12.3 Abnormally High unit Rate Items:

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

1. Rates as per SOR, quoted by the contractor.
2. Rate of the item, which shall be derived as follows:
 - a. Based on rates of machine and labour as available from the contract (Which includes contractor's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overheads & other expenses.

13.0 INCORPORATION CLAUSE

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



14.0 TERMS OF PAYMENT

(a) Bill in triplicate will be submitted every month to the Engineer in charge at Brahmputra Cracker & Polymer Limited, Lepetkata, for verification, certification & onward transmission to finance department for release of payment. Bills are required to send in an envelope mentioning the following information on the top :

- i) Invoice Number,
- ii) Work Order Number of BCPL,
- iii) Date of Invoice,
- iv) Service Provided to the Department and Location,
- v) Brief Description,

Those bills shall be submitted as per SOR along with the documents as applicable:

- i) Provident Fund Contribution deposit certificate,
- ii) ECR Mandate for Provident Fund,
- iii) ESI Payment deposit certificate, / Equivalent medical Insurance document.
- iv) Employee Compensation Insurance.
- v) Documentary evidence for payment deputed personnel for previous month, Bank Statement for release of payment etc.
- vi) Any other statutory payment bonus etc, to the personnel deputed for any particular month.
- vii) Proof of GST/Service Tax remittance.

No advance payment in any form will be made even against supply of materials. The monthly payment shall be released only after a satisfactory completion of work as per terms and conditions of agreement. Payment shall be released with necessary recoveries within thirty (30) days from the date of receipt of bills through cheque. For this the bidders are requested to give their account details in any of the nationalised banks.

(b) No deviation of payment terms as per tender document shall be acceptable.

(c) The contractor has to bear the **Tax liabilities under Income Tax Act 1961**, amended from time to time in respect of himself and his employees.

15.0 SCHEDULE OF RATES

a. The contractor shall quote as per items given in Schedule of Rate attached herewith for Locations- Lepetkata, Duliajan. The rates shall be firm & composite. The Contractor shall quote for monthly rates including taxes and other charges for carrying out the operation & maintenance activities. The schedule of rate shall be read in conjunction with special conditions of contract, general conditions of contract & any other documents forming part of this contract. The quantities shown against the various items are only approximate & subject to any variations as per the stipulations made in general condition of contract.

b. The owner reserve the right to interpolate or extrapolate the rates for any new items of work not covered in the schedule of rate from the similar items already available in SOR. All the



works shall be measured upon completion & paid for contracted rates. In case any activity especially not covered in SOR description but same is not covered under the scope of work/ specification, no extra claim on this account shall be entertained.

c. The value of work under this contract shall be as per quantities mentioned in the SOR. Actual work may vary to any extent plus or minus to the attached quantities. The value of work will be as mentioned in the SOR, and shall remain firm during the entire period of the contract.

d. The contract price shall be arrived at by considering the jobs description as per the SOR, Scope of Work and Special Condition of Contract. The rate quoted by the bidder. even in the event of variation of the contract value arising from non execution of certain SOR items, the unit rate as quoted by the bidder shall remain the same and no revision in rates whatsoever will be applicable during the present tenure of contract or extension thereof.

e. The rate quoted by the bidder shall remain firm throughout the period of the contract. The unit quoted shall include all expenditure envisaged by the bidder. Schedule of rates shall be deemed to include and cover all cost, expenses, liabilities taxes and duties including work contract tax (except GST/GST/Service Tax) of every description and all risk of every kind to be taken in executing and completing the work.

f. The quoted rates shall be deemed to be inclusive of all taxes, duties, octroi, levies, works contract tax, bonuses, statutory payments etc. (except GST/Service Tax and education cess) as applicable till the completion of the contract and the contractor shall not be eligible for any compensation on this account during the entire period of contract. However, for GST/Service Tax, the bidder has to quote the percentage (%) of GST/Service Tax at the applicable rate categorically specifying the same in the SOR (schedule of rates) otherwise it shall be presumed and deemed that GST/Service Tax at the present applicable rate and, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not reimburse the portion of GST/Service Tax for this entire contract period.

16.0 GST/Service Tax

The quoted rates shall be inclusive of all taxes and duties applicable during the contract period except for GST/Service Tax & Education cess thereon. GST/Service Tax & cess thereon shall be paid extra, if applicable, **on submission of documentary Evidence/Invoice(s).**

The Bidder shall indicate in the bid the GST/Service Tax Registration Number and in case the GST/Service Tax Registration Number is not available, the bidder will give confirmation for obtaining Registration with a copy of application for registration.

The contractor liable to pay GST/Service Tax for the work/ services rendered to BRAHMAPUTRA CRACKER AND POLYMER LIMITED, shall specifically mention the GST/Service Tax Registration Number in their invoices. Further, the amount and rate of GST/Service Tax shall be separately and distinctly specified in the invoice.

For payment of GST/Service Tax, serially numbered Invoice/ Bill shall be issued by service provider and should also specify the following:

- (i) The name, address and registration number of the service provider.
- (ii) The name and address of the recipient of the taxable service
- (iii) Description, classification 8: value of taxable service provided and;
- (iv) The GST/Service Tax payable on such services.



The above details are required to enable BRAHMAPUTRA CRACKER AND POLYMER LIMITED to avail CENVAT credit for the GST/Service Tax payments.

The bidder shall quote separately the PRESENT APPLICABLE RATE OF GST/SERVICE TAX PAYABLE if any otherwise it shall be deemed presumed that the quoted rates are also inclusive of GST/Service Tax & bid shall be evaluated accordingly and in such case GST/Service Tax should be borne by service provider only if applicable during execution of contract. GST/Service Tax & cess thereon shall be paid extra, if applicable, on submission of documentary evidence/invoice(s)

In case of any statutory variation in GST/Service Tax during the currency of the contract, the contractor shall submit a copy of Government notification to evidence the rate as applicable on the date of submission of bid and on the date of revision. Claim for payment of GST/Service Tax/statutory variation in GST/Service Tax, should be raised within two (2) months from the date of issue of Government Notification for payment of differential GST/Service Tax, otherwise claim in respect of above shall not be entertained for payment of arrears.

17.0 TAXES & DUTIES

(a) The BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall not be liable to pay or reimburse any taxes, duties and levies including but not limited to taxes imposed on the income on the contractor and its employees. The contractor shall make all reports and take all action necessary for such payment. BRAHMAPUTRA CRACKER AND POLYMER LIMITED in the event so required by law withhold and pay to the Tax authorities directly any taxes, levies assessed on account of the contractors of operation pursuant to this agreement and contractor shall indemnify BRAHMAPUTRA CRACKER AND POLYMER LIMITED against any all liabilities claimed for taxes and statutory payment including interest and penalty which any attributes may impose on the BRAHMAPUTRA CRACKER AND POLYMER LIMITED or on the contractor.

(b) Charges payable hereunder shall be firm during the period of the contract or any extension thereof and no escalation shall be allowed on any ground whatsoever.

(c) The contractor shall be liable to pay the entire license fee or any other fees as required by any authorities. The contractor shall observe all statutory laws and rules and regulations. Contractor shall pay to the concerned personnel all the payments due to the personnel deployed by the contractor under this contract. The BRAHMAPUTRA CRACKER AND POLYMER LIMITED has no liabilities whatsoever.

18.0 ACCOMMODATION & TRANSPORTATION

The contractor will make his own arrangements for accommodation, food, and transportation etc of the personnel deployed by him at all the worksites (Lepetkata, Duliajan and other). In case of requirement of stay / halt at any location at pipeline, contractor has to arrange food and accommodation for deputed personnel.

19.0 PENALTY & PRICE REDUCTION SCHEDULE

Time and service are the essence of this contract. As per the contract, the contractor has to provide right quality of service and right time to the owner. In case the contractor fails to provide the service on any day as per the contract, the **pro-rata penal deduction of twice the day's service charge will be deducted from their proceeds**. However, the aforesaid penalty is in addition to the penalty for delayed work/execution as stated in our Price



reduction schedule Clause no- 27 of GCC. There shall be also price reduction with the years of experience for various personnel as per the Scope of Work / Qualification and experience of personnel.

20.0 INSURANCE

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

21.0 MOBILISATION PERIOD

The contractor is required to mobilise within fifteen (15) days from the date of FOI / LOA whichever as earlier at his own cost without any implication to BRAHMAPUTRA CRACKER AND POLYMER LIMITED.

22.0 APPLICABLE CODES AND SPECIFICATIONS:

- a) For the smooth execution of the services contracted out herein it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience and expertise as normally required under the norms followed and also meets the statutory requirements.
- b) The contractor will also be required to take repair work according to the priorities fixed by the EIC from time to time.

23.0 COMPLETION CERTIFICATE & FINAL BILL:-

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

24.0 FINAL CERTIFICATE:

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



25.0 STATUTORY COMPLIANCE UNDER LABOUR & INDUSTRIAL LAW

- a. It shall be the sole liability of the Contractor (including the Contracting Firm/Company) to obtain and to abide by all necessary licenses/ permissions from the concerned authorities as provided under the various Labour Legislations
- b. The Contractor/Contracting Firm shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund and Miscellaneous Payment Act 1952, Employees State Insurance (ESI) Act, 1948, Contract Labour (Regulations & Abolition) act, 1970, Inter-State Migrant Workmen (Regulation of employment & Conditions of Service) Act, 1979, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employees Compensation Act 2010 (Previously known as Workmen's Compensation Act, 1923), Payment of Bonus Act, 1965 and any other relevant Acts, Rules & Regulations enforced from time to time. In the area which is not covered under ESI Act, Contractor / Contracting Firm should cover its personnel engaged to execute the work under Employee's Compensation Act, 1923 and obtain equivalent medical insurance.
- c. It is made clear that the Contractor shall have a separate PF code number with Regional



Provident Fund Commissioner & ESI code allotted by the concerned Authorities & ensure coverage of the persons employed under the Contract. It is also recommended that the contractor should obtain a sub-code under EPFO, Tinsukia and deposit the contributions of the workmen / employees in EPFO Tinsukia. The Contractor/Contracting Firm shall be responsible for required contributions towards P.F., Pension, ESI or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to BRAHMAPUTRA CRACKER AND POLYMER LIMITED and shall deposit these amounts on or before the prescribed dates. Contractor shall submit the proof of depositing the employee's and employer's contributions along with monthly running bill. The documents for proof shall be ECR Mandate, Confirmation Slip, and acknowledgement slip along with the monthly bills.

d. The contractor is responsible for obtaining the labour licence under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Regional Labour Commissioner (Central), Ministry of Labour, Government of India, Dibrugarh.

e. *The Contractor should produce necessary EPF & ESIC code before commencement of the work.* The Contractor shall also be responsible to pay any administrative/ inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of BRAHMAPUTRA CRACKER AND POLYMER LIMITED. In case of placement of order, the bidder should furnish necessary valid Employees Provident Fund (EPF) registration certificate & ESIC registration certificate in the name of the contractor's firm DULY NOTARIZED BY NOTARY PUBLIC before commencement/mobilization of work/contract.

f. If workmen who are not covered under ESI Act, the contractor should take appropriate Workmen / Employee Compensation Insurance policy and submit the copy to BRAHMAPUTRA CRACKER AND POLYMER LIMITED (India) Limited. **NO DEVIATION IS ALLOWED IN THIS REGARD.**

g. The Contractor / Contracting Firm shall be solely responsible for the payment of wages and other dues to the persons deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible and indemnify the Company against all charges, dues, claims etc. arising out of the dispute relating to the dues and employment of personnel deployed by him.

h. The Contractor shall be solely responsible for disbursement / payment of wages and allowance to his personnel / salaries latest by 7th day of the subsequent month that might become applicable under any new act or order of the Government. BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall no liability, whatsoever, in this regard. Disbursement of wages must be witnessed by the principal employer.

i. The contractor shall ensure to obtain Employees Compensation Policy covering the risks of the accident at the workplace and injury sustained out of in course of and out of employment in respect of personnel deployed by the contractor as per Employees Compensation Act 2010 and rules framed thereunder.

j. If due to any reason whatsoever, BRAHMAPUTRA CRACKER AND POLYMER LIMITED is made liable to meet any obligation to pay the contribution towards PF/ESI or any other statutory payment, BRAHMAPUTRA CRACKER AND POLYMER LIMITED shall be at liberty to recover such amount by deducting it from the 'Security Deposit / Contract Performance Security' or from any sum due to the Contractor whether under this Contract or otherwise.



- k. In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BRAHMAPUTRA CRACKER AND POLYMER LIMITED from such liabilities.
- l. No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BRAHMAPUTRA CRACKER AND POLYMER LIMITED may terminate the contract.
- m. The Contractor/Contracting Firm shall indemnify the Company against all charges, dues, claims, losses or damages, if any, caused to it on account of acts of the personnel deployed by him. The contractor shall indemnify Brahma Putra Cracker and Polymer Limited against losses or damages if any, caused to it on accounts of acts of the personnel deployed by him for execution of the contract.
- n. The Contractor/Contracting Firm shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- o. The contractor is required to maintain records and registers as required under different laws under clause 3.32 and also any other required under the law.
- p. Contractor shall deploy adequate number of qualified and experienced personnel to discharge the contract obligations effectively. If any shortcoming noted then PRS shall be two times the actual rate.
- q. The Contractor shall not deploy any person below "eighteen [18] years" of age for executing this contract.
- r. The persons to be deployed should be on rolls of the contractor/contracting firm. The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorised representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from Brahma Putra Cracker and Polymer Limited under the relevant rules.
- s. All statutory provisions are to be paid to the contract employee as per statutory requirement irrespective of the price quoted by the contractor. If the quoted rate is found less than the minimum rate as per statutory requirement then the tender is liable to be rejected.

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

25.1 While quoting, it is advisable that the prospective bidder shall make themselves fully conversant with the locations, OFC routes (details as per Annexure-A), Annexure-B for resources to be deployed and types of jobs in details to be carried out therein as per the tender requirement, so that they clearly understand the scope of work and assess the requirement of resources to complete the work in scheduled time.

25.2 CONTRACTOR is deemed to have understood the conditions of existing OFC routes like: terrains, various crossings, access details, on-route BCPL stations/Maintenance bases etc., by visiting the sites and collecting first-hand information before submission of the offer. In case of any doubt, the clarification may be taken from the owner before



submission of the offer.

25.3 The CONTRACTOR shall be totally responsible for the successful execution of the OFC route maintenance contract.

25.4 The data provided in the bid document shall be used by the bidder for reference and information purpose only. It shall be the bidder's responsibility to verify the data & satisfy himself in regard to accuracy & utility of data.

25.5 CONTRACTOR shall be responsible for making an arrangement at each maintenance station for excavation works, testing, measuring, splicing equipment's, unskilled/skilled manpower, transport facilities for their teams & other logistic supports required to maintain end-to-end OFC connectivity in physical layer as per the contract.

25.6 The responsibility of the CONTRACTOR shall include provision of preventive measures of OFC routes such as surveillance of the route, co-ordination with local authorities to avoid damage and cut, deployment of manpower, supply of required materials, erection, installation, testing, documentation, including the related civil works necessary for ensuring the complete end-to-end OFC connectivity in physical layer as described in the tender document at no extra cost to BCPL.

25.7 The material used & workmanship shall satisfy the applicable standard specifications.

25.8 Where, it is mentioned in the specification that the CONTRACTOR shall perform certain work for completing the job in totality, it is understood that the contractor shall do so at his own cost and contract price shall be deemed to have included cost of such performances and provisions, so mentioned.

25.9 CONTRACTOR shall be totally responsible for the calibration & functionality of test equipment to be used at site. All the tools, tackles & Test instruments shall be duly certified by the authorized agency.

25.10 Contractor to provide safety appliances like: dust masks, safety belt, safety shoes, helmet, hand gloves, safety goggles, rain gears etc to their personnel working.

25.11 During any construction work in public places, all precautionary caution boards, barricading sheets as per standard laws & rules to be used by the Contractor.

25.12 During the course of execution of the work, if any discrepancy or inconsistency, error or omission in any of the provisions of the contract is discovered which needs to be clarified, the matter shall be referred to the owner who shall give his decision in the matter and his decision shall be final and conclusive.

25.13 Engineer-in-charge (EIC) will be communicated at the time of award of contract.

25.14 Contractor shall submit along with the offer the organogram up to maintenance-point-wise (with detailed task sheet for each position) listing the number of personnel who will be available permanently for the maintenance works of BCPL. This should include details of technical qualification & minimum experience. Contractor is also required to furnish his detailed philosophy how the total preventive and break down actions will be taken up by him for maintaining the down time mentioned in the tender. If required any corrections suggested by BCPL before award in the scheme to be incorporated by the contractor to achieve the end objective of OFC maintenance.

25.15 The work is subjected to inspection at all times by the EIC. The CONTRACTOR shall carry out all instructions given by him or his representatives during inspection.



25.16 Any work not confirming to the execution plans, standard specification codes or engineering practices shall be rejected forthwith and the CONTRACTOR shall carry out the rectification at his own cost.

25.17 At the end of every month contractor is required to submit the OTDR reports and power meter readings hop-wise and it is expected that all the restoration of fibers are carried out and the losses are in the limits. All results of inspection and tests will be recorded in the inspection reports, Performa of which will be approved by the EIC.

25.18 Just by Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this contract.

25.19 With the offer, CONTRACTOR shall provide the complete details of planning for items/materials, test/measuring instruments, tools/tackles & manpower to be deployed for the jurisdiction as mentioned elsewhere in the document.

25.20 CONTRACTOR shall observe in addition to codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to work and shall be responsible for extra costs arising from violations of the same, which shall be borne by the Contractor.

25.21 By entering into the maintenance contract with BCPL, the contractor shall agree to maintain the secrecy of all documents/information/drawings etc. provided by BCPL during the period of contract and shall handover all the documents back immediately after the termination of the contract.

25.22 In case if EIC feels that the contractor is not able to execute the work to the satisfaction of BCPL, EIC shall at his own discretion can engage other agencies to ensure the smooth execution of the job at the risk & cost of the Contractor.

25.23 In case of any OFC fault condition, if the work front is not available to the contractor due to the non-conductive/adverse ground / site conditions (which is also checked & agreeable to the BCPL) and the Contractor has mobilized the Maintenance team including all required resources at site, the link downtime till the availability of the work front shall not be attributed to the Contractor. The decision of the EIC in this situation is final before consultation with NMS, Lepetkata.

25.24 Various procedures and method statements to be adopted by CONTRACTOR during any construction or restoration job as required under the contract shall be submitted to owner in due course of time for approval. No such construction activity shall commence unless approved by owner in writing.

25.25 CONTRACTOR shall depute an experienced / competent representative(s) at site during the execution of any job. Any instructions given to such representative(s) shall be constructed as having been given to the CONTRACTOR.

25.26 The order in which the work shall be carried out shall be subjected to the approval of EIC and shall be so as to suit the detailed method of job execution adopted by the CONTRACTOR, as well as the agreed joint program.

25.27 The CONTRACTOR shall establish document and maintain an effective Quality Assurance System to ensure that the work is performed in a planned, systematic manner to the best quality standards and properly documented to provide confidence that materials supplied and/or work executed by him confirm to the applicable specifications and all the



requirements of the contract document, and the work executed shall perform satisfactorily for the entire period of its life.

25.28 The owner shall claim all the costs, damages or expenses that the owner may have paid, for which under the contract the CONTRACTOR is liable. All such claims shall be billed by the owner to the CONTRACTOR, as and when they fall due. Such bills shall be supported by appropriate & certified vouchers or explanations, to enable the CONTRACTOR to properly identify such claims.

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

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

25.31 The accessing of BCPL's facilities shall be allowed to authorized person from CONTRACTOR'S side with the prior intimation to BCPL's Engineer-in-Charge (EIC) Further; the authorized person has to enter the timing of accessing BCPL's facility in the log-book at the facilities with the security posted at the location. At BCPL's pipeline locations, having gas installation in operation, smoking & any types of hot-jobs involving welding; spark, ignition, etc are strictly prohibited. Access shall be governed by the safety and security stipulation as applicable for Hydro-Carbon installation and followed in such installation.

25.32 Within the BCPL's premises, the representative of the CONTRACTOR shall take care for not tampering with the BCPL's installed equipment for pipeline, power supply, SCADA & Telecom etc. purpose. Suitable arrangements for power shall be made available by the CONTRACTOR for operating machines, instruments and tools, as required for carrying out the job.

25.33 All faults shall be intimated to the CONTRACTOR'S supervisor / authorized person by either BCPL's network management center or the Engineer-In-charge as indicated through telephonic communication, e-mail and through fax. For this the CONTRACTOR shall provide BCPL with the contact numbers (both land line and Mobile) & e-mail address if any immediately after award of contract.

25.34 The locations of repeater/cable route are indicated on the alignment sheet to be supplied by BCPL after award of contract to a successful bidder, however bidder is advised to visit the sites and ascertain the conditions/route under which the work shall be actually performed.

25.35 It is advisable that Bidders must visit site to familiarize themselves with all constraints, restrictions, access requirements and available infrastructure. CONTRACTOR shall not be eligible for any adjustment in cost and time, on account of any lack of data regarding above. Contractor shall visit the OFC route and satisfy himself before quoting the rates.

25.36 The As-built drawings of OFC route & OFC OTDR test reports shall be given to the



CONTRACTOR after the award of job. Also contractor shall carry out the OTDR testing of all sections and the information collected therein shall be considered as the reference only for carrying out the rectification during contract period. Any changes found in the As-built with respect to the site condition shall not become a reason for the delay in execution of the job & any extra claim by the CONTRACTOR.

25.37 While executing the job at site by the CONTRACTOR, penalty claimed against any damage caused to the infrastructure of BCPL & other parties shall be borne by the Contractor.

25.38 Bidders are advised to submit their quotations strictly based on the terms, conditions, and specifications in the tender document and not to stipulate any deviations.

25.39 In the event of simultaneous OFC cut where severity of both the OFC fault is critical than CONTRACTOR has to mobilize additional fiber restoration team as per direction of Engineer-In- Charge. However, no separate payment will be made in such circumstances.

25.40 In the event of delay in actual starting of Annual Maintenance Job, CONTRACTOR may have to carry out additional OFC repairing job in BCPL as per direction of Engineer-In-Charge. However, payment for such repairing job will be made separately as per SOR (Activity line no 10-40) on actual worked done basis.

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

25.42 MAINTENANCE PHILOSOPHY

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

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

26 PERIOD OF CONTRACT:

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

27 CONTRACTOR DEFAULT:

The CONTRACTOR becomes defaulter on the following conditions:

1.1 If the party fails to repair single fault/cut and make the OFC link available within 24 hours.



1.2 Improper maintenance resulting in down time / consumables / loss of parts.

1.3 Loss or damage to owner's property due to the acts of Contractor.

1.4 In the event BCPL receive notice from any statutory authorities or from external agencies on account of loss/damage to their property due to the acts of Contractor.

28 PROVISION FOR ADDITION/DELETION FOR MAINTENANCE OF OFC LINK:

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

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

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

29 RECORD OF FAULT/REPAIR TIME:

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

30 TERMS OF PAYMENT:

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

The CONTRACTOR shall be paid monthly service charges as per SOR (Activity line no 50-80). Payment towards Vehicle, Special Precision Equipment's and Maintenance base shall be released at per actual running or availability. The consumables & for OFC restoration work other than scope of maintenance, shall be paid quarterly as per SOR (Activity line no 10-40) for respective sections subject to submission of permanent restoration certificate of fault occurred during period, jointly signed by BCPL's & contractor's representatives.



31 Commercial Terms:

a) Insurance:

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

b) Income Tax:

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

c) Escalation:

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

32 LABOUR LICENSE:

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

Annexure-A

LEPETKATA – OFC JURISDICTION:

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

Total Cost of Long Pipeline route and through already existed:			
From	To	Section	Distance in KM
LEPETKATA	DULIAJAN	CCR, LEPETKATA to SV# 1 LDPL	18
		SV# 1 LDPL to SV# 2 LDPL	15
		SV# 2 LDPL to GDU Duliajan	18
		GDU, Duliajan to Oil Terminal Duliajan	3
LEPETKATA	RAILWAY SIDING	CCR, LEPETKATA to Naptha Terminal	12
LEPETKATA	LAKWA	CCR, LEPETKATA to SV# 1	8
		SV# 1 to SV# 2	7
		SV# 2 to SV# 3	12
		SV# 3 to SV# 4	14
		SV# 4 to C2+ Recovery Plant Lakwa	10
Total			117



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

Sl. No.	Name of Hop/Section	Hop Length (Km)
1	OFC routes for LAN network in Lepetkata as per drawing enclosed in Annexure-	45
2	OFC routes for LAN network in Duliajan as per drawing enclosed in Annexure-	5
3	OFC routes for CCTV network as per drawing enclosed in Annexure-	10
4	OFC routes for PA system as per route diagram enclosed in Annexure-	2
5	OFC routes for Instrumentation application as per diagram enclosed in Annexure-	79
6	Ariel Fiber route from CISF plant to BCPL Township	6
	TOTAL OFC	147

Annexure-B

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

I. Patrolling service: Through foot patrolling with sufficient resources.

II. For optional service, CONTARCTOR has to engage minimum service personal and equipment's for smooth execution of the job..

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

Patrolling resources should have equipped with GPS enabled Communication facility for daily patrolling of Lepetkata-Duliajan & Lepetkata-Railway siding (i.e. Naptha Pipeline) & Lepetkata-Lakwa Pipeline route distance. Additional resources shall be placed at all the places, to coordinate the ongoing works of other agencies, to prevent damage/cut to OFC. A report on weekly basis about such works, & action taken thereof shall be generated & sent to Engineer-in-charge. Supervisory services also to be provided for real time coordination, monitoring and submission of reports towards patrolling activities.

II. Tools & Equipment's:

1. Mini Generator for lighting arrangement at site : 1 No
2. Splicing Machine (Fusion type) : 1 No
3. OTDR Meter : 1 No

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



4. Laser Power meter : 1 No
5. Laser Source : 1 No
6. Mobile Handset with GSM connection : 2 Nos.
7. Tools & Tackles, Torch Light, Emergency Light, spade, Knife, umbrella tent etc : 1 set
8. Digital Camera (Min 5 MP) : 1 No

III. Spare & Consumable:

Contractor should always maintain minimum stock of the following consumable materials with the maintenance team:

1. Joint Closures : 8 Nos.
2. RCC Jointing pit : 4 Nos.
3. OFC Joint /route marker: :10 Nos
4. Sleeves, Weather proofing tap, cable tie. Tissue paper: as per the requirement.

Contractor should ensure following:

A. Resources should be available on round the clock as listed above. However contractor can add more resources for speedy maintenance & minimizing downtime without extra cost implications to BCPL.

B. All the equipment's to be used like OTDR, Machine, and Power source & power meter shall be calibrated regularly as per the OEM requirement & procedures & test certificates shall be submitted to BCPL.

C. Sufficient labours should be provided as and when required round the clock during repair of major fault/faults.



SCOPE OF WORK

PART -A

1. INTRODUCTION:

Brahmaputra Cracker & Polymer Limited is a joint venture of M/s GAIL India Limited, NRL, OIL & Govt. of Assam. Alongside the various production units like LLDPE/HDPE, PPU, ECU, GSU, BCPL having its own OFC network of about 260 Km both along the Gas Pipeline & plant premises. Telecom division of BCPL is responsible for providing bandwidth for captive SCADA, IT, Intercom, Video Conferencing, CCTV applications over BCPL's own telecom network.

BCPL is a Public sector undertaking under Govt. of India, a state of art petrochemical complex located in Lepetkata, Dibrugarh, Assam. It has a pipeline infrastructure of over 120 Km length, along which an integrated dedicated telecom network is in operation. Presently, BCPL has approximately 258 Km OFC networks, both in pipeline route as well as non pipeline route, which is in operation for fulfilling captive requirements. 24 fiber OFC Cable has been laid through directly buried along BCPL's cross-country Gas Pipeline at a depth of 2 mtrs, whereas 8 core fiber (both single mode and multimode) has been laid through HDPE conduit along buried trenches/concrete trenches/instrument ducts inside BCPL plant for IT, Telecom & Instrumentation application. Different OFC based systems have been established and functional on these fibers network.

To avail prompt maintenance service of BCPL OFC Network, BCPL intends to engage an agency for maintaining Optical Fiber Cable (OFC) in its entire premises on rate contract basis.

2. JURISDICTION:

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

3. WORK DESCRIPTION:

BCPL intends to award a rate contract to reputed CONTRACTOR who is financially and technically strong to undertake various activities required to maintain & ensure OFC connectivity in the physical layer for different hops/stations along the BCPL cross country pipeline routes and its various plant premises.

The CONTRACTOR shall be responsible for maintenance of the said OFC network in the physical layer to ensure the OFC Network availability of highest order, considering there is no failure in the equipment level of the network. This shall strictly in accordance to the scope defined in the tender documents and as per schedule to undertake all required preventive measures of the OFC route, rectification of faults and restoration jobs, ROU foot patrolling required as defined in the SOR items as and when required basis for achieving the OFC link availability of highest order.

4. DETAILED SCOPE OF WORK:

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



4.1 The CONTRACTOR shall undertake periodic preventive maintenance of job, foot patrolling activities along BCPL cross country pipelines, fault restoration of OFC on intimation by EIC's for maintaining the end-to-end continuity of OFC cable, which shall include but not limited to the following:

4.1.1 Fault restoration of Optical Fiber Cable:

- Identification, preparation & restoration of fault in BCPL OFC network as per jurisdiction mentioned in Annexure-A.
- CONTRACTOR has to restore the OFC fault within the stipulated time on intimation from EIC or the representative of Engineer- in-Charge.
- CONTRACTOR has to provide facilities for transporting the equipment, providing skilled / Semi-skilled/un-skilled /expert services at fault locations, tools / tackles, Test / Measuring equipment and Consumables like patch chord, Ethyle alcohol, Jointing Pit, duct couplers etc. However OFC, Duct & Joint Closure will be supplied by BCPL separately if required for restoration.
- Under OFC link cut condition, the following minimum activities shall have to be taken up by the CONTRACTOR for restoration of OFC cut / fault for end-to-end restoration of network traffic / service:
 - For identification of exact cut / fault location on immediate basis, the OTDR measurement of spare fiber shall be made from the nearest fiber node / SV Station. For better clarity, the OTDR measurement on spare fiber shall be taken at SV Stations / nearest OFC joint situated at both ends of cut and using dummy fiber spool of 1 km, in case required.
 - Identification, preparation & restoration of fault in BCPL OFC network within **48 hours** on intimation from EIC or the representative of EIC.
 - After the OTDR measurement, the OFC-As-built drawing shall be referred and the physical site of fault on ground shall be located. It may be possible that data in as built document may not be correct for the accuracy purpose. As built drawing shall be taken as reference only & no claim of contractor will be entertained on account of non-correctness of As built drawings.
 - Accordingly, the job of excavation, identification of OFC cable, pulling of cable from both ends, preparation and splicing of OFC, restoration of traffic, back filling of trench & installation of jointing chamber shall be taken up as per standard procedure. In case of restoration of OFC fault within MTTR, if site condition demands excavation by JCB, then contractor is advised to hire JCB for excavation of trench for physically locating the OFC cut / fault inside the ground. However, no extra payment shall be payable to the contractor towards hiring of JCB.
 - Splicing of fibers is to be carried out in line with the installed fiber i.e. G.652/G.655, SM and measurements to be taken on spare fibers. In case active fibers are to be used, precautions are to be taken with regard to the power launched on to the fiber. Restoration of site shall be done to the entire satisfaction of the Engineer- in-Charge.
 - After the completion of site activities, the CONTRACTOR shall ensure the restoration of the traffic in the BCPL OFC Network & confirm from Engineer- in-Charge. Thereafter fresh OTDR measurement shall be taken to check, whether the spliced fibers are not broken at fault / splicing location and the splice losses are within the permissible limits.



- In case, some of the fibers are found in broken conditions at the joint locations (as per the OTDR reports) same are to be rectified & reports to be submitted before submission of Invoice.
- In case of OFC fault beyond the jurisdiction of Maintenance rate contract, CONTRACTOR has to repair such OFC faults as per direction of Engineer-In-Charge on extra chargeable basis as per rate quoted in SOR.
- The OFC As-built drawing shall be updated by incorporating the new details like: OFC loop used joint-pit location, etc. Position of OFC should be shown from the center and edge of the road in OFC as built drawings and the length of loop in joint pit after fault restoration shall be incorporated in as built drawing.
- Photograph of fault location before restoration & after restoration of each fault to be taken & submitted with the Invoice.
- Duly signed Fault Rectification Report shall be generated and submitted with the Invoice by the contractor for each fault, which shall have all the information like OTDR distance of fault locations from nearest node, physical fault location. Maintenance unit to have necessarily the Digital Camera of minimum 5 MP. Non-submission of photograph will lead to penalty of Rs. 1000/- for each OFC cut/fault.
- RCC joint chambers to be installed within 2 weeks' time from date of rectification of OFC cut / fault in city areas & within 3 weeks' time in non-city areas. At locations, where it is not possible to install / construct the joint chambers at a later stage, same shall be constructed / installed within 2 days from date of rectification of the fault to avoid problem in future.
- In case site condition is not favorable for immediate restoration of fault, temporary restoration of the service fibers shall be taken up immediately with the approval of EIC / SIC. Depending upon BCPL's captive / customer's traffic on the said link & availability of redundant links, permanent restoration of OFC jointing work may not be considered in breakdown time if the restoration works carried out with the approval from EIC. The decision of EIC shall be final in this regard. In case site is not conducive for permanent restoration some arrangement of supervision / monitoring / protection services has to be done by contractor for safeguarding exposed OFC till permanent restoration. No extra payment shall be given to contractor on account of deployment of supervision / monitoring / safe-guarding and other skilled / un-skilled services. In case of further cuts at exposed OFC location, no payment will be made to the contractor for those additional cuts for splicing works and permanent restoration shall be carried out by contractor at his own cost. Contractor will be accountable for this additional downtime of OFC link.
- In case of more than one simultaneous OFC faults, (One set of maintenance resource / infrastructure is busy in restoration of one OFC fault in a section, & in between other fault also occurred, at some other place) in the section, the contractor has to make an alternate arrangement within four (48) hours at the site, after the second OFC fault occurred. In such cases, the mobilization time maximum up to 48 hours duration for the second OFC fault shall not be considered as down time. However, if contractor fails to confirm & mobilize his maintenance resources with all arrangement & provisioning within four hours, penalty shall be imposed as per the tender condition.
- Collection & transportation of consumable materials "deliverable by BCPL" from BCPL's designated stores. The detail address of BCPL stores shall be provided to the successful Bidder at the time of award of Contract. The contractor has to draw the material from designated BCPL's store.



- In addition to Annexure-B, any other consumables needed for OFC joint but not limited to viz. m-seal, cable tie, adhesive tape, fiber jacket, sleeve for splicing, permanent marker, tissue paper for jelly cleaning, heater with kerosene for sealing Joint Closure, Optical patch-cords, Pigtailed, Adapter, Attenuator, IP Solution / Reel Cleaner, cleaner of fiber cleaver / head of splicing M/c, batteries for power meter, batteries for laser source, etc will be used & supplied by Contractor without any extra cost.

4.1.2 Preventive maintenance of BCPL OFC Node:

- Monthly maintenance of FTB (Fiber Termination Box) i.e. cleaning of fiber adaptors with ethyl alcohol, in each SV station/node/POP locations is to be carried out strictly as per schedule.
- CONTRACTOR has to carry out the preventive maintenance of total 7 Nos of SV stations along the BCPL Gas pipeline, approx.. 40 nos of OFC node in Lepetkata plant along with the process unit located at Duliajan, Lakwa, Railway siding and Township locations.
- Monthly schedule maintenance plan shall be published by Engineer-In-charge and accordingly contractor has to carry out the preventive maintenance activities.
- CONTRACTOR personal has to report BCPL control room and Engineer-In-Charge before and after entering into the BCPL premises during maintenance visit.
- CONTRACTOR has to abide by the BCPL safety policy during execution of the contract.
- CONTRACTOR has to submit the monthly maintenance report within a week in following months and based on that monthly invoice shall be processed.
- CONTRACTOR has to do the visual inspection of all transmission equipment's. In case of any abnormality noticed in any of the equipment's, CONTRACTOR/Representative of CONTRACTOR has to report the same immediately to Engineer-In-Charge.
- CONTRACTOR need to ensure the cleanliness of the entire BCPL OFC node during every maintenance visit.
- BCPL shall provide the format of monthly/quarterly maintenance report which required to be filled up by the CONTRACTOR after maintenance and submit on regular basis.
- For entering into the BCPL locations & OFC routes, the Entry pass shall be issued to the representatives of the CONTRACTOR by BCPL. Contractor is required to issue their company I.D. cards to all the persons involved in the maintenance. BCPL will issue work permit for OFC restoration works inside BCPL Plants.
- HOP testing of all the links / sections through optical Laser source & power meter is to taken on quarterly basis. Non-submission of the HOP testing reports will lead to the penalty of Rs. 5000/- from the monthly bill.
- CONTRACTOR has to use their own resources i.e. Vehicle, Manpower, Measuring equipment's, tools & tackles for carrying out the regular preventive maintenance activities.
- CONTRACTOR has to visit and inspect the vulnerable locations of BCPL OFC route on regular basis and same is to be informed to the EIC to prevent from any eventualities.
- In the event of special circumstances, BCPL reserves right to non-execution of any of schedule maintenance activities as per its discretion. In such case CONTRACTOR shall not have any right to claim for maintenance charge.



4.1.3 Laying of OFC through HDPE conduit:

- In case of new OFC Laying Jobs for last mile connectivity & OFC re-routing work, following is to be noted:
- BCPL will obtain the necessary permissions from the various govt. agencies such as NHAI, Forest, PWD & Railway etc. during construction phase of OFC laying. In certain route, permissions from the agencies may not exist. The last mile connectivity or OFC re-routing work shall be done by laying new OFC route within city and outside the city along National highways/state highways etc. & it will be paid as per SOR for respective sections. Contractors have to arrange all statutory permissions and follow up from various / concerned government & autonomous authorities. The time period for execution of such works will be decided by EIC. All statutory payments towards ROU permission & restoration shall be borne by BCPL as per actual demand note issued by authorities.
- For new OFC laying works / Re-laying of OFC through underground HDD / trenching, separate job order shall be issued by EIC stating clearly the estimated quantity of works to be executed within given time duration. Contractor shall have to complete the works to be executed within given time duration. Contractor to complete the works as per the given job order. In case contractor fails to complete the works within given time frame, he is liable to execute the same work @ 80% of the cost of the particular job order value within next one month time after schedule completion time. If contractor fails to execute the works even after this, the works shall be carried out by BCPL at risk and cost of the contractor.
- Dedicated resources including tools, tackles, consumables, expert services (skilled / unskilled / high-skilled) shall be deployed by contractor for re-routing and OFC laying work for last mile connectivity. No resources including tools, tackles, consumables, expertise reserved or allocated for routine maintenance / network up-keeping should be used for these works.
- All statutory payments towards ROU permission and restoration for OFC re-laying & last mile connectivity work will be borne by BCPL. However the coordination for permission with concerned authorities shall be taken up by contractor without any extra charge / payment to BCPL.
- Material like Joint Closure, HDPE Duct, Optical fiber Cable, shall be provided by BCPL free of Charge. Un-used material shall be returned to BCPL's store by contractor at the end of contract.
- Quantities of various items mentioned in the SOR are indicative & subject to variations and the contractor will carry out the extra quantities without any reservation. The payment will be made on the basis of actual work executed as per the quoted rate.
- The OFC Re-routing work & last mile connectivity work may be required to be carried out in various segments in any OFC section as per BCPL requirement and may not be in continuous stretch.

4.1.4 Supply & Installation:

- CONTRACTOR has to supply the following items at site as per the actual site requirement during schedule maintenance activities and the new fiber laying job as per the SOR.
- The supplied items should be strictly in line with the technical specification mentioned hereunder.



- **PCC Joint Chamber:**
 - The cable-jointing pit shall be circular with following specifications:
 - Internal Diameter: 1000 MM
 - Wall Thickness: 50 MM
 - Top cover slab (height): 50 MM
 - Total height of jointing pit: 1000 MM
 - The Jointing pit shall be made of reinforced concrete with lifting lugs cast into the lids during construction itself. The pit shall be provided with suitable arrangement for the entry of one number of HDPE conduits (40mm Outer diameter) from both sides so that HDPE conduit should enter the pit at a height of 150 mm above the bottom level of the pit. The jointing pit/chamber should be installed in such a way that bottom of the jointing pit should be at least 1.65 Mtr below the ground level.
- **Joint Closure;**
 - Jointing closures shall be suitable for BCPL's already installed armored OFC (8/24 fibers) of all construction designs (slotted core, stranded tube, central tube).
 - Jointing closures shall have 4 entry ports to allow entry/exit of four optical fiber cables. The same shall have provision of locking/sealing of the ports, if not in use.
 - The fibers and their storage shall be managed with proper bending radius controls and protection. The fiber organizer trays shall have provision of maximum 12 fibers per tray. The trays should be hinged in such a manner that if moved about the hinge, the fibers are not strained, kinked or stressed. Also, it should be possible to work on the fibers on one tray without disturbing the fibers on the other trays.
 - The jointing closure shall enable the metal parts of the cable and the internal metal parts of the closure to be maintained at earth potential.
 - The sealing of the entry ports, shall provide adequate sealing and shall be capable of withstanding an axial pull applied using 50kg freely suspended weight of the cable, without using any additional clamps, etc.
 - Jointing closures should be Dust tight (No dust ingress) and Protected against immersion in water (suitable for continuous immersion in saline water under 4 meter water-head) and should be complete with all accessories including splice cassettes, splice protection reinforced sleeves and all other accessories including accessories for electrical continuity of metallic layers of optical fiber cable, etc along-with instruction sheets.
 - The jointing closures shall be from one of the following recommended sub-vendors:
 - 1) Raychem/RPG, 2) Birla-3M, 3) Siemens, 4) RFS. 5) TYCO
- **LIU (Light Interface Unit):**
 - Aluminum base material for light mounting.
 - Adapter panels for maximum 24 SC, 24 FC terminations.
 - Snap in Lock Design for easy change.
 - Removable front and rear covers for easy access.
 - Rubber fitted slotted brackets built-in, metal splice shelve to protect the fibers. Provisions to couple armored cable from rear panel.
 - 24 SC Connectors, 24 Pigtails to be fully loaded.



- **Pig Tail;**
- Pig Tails should be min length of 50 Cm
- Pig Tails should be Single mode (SM).
- Pig Tail should be flexible and properly insulated.
- Pigtail should be of varied type like LC, SC, FC as per site requirement.
- OFC Joint closure, HDPE duct and OFC cable shall be issued by BCPL from the designated as per the site requirement.
- BCPL supplied item shall be transported by the CONTRACTOR to the site location by their own arrangement.
- CONTRACTOR has to store the BCPL issued items at his risk and cost, In case of delay in installation of fiber equipment's at site due to unfavorable circumstances.
- Installation of various items during OFC maintenance is solely discretion of Engineer-In-Charge.

4.1.5 Foot Patrolling Service:

- Regular surveillance of BCPL OFC routes along the pipeline ROU of cross country Gas pipelines to have proactive check to prevent pipeline & OFC link disruptions.
- The prime objective of the foot patrolling is to safeguard the BCPL Pipeline and OFC cable from the external wear and tear and prevent from sabotage by any miscreants.
- CONTRACTOR has to ensure the all the patrolling staff is aware of local geographical condition and converse with local language so as to coordinate with the villagers and local inhabitants.
- CONTRACTOR has to carry out foot patrolling continuous basis primarily along the BCPL pipeline section Lepetkata-Duliajan, Lepetkata-Lakwa, Lepetkata-Railway siding.
- In case of any encroachment, excavation, boring activities noticed by any patrolling staff, he needs to immediately stop the activities and report to EIC or concern BCPL authority.
- CONTRACTOR has to deploy sufficient resources for foot patrolling activities so as to continuous surveillance of entire length of BCPL hydrocarbon pipeline sections without any breaks.
- In case of requirement CONTRACTOR has to deploy a supervisor for proper coordination between patrolling staff and BCPL authority for smooth communication and submission of timely reports. However, no extra payment shall be made for deployment of supervisory staff.
- CONTRACTOR has to ensure that all patrolling staff carry the GPS enabled mobile phone so as to real time tracking of the person whenever required.
- In case of major construction work of other agencies like NHAI, PWD Municipality, Forest, Railway, OIL company etc., contractor is required to deploy patrolling resources, monitoring, arrangement of skilled / un-skilled services whenever needed at the construction site till the period as decided by Engineer-In-Charge on need basis.
- Attending to / safe-guarding against any signs of damage or potential damage of BCPL's OFC network.
- Regular surveillance of BCPL OFC routes along the pipeline ROU of cross country Gas pipelines to have proactive check to prevent OFC link disruptions.
- Collecting information & accordingly, coordinate with other agencies before the execution of work, who shall carry out any OFC laying / maintenance job in the vicinity of BCPL's pipeline/OFC route, to safe-guard against the damages to BCPL's



Pipeline/OFC cable. The contractor shall effectively co-ordinate with other agencies working along the BCPL's OFC route to prevent damage to OFC link and the contractor shall be held accountable for any cut of the link by other agencies.

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

5.0 PENALTY:

5.1 Fault restoration of Optical Fiber Cable:

- i) There shall be no penalty if the OFC fault is restored within 48 hours from the time of intimation.
- ii) Thereafter 10% penalty on the unit rate shall be imposed per day delay in restoration of OFC fault.
- iii) In addition to above 2% penalty on unit rate shall be imposed in case of non-submission fault restoration report.

5.2 Preventive maintenance of BCPL OFC Node:

- iv) There shall be no penalty if the preventive maintenance schedule is being done as per the schedule given by EIC.
- v) In case of failure in schedule preventive maintenance activity for a particular node in a month 10% penalty shall be imposed in addition to the non-payment of unit rate for any particular node.
- vi) In case of non-submission of maintenance report 2% penalty on total quote on Preventive maintenance part shall be imposed from the monthly bill.

5.3 Foot patrolling Service:

- vii) 10% penalty on the unit rate (section wise) shall be imposed in case of non-performing the patrolling activities in addition to the non-payment of unit rate for that particular section.
- viii) 2% penalty shall be imposed on total quote of patrolling service against non-submission of weekly patrolling report.

Jurisdiction:

Maintenance Team at Lepetkata, Dibrugarh.

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

Sl. No.	Name of Hop/Section	Hop Length (Km)
1	OFC routes for LAN network in Lepetkata as per drawing enclosed in Annexure-	45
2	OFC routes for LAN network in Duliajan as per drawing enclosed in Annexure-	5
3	OFC routes for CCTV network as per drawing enclosed in Annexure-	10



4	OFC routes for PA system as per route diagram enclosed in Annexure-	2
5	OFC routes for Instrumentation application as per diagram enclosed in Annexure-	79
TOTAL OFC		141 km

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

Sl. No	Name of Hop/Section	Hop Length (Km)
1	CCR, Lepetkata to SV-1 (LDPL)	18
2	SV-1 to SV-2 (LDPL)	15
3	SV-2 to GDU, Duliajan	18
4	GDU, Duliajan to OIL Terminal	3
5	CCR, Lepetkata to Naptha Terminal at Railway Siding.	12
6	Lepetkata to C2+ recovery plant Lakwa	51
Total OFC		117 km



भाग – VI

SECTION-VI

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS



SECTION-VI

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 noncompliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work stoppage, its extent & monetary penalty shall rest with BCPL.

2.6 All fatal accidents and other personnel accidents shall be investigated for root cause by BCPL and Contractor shall extend all necessary help and cooperation in this regard. Recommend corrective and preventive actions of findings will be communicated to Contractor for taking suitable actions should be taken by the Contractors to avoid recurrence of such incidences.

2.7 Contractor shall ensure that all their staffs and workers, including their sub-Contractor(s), shall wear 'Personal Protective Equipments [PPEs]' such as safety helmets, safety shoes, safety belts, protective goggles, gloves, etc., as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.



- 2.8 Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.
- 2.7 All equipments should be tested and certified for its capacity before use.
- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 Contractor should display at site office and work locations caution boards, provide posters, banners for safe working to promote safety consciousness, etc.
- 2.12 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'

IS: 2925 – 1984 Industrial Safety Helmets

IS: 47701 – 1968 Rubber Gloves for Electrical Purpose

IS: 6994 - 1973 [PartI] Industrial Safety Gloves [Leather & Cotton Gloves]

IS: 1989 - 1986 [PartII] Leather Safety Boots & Shoes

IS: 5557 - 1969 Industrial & Safety Rubber Knee Boots

IS: 6519 – 1971 Code of Practice for Selections, Care & Repair of Safety Footwear

IS: 11226 – 1985 Leather Safety Footwear Having Direct Molding Sole

IS: 5983 - 1978 Eye Protectors IS: 9167 - 1979 Ear Protectors

IS: 3521 - 1983 Industrial Safety Belts & Harnesses



e-TENDER NO: BCPL/C&P/CO19W149MB/90001234 FOR “ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL”.

भाग – VII SECTION-VII

UN-PRICED SCHEDULE OF RATES

[SOR]

**(PRICED SOR TO BE SUBMITTED IN FINANCE
FOLDER)**

- BIDDER MAY REFER INSTRUCTIONS FOR PARTICIPATION IN e-TENDER – Page no. 59 to 67 under section III of ITB**

e-Tender Helpdesk

BCPL :- Phone : 6900182953

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Mobile : 8826246593

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e-TENDER No.: BCPL/C&P/CO19W149MB/90001234

SCHEDULE OF RATES [SOR] – UN-PRICED

SECTION – VII

NAME OF WORK: “ANNUAL RATE CONTRACT TOWARDS MAINTENANCE SERVICES OF BCPL OFC NETWORK AND FOOT PATROLLING OF PIPELINE ROU/OFC ROUTE OF BCPL”.

Sn	DESCRIPTION	UNIT	QTY	UNIT RATE (in Rs.)	
				IN FIGURES	IN WORDS
PART-I OFC MAINTENANCE SERVICE					
A. FAULT RESTORATION OF OPTICAL FIBER CABLE AS PER SCC & SOW					
A. 1 (i)	Attending of OFC fault in Lepetkata Plant including Naptha pipeline	NOS	10	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]	
A. 1 (ii)	Restoration of OFC fault in Lepetkata Plant including Naptha pipeline	NOS	10	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]	
A. 2 (i)	Attending of OFC fault along Lepetkata Duliajan Pipeline including GDU Duliajan	NOS	5	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]	
A. 2 (ii)	Restoration of OFC fault along Lepetkata Duliajan Pipeline including GDU Duliajan	NOS	5	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]	
A. 3 (i)	Attending of OFC fault along Lepetkata Lakwa Pipeline including BCPL Lakwa Plant	NOS	5	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]	
A. 3 (ii)	Restoration of OFC fault along Lepetkata Lakwa Pipeline including BCPL Lakwa Plant	NOS	5	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]	
B. PREVENTIVE MAINTENANCE OF BCPL OFC NODE AS PER SOW & SCC					
B. 1	Preventive maintenance of OFC Nodes inside Lepetkata plant	NOS	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]	
B. 2	Preventive maintenance of OFC Node in GDU Duliajan	NOS	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]	
B. 3	Preventive maintenance of OFC Node in BCPL Lakwa plant	NOS	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]	



B. 4	Preventive maintenance of OFC Node SV#1 (LDPL)	NOS	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
B. 5	Preventive maintenance of OFC Node SV#2 (LDPL)	NOS	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
B. 6	Preventive maintenance of OFC Node SV#1 (LLPL)	NOS	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
B. 7	Preventive maintenance of OFC Node SV#2 (LLPL)	NOS	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
B. 8	Preventive maintenance of OFC Node SV#3 (LLPL)	NOS	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
B. 9	Preventive maintenance of OFC Node SV#4 (LLPL)	NOS	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
B. 10	Preventive maintenance of OFC Node Naptha unloading plant in Railway siding	NOS	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
C. LAYING OF OFC THROUGH HDPE CONDUIT AS PER SOW & SCC				
C. 1	Through manual excavation and backfilling	MTR	2000	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
C. 2	Through Horizontal directional drilling method	MTR	500	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
D. SUPPLY & INSTALLATION AS PER SOW & SCC				
D. 1	PCC jointing chamber as per specification	NOS	10	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
D. 2	Joint closure 24 fibre	NOS	10	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
D. 3	LIU 24 Fibre	NOS	5	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
D. 4	Pig tail as per specification	NOS	100	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]



PART-II PEDESTAL SURVEILLANCE SERVICE AS PER SCOPE OF WORK

E. 1 (i)	Foot patrolling service along Lepetkata Duliajan Pipeline	Month	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
E. 1 (ii)	Foot patrolling service along Lepetkata Lakwa Pipeline	Month	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]
E. 1 (iii)	Foot patrolling service along Lepetkata Railway siding Naptha Pipeline along including Lepetkata plant	Month	24	NOT TO QUOTE HERE [TO QUOTE IN FINANCE FOLDER OF E-PORTAL]

NAME OF BIDDER: _____