



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: नडब्रूगढ़, असम / DISTT.: DIBRUGARH, ASSAM

नपि कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

ई-निनिदा संख्या / e-TENDER NO:

**BCPL/C&P/C021W023MC/1690**

**Dated 17.05.2021**

ई-निनिदा दस्ताेज / e-TENDER DOCUMENT

**FOR**

**“ANNUAL RATE CONTRACT FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS”**

**LIMITED DOMESTIC TENDER THROUGH e-MODE**

|                                          |          |                                |
|------------------------------------------|----------|--------------------------------|
| <b>Tender Submission Date &amp; Time</b> | <b>:</b> | <b>31.05.2021 at 14:30 Hrs</b> |
| <b>Tender Opening Date &amp; Time</b>    | <b>:</b> | <b>01.06.2021 at 15:00 Hrs</b> |
| <b>EMD Amount</b>                        | <b>:</b> | <b>Not applicable</b>          |

## **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.

## 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: <a href="http://www.gailtenders.in">http://www.gailtenders.in</a> ; <a href="http://www.bcplonline.co.in">http://www.bcplonline.co.in</a> and Government portal <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> 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 <b>only through e-tender mode</b> in the <b>E-TENDER PORTAL</b> 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?                                                                                                                 | Not applicable                                                                                                                                                                                                                                                                                                                                                                                    |
| 4      | Is there any guideline / instructions how to prepare EMD and Security Deposit?                                                                                                          | Not applicable                                                                                                                                                                                                                                                                                                                                                                                    |
| 5      | Is there any EMD                                                                                                                                                                        | Not applicable                                                                                                                                                                                                                                                                                                                                                                                    |
| 6      | Whether PSU (Public Sector Undertaking) are exempted from submission of EMD                                                                                                             | Not applicable                                                                                                                                                                                                                                                                                                                                                                                    |
| 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 ? | Not applicable                                                                                                                                                                                                                                                                                                                                                                                    |
| 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                                                                                                             | BEC is included in tenders floated on Open Tender/Limited Tender basis.                                                                                                                                                                                                                                                                                                                           |

|    |                                                                                                                                         |                                                                                                                                                                                                                                                                                           |
|----|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | Eligibility Criteria) a part of tender and a pre-requisite of qualification of bidder in any tender?                                    |                                                                                                                                                                                                                                                                                           |
| 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.<br><br>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%.         |

| TABLE OF CONTENTS |                                                                                                               |
|-------------------|---------------------------------------------------------------------------------------------------------------|
| SECTION-I         | INVITATION FOR BIDS [IFB]                                                                                     |
| SECTION-II        | BID EVALUATION CRITERIA [BEC] & PRICE BID EVALUATION METHODOLOGY                                              |
| SECTION-III       | INSTRUCTIONS TO BIDDERS [ITB] AND FORMATS<br><u>(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))</u> |
| SECTION-IV        | GENERAL CONDITIONS OF CONTRACT [GCC]                                                                          |
| SECTION-V         | SPECIAL CONDITIONS OF CONTRACT [SCC] & SCOPE OF WORK [SOW]                                                    |
| SECTION-VI        | SCHEDULE OF RATES [SOR]                                                                                       |

**SECTION – I**  
**INVITATION FOR BID [IFB]**

To,

Dt. 17.05.2021

**PROSPECTIVE BIDDERS**

**SUB: “ANNUAL RATE CONTRACT FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS”**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

**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/SCHEDULE                  | : | Period of contract for this work will be 2 years from the date of issuance of LOA/LOI, whichever is earlier                                                                                                                                                                                                                                                                               |
| II   | Tender Fee                                | : | NOT APPLICABLE                                                                                                                                                                                                                                                                                                                                                                            |
| III  | EARNEST MONEY DEPOSIT (EMD)               | : | NOT APPLICABLE                                                                                                                                                                                                                                                                                                                                                                            |
| IV   | BID DUE DATE & TIME                       | : | <b>31.05.2021 at 14:30 Hrs</b>                                                                                                                                                                                                                                                                                                                                                            |
| V    | OPENING OF UNPRICED BID                   | : | <b>01.06.2021 at 15:00 Hrs</b>                                                                                                                                                                                                                                                                                                                                                            |
| VI   | VALIDITY OF OFFER UPTO                    | : | <b>90 days from the date of opening of unpriced bid.</b>                                                                                                                                                                                                                                                                                                                                  |
| VII  | VENUE FOR OPENING OF UNPRICED BIDS        | : | Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006, Phone no. 0373 2914636.                                                                                                                                                                                    |
| VIII | MODE OF TENDERING                         | : | <b>Limited Domestic Competitive e-Bidding (Under Two Bid System Basis)</b> with uploading in GAIL's/BCPL's Website: <a href="https://www.gailtenders.in;">https://www.gailtenders.in;</a> <a href="http://www.bcplonline.co.in;">http://www.bcplonline.co.in;</a> Govt. Website: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> (NIC-CPP Portal) |
| IX   | DATE AND TIME OF PRE-BID CONFERENCE VENUE | : | <b>Not applicable</b><br>Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin                                                                                                                                                                                                                                   |

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

1. As the instant tender is through Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet (BDS) on or before the due date & time. Bids received after the due date and time is liable to be rejected. – **NOT APPLICABLE**
2. Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
3. 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 <https://etenders.gov.in/eprocure/app>) ] and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.

Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive. Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.

BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of  
Brahmaputra Cracker and Polymer limited

[Mausoom Choudhury]  
SM [C&P]

## SECTION-II

### 1. BID EVALUATION CRITERIA [BEC]

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

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

**A.1.1** The bidders must have be a reputed agency for providing condition monitoring services of Rotary equipment and must have successfully executed similar service contract in reputed PSU/Oil Refineries/Fertilizers/ Petrochemical Plants/ Power plants in previous 07 (Seven) years prior to final due date of techno commercial bid opening of value not less than **Rs 12 lakhs**.

**A.1.2** If the bidder is executing a similar service contract which is still running and the contract VALUE executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed VALUE mentioned in the BEC above at sl. no. A.1.1, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant of the owner.

##### **A.1.3 Relaxed Norms for Startups (prior experience criteria):**

Not applicable in this tender considering the special nature of services as this activity falls under critical security operations.

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

Not applicable in this tender

1.3 **Documents/Documentary Evidence required to be uploaded (submitted) in e-tender portal** by bidder along with the other bid documents for qualifying the BEC mentioned at sl. no. A.1

| Sl | BEC Clause no. | Description                                                                                                                  | Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|----------------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <b>A.1</b>     | <b><u>Technical Experience Criteria – Document</u></b> [All documents to be submitted must be <b><u>self-certified</u></b> ] |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1. | A.1.1          | Experience against execution of order / contract                                                                             | <p>a) Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been executed and completed towards <b>similar work</b> along with the details of SOR items &amp; scope of work.</p> <p>b) Completion Certificate against the Work Order/ LOA/Agreement submitted as mentioned at point “a)” above. The <u>Completion Certificate</u> must contain the detailed information like LOA/Order No./Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The <u>Completion certificate</u> should be issued by the end-user/owner/ authorized consultant</p> |

| <b>Sl</b> | <b>BEC Clause no.</b> | <b>Description</b>                               | <b>Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criteria)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------|-----------------------|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.        | A.1.2                 | Experience against execution of running Contract | <p>a) Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running as mentioned at BEC clause no. A.1.1 along with the details of SOR items &amp; scope of work.</p> <p>b) Execution Certificate against the Copy of detailed Work Order/LOA/Agreement for executing the Contract as mentioned at point "a)" above clearly mentioning the executed VALUE till one day prior to due date of bid submission which must be equal to or more than the minimum prescribed value mentioned in the BEC at sl. no. A.1.1 above. The execution certificate must contain the detailed information like Order No. / Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Full Address of Client, officer issuing certificate etc. The Certificate should be issued by the end-user/owner/authorized consultant.</p> |

**Note to above Bid Evaluation Criteria):**

- (i) A job executed by a bidder for its own plant/projects shall not 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 bidder has executed a composite work in a single contract which includes qualifying work stated above at BEC sl. no. A.1.1, then the value of such qualifying work [out of total quantity of composite work] shall only be considered for the purpose of evaluation.
- (iii) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries (if any) during evaluation of Bids.
- (iv) Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL. The cut-off date for meeting the criteria of BEC of the tender shall be the due date for bid submission.
- (v) Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa:
  - (a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than 50% of the paid up share capital of the bidding company or vice versa.

- (b) *However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.*
- (c) *In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:*
- i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.*
  - ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to BCPL for fulfilling the obligation under the Agreement.*
  - iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.*

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

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

*Note:*

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

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

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

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

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

## **2.0      Methodology for Evaluation of Bids:**

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

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

2.1.2    *In case any cess on GST is applicable the same shall be considered during evaluation.*

2.2      *In case of a tie at the lowest bid (L1) position between two or more bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.*

2.3      *Submission of **EMD** is not applicable as per Amendment no.44 dated 01/12/2020 of corporate C&P, GAIL.*

2.4      **CPBG:** *The contract performance security shall be 3% of Total Order / Contract Value (exclusive of GST) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the defect liability period/warranty period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document.*

2.5      **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) + 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(non MSE) sequentially in the order of L2, L3, L4 & so on.*

## **INSTRUCTION TO BIDDERS**

### **INDEX**

#### **[A] GENERAL:**

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

#### **[B] BIDDING DOCUMENTS:**

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

#### **[C] PREPARATION OF BIDS:**

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

#### **[D] SUBMISSION OF BIDS:**

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

#### **[E] BID OPENING AND EVALUATION:**

26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF BIDS  
[PRICE BID EVALUATION METHODOLOGY]
33. COMPENSATION FOR EXTENDED STAY
34. PURCHASE PREFERENCE

**[F] AWARD OF CONTRACT:**

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

**[G] ANNEXURES:**

2. ANNEXURE-I: PROCEDURE FOR ACTION IN CASE  
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
3. ANNEXURE-II: VENDOR PERFORMANCE EVALUATION  
PROCEDURE
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:** Experience of bidder acquired as a subcontractor is acceptable against submission of certificate from end user by such bidder along with other specified documents.
3. **BIDS FROM "JOINT VENTURE"/"CONSORTIUM"**- [FOR APPLICABILITY OF THIS CLAUSE REFER BIDDING DATA SHEET (BDS)]
4. **ONE BID PER BIDDER**
  - 4.1. A Firm/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.
  - 4.2. More than one bid means bid(s) by bidder (s) having same Proprietor/Partners/Limited Liability Partner in any other Bidder (s). Further, more than one bids 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.
  - 4.3. Alternative Bids shall not be considered.
  - 4.4. The provision 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 items basis.
5. **COST OF BIDDING & TENDER FEE**
  - 5.1. **COST OF BIDDING**

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

- 5.2.1. Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque payable to BCPL. The Tender Fee is to be submitted along with the bid. Offers sent without payment of requisite Tender Fee will be ignored straightaway.
- 5.3. SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of tender fee.
- 5.4. In the event of a particular tender being cancelled, the tender fee will be refunded to the concerned bidders without any interest charges. No plea in this regard shall be entertained by the Owner.

6. **SITE VISIT**

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

---

**[B] – BIDDING DOCUMENTS**

7. **CONTENTS OF BIDDING DOCUMENTS**

- 7.1. The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-9":
- Section-I : Invitation for Bid [IFB]
  - Section-II : BID EVALUATION CRITERIA [BEC] & Price Evaluation Methodology
  - Section-III : Instructions to Bidders [ITB]  
Annexure  
Forms & Format
  - Section-IV : General Conditions of Contract [GCC]
  - Section-V : Special Conditions of Contract [SCC]
  - Section-VI : Scope of Work [SOW]
  - Section-VIII : Schedule of Rates
  - Schedule of Rates

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

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

8. **CLARIFICATION OF BIDDING DOCUMENTS**

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

9. **AMENDMENT OF BIDDING DOCUMENTS**

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

---

**[C] – PREPARATION OF BIDS**

10. **LANGUAGE OF BID:**

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

11. **DOCUMENTS COMPRISING THE BID**

- 11.1. **Bids are invited under e-tendering Two Bid system.** Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and

the ready reckoner for bidders available in <https://bcplonline.co.in>. **Bids submitted manually shall be rejected, the bids must be submitted on BCPL's e-tendering website as follows:-**

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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents and Earnest Money Deposit (EMD).Not applicable
- (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 \*Not applicable
- (t) Tender fee (wherever applicable)and \* Not applicable
- (u) Copy of Power of Attorney

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

**11.1.2. FOLDER-II: Price Bid**

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

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

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

## 12. **SCHEDULE OF RATES / BID PRICES**

- 12.1. Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST&SGST/UTGST or IGST)**.
- 12.2. Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3. Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4. All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST&SGST/UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST&SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F10) and SOR.

- 12.5. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 12.6. The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7. Further, Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

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

- 13.1. Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST&SGST/UTGST or IGST)** is applicable.
- 13.2. Quoted prices should be inclusive of all taxes and duties, except **GST (CGST&SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST&SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- Payments to Service Provider for claiming **GST (CGST & SGST/ UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, BCPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST&SGST/UTGST or IGST)** collected from Owner.
- 13.3. In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of BCPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/ UTGST or IGST)** collected from BCPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of BCPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.
- 13.4. In case of statutory variation in **GST (CGST&SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

Beyond the contract period, in case BCPL is entitled for input tax credit of **GST (CGST&SGST/UTGST or IGST)**, then statutory variation in applicable **GST**

**(CGST&SGST/UTGST or IGST)** on supply and on incidental services, shall be to BCPL's account.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13.10. Anti-profiteering clause**

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

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

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

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

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

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

14. **BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

15. **BID VALIDITY**

15.1. Bids shall be kept valid for period specified in BDS from the final 'Bid Due Date'. A Bid valid for a shorter period may be rejected by BCPL as 'non-responsive'.

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

16. **EARNEST MONEY/BID SECURITY:** Not applicable

17. **(PRE-BID MEETING):** Not applicable

18. **FORMAT AND SIGNING OF BID**

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

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

18.3. **All documents to be digitally signed and to be uploaded**

19. **ZERO DEVIATION AND REJECTION CRITERIA**

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

liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.

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

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

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

20. **E-PAYMENT**

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

---

**[D] – SUBMISSION OF BIDS**

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

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

22. **DEADLINE FOR SUBMISSION OF BIDS**

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

23. **LATE BIDS**

23.1. Any bids received after the notified date and time of closing of tenders will be treated as late bids.

23.2. In case of e-tendering, e-tendering system of BCPL shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

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

23.3. Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24. **MODIFICATION AND WITHDRAWAL OF BIDS**

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

24.1.1. For E- TENDERING, the bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

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

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

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

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

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

---

**[E] – BID OPENING AND EVALUATION**

26. **BID OPENING**

26.1. ***Unpriced Bid Opening:***

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

26.2. ***Priced Bid Opening:***

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

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

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

27. **CONFIDENTIALITY**

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

28. **CONTACTING THE EMPLOYER**

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

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

29. **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

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

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security';
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"

29.2. A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- (a) "Deviation" is departure from the requirement specified in the tender documents.
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

29.3. A material deviation, reservation or omission is one that,

- (a) If accepted would,
  - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
  - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

29.5. If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

### 30. **CORRECTION OF ERRORS**

30.1. Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the contractor in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount corrected.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

- 30.2. The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.
31. **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**  
Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.
32. **EVALUATION AND COMPARISON OF BIDS**  
Bids shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents (refer clause 7.0 of ITB) after considering the effect of cenvat credit entitled. The employer shall only use the criteria and methodology indicated in Section-II of bidding documents. No other criteria/ methodology shall be permitted.
33. **COMPENSATION FOR EXTENDED STAY (FOR APPLICABILITY OF THIS CLAUSE REFER BDS):-NOT APPLICABLE FOR THIS TENDER**
34. **PURCHASE PREFERENCE**  
Purchase preference to Central government public sector Undertaking and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

---

### **[F] – AWARD OF CONTRACT**

35. **AWARD**  
Subject to "ITB: Clause-29", BCPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.
36. **NOTIFICATION OF AWARD / FAX OF ACCEPTANCE/LETTER OF INTENT**
- 36.1. Prior to the expiry of 'Period of Bid Validity', BCPL will notify the successful Bidder in writing, in the form of "Notification of Award" / "Fax of Intent [FOI]" / "Letter of Intent" through fax/e-mail, that his Bid has been accepted. The notification of award / Fax of Intent/Fax of Acceptance will constitute the formation of the Contract.
- 36.2. Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award/Fax of Intent [FOI]/Letter of Intent. The "Notification of Award"/"Fax of Intent [FOI]" / "Letter of Intent" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-37".  
  
Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", BCPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-16"
37. **SIGNING OF AGREEMENT**
- 37.1. BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to BCPL.

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

38. **CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

- 38.1. Within 30 days of the receipt of the notification of award/ Fax of Acceptance from BCPL, the successful bidder shall furnish the Contract Performance Security/Guarantee in accordance with General Conditions of the Contract/as stipulated in Section-II of tender document. The Contract Performance Security/Guarantee shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract.

BG/LC/DD issued by Yes Bank will not be accepted by BCPL.

- 38.2. **The contract performance security shall be as stipulated in Section-II of tender document towards faithful performance of the contractual obligations & performance of equipment.** For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Bank Guarantee towards performance security/ security deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank in case of Indian bidder as well as foreign bidder. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of **Rs 100 crores** and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This bank guarantee shall be valid for a period of three months beyond the delivery schedule as specified in Bid Data Sheet (BDS).

- 38.3. Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

- 38.4. The CPBG/Security deposit has to cover the entire contract value including extra works/services also. As long as the CPBG/Security deposit submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional security deposit/ Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional security deposit/ CPBG.

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

- 39.1. Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

- 39.2. The Fraud Prevention Policy document is available on GAIL's/BCPL's website ([www.gailonline.com](http://www.gailonline.com) /[www.bcplonline.com](http://www.bcplonline.com))

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

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

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

**40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

40.1. Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 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 total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by Women.

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

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

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

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

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

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

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

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

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

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

41. **AHR ITEMS**

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

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

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

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

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

42. **VENDOR PERFORMANCE EVALUATION PROCEDURE**

Shall be as stipulated Annexure II to ITB herewith.

43. **INCOME TAX & CORPORATE TAX**

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

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

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

43.4. **MENTIONING OF PAN NO. IN INVOICE/BILL**

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

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

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

44. **DISPUTE RESOLUTION**

**PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:**

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

**2. ARBITRATION**

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

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

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

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

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective

Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

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

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

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

2.6 List of Excepted matters:

a) Dispute(s)/issue(s) involving claims below Rs.25 lakhs and above Rs.25 crores.

b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/ collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.

c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/BCPL has been made final and binding in terms of the Contract.

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

### 3. GOVERNING LAW AND JURISDICTION:

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

### 4. DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS:

Subject to pre litigation grievance/dispute redressal mechanism as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

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

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 |
|-------------------------|---------------|
|                         |               |

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**

Not applicable

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."

51. 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.
52. 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.
53. BCPL has developed Samadhan Committee for timely addressing the issues of Vendor/ Supplier/ Contractor/Consultant.
- Accordingly the methodology to resolution of issue(s) of Vendor/Supplier/Contractor/Consultant shall be as under:
- (i) Any issue should be first referred to EIC (for LOA/contracts)/Dealing C&P Executive (for Purchase Orders).
  - (ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to “Samadhan Committee”. The same will be addressed by Samadhan Committee within 15days from the date of issue raised.
  - (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.
  - (iv) After closure of contract(s), any issue to be raised within one (1) month from the closure date of contract(s)

.....

**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.

**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” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating):

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for the following action:

- a) First such instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.  
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s). The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/Consultant

- (i) Poor Performance due to reasons other than Quality :  
**Putting on Holiday for a period of One Year**
    - (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30):  
**Putting on Holiday for a period of Two Years**
  - c) Subsequent instances (more than two) in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Three Years.
- (B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC-Consultancy)
  - (a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the retender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
  - (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.
  - (c) Subsequent instances (more than two) in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.
- (C) Where Performance rating is “FAIR”:

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       | <b>POOR</b>        | Seek explanation for Poor performance                        |
| 2.      | <b>FAIR</b>        | Seek explanation for Fair performance                        |
| 3       | <b>GOOD</b>        | Letter to the concerned for improving performance in future. |
| 4       | <b>VERY GOOD</b>   | 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” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for the following action:

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

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- ii. Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/Consultant:
      - (i) Poor Performance due to reasons other than Quality :  
**Putting on Holiday for a period of One Year**
      - (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30):  
**Putting on Holiday for a period of Two Years**
    - iii. Subsequent instances (more than two) in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/Supplier/ Contractor/ Consultant: Putting on Holiday for a period of Three Years
  1. Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 32 (C) of GCC-Works, Clause no. 28.3.1 of GCC-Goods, second para of Clause no. 2.17.3 of GCC-Services and Clause no.3.16.1 of GCC-Consultancy)
    - (a) First instance: Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.  
  
 Further such vendor will not be allowed to participate in the retender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.  
  
 However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).  
  
 The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
    - (b) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.
    - (c) Subsequent instances (more than two) in other ongoing order (s)/contract (s) or new order (s) /contact (s) on such Vendor/Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.
  2. 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 valuated items.

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

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

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

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

#### **6.0 EFFECT OF HOLIDAY**

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

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

- 6.3. Effect on other ongoing tendering:

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

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

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

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

**9.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

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

**10.0 ERRANT BIDDER**

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

Further, such bidder will be put on ‘**Watch List**’ for a period of **Three years** after following the due procedure.

- 11.0** In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from GAIL to the government exchequer, then, that Supplier shall be put under Holiday list of GAIL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on GAIL.
-

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

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

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

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

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

Signature of  
Authorized Signatory:

Name:

Designation:

### Instructions for allocation of marks

1. Marks are to be allocated as under:

#### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

|    | Delivery Period/<br>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<br>- Moderate nature<br>- low severe nature                                          | 0 marks<br>5 marks<br>10-25 marks |
| iii) Number of deviations                                                     | 1. No deviation<br>2. No. of deviations $\leq 2$<br>3. No. of deviations $> 2$                                | 5 marks<br>2 marks<br>0 marks     |

**1.3 RELIABILITY PERFORMANCE****20 Marks**

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

---

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note:

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:

### Instructions for allocation of marks (For O&M)

1. Marks are to be allocated as under:

#### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

#### 1.1 QUALITY PERFORMANCE 40 Marks

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

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

**1.3 RELIABILITY PERFORMANCE****20 Marks**

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

---

## **ANNEXURE-III**

### **(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://etenders.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://etenders.gov.in/eprocure/app> (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://etenders.gov.in/eprocure/app> → click downloads → click resources) and also refer Trouble Shooting (go to <https://etenders.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://etenders.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](http://www.idrbtca.org.in)

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

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

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

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

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

#### **8.0 Content of Bid:**

##### **8.1 Un-Priced Bid:**

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

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

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

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

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

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

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

Note:

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

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

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

## **8.2 Priced Bid:**

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

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

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

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

## **10. Submission of documents:**

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

## **11. Last date for submission of bids:**

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/revise the same on or before the last date and time of submission. The system time displayed on NIC’s e-tender webpage shall be final and binding on the bidders for all

purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.

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

**12. Internet connectivity:**

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

**13. Help to Contractors:**

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

**14. FAQ:**

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

**15. e-Brochure:**

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

**16. DSC for Foreign Bidders:**

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

**17. System Malfunction Procedure:**

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

**18. IT Resources:**

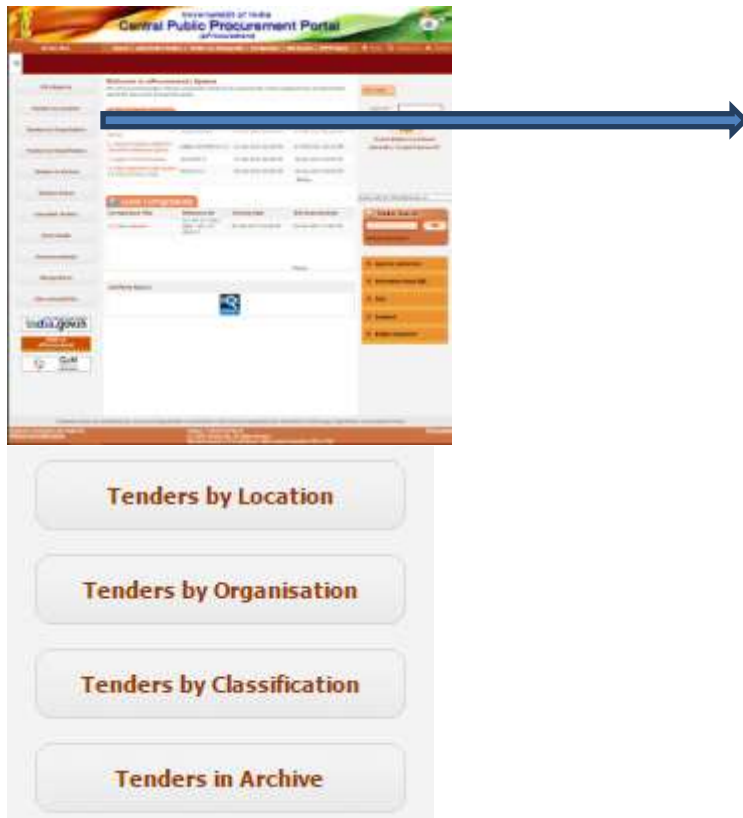
For various IT resources please visit → <https://etenders.gov.in/eprocure/app> → click Downloads --- Resources required. (Download Java for system compatibility).

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

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

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

For tender search please visit - <https://etenders.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<br>time<br>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:-<br><a href="https://eprocure.gov.in/cpp">https://eprocure.gov.in/cpp</a><br>pl --- click e-procure --- <b>click Information about DSC.</b>                                                    |                                                                                                                                                                          |
|                         | 2 | GET THE HARDWARE / IT RESOURCES:-<br>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:-<br><a href="https://eprocure.gov.in/cpp">https://eprocure.gov.in/cpp</a><br>pl --- click e-procure --- click downloads --- <b>click resources required</b>                                    | ROUTE:-<br><a href="https://eprocure.gov.in/cpp">https://eprocure.gov.in/cpp</a><br>pl --- click e-procure --- click bidder manual kit --- <b>click trouble shooting</b> |
|                         | 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:-<br><a href="https://eprocure.gov.in/cpp">https://eprocure.gov.in/cpp</a><br>pl --- click e-procure --- click bidder manual kit --- <b>click Registration of Bidders</b>                       |                                                                                                                                                                          |
|                         | 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:-<br><a href="https://eprocure.gov.in/cpp">https://eprocure.gov.in/cpp</a><br>pl --- click e-procure --- click bidder manual kit --- <b>click Uploading of my documents</b>                     |                                                                                                                                                                          |
|                         | 5 | SEARCH BIDS                                                                                            | plz. Refer | ROUTE:-<br><a href="https://eprocure.gov.in/cpp">https://eprocure.gov.in/cpp</a><br>pl --- click e-procure --- click tender by location / by organization / by classification | also refe | ROUTE:-<br><a href="https://eprocure.gov.in/cpp">https://eprocure.gov.in/cpp</a><br>pl --- click e-procure --- click bidder manual kit --- <b>click Clarifications (Tender Status, My Archive...)</b> |                                                                                                                                                                          |
|                         | 6 | ON LINE e-BID SUBMISSION involved EMD/FEE, technical bid (part I) & finance bid (part II)              | plz. Refer | ROUTE:-<br><a href="https://eprocure.gov.in/cpp">https://eprocure.gov.in/cpp</a><br>pl --- click e-procure --- click bidder manual kit --- go through online e-bid submission | also refe | ROUTE:-<br><a href="https://eprocure.gov.in/cpp">https://eprocure.gov.in/cpp</a><br>pl --- click e-procure --- click bidder manual kit --- <b>Online e-Bid Submission</b>                             |                                                                                                                                                                          |
|                         | 7 | FINANCE BID/PRICE BID/PART II Preparation guidelines                                                   | plz. Refer | ROUTE:-<br><a href="https://eprocure.gov.in/cpp">https://eprocure.gov.in/cpp</a><br>pl --- click e-procure --- click bidder manual kit --- go BoQ Preparation Guidelines      |           |                                                                                                                                                                                                       |                                                                                                                                                                          |
|                         | 8 | ON LINE e-BID WITHDRAWAL                                                                               | plz. Refer | ROUTE:-<br><a href="https://eprocure.gov.in/cpp">https://eprocure.gov.in/cpp</a><br>pl --- click e-procure --- click bidder manual kit --- go Online Bid Withdrawal           |           |                                                                                                                                                                                                       |                                                                                                                                                                          |
|                         | 9 | ON LINE e-BID Re-SUBMISSION                                                                            | plz. Refer | ROUTE:-<br><a href="https://eprocure.gov.in/cpp">https://eprocure.gov.in/cpp</a><br>pl --- click e-procure --- click bidder manual kit --- go Online Bid Re-submission        |           |                                                                                                                                                                                                       |                                                                                                                                                                          |

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



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

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

# In FAQ user will get various FAQ related to:

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

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

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

|                             |                                         |
|-----------------------------|-----------------------------------------|
| 1 Notice to Bidders         | <a href="#">notice_to_bidders.pdf</a>   |
| 2 Registration of Bidders   | <a href="#">bidder_registration.pdf</a> |
| 3 Uploading of My Documents | <a href="#">my_documents.pdf</a>        |

|   |                                               |                                                  |
|---|-----------------------------------------------|--------------------------------------------------|
| 4 | Online e-Bid Submission                       | <a href="#">two cover bid submission.pdf</a>     |
|   |                                               | <a href="#">three cover bid submission.pdf</a>   |
|   |                                               | <a href="#">four cover bid submission.pdf</a>    |
|   |                                               | <a href="#">single cover bid submission.pdf</a>  |
| 5 | Online Bid Withdrawal                         | <a href="#">bid withdrawal.pdf</a>               |
| 6 | Online Bid Re-submission                      | <a href="#">bid resubmission.pdf</a>             |
| 7 | Clarifications (Tender Status, My Archive...) | <a href="#">enquiry.pdf</a>                      |
| 8 | Trouble Shooting                              | <a href="#">troubleshoot document.pdf</a>        |
| 9 | BoQ Preparation Guidelines                    | <a href="#">BoQ_Help_Bidder_ItemRate.pdf</a>     |
|   |                                               | <a href="#">BoQ_Help_Bidder_ItemWise_Tax.pdf</a> |
|   |                                               | <a href="#">BoQ_Help_Bidder_Percentage.pdf</a>   |

#### **HELP DESK (BCPL)**

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

Mobile: 8811017320

Email: [etender@bcplindia.co.in](mailto: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](mailto:cphp-nic@nic.in)

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



**LIST OF FORMS & FORMAT**

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



**BIDDER'S GENERAL INFORMATION**

To,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “ANNUAL RATE CONTRACT FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS”**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

|   |                                                                                                                                                                                                            |                                                                                                                              |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 1 | Bidder Name<br>(With Contact Person Name & Details)                                                                                                                                                        |                                                                                                                              |
| 2 | Status of Firm                                                                                                                                                                                             | Proprietorship Firm/Partnership firm/<br>Limited/Others<br>If Others Specify: _____<br>[Enclose certificate of Registration] |
| 3 | Name of Proprietor/Partners/Directors<br>of the firm/company                                                                                                                                               |                                                                                                                              |
| 4 | Number of Years in Operation                                                                                                                                                                               |                                                                                                                              |
| 5 | Address of Registered Office:<br>*In case of Partnership firm, enclose<br>letter mentioning current address of<br>the firm and the full names and current<br>addresses of all the partners of the<br>firm. | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                     |
| 6 | Operation Address<br>(if different from above)                                                                                                                                                             | City:<br>District:<br>State:<br>PIN/ZIP:                                                                                     |
| 8 | Telephone Number<br>[Mobile & Landline]                                                                                                                                                                    |                                                                                                                              |



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

|    |                                                                                       |                                                                                                                                                                                                      |
|----|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9  | E-mail address                                                                        |                                                                                                                                                                                                      |
| 10 | Website                                                                               |                                                                                                                                                                                                      |
| 11 | Fax Number:                                                                           | (Country Code) (Area Code) (Telephone No.)                                                                                                                                                           |
| 12 | ISO Certification, if any                                                             | {If yes, please furnish details}                                                                                                                                                                     |
| 13 | Bid Currency                                                                          |                                                                                                                                                                                                      |
| 14 | Banker's Name                                                                         |                                                                                                                                                                                                      |
| 15 | Branch                                                                                |                                                                                                                                                                                                      |
| 17 | Bank account number                                                                   |                                                                                                                                                                                                      |
| 18 | PAN No.                                                                               | [Enclose copy of PAN Card]                                                                                                                                                                           |
| 19 | We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act          | Yes / No<br>(If the response to the above is 'Yes", Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.) |
| 20 | Whether Micro/Small Enterprise                                                        | (Bidder to submit documents as specified it ITB)                                                                                                                                                     |
| 21 | Type of Entity                                                                        | Corporate/ Non-Corporate (As per Service tax Act).<br>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).                                                           |
| 22 | GSTIN                                                                                 | Please submit GST Registration Certificate                                                                                                                                                           |
| 23 | Vendor Classification<br>Mark (✓) on the applicable one.                              | Registered <input type="checkbox"/><br>Un-registered <input type="checkbox"/><br>Compound Scheme <input type="checkbox"/><br>PSU , GOVT <input type="checkbox"/><br>SEZ <input type="checkbox"/>     |
| 24 | Start up                                                                              | Yes / No                                                                                                                                                                                             |
| 25 | If prior experience of startup in for similar nature of jobs (as per this tender SOR) |                                                                                                                                                                                                      |

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 FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS"**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

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 FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS"**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

**Dear Sir,**

We are enclosing the following documents as part of the bid: **(wherever applicable)**

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

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-----

Not applicable in this tender

.....



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 FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS"**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

**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 FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS"**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

**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 FOR CONDITION MONITORING OF ROTARY  
EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD  
OF 02 YEARS”**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

**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-INVOLVEMENT OF GOVT. OF INDIA**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "ANNUAL RATE CONTRACT FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS"**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

**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,  
M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

PERFORMANCE GUARANTEE No.

**Dear Sir(s),**

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

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

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

1. We \_\_\_\_\_ hereby  
undertake to give the irrevocable & unconditional guarantee to you that if default shall be made  
by M/s. \_\_\_\_\_ in performing any of the terms and  
conditions of the tender or in payment of any money payable to M/s Brahmaputra Cracker and  
Polymer Limited we shall on first demand pay without demur, contest, protest and/ or without  
any recourse to the contractor to you in such manner as you may direct the said amount of  
Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said  
sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee,  
postpone for any time or from time to time the exercise of any of the powers and rights conferred  
on you under the contract with the said \_\_\_\_\_ and to  
enforce or to forbear from endorsing any powers or rights or by reason of time being given to the  
said \_\_\_\_\_ and such postponement forbearance would not have the  
effect of releasing the bank from its obligation under this debt.
3. Your right to recover the said sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_) from us in manner aforesaid will not  
be affected or suspended by reason of the fact that any dispute or disputes have been raised by  
the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending



before any officer, tribunal or court and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission our commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid upto \_\_\_\_\_ (this date should be 90 days after the expiry of defect liability period) \_\_\_\_\_. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee. However, if for any reason, the contractor is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting extension of defect liability period of the contractor fails to perform the work fully, the bank hereby agrees to further extend this guarantee at the instance of the contractor till such time as may be determined by the owner. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (contractor) on whose behalf this guarantee is issued.
6. The Bank Guarantee's payment of an amount is payable on demand and in any case within 48 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 18% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the jurisdiction of **Guwahati Courts**.
7. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
8. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

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



---

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

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

.....



**F-10**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: “ANNUAL RATE CONTRACT FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS”**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | BIDDER'S CONFIRMATION                         |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| 1   | Bidder's name and address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                               |
| 2.  | Please confirm the currency of quoted prices is in Indian Rupees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                               |
| 3.  | Confirm quoted prices will remain firm and fixed till complete execution of the order.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                               |
| 4   | Rate of applicable GST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                               |
| a   | Applicable GST is                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | CGST+SGST/IGST<br>(Please tick as applicable) |
| b   | CGST+SGST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | .....%age                                     |
| c   | IGST                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | .....                                         |
| d   | Cess (if any)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | .....%age                                     |
| e   | Service Accounting Codes (SAC) has been submitted and mentioned in un-priced SOR                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                               |
| 5.  | i) Confirm acceptance of relevant Terms of Payment specified in the Bid Document.<br>ii) In case of delay, the bills shall be submitted after deducting the price reduction due to delay.                                                                                                                                                                                                                                                                                                                                                |                                               |
| 6.  | Confirm that Contract Performance Bank Guarantee will be furnished as per Bid Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                               |
| 7.  | Confirm that Contract Performance Bank Guarantee shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs.100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. |                                               |



|     |                                                                                                                                                                                                                                                                                                                                                     |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 8.  | Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Fax of Intent.                                                                                                                                                                                                   |  |
| 9.  | Confirm acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. GST shall be applicable on the amount against PRS.                                                                                                                                                                                       |  |
| 10. | a) Confirm acceptance of all terms and conditions of Bid Document (all sections).<br>b) Confirm that printed terms and conditions of bidder are not applicable.                                                                                                                                                                                     |  |
| 11. | Confirm your offer is valid for 3 months from Final/Extended due date of opening of Techno-commercial Bids.                                                                                                                                                                                                                                         |  |
| 12. | Please furnish EMD/Bid Security details : not applicable<br>a) EMD/ Bid Security No. & date<br>b) Value<br>c) Validity                                                                                                                                                                                                                              |  |
| 13. | Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).                                                                                                                                                                                                                                                          |  |
| 14. | Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.                                                                                                                                                                                                                                          |  |
| 15. | Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.                                                                                                                                             |  |
| 16. | Confirm that none of Directors of bidder is a relative of any Director of Owner or the bidder is a firm in which any Director of Owner/ BCPL or his relative is a partner.                                                                                                                                                                          |  |
| 20  | Confirm acceptance of Anti profiteering clause no. 171 of GST Act. 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. |  |
| 21  | a) Whether bidder <b>falls under MSE Act.</b><br>If yes, Whether bidder is a <b>MSE belonging to SC/ST category/ Women category.</b>                                                                                                                                                                                                                |  |



**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 FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS”**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

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 FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS”**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



**BIDDER'S EXPERIENCE**

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "ANNUAL RATE CONTRACT FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS"**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

| 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:



**F-15**

**FORMAT FOR CERTIFICATE FROM BANK**  
**IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE**  
(To be provided on Bank's letter head)

Date:

To,

M/s. Brahmaputra Cracker and Polymer Limited

-----  
-----  
-----

Dear Sir,

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

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

Accordingly M/s ..... (Name of the Bank with address) confirms availability of line of credit to M/s ..... (Name of the bidder) for at least an amount of ₹ \_\_\_\_\_

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

Yours truly

For ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp



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

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

**A. AUDITED ANNUAL TURNOVER\* OF LAST 3 YEARS:**

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

**B. NETWORTH\* AS PER LAST AUDITED FINANCIAL STATEMENT:**

| Description  | Year ____         |
|--------------|-------------------|
|              | Amount (Currency) |
| 1. Net Worth |                   |

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

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

***\*Refer Instructions***

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

Name of Audit Firm:  
Chartered Accountant/CPA  
Date:

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

**Instructions:**



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



**THIS FORMAT TO BE FILLED BY THE BIDDER**

**TECHNICAL CRITERIA AS STIPULATED IN BEC**

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

**NB:**

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

| Sl. No. | List of Order Details                  | Description                                                                                                                                  | Details [to be mentioned by the bidder] |
|---------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| A       | 1 <sup>st</sup> Order/<br>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:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply | <br><br><br><br><br>                    |



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

|          |                                               |                                                                                                                                                                                                                                                                         |                                                |
|----------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
|          |                                               | iii. Period of Contract/ Order<br>iv. Actual Date of Completion/Execution<br>v. Executed Value<br>vi. Executed Qty, etc                                                                                                                                                 |                                                |
| <b>B</b> | <b>2<sup>nd</sup> Order/<br/>LOI/Contract</b> | <b>Description</b>                                                                                                                                                                                                                                                      | <b>Details [to be mentioned by the bidder]</b> |
| B1       |                                               | Name of Order issuing Agency/Client/Owner/Company                                                                                                                                                                                                                       |                                                |
| B2       |                                               | Order No. & Date                                                                                                                                                                                                                                                        |                                                |
| B3       |                                               | Brief Details/Name (Nature) of Supply                                                                                                                                                                                                                                   |                                                |
| B4       |                                               | Contract/Order Value (in Rs.)                                                                                                                                                                                                                                           |                                                |
| B5       |                                               | Period of Contract/ Order                                                                                                                                                                                                                                               |                                                |
| B6       |                                               | Completion /Execution Certificate (as applicable) to contain the following:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Period of Contract/ Order<br>iv. Actual Date of Completion/Execution<br>v. Executed value<br>vi. Executed Qty, etc |                                                |
| <b>C</b> | <b>3<sup>RD</sup> Order/<br/>LOI/Contract</b> | <b>Description</b>                                                                                                                                                                                                                                                      | <b>Details [to be mentioned by the bidder]</b> |
| 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                                                                                                                                                                                                                                               |                                                |



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

|    |  |                                                                                                                                                                                                                                                                         |  |                                     |
|----|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------|
| C6 |  | Completion /Execution Certificate (as applicable) to contain the following:<br>i. Date of issue<br>ii. Brief Details/Name (Nature) of Supply<br>iii. Period of Contract/ Order<br>iv. Actual Date of Completion/Execution<br>v. Executed value<br>vi. Executed Qty, etc |  | <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> |
|----|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------|

| D  | 4 <sup>th</sup> Order/<br>LOI/Contract | Description                                       |  | Details [to be mentioned by the bidder] |
|----|----------------------------------------|---------------------------------------------------|--|-----------------------------------------|
| D1 |                                        | Name of Order issuing Agency/Client/Owner/Company |  |                                         |
| D2 |                                        | Order No. & Date                                  |  |                                         |
| D3 |                                        | Brief Details/Name (Nature) of Supply             |  |                                         |
| D4 |                                        | Contract/Order Value                              |  |                                         |
| D5 |                                        | Period of Contract/ Order                         |  |                                         |

**E-Banking Mandate Form**

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

**BANK CERTIFICATE**

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

Bank stamp

Date

(Signature of authorized officer of bank)

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

**SUB: “ANNUAL RATE CONTRACT FOR CONDITION MONITORING OF ROTARY  
EQUIPMENT OF BCPL LEPETKATA, GDU DULIAJAN AND GSU LAKWA FOR A  
PERIOD OF 02 YEARS”**

**E-TENDER NO.: BCPL/C&P/C021W023MC/1690**

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

Thanking you,

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

Name:

Designation:

Company Seal:



## **SECTION -V**

### **SPECIAL CONDITIONS OF THE CONTRACT**

ANNUAL RATE CONTRACT FOR CONDITION MONITORING OF ROTARY EQUIPMENT OF BCPL LEPETKATA , GDU DULIAJAN AND GSU LAKWA FOR A PERIOD OF 02 YEARS

#### **1. SCOPE OF WORK :**

- The agency has to carry out Vibration Monitoring job of all Rotary Equipment including driver and driven machines to ensure excellent equipment health by collecting and analyzing the vibration records of all equipment on scheduled basis. This will include supply of all required hardware and software tools for collecting equipment reading as well as for analysis part.
- The agency will obtain and analyze machine vibration data on scheduled basis and generate report with findings as per format approved by M/S BCPL and in line with ISO 18436. For equipment observed in abnormal range (Tolerable and not permissible zone), agency will generate detail report showing spectrum and vibration trend as per approved format.
- The agency will also carry out Bearing Condition Analysis, as per schedule and as and when required as per instruction of engineer- in -charge. The finding/observation of bearing condition monitoring will be as per relevant ISO standard.
- Following are the specific responsibilities to be shouldered by the agency
  - Weekly/fortnightly/monthly data acquisition from the rotary equipment installed at BCPL Lepetkata, GDU Duliajan and GSU – Lakwa unit as per the schedule.
  - Vibration data acquisition on call basis as and when required as per instruction of Engineer-in-charge.
  - Data interpretation and comprehensive reporting as per approved format and in line with relevant ISO guidelines.
  - Complete software database generation.
- The contract will cover BCPL Lepetkata complex, GDU – Duliajan and Lakwa unit of BCPL. Accordingly, adequate manpower, equipment etc. to be deputed at site for smooth execution of contractual scope of work.
- Detailed Scope of Activities to be carried out for Vibration Monitoring Job of Rotary Equipment without online protection system.



The following activities are to be normally carried out for Rotary Equipment without online protection system:

- Collection of vibration data of the equipment as per schedule.
- Detailed analysis of records with respect to the trend as well as history of every equipment.
- Preparation of report showing data recorded, observations, analysis and recommended corrective actions as per approved format.
- Immediate reporting through e-mail to EIC/ Concern maintenance personnel.
- Preparation and reporting of Daily Progress Report (DPR).
- Maintaining/updating the individual equipment history file.
- Attending call jobs other than the schedule, analysis of data and preparation of reports .
- Preparation of Vibration Exception Summary Report every month.
- Contractor would be responsible for defining the vibration data pick-up points on each and every equipment.

- Detailed Scope of Activities to be carried out for Vibration Monitoring Job of Equipment with Online Protection System.

- The equipment having On-Line Vibration Protection System are to be monitored on regular basis as per the schedule.
- For equipment having online vibration protection system (Bently 3500 series), the vibration data collection would have to be done through online system BNC connectors .
- For vibration data collection, minimum dual channel data collector to be maintained and should be compatible with Bentley 3500 series.
- Transient analysis (Resonance analysis, Orbit analysis. Polar analysis. Nyquist/Bode plot (as per requirement)
- Preparation, Submission and transmission of various Reports including Vibration Report of Individual Equipment, Vibration Health Status, Monthly Exception Summary report etc to respective departments through e-mail for equipment showing day's data, observations, analysis and recommended corrective actions to be performed. The term vibration monitoring and analysis means collection of vibration data, data analysis of all types including spectrum analysis, trend analysis, phase analysis, root cause analysis, submission of reports including recommendations for repair and corrective action .

- Bearing Condition Analysis.

Analysis of rolling element (LR/HR or high frequency demodulation of bearings of rotary equipment as per the schedule, preparation of reports in line with approved format.



- In-situ balancing

For in-situ balancing, agency will be called based on actual requirement at site. Agency has to mobilize their resources (man & equipment) within 07 days from the date of intimation. Necessary assistance work for carrying out online balancing work like placing/removal of weights etc. shall be provided by M.s BCPL.

## 2. MINIMUM HARDWARE AND SOFTWARE REQUIREMENT AT SITE FOR DATA ACQUISITION AND DATA INTERPRETATION

Agency will maintain following equipment (Hardware/ software) at site to cater the various site requirement

- i) Portable Dual Channel Data Collector/FFT Analyzer: 01 no.
- ii) Portable Four Channel (or higher) Data Collector/FFT Analyzer: 01 no.

The analyzer must have the following features:

- Data collection facility through portable Accelerometers as well as Proximity Transducers through BNC connectors of the online Vibration Protection System.
- Local display of plots like Current Vibration, Direct Orbit/Time base, Full/Half Spectrum, Cascade/Nyquist Plots, etc.
- Must be Dual Channel (or higher) with additional channel for Phase and Speed input.
- The data collector/analyser should be capable of collecting bearing condition data (LR/HR) or separate instrument has to be maintained for bearing condition monitoring
- Valid calibration certificate issued by Authorized agency must be available for Vibration analyser deputed at BCPL site.
- The calibration & testing of all the equipment deployed for the execution of SOR quantities, to be done by authorised statutory body, shall be arranged by the contractor and latest valid copies of calibration / test certificate shall be handed over to M/S BCPL. Whenever required, the contractor shall have to show the original calibration certificates to the EIC.
- Instrument must be intrinsically safe.

### iii) Accelerometers: 04 nos. (minimum)

- The Accelerometers should be suitable for use with FFT Analyzer.
- The Accelerometers must be of applicable frequency ranges and reference sensitivities for different measurement concerns, i.e., General Purpose/Low Frequency/High Frequency Probes.
- The Accelerometers should have magnetic bases of shapes suitable for different applications.
- Suitable for High Temperature Applications.



iv) Computer (PC/ Laptop) with Colour Printer: 01 no.

The PC should be of latest hardware configuration and loaded with Windows 10 or latest operating system compatible with Vibration Analysis Software with colour laser/deskjet printer. Internet connectivity must be arranged by the bidder at their own cost.

v) The Vibration Analysis Software: 01 no.

The Vibration Analysis Software should be compatible with FFT Analyzer and should be capable of

- FFT Analysis
- Trending
- Spectrums
- Waveforms
- Cascade Waterfall Analysis
- Polar Plots
- Bode's Plot
- Nysquist Plot

It may be noted that the contractor has to submit a licensed copy of the Vibration Analysis Software to BCPL so that the same can be used to retrieve the historical data after expiry of the contract.

Necessary catalogues of above-mentioned hardware/software showing technical capabilities to carry out job as per Scope of Work have to be submitted along with the bid.

### 3. MINIMUM MANPOWER REQUIREMENT FOR WORK

#### I. VIBRATION ANALYST (minimum Level-II) AS A SITE IN-CHARGE:

- Requirement: 01 No. (minimum)
- The person must have -
  - a. Bachelor's Degree in Mechanical Engineering (BE/B. Tech),
  - b. Cat-II Certificate in ISO18436 issued by authorized agency,
  - c. Minimum 05 years of relevant experience in this field of Vibration analysis and must be capable of capturing data from Online vibration monitoring system.

The person should be competent enough for interpreting vibration spectra, vibration waveforms, Orbit analysis, Resonance analysis, Mode shape analysis, Cepstrum analysis, Nyquist plots, etc. and for forwarding recommendation of necessary corrective action.



## II. VIBRATION ANALYST:

- Requirement: 02 Nos. (Minimum), Category : Highly Skilled (refer Clause No.22)
- The persons must have
  - a. Bachelor's Degree in Mechanical Engineering (BE/B. Tech) with 03 years of relevant experience in the field of vibration analysis or Diploma in mechanical engineering with minimum 05 years of relevant experience,

## III. TECHNICIANS/VIBRATION DATA COLLECTOR:

- Requirement: 02 Nos. (Minimum), Category : Skilled (Minimum) (refer Clause No.22)
- The persons should be technically sound and having hands on experience of minimum 04 year in vibration monitoring of rotary equipment.

### 4. SITE INFORMATION/SITE VISIT:

- The entire work has to be done in BCPL main plant area at Lepetkata, Gas Dispatch Unit at Duliajan (approx. 65 Km from Lepetkata complex) and GSU at Lakwa (approx.. 50 Km from Lepetkata complex) . All necessary 'security measures/safety permit(s)' will have to be invariably obtained by the agency for working in the premises of these areas.
- The team will be stationed at BCPL Lepetkata and periodic visit to GDU Duliajan and GSU Lakwa to be made as per schedule approved by EIC. (Normally one visit in every 15 days to Lakwa and Duliajan, but no. of visit may be increased in case of requirement.) . The agency has to arrange for mobilization of the team to GSU Lakwa & GDU Duliajan at their own cost.
- It is understood that before quoting the rates; the contractor has visited the work sites .Ignorance of this will not be considered after award of work.

### 5. CONTRACT DURATION:

The contract period shall be valid for a period of 24 months (Two year) from the date of placement of work order. Based upon the performance of the contractor and the requirement of the job, BCPL may extend this rate contract for a further period of 06 (Six) months or part thereof on the same rates, terms and conditions which will be as per discretion of BCPL and shall be binding on the contractor.



## 6. MOBILISATION / DEMOBILISATION:

- I. The agency shall mobilize their resources (Man power, equipment) within 15 days after placement of purchase order, failing which a penalty of Rs. 1000 per day will be imposed and same will be recovered from the contractor's bill.
- II. All expenses towards mobilization at site and de-mobilization of equipment, workforce, material and clearing the site, etc., shall be deemed to be included in the price quoted by the contractor and no extra payment on such expenses shall be entertained.
- III. The contractor shall make his own arrangement for removal of old as well as unused material from work site to the place indicated by the EIC, after completion of work.

## 7. SUPERVISION OF WORK:

- i. It is mandatory to depute qualified manpower at site as mentioned in "Detailed Scope of Work" for all working days. The site in-charge should be able to manage site activities while executing job at site as per schedule/plan, guide his personnel to carry out the work with proper safety and as per the instructions of the Engineer-In-Charge. Failure to depute minimum required manpower shall attract penalty as mentioned in PENALTY clause. However, no extra payment shall be made for deployment of additional manpower to complete the job as per schedule.
- ii. All personnel, deployed at site by the contractor, shall be familiar with the working culture and standards, safety norms prevailing in petrochemical / chemical processing plants. All jobs are to be carried out under proper supervision.

## 8. CONTRACTOR'S SCOPE OF SUPPLY:

- I. Contractor shall provide to their employee appropriate equipment as per EIC's instruction for proper execution of the job as given in Schedule of Rates. It shall be the contractor's responsibility to provide and maintain all the above equipment in good working condition and failure to maintain the same shall attract PENALTY. The entire contractor's equipment will be marked with the name of contractor. All such materials will be shown at the factory main gate and certified copy of the materials taken inside the premises will be submitted to the Engineer In-charge immediately after entry of material to the plant.
- II. Contract Personnel without wearing safety shoes, safety helmet and other required PPE as per company's safety guidelines shall not be allowed to work at site. However, BCPL will provide special safety equipment (wherever required) to the contractor and Contractor shall be responsible for accounting the same. Contractor shall provide all safety kits such as safety helmets, hand gloves, safety belts etc. to their personnel working inside the plant.
- III. The contractor shall be solely responsible for disciplining the personnel deployed by him. Further, he shall ensure that none of his workers create any nuisance or indulge in anti-social and criminal activities during the entire period of contract. In case, anybody is found indulging in such activities, then he will have to be immediately removed without any prejudice to further necessary action as deemed fit.



- IV. Normally the work shall be carried out on working days. But due to the exigencies, it may so happen that work may be required to be taken up on Sunday or holiday, which will be treated at par with normal working days. No emergency charges/overtime shall be paid for providing services on above occasions.
- V. Normally contractor is required to work between 9:00 am to 6:00 P.M. but, if required the contractor has to carry out the jobs overnight or as per plant requirement to finish the job at the earliest possible time including Sunday/ Holidays without any extra charge .

#### 9 BCPL'S SCOPE OF SUPPLY:

- I. Work clearance/ work permit for carrying out condition monitoring activities shall be arranged by BCPL.
- II. Proper & safe approach for carrying out vibration analysis activities shall be arranged by BCPL.
- III. Electrical power, water and air shall be supplied free of cost by BCPL for carrying out the job.

#### 10. WORK SPECIFICATION AND STANDARDS:

- I. All the specifications for the work shall be as per Scope of Work and Schedule of Rates, which are self-explanatory. Wherever required relevant ISO standard will be referred and decision of the EIC shall be final and binding on the contractor.
- II. All jobs are to be carried out under "Permit system" .The contractor has to obtain the necessary "Safety work permit" before starting the jobs. The "Safety work permit" has to be returned back to the "EIC" or his representatives after completion of the jobs
- III. The agency shall provide services through qualified and suitably experienced personnel

#### 11. LODGING, BOARDING & TRANSPORTATION OF CONTRACTOR'S PERSONNEL:

Lodging, boarding and transportation of the Contractor's personnel during execution of the job under the Contract shall be provided by the Contractor at his own cost.

#### 12. ENGINEER-IN-CHARGE (EIC):

- I. "HOD (Mechanical)" shall nominate the "Engineer-in-Charge (EIC)" for the work under this contract.
- II. The "EIC" shall look after general supervision and directions of the work. He will be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the Contract. He shall also have authority to reject all works, which do not conform to the specifications.
- III. The "EIC" reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account shall be entertained. In case of any dispute, the Contractor may appeal to the "EIC" whose decision shall be final.



IV. The decision of "EIC" for determining the category of work with reference to material of an item not mentioned in the "Scope of Work and Technical Specifications" and/or "SOR" shall be final and binding on the Contractor.

**13. SERVICES CARRIED OUT THROUGH OTHER AGENCIES:**

BCPL reserves the right to get the work done through any other party at the risk and cost of the contractor, in case the contractor fails to fulfil his contractual obligations.

**14. SUB-LETTING AND ASSIGNMENT OF CONTRACT:**

The contractor shall not sub-let/transfer/assign the contract to any other party without prior permission of BCPL. However, any such permission/consent by BCPL shall not relieve the contractor from any official obligation, duties or responsibilities under the agreement.

**15. ADHERENCE TO SAFETY REGULATIONS:**

- I. All the Contractor's personnel, who would be deployed inside the workplace, should strictly follow all safety rules and regulations. They should be well-conversant with the safety precautions to be followed in the workplace. The Contractor shall abide by the advice and guidance of the Safety Officer in the workplace. In addition, the Contractor shall follow all safety codes framed from time to time. Smoking inside the workplace premises is strictly prohibited. No Contractor's personnel are allowed to possess match boxes, lighters, cigarettes, biddies, transistors, or any other material which may cause fire hazards.
- II. No personal shall be allowed on duty without wearing applicable safety gears.
- III. Contractor shall comply with all applicable Safety laws and other laws including but not limited to contract labour (R&A) Act, 1970 etc. Contractor should be conversant with labour laws and regulations in practice and shall keep the BCPL, harmless and indemnified against any action brought against it for any violation/non-compliance of any act etc .
- IV. BCPL will not be responsible for any accident/mishap with the Contractor's employees. The Contractor shall take necessary action for his employees in case of any incidents.
- V. BCPL shall not provide any medical assistance and shall have no other liability whatsoever except as expressly provided under the Contract.

**16. PENALTY AGAINST VIOLATION OF SAFETY, HEALTH AND ENVIRONMENT RELATED NORMS:**

Against Violation of applicable Safety, Health and Environment related norms, a penalty of Rs. 5,000.00 per occasion.

**1. Violation as above resulting in:**

- i) Any physical injury, a penalty of 0.5% of the contract per injury in addition to Rs. 5,000.00 as in item no. 1.
- ii) Fatal accident, a penalty of 1% of the contract value per fatality in addition to Rs. 5,000.00 as in item no. 1.”



## 17. INSURANCE & DAMAGE TO PROPERTY:

Contractor will be responsible for insurance coverage of his personnel and BCPL will have no liability what so ever, on this account. Damage, if any to roads / building / structures equipment, property during execution of work will be made well by the contractor.

## 18. PENALTY CLAUSE FOR NON PERFORMANCE, IF ANY (IF DIFFERENT FROM LD CLAUSE)

- I. In no case payment of the bills shall be made if the jobs are not certified by the inspector/EIC from time to time.
- II. In case of failure on the part of the contractor causing safety problem or production loss or mechanical damage to the equipment, contractor shall be penalized at a flat rate 5% of amount billed in that particular month subject to maximum penalty of 25% of amount billed in that month plus actual cost of equipment damaged as per the discretion of the “ENGINEER-IN-CHARGE”. Nothing, contained herein, shall restrict the owner from accepting similar services from other agencies, at its discretion in case the contractor fails to do so at his risk & cost.
- III. Non-wearing of cotton uniform including safety shoes by the contractor workers while on duty, a penalty of Rs.200/- per worker per occasion will be levied.
- IV. For violation of any provision of contract or negligence of plant safety norms which is not specified here, a penalty of Rs.1500/- per occasion will be levied and decision of EIC in this regard will be final and binding to contractor.
- V. In case of continuous non-performance of contractual obligations, BCPL reserves the right to get the work done from alternative source at the risk and cost of the contractor without prejudice to other rights available to owner including termination of the contract.
- VI. If vibration monitoring job for particular equipment is kept pending due to absence of specified manpower / vibration monitoring equipment/ PC failure etc. a penalty @ Rs.2500 per rotary equipment per day including Sundays & Holidays will be levied.
- VII. Insufficient/inadequate deployment of resource shall attract penalty @ of Rs. 1800/- & Rs. 1500/-, per personnel per day based on his/her skill level for highly skilled & skilled respectively. This clause shall be applicable for absence of resource not leading to pending of vibration monitoring of equipment. In the event of absence leading to pending of vibration monitoring of equipment then clause no.16.V shall be applied.
- VIII. Valid calibration certificate of Vibration data collectors/Analyzers are to be submitted by the contractor before start of the work at site and also submit the re- calibration certificates of vibration equipment's upon expiry of the submitted certificates failing which penalty of Rs.1000.00/- per day per equipment will be levied.
- IX. Contractor has to keep minimum required Vibration data collector/Analyzer ( as mentioned



in para 2 of SCC) at all the time at their office. Inspection will be carried out by EIC at any time and non-availability of required no of equipment will attract @ Rs.5000/- per equipment per occasion. Only when equipment is taken out for repair/up gradation with the written permission of the EIC then penalty will not apply.

- X. Failure to mobilize portable 16/24-channel machinery health monitor and analyzer by the contractor within given time frame as intimated by the EIC or his representative for execution of transient analysis will attract a penalty of Rs 5000 per day.

19. TERMS OF PAYMENT:

- I. Payment for monthly running account bill shall be made to the contractor within 15 (Fifteen) days from the date of submission of the bill along with required documents by the contractor.
- II. Necessary recoveries and all statutory deductions shall be made from the payments to the Contractor at the relevant rates (as per the norms, rules and regulations laid down by Government).

20. RATE FOR ADDITIONAL WORK:

If the rate for any altered, additional or substituted item of work is not specified in the Schedule of Rates, the rate for such items shall be derived from the rate for the nearest similar item specified in SOR or prevailing market rate. Decision of Engineer-in-charge for rates of additional, altered or substituted work shall be final and the same shall be binding on the contractor. This is in addition to clause no 60 of General Condition of Contract .

21. COMPLETION CERTIFICATE AND 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 pro-forma 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 if any and will be considered as conclusive. No claim certificate shall be attached by the contractor along with the final bill.

22. FINAL CERTIFICATE:



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 not withstanding issue of the completion certificate or payment of the final bill by BCPL.

23. MINIMUM WAGES ACT:

The contractor shall pay the wages to the workers latest by 7th of the subsequent month at the rates as per the Minimum Wages Act and as notified by the Regional/Assistant Labour Commissioner, Dibrugarh from time to time in the presence of authorized representative of the Principal Employer i.e. Engineer-In-Charge (EIC). The Engineer In-charge shall ensure that the contractor/contracting firm is making payment of wages to its labours not less than the wages notified by the appropriate authority from time to time. Minimum Wage Structures as per Govt. Circular strictly to be followed by the contractor as per Below:

For Highly Skilled Worker (Operator): Rs.707.00/day

For Skill Worker: Rs.603/day

For Semi-Skill Worker: Rs 500/day

24. TERMINATION OF CONTRACT:

a. In case, the contractor's performance is not found satisfactory as per the opinion of Engineer-In-Charge, at any point of time during contract period, the contract may be terminated by giving 7 (Seven) days' notice. Any loss incurred by the company on this account shall be recovered from the contractor. BCPL may engage another agency to complete pending jobs under this contract at the risk and cost of the contractor.

b. Without prejudice to any rights under this contract if the contractor dies, the Engineer-In-Charge on behalf of the BCPL shall have the option of terminating the contract without compensation to the contractor work. BCPL reserves the right to award the work in parts between two or more parties in case such a division found to be advantageous to BCPL.

25. Evaluation of running contract/ earlier contract executed by the bidder at BCPL Lepetkata :

If case of a bidder is executing a running contract at BCPL / have already executed one contract at BCPL, then bidder must produce performance certificate issued by BCPL against that particular contract. If a bidder fails to produce the same / or produces performance certificate with Fair/Poor rating, then the bidder will not be evaluated.



**SCHEDULE OF RATES**  
**[SOR]**  
**(TO BE SUBMITTED IN e-MODE IN NIC CPP PORTAL)**  
<https://etenders.gov.in/eprocure/app>

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

**e-Tender Helpdesk**

BCPL  
:- Phone : 0373-2914582  
Mobile : 8811017320  
Email :  
etender@bcplindia.co.in

NIC Phone : 1800-233-7315, 0120-4200462, 0120-4001002  
:- Mobile : 8826246593  
Email : cppp-nic@nic.in



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

| <b>SOR -ARC for Condition Monitoring during O&amp;M at BCPL Lepetkata, GDU &amp; Lakwa Unit for a period of 02 years</b> |                                                                                                                                  |             |                         |             |                   |                                                                            |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------------|-------------|-------------------|----------------------------------------------------------------------------|
| <b>S. No.</b>                                                                                                            | <b>ITEM DESCRIPTION</b>                                                                                                          | <b>UO M</b> | <b>QTY for 02 years</b> | <b>Rate</b> | <b>Total (Rs)</b> | <b>REMARKS (if any)</b>                                                    |
| 1.00                                                                                                                     | <b>VIBRATION MONITORING AND ANALYSIS OF ROTARY EQUIPMENTS</b>                                                                    |             |                         |             |                   |                                                                            |
|                                                                                                                          | Equipment with/without online vibration monitoring system (motor/turbine driven rotary equipments including drive,gear box,etc.) | EA          | 28000                   |             |                   | 1 unit indicates Complete assembly ( including driver and driven machines) |
| 2.00                                                                                                                     | <b>BEARING CONDITION ANALYSIS</b>                                                                                                |             |                         |             |                   |                                                                            |
|                                                                                                                          | Measurement and analysis of LR/HR value of rolling element bearings of rotary equipments as per the schedule.                    | EA          | 9400                    |             |                   |                                                                            |
| 3.00                                                                                                                     | <b>TRANSIENT ANALYSIS OF ROTARY EQUIPMENTS</b>                                                                                   |             |                         |             |                   |                                                                            |
| 3.10                                                                                                                     | Bode's Analysis                                                                                                                  | EA          | 5                       |             |                   | As and when required                                                       |
| 3.20                                                                                                                     | Polar Analysis                                                                                                                   | EA          | 5                       |             |                   |                                                                            |
| 3.30                                                                                                                     | Orbit Analysis                                                                                                                   | EA          | 5                       |             |                   |                                                                            |
| 3.40                                                                                                                     | Nyquist plot                                                                                                                     | EA          | 5                       |             |                   |                                                                            |
| 3.50                                                                                                                     | Resonance Analysis                                                                                                               | EA          | 5                       |             |                   |                                                                            |
| 4.00                                                                                                                     | <b>IN-SITU BALANCING</b>                                                                                                         |             |                         |             |                   |                                                                            |
| 4.10                                                                                                                     | In-situ balancing (upto 30 KW rating)                                                                                            | EA          | 3                       |             |                   | As and when required                                                       |
| 4.20                                                                                                                     | In-situ balancing ( 30 KW – 150 KW rating)                                                                                       | EA          | 3                       |             |                   |                                                                            |
| 4.30                                                                                                                     | To & Fro travelling charge                                                                                                       | EA          | 3                       |             |                   |                                                                            |
| Total (in Rs)                                                                                                            |                                                                                                                                  |             |                         |             |                   |                                                                            |
| GST @ ..... %                                                                                                            |                                                                                                                                  |             |                         |             |                   |                                                                            |
| <b>TOTAL BILL AMOUNT (Rs.)</b>                                                                                           |                                                                                                                                  |             |                         |             | -                 |                                                                            |