



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड Brahmaputra Cracker and Polymer Limited

(भारतसरकारकाउपक्रम) / (A Government of India Enterprise)  
प्रशासनिकभि, पो.ओ. लेपेटकटा / ADMINISTRATIVE BUILDING, PO: LEPETKATA  
जिला: डब्रुगढ़, असम / DISTT.: DIBRUGARH, ASSAM  
पिनकोड- 786006 / PIN CODE: 786006  
दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

ई-दस्ताेज / e-TENDER NO:

**BCPL/C&P/LE21W290MB/90002120**

**Dated 21.04.2022**

## ई-दस्ताेज / e-TENDER DOCUMENT FOR

**“RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL  
WORKS AT BCPL FOR A PERIOD OF ONE YEAR”.**

Open Domestic Competitive e-Bidding  
(Under Two Bid System Basis)

|                               |   |                       |
|-------------------------------|---|-----------------------|
| Tender Submission Date & Time | : | As per GeM            |
| Pre Bid meeting Date & Time   | : | As per GeM            |
| EMD Amount                    | : | Applicable As per GeM |

**Contact Person: - MANOSH JYOTI BORAH**  
Administrative Building  
BCPL Project Site, Lepetkata  
Dibrugarh-786006, Assam.  
[manosh.borah@bcplindia.co.in](mailto:manosh.borah@bcplindia.co.in)

## **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 GEM 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 GEM</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?        | Yes. Detail as per tender document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4      | Is there any guideline / instructions how to prepare EMD and Security Deposit? | Yes. Detail as per tender document. In addition to payment as mentioned in GeM portal, EMD can also be furnished in the form of DD drawn in favor of BCPL payable at Dibrugarh, Assam and also in the form of BG as per the format provided in the bid document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 5      | Is there any exemption in submission of EMD and Security Deposit?*             | <p>(i) Yes, there is exemption in submission of EMD.</p> <p>As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods &amp; services against submission of Valid NSIC Certificate/DIC <b>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.</b> MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy". (May refer note)</p> <p><b><i>However, MSE being registered as Traders / Dealers / Distributors / Stockiest / Wholesaler are not entitled for exemption of EMD.</i></b></p> <p>(ii) There is no exemption in submission of SD (Security Deposit). (Please refer foot note in *)</p> <p><b>NOTE:</b> Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <a href="https://msme.gov.in/">https://msme.gov.in/</a>).</p> <p>Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.</p> |

|    |                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                           |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6  | Whether PSU (Public Sector Undertaking) are exempted from submission of EMD                                                                                                             | Yes                                                                                                                                                                                                                                                                                       |
| 7  | If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7days of bid opening, whether bid will be accepted or not ? | Yes                                                                                                                                                                                                                                                                                       |
| 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?                                                | Pre-bid date is as mentioned in GeM portal. Bidders can contact <a href="mailto:manosh.borah@bcplindia.co.in">manosh.borah@bcplindia.co.in</a> or 9435384778 for pre-bid meeting.                                                                                                         |
| 10 | Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?                                      | Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.                                                                                                                                               |
| 11 | In which mode of bidding/tendering, BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of tender and a prerequisite of qualification of bidder in any tender?         | BEC is included in tenders floated on Open Tender/Limited Tender basis.                                                                                                                                                                                                                   |
| 12 | Is there any Criteria for formulation of BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) which is incorporated in Tender?                                                 | Yes, suitable BEC-technical is formulated which is usually incorporated in tender to ascertain the experience & BEC-Financial is also incorporated in tender to ascertain the financial capability of bidder which is a qualifying criteria of tender depending upon the job requirement. |
| 13 | Whether BEC can be relaxed for any bidder after opening of Bids?                                                                                                                        | No relaxation is permitted for inclusion of any bidder (s) who do not meet the criteria in entirety for reason only to increase the competition.                                                                                                                                          |
| 14 | Whether BEC can be modified after opening of Bids?                                                                                                                                      | Amendment/ modification/ relaxation of BEC is not permitted after opening of the bids.                                                                                                                                                                                                    |
| 15 | In which case mobilization advance is given and incorporated in payment term of tender document?                                                                                        | Mobilization advance invariably not allowed in any tender. Only in exceptional cases (like high value tender with specific reason and specific job requirement) are allowed but with interest bearing as per PLR Rate of SBI interest rate of base rate of SBI plus 6.25%.                |

# 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]                                                                          |
| SECTION-VI   | SCOPE OF WORK [SOW]                                                                                           |
| SECTION-VII  | HEALTH, SAFETY<br>ENVIRONMENT [HSE] SPECIFICATIONS                                                            |
| SECTION-VIII | SCHEDULE OF RATES [SOR]                                                                                       |

# **SECTION – I**

**INVITATION FOR BIDS [IFB]**

**INVITATION FOR BID [IFB]**

To,  
**PROSPECTIVE BIDDERS**

**DATED: 21.04.2022**

**SUB: RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR.**

**E-TENDER NO.: BCPL/C&P/LE21W290MB/90002120**

**Dear Sir/Madam,**

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

2.0 The brief details of the tender are as under:

|                   |                                               |                                                                                                                                                                                                                                                                                                                                                                         |                   |                                     |                |                                     |     |                                     |
|-------------------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------|----------------|-------------------------------------|-----|-------------------------------------|
| (A)               | BRIEF SCOPE OF SERVICE/JOB                    | RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR                                                                                                                                                                                                                                                                             |                   |                                     |                |                                     |     |                                     |
| (B)               | TENDER NO. & DATE                             | BCPL/C&P/LE21W290MB/90002120 DT. 21.04.2022                                                                                                                                                                                                                                                                                                                             |                   |                                     |                |                                     |     |                                     |
| (C)               | TYPE OF BIDDING SYSTEM                        | <table><tr><td>SINGLE BID SYSTEM</td><td><input type="checkbox"/></td></tr><tr><td>TWO BID SYSTEM</td><td><input checked="" type="checkbox"/></td></tr></table>                                                                                                                                                                                                         | SINGLE BID SYSTEM | <input type="checkbox"/>            | TWO BID SYSTEM | <input checked="" type="checkbox"/> |     |                                     |
| SINGLE BID SYSTEM | <input type="checkbox"/>                      |                                                                                                                                                                                                                                                                                                                                                                         |                   |                                     |                |                                     |     |                                     |
| TWO BID SYSTEM    | <input checked="" type="checkbox"/>           |                                                                                                                                                                                                                                                                                                                                                                         |                   |                                     |                |                                     |     |                                     |
| (D)               | TYPE OF TENDER                                | <table><tr><td>E-TENDER</td><td><input type="checkbox"/></td></tr><tr><td>MANUAL</td><td><input type="checkbox"/></td></tr><tr><td>GEM</td><td><input checked="" type="checkbox"/></td></tr></table><br>E-TENDER NO:                                                                                                                                                    | E-TENDER          | <input type="checkbox"/>            | MANUAL         | <input type="checkbox"/>            | GEM | <input checked="" type="checkbox"/> |
| E-TENDER          | <input type="checkbox"/>                      |                                                                                                                                                                                                                                                                                                                                                                         |                   |                                     |                |                                     |     |                                     |
| MANUAL            | <input type="checkbox"/>                      |                                                                                                                                                                                                                                                                                                                                                                         |                   |                                     |                |                                     |     |                                     |
| GEM               | <input checked="" type="checkbox"/>           |                                                                                                                                                                                                                                                                                                                                                                         |                   |                                     |                |                                     |     |                                     |
| (E)               | CONTRACT PERIOD                               | The contract period shall be for a period of one year from the date of LOA/FOA which can further be extended at same rate, terms & conditions at the sole discretion of BCPL.                                                                                                                                                                                           |                   |                                     |                |                                     |     |                                     |
| (F)               | BID SECURITY / EARNEST MONEY DEPOSIT          | <table><tr><td>APPLICABLE</td><td><input checked="" type="checkbox"/></td></tr><tr><td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr></table><br>Amount: <b>As mentioned in the GeM bid.</b><br>(Refer clause no.16 of ITB)                                                                                                                                  | APPLICABLE        | <input checked="" type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/>            |     |                                     |
| APPLICABLE        | <input checked="" type="checkbox"/>           |                                                                                                                                                                                                                                                                                                                                                                         |                   |                                     |                |                                     |     |                                     |
| NOT APPLICABLE    | <input type="checkbox"/>                      |                                                                                                                                                                                                                                                                                                                                                                         |                   |                                     |                |                                     |     |                                     |
| (G)               | AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S) | From ..... (....Hrs, IST) to ..... (....Hrs, IST) on following websites:<br>(i) <a href="http://www.bcplonline.co.in/">http://www.bcplonline.co.in/</a><br>(ii) <a href="#">Govt. CPP Portal</a> / BCPL's e-Procurement Portal (e-Portal)- <a href="https://etenders.gov.in">https://etenders.gov.in</a><br>(iii) Government E-Market (Gem) Portal<br>(iv) PMC, if any; |                   |                                     |                |                                     |     |                                     |

|            |                                           |                                                                                                                                                                                                                                                                  |
|------------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>(H)</b> | DATE, TIME & VENUE OF PRE-BID MEETING     | As per the date mentioned in GeM bid at BCPL, C&P department on prior intimation of participation by interested bidders to the undersigned or bidders can e-mail their queries to <a href="mailto:manosh.borah@bcplindia.co.in">manosh.borah@bcplindia.co.in</a> |
| <b>(I)</b> | BID DUE DATE AND TIME (ON OR BEFORE)      | <b>As per GeM</b>                                                                                                                                                                                                                                                |
| <b>(J)</b> | DATE, & TIME OF UN-PRICED BID OPENING     | <b>As per GeM</b>                                                                                                                                                                                                                                                |
| <b>(K)</b> | CONTACT DETAILS OF TENDER DEALING OFFICER | Name : Manosh Jyoti Borah<br>Designation: Sr. Manager<br>E-mail : <a href="mailto:manosh.borah@bcplindia.co.in">manosh.borah@bcplindia.co.in</a><br>M: 9435384778                                                                                                |
| <b>(L)</b> | DEALING BCPL'S OFFICE ADDRESS             | Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Dibrugarh, Assam, Pin Code:786006,                                                                                   |

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 In case of E-Tender, bid must be submitted only on <https://etenders.gov.in>. Further, the following documents in addition to uploading in the bid on BCPL's e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the Bid Due Date provided the scanned copies of the same have been uploaded in e-Portal by the bidder along with e-bid within the Bid Due Date & Time, to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]:-
  - i) EMD/Bid Security (if applicable) / Declaration for Bid Security
  - ii) Power of Attorney
  - iii) Integrity Pact
- 5.0 In case of Manual Tenders, bids complete in all respect should reach at the address specified in Bidding Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.
- 6.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.
- 7.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).  
The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.
- 8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated. In case of manual tendering, Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.

9.0 All the bidders including those who are not willing to submit their bid, are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.

10.0 **REGISTRATION OF SERVICE PROVIDER ON GOVERNMENT e-MARKETPLACE (GeM)**

Government of India has introduced an online procurement portal – ‘Government e-Marketplace (GeM)’ with the aim to transform the way in which public procurement of goods and services is done by the Government Ministries/Departments, PSUs, autonomous bodies etc. GeM aims to enhance transparency, efficiency and speed in public procurement.

BCPL is already registered on GeM as Buyer and have started procurement through GeM.

(i) Service Provider providing Services are required to register on GeM and obtain a unique GeM Seller ID, and provide the Seller ID in bid or before placement of Letter of Acceptance.

(ii) Seller ID will also to be incorporated in Letter of Acceptance issued by BCPL.

The detailed process of registration is available on GeM Portal (i.e. <https://gem.gov.in/>).

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

12.0 **Bidders willing to submit Earnest Money Deposit (EMD) in the form of Bank Guarantee (BG) can also transmit BG through SFMS to BCPL banker with banker's details as mentioned below:**

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

Name of Bank : ICICI Bank

Branch: GUWAHATI - FANCY BAZAR

IFSC: ICIC0000543

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

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

EMD can also be furnished in the form of Bank Guarantee as per the format provided in the tender document or in the form of Demand Draft drawn in favor of Brahmaputra Cracker & Polymer Limited payable at Dibrugarh, Assam.

This is not an Order.

For & on behalf of  
For Brahmaputra Cracker & Polymer Limited

(Authorized Signatory)

Name : Manosh Jyoti Borah

Designation : Sr. Manager

E-mail ID : [manosh.borah@bcplindia.co.in](mailto:manosh.borah@bcplindia.co.in)

M: 9435384778

# **SECTION-II**

BID EVALUATION CRITERIA [BEC]

AND

PRICE BID EVALUATION METHODOLOGY

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

1.1.1 The bidder must have **executed** at least one (01) single work order/contract/agreement of any “**Civil Construction & Structural works**” having value not less than **Rs. 1.89 Crores** (inclusive of taxes) in the preceding seven (07) years reckoned from the due date of unpriced bid opening.

1.1.2 In case of running contract for the jobs as mentioned at sl. no. 1.1.1 above, the contract **VALUE** executed till **one day prior to due date of bid submission** is equal to or more than the minimum prescribed **VALUE** mentioned above at BEC clause no. 1.1.1, such experience shall also be taken into consideration provided that the bidder has submitted satisfactory work execution certificate issued by the end user / owner / authorized consultant.

### **Note 1:**

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

b) In case the applicability of taxes is silent on the executed/completed value of the documents furnished for proof of executed/completed value, the same shall be considered as inclusive and shall be evaluated accordingly.

## **1.1.3 Relaxed Norms for Startups (prior experience criteria):**

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

*For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India and the certificate should 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 also notarized by notary public with legible stamp.***

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

*In case, certificate of DIPP does not specify goods / job domain, startups are required to submit the documents for the same including the application submitted to DIPP.*

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

### **1.2.1 TURNOVER:**

The **minimum annual turnover** of the Bidder as per the audited financial result (Balance sheet and profit & Loss account statement) of any of the preceding three (03) financial years (**FY: 2020-21 or 2019-20 or 2018-2019**) shall be **Rs. 1.89 crores**.

### **1.2.2 NET WORTH:**

Net worth of the bidder shall be **positive** as per the **last audited financial statement, i.e., FY: 2020-21**.

### **1.2.3 WORKING CAPITAL:**

The minimum working capital of the Bidder as per the last audited financial statement, **i.e., FY: 2020-21** shall be **Rs. 37.84 lacs**.

*In case Bidder’s working capital is inadequate or negative, the bidder shall submit a letter from the Bidder’s bank as per **Format F-15** having net worth not less than **Rs. 100 Crore**, confirming the availability of the line of credit to meet the working capital requirement as mentioned above at **BEC clause no. 1.2.3** (Format attached along with tender document).*

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

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

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

1.3 Documents/Documentary Evidence required to be uploaded (submitted) in GeM portal by the bidder along with other bid documents for qualifying the BEC mentioned at sl. no. 1.1 and 1.2:

| Sn | BEC Clause no. | Description                                                                                                                                                                    | Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | 1.1            | <b>Technical Experience Criteria – Document</b><br>All documents to be uploaded (submitted) must be <b>attested by Chartered Engineer and also notarized by notary public.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 1. | 1.1.1          | Experience against execution & completion of order                                                                                                                             | a) Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the job which has been completed / executed fully for the jobs (as mentioned at sl. no. 1.1.1 above) along with the details of SOR items & scope of work.<br>b) Completion Certificate against the Work Order/LOA/Agreement submitted as mentioned at point "a" above. The Completion Certificate must contain the detailed information of the order i.e, LOA/Work 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 Completion certificate should have been issued by the end-user/owner/authorized consultant.                                                                                                                                                   |
| 2  | 1.1.2          | Experience against execution of running Contract                                                                                                                               | a) Bidder must upload (submit) the Copy of detailed Work Order/LOA/Agreement for executing the Contract which is still running for the jobs (as mentioned at sl. no. 1.1.1 above) along with the details of SOR items & scope of work.<br>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. 1.1.1 above. The execution certificate 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, Full Address of Client, officer issuing certificate etc. The Execution Certificate should have been issued by the end-user/owner/authorized consultant. |

| Sn                                                                                                                                                                                                                                                                                                      | BEC Clause no. | Description                                                                                                                                                                                                                                                                                                                               | Documents required along with Un-priced bid for qualifying BEC (Bid Evaluation Criterion)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3                                                                                                                                                                                                                                                                                                       | 1.1.3          | Documents against Startup Company                                                                                                                                                                                                                                                                                                         | <p>a) Bidder to upload / submit the copy of valid 'Certificate of Recognition' issued by Dept. of Industrial Policy and Promotion, Ministry of Commerce &amp; Industry, Govt. of India duly <b>certified by the Chartered Accountant</b> (not being an employee or a Director or not having any interest in the bidder's company / firm) <b>and notary public with legible stamp.</b></p> <p>b) In case, certificate of DIPP does not specify goods / job domain, startups are required to submit the documents for the same including the application submitted to DIPP.</p>                                            |
|                                                                                                                                                                                                                                                                                                         | 1.2            | <b>Financial Experience Criteria- Document</b><br>[All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1 (Not applicable for 'Startup' as mentioned in BEC clause no. 1.2.4 above), 1.2.2 & 1.2.3 of above BEC} to be submitted / uploaded must be <b>notarized by notary public.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 4                                                                                                                                                                                                                                                                                                       | 1.2.1          | Annual Turn-over (Not mandatory for start-ups)                                                                                                                                                                                                                                                                                            | Bidder has to upload / submit the audited financial results (Balance sheet and profit & Loss account statement) for the immediate 3 preceding financial years as per BEC clause no. 1.2.1 above i.e. <b>FY: 2020-21 or 2019-20 or 2018-2019.</b>                                                                                                                                                                                                                                                                                                                                                                         |
| 5                                                                                                                                                                                                                                                                                                       | 1.2.2          | Net worth (Mandatory for all bidders)                                                                                                                                                                                                                                                                                                     | Bidder(s) shall submit copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e. <b>FY: 2020-21.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6                                                                                                                                                                                                                                                                                                       | 1.2.3          | Working capital (Mandatory for all bidders)                                                                                                                                                                                                                                                                                               | <p>Bidder(s) shall submit copy of audited financial statement Balance sheet and Profit &amp; Loss account statement for the last audited Financial Year, i.e. <b>FY: 2020-21.</b></p> <p><i>If the bidder's working capital is negative or inadequate as per BEC clause no. 1.2.3, the bidder shall submit/upload a letter from the bidder's bank as per <b>Format, F-15</b> having net worth not less than <b>Rs.100 crores</b>, confirming the availability of line of credit to meet the working capital requirement as mentioned above at <b>BEC clause no. 1.2.3</b> (Format specified in tender document).</i></p> |
| <p align="center"><u>NB for 1.2.1, 1.2.2 &amp; 1.2.3 under point 1.3 above:</u></p> <p><b>Bidder has to compulsorily submit the audited financial results for the immediate 3 preceding financial years (subject to Govt. circular for extension of the last date for finalization of account).</b></p> |                |                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 7.                                                                                                                                                                                                                                                                                                      | 1.2.4          | <b>Format F-16</b> (Mandatory for all bidders)                                                                                                                                                                                                                                                                                            | "Details of financial capability of bidder" shall be submitted in the prescribed <b>Format, F-16</b> (of tender document) duly signed and stamped by a <b>Chartered Accountant only.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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

- i) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However jobs executed for a subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of Tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payment of Statutory tax in support of the job executed for subsidiary/Fellow subsidiary/Holding company. Such bidders to upload (submit) these documents in addition to the documents specified in the bidding documents to meet BEC.
- ii) Bids of Joint Venture / Consortium are not acceptable.
- iii) Experience of bidder acquired as a subcontractor can be accepted against submission of work completion certificate from end user by such bidder along with other specified documents as mentioned in sl. no. 1.3 above under BEC clause no. 1.1.1.
- iv) Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.
- v) Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.
- vi) The cut-off date for meeting the criteria of BEC of the tender shall be one day prior to the due date for submission of bid.
- vii) 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: For details, relevant clause of ITB to be referred.

**2.0 Methodology for Evaluation of Bids:**

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

The evaluation will be done on overall L1 basis and will be evaluated for award.

- 2.2 If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startups shall be placed for the quantity as per distribution methodology defined in Section-II of tender document.
- 2.3 In case of **a tie** at the lowest bid (L1) position between two or more non-Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.
- 2.4 In case, there is **a tie** at the lowest bid (L1) position between only Startup bidders, the LOA / Order shall be placed on the Startup who is registered earlier with Department of Industrial Promotion and Policy for startup.
- 2.5 In case, there is **a tie** at the lowest bid (L1) position between Startup bidders and non-Startup bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year, **duly certified by Chartered accountant**.

**2.6 CLAUSE REGARDING PROVISION FOR PP-LC (FOR DETAILS – REFER RELEVANT CLAUSE OF ITB):**

*While evaluating the bid, bidder option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC or PPP-2012) will be considered. For price matching and distribution of quantities among bidders, the precedence shall be in the following order:-*

*(a) Public Procurement Policy for MSE 2012*

*(b) Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC).*

*In this case, tender is non-splitable. Therefore, the entire contract would be awarded to the lowest techno-commercially qualified ‘Class I Local supplier’, subject to matching L1 rate along with fulfilling PP-LC criteria, if such bidders are available.*

**2.7 CPBG:**

*The contract performance security shall be 3% of Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 03 months beyond the contract period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of GST. Details as per ITB of Tender document.*

**2.8 PPP Policy 2012:**

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

**2.9 CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A BIDDER SHARES A LAND BORDER WITH INDIA (FOR DETAILS – REFER RELEVANT CLAUSE OF ITB):**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details, relevant clause of ITB to be referred.

**NOTE TO "BID EVALUATION CRITERIA [BEC]"**

**[FOR STRICT COMPLIANCE]**

- [I] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES/DOCUMENTS/ INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE "ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.
- [II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.
- [III] BIDDERS MAY NOTE THAT THE EVALUATION METHODOLOGY & TERMS & CONDITIONS SHALL BE AS PER THIS RFQ / TENDER DOCUMENT ONLY, AND MAY NOT FOLLOW GeM METHODOLOGY. IN CASE OF ANY CONFLICT OF ANY CLAUSE MENTIONED HEREIN (THIS TENDER) & GEM, THE CLAUSE MENTIONED IN THIS RFQ / TENDER DOCUMENT SHALL ONLY FOLLOWS.

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# **SECTION-III**

**INSTRUCTION TO BIDDERS [ITB]**

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

## **SECTION-III**

# **INSTRUCTION TO BIDDERS**

## **INDEX**

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

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

### **[B] TENDER DOCUMENT:**

7. CONTENTS OF TENDER DOCUMENT
8. CLARIFICATION OF TENDER DOCUMENT
9. AMENDMENT OF TENDER DOCUMENT

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

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. TAXES & DUTIES
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSITE (EMD)
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 BID
22. DEADLINE FOR SUBMISSION OF BID
23. LATE BID
24. MODIFICATION AND WITHDRAWAL OF BID

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

25. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE PURCHASER
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
33. QUANTITY VARIATION
34. PURCHASE PREFERENCE

**[F] AWARD OF CONTRACT:**

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. DISPATCH SCHEDULE
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. PACKING INSTRUCTIONS
42. VENDOR PERFORMANCE EVALUATION
43. MENTIONING OF PAN NO. IN INVOICE/BILL
44. SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER-SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH PERMANENT MACHINERY OF ARBITRATION (PMA) IN THE DEPARTMENT OF PUBLIC ENTERPRISE
45. DISPUTE RESOLUTION
46. REPEAT ORDER
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:
48. PROVISIONS FOR STARTUP (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)
49. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
50. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
51. PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT

**[G] ANNEXURES:**

**Related to BEC:**

1. **ANNEXURE-A:** 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
2. **ANNEXURE-B:** PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
3. **ANNEXURE-C:** POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

**Related to ITB:**

1. **ANNEXURE-I:** PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
2. **ANNEXURE-II:** PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS
3. **ANNEXURE-III:** INSTRUCTIONS FOR PARTICIPATION IN E-TENDER
4. **ANNEXURE-IV:** BIDDING DATA SHEET (BDS)

## **INSTRUCTIONS TO BIDDERS [ITB]**

### **[A] – GENERAL**

#### **1 SCOPE OF BID:**

- 1.1 The Purchaser as defined in the "General Conditions of Contract-Goods [GCC-Goods]", wishes to receive bids as described in this invitation for bid (the “**Tender Document /Bid Document**”) issued by the Employer. Employer/Owner/BCPL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender 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 Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' 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 ITB, Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by BCPL/GAIL or Public Sector Project Management Consultant (like EIL, ~~Mecor~~ etc. 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 Annexure-I, 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.

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 about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

- 2.3 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to BCPL by the bidder.

It shall be the sole responsibility of the bidder to inform BCPL there status on above on due date of submission of bid and during the course of finalization of the tender.

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

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

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

2.4 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.

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

2.6 Power of Attorney:

Power of Attorney (POA) to be issued by the bidder in favour of the authorised employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder(including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

The Power of Attorney shall be issued as per the constitution of the bidder as below:

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

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

2.7 In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to BCPL promptly. Failure to same shall be considered as misrepresentation by the bidder.

**3 BID FROM "CONSORTIUM"/"JOINT VENTURE" - NOT APPLICABLE**

**4 ONE BID PER BIDDER:**

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

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. (4.1) and (4.2) 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:**

- 5.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, BCPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

**6 SITE VISIT:**

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

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**[B] – TENDER DOCUMENT**

**7 CONTENTS OF TENDER DOCUMENT:**

- 7.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s) ' issued in accordance with "ITB: Clause- 8 & 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 : Specifications, Scope of Work and Drawing [*Dealing Officer to modify*]
- Section-VII : Health, Safety Environment [HSE] Specifications
- Section-VIII : Schedule of Rates

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

\*\* The subject tender is based on standard formats and applicability of some specific clauses may be seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet)

\*\*\* General Conditions of Contract – Service is available on BCPL's Tender website

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents.. The RFQ & 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 TENDER DOCUMENT:**

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or email at BCPL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. 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 BCPL's tendering web site / communicated to prospective bidders by e-mail.
- 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', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Bidding Documents by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (G) of IFB/communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

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## **[C] – PREPARATION OF BID**

### **10 LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BCPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an

English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

## **11. DOCUMENTS COMPRISING THE BID:**

### **11.1 IN CASE OF MANUAL TENDERING:**

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

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) Copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB
- (j) EMD in original (in case of manual tendering) / copy of EMD (in case of e-Tender), Declaration for Bid Security as per provision of ITB
- (k) Undertaking as per *Form-1 to Annexure-C to Section-III* by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.
- (l) Undertaking as per *Form-2 to Annexure-C to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-C to Section-III*.
- (m) Undertaking as per *Form-I to Annexure-B to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (n) All forms and Formats including Annexures
- (o) 'Integrity Pact' as per 'Form F-13' – Not applicable
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA..
- (q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (r) Any other information/details required as per Bidding Document

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

#### **11.1.2 ENVELOPE-II: Price Bid**

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. BCPL shall not be responsible for any failure on the part of the

bidder to follow the instructions.

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

11.1.3 In case of bids invited under Single Bid System (clause no. 2.0(C) of IFB refers), all the documents as specified at Clause 11.1.1 & 11.1.2 of ITB can be submitted in single envelope /folder, as per instructions of Tender Document.

#### 11.2 **IN CASE OF E-TENDERING:**

Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III), Ready Reckoner for Bidders and FAQs available in e-portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The Bid must be submitted on BCPL's e-portal (<https://etenders.gov.in>) as follows

11.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security / Declaration for Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the private area earmarked (Tender Document) in the BCPL's e-tendering portal. Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

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

was earlier uploaded by the Bidder.

### 11.2.2 **PART-II: PRICE BID**

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

*[In case of online bidding, necessary modifications w.r.t. SOR attachment and provisions for online filling the rate and its attachment, should be mentioned]*

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

## 12 **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 & duties 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 Service Provider 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.
- Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.
- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 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 Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in SOR.

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

- 13.1 Bidders are required to mention the GST Registration No. in 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 Service Provider only. Service

Provider providing taxable service shall issue an e-Invoice/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 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 CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Service Provider has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Contactor shall be put under Holiday list of BCPL 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 BCPL.

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 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 quoted **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 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 Service Provider at actuals against submission of E-Invoices/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 quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.

13.6 Where 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 Service Provider at actuals against submission of E-Invoices/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 quoted **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 (if applicable as per Govt. Act/ Law in vogue). 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. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid 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 Service Provider / Supplier.

13.9 Service Provider shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable BCPL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

If input tax credit is not available to BCPL for any reason not attributable to BCPL, then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the Service Provider under this contract or under any other contract.

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 Service Provider / supplier may note the above and quote their prices accordingly.

13.11 In case the GST rating of Service Provider on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by BCPL. Further, in case rating of bidder is negative / black listed after award of work, then BCPL shall not be obligated or liable to pay or reimburse GST to such Service Provider 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 in Schedule of Rates, 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 “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

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

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

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

**13.14 Provision w.r.t. E- Invoicing requirement as per GST laws:**

Supplier who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices.

Therefore, all the payments to such supplier who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods with requisite details.

If input tax credit is not available to BCPL for any reason attributable to supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format F-15 along with documents for release of payment.

- 13.15 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining its applicability with respect to the Contract.

**14 BID CURRENCIES:**

Bidders must submit Bid in Indian Rupees only.

**15 BID VALIDITY:**

- 15.1 Bid 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 Purchaser may request the Bidder 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 email. A Bidder may refuse the request without forfeiture of his 'EMD/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 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

**16 EARNEST MONEY DEPOSIT (EMD):**

- 16.1 Bid must be accompanied with earnest money (i.e **Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' [in favour of **Brahmaputra Cracker and Polymer Limited** payable at place mentioned in **BDS**] or '**Bank Guarantee**' strictly as per the format given in form F 2B of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months.

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

- 16.2 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.3 Any Bid not secured in accordance with "ITB: Clause-16.1, 16.2 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity' period
  - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
  - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
  - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
  - (e) In the case of a successful Bidder, if the Bidder fails to:
    - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
    - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
    - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs/ Startups are exempted from the payment of EMD.
- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.
- In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.
- 16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

#### **16A DECLARATION FOR BID SECURITY**

Earnest Money Deposit/Bid Security is not applicable.

However, all the bidder (including MSEs, Startups) is required to submit Declaration for Bid Security in bid as per proforma at Form F-2A.

**17 PRE-BID MEETING (IF APPLICABLE):**

- 17.1 The Bidder(s) or his designated representative are invited to attend a “Pre-Bid Meeting” which will be held at Date, Time & Venue as specified in IFB. It is expected that a Bidder shall not depute more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on demonstration of e-tendering process.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on BCPL e-tendering website against the Tender as specified in "ITB: Clause-8. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

**18 FORMAT AND SIGNING OF BID:**

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) has 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(s) signing the Bid.
- 18.3 ***In case of e-tendering, digitally signed documents to be uploaded as detailed in link of procedure for e-tendering placed at Annexure-III to Section III.***

**19 ZERO DEVIATION AND REJECTION CRITERIA:**

- 19.1 ZERO DEVIATION: Deviation to terms and conditions of Tender Document may lead to rejection of Bid. BCPL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, BCPL will determine the substantial responsiveness of each bid to the Tender Document 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 Tender Document without deviation(s) or exception n(s). 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 (ies) to the Bidder(s), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the Bid shall be sought, offered or permitted. The substance of the Bid includes but not limited to prices, completion/delivery period, scope, technical specifications etc. Bidder is

requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid 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 Bond / Bid Security declaration
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid

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

## 20 **E-PAYMENT:**

Brahmaputra Cracker and Polymer Limited has initiated payments to Service Providers electronically and to facilitate the payments electronically through ‘e-banking’.

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## **[D] – SUBMISSION OF BIDS**

### 21 **SUBMISSION, SEALING AND MARKING OF BID:**

- 21.1 In case of e-tendering, bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 In case of manual tendering bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.3 All the bids shall be addressed to the owner at address specified in IFB.
- 21.4 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

### 22 **DEADLINE FOR SUBMISSION OF BID:**

- 22.1 In case of e-bidding, the bids must be submitted through e-tender mode not later than

the date and time specified in the tender documents/BDS.

- 22.2 In case of manual tendering EMD along with bid must be submitted within the due date & time as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.
- 22.3 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on BCPL's website/ communicated to the bidders.

**23 LATE BID:**

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 In case of e-tendering, e-tendering system of BCPL shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.
- In case of manual tendering, bids received by BCPL after the due date for submission of bids shall not be considered. Such late bids shall be returned to the bidder within "10 days" in 'unopened conditions'. The EMD of such bidders shall be returned along with the un-opened bid. In case of e-tendering, where the EMD/physical documents has been received but the bid is not submitted by the bidder in the e-tendering portal, such EMD/ physical documents shall be returned immediately.
- 23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.
- 23.4 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 BID:**

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

**24.1.1 IN CASE OF E- TENDERING**

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

**24.1.2 IN CASE OF MANUAL BIDDING**

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

- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number:...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach

concerned dealing official of BCPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

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

**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(s) or any obligations to inform the affected Bidder(s) 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.

**26 BID OPENING**

**26.1 Un priced 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 bid is determined to be technically and commercially responsive. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present on a short notice.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the Due Date & Time of Bid Opening as specified in the Tender Document.

**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 Bidder(s) or any other persons not officially concerned with such process.

**28     CONTACTING THE PURCHASER:**

- 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.
- 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 for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

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

- 29.1 The Employer'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 / Bid Security Declaration
  - (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, specifications etc. of the Bidding Documents without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the Tender Documents.
  - b) "Reservation" is the setting of limiting condition(s) 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 for evaluation of bid.
- 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 Document.
    - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Bidder's obligation 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 in Price Schedule/SOR will be corrected by the Employer as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
  - (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
  - (i) 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
  - (ii) 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.
- 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 EMD shall be forfeited~~ /actions shall be invoked as per Declaration for Bid Security.

**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:**

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document on lowest bid basis.

Refer BDS for tie breaker criteria.

**33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE**

**34 PURCHASE PREFERENCE:**

Purchase Preference to Micro and Small Enterprises (MSEs) or Purchase Preference to Local Content (PP-LC) bidders / Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

The policy for providing Purchase Preference (linked with Local content) is enclosed as Annexure C herewith.

## **[F] – AWARD OF CONTRACT**

### **35 AWARD:**

Subject to “ITB: Clause-29.0”, BCPL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that Bidder, is determined to be qualified to satisfactorily perform the Contract.

***“BCPL intent to place the contract directly on the address from where Services are to be rendered. In case, bidder wants contract at some other address or Services are to be rendered from multiple locations, bidder is required to provide in their bid, the address on which contract is to be placed”.***

BCPL will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder..

### **36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]:**

- 36.1 Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 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 Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 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 SIGNING OF AGREEMENT**

- 37.1 The successful Bidder/Service Provider 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/Service Provider] and of ' State of India' specified in Bidding Data Sheet (BDS)

only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for ~~forfeiture of EMD~~ Action as per Bid Security declaration

- 37.2 The format for signing Contract Agreement in English is attached with this Bidding Document.

**38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]:**

- 38.1 Within 30 days of the receipt of the notification of award/ FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, CPS shall not be applicable in cases wherein the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).

- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. 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.

- 38.3 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and ~~forfeiture of the EMD~~ action as per declaration for Bid Security.
- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.5 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17<sup>th</sup> July 2012. The successful bidder can submit CPS online through issuing bank to BCPL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by BCPL.
- 38.5 The successful bidder can also submit the SD/CP G through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BCPL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish SD/CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.
- 38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of

Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of GAIL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Guarantee against FOA/DLOA/PO no. \_\_\_\_\_ (contractor/ vendor to specify the FOA/DLOA/PO No.)" under remarks column of such transaction on respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance.

- 38.7 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by BCPL. The forfeiture amount will be subject to final decision of BCPL based on other terms and conditions of order.
- 38.8 The Service Provider will also submit covering letter along with CPS as per format at F-4.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.

**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 Prevision Policy document is available on BCPL's website ([www.bcplonline.co.in](http://www.bcplonline.co.in)).
- 39.3 Name and contact details of nodal officer- refer BDS:
- 3.94 **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 or elsewhere in the Purchase Order, in case it is found that the Service Provider/Bidder indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BCPL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-I), the Service Provider/Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, to such Bidder/Supplier.

The Service Provider/Bidder understands and agrees that in such cases where Service Provider/Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on the Service Provider/Bidder and the 'Arbitration Clause' mentioned in the GCC or 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 (MSE):**

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

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD.
- iii) In Tender participating Micro and Small Enterprises quoting price within the price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the 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%, 4% 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 MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) 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.

The MSE(s) owned by Women shall mean:-

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

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit the following:

- (i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>).

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

- (ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

The above document(s) 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.

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

- 40.4 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 as per provision mentioned at clause no.40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

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

- 40.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

- 40.7 It may be noted that Government of India has implemented Trade Receivable Discounting System (TreDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TreDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. BCPL is already registered on the following TreDS platform:

- M/s A. TREDS (Invoicemart), Mumbai

MSME Bidders are required to register on the TreDS platform. The MSME vendors can avail the TREDS facility, if they want to.

- 40.8 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006.

#### **41 AHR ITEMS**

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

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

#### **42 VENDOR PERFORMANCE EVALUATION:**

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as 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 TDS**

(i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

##### **(ii) Higher rate of TDS for non-filers of ITR**

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not file their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

##### **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 transactions related to procurement of goods / services/ exceeding Rs.2Lacs per transaction or as amended from time to time.

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

Payment of Supplier shall be processed only after fulfilment of above requirement.

#### **44. DISPUTE RESOLUTION**

##### **1. 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 15days from the date of issue raised.
- (iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.
- (iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation 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.

### **45. 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.

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

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

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

47 **PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:**

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

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

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

49 **PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) (FOR APPLICABILITY REFER BDS)**

As mentioned in Section-II, Prior turnover and prior experience shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section-II. Further, the Startups are also exempted from submission of EMDs, if applicable.

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

50 **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, supplier should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If supplier has raised the invoice for full value, then supplier should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if service provider fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BCPL will release the payment to service provider after giving effect of the PRS clause with corresponding reduction of taxes charged on service provider's invoice, to avoid delay in payment.

In case any financial implication arises on BCPL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier. BCPL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by BCPL in future to the service provider under this contract or under any other contract.

51 **UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS**

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

.....

**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.

(i) 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:

(a) **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, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

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**FORMAT OF AGREEMENT TO BE EXECUTED BETWEEN BIDDER AND THEIR FOREIGN BASED SUPPORTING COMPANY ON INDIAN STAMP PAPER OF REQUISITE VALUE DULY NOTARIZED**

This agreement made this \_\_\_\_ day of \_\_\_\_ month \_\_\_\_ year by and between M/s. \_\_\_\_\_ (Fill in Bidder's full name, constitution and registered office address) \_\_\_\_\_ hereinafter referred to as bidder on the first part and M/s. \_\_\_\_\_ (Fill in full name, constitution and registered office address company which hold more than fifty percent of the paid up share capital of the bidding company or vice versa) hereinafter referred to as "Supporting Company" of the second part.

Whereas

M/s Brahmaputra Cracker and Polymer Ltd. (hereinafter referred to as BCPL) has invited offers vide their tender No. \_\_\_\_\_ for \_\_\_\_\_ and M/s. \_\_\_\_\_ (Bidder) intends to bid against the said tender and desires to have technical support of M/s. \_\_\_\_\_ [Supporting Company]. And whereas Supporting Company represents that they have gone through and understood the requirements of the subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

- a) M/s. \_\_\_\_\_ (Bidder) will submit an offer to BCPL for the full scope of work as envisaged in the tender document as a main bidder and liaise BCPL directly for any clarifications etc. in this context.
- b) M/s. \_\_\_\_\_ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the BCPL.
- c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- d) This agreement will remain valid till validity of bidder's offer to BCPL including extension if any and till satisfactory performance of the contract, the same is awarded by BCPL to the bidder.
- e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BCPL.
- f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BCPL, however without prejudice to any rights that BCPL might have against the Supporting Company.
- g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severally responsible to BCPL for the performance of works during contract period and for the satisfactory execution of the contract, and for all the consequences for non-performance thereof.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

For and on behalf of  
(Bidder)  
M/s.

Witness:

- 1)
- 2)

For and on behalf of  
(Supporting Company)  
M/s.

Witness:

- 1)
- 2)

**GUARANTEE BY THE FOREIGN BASED SUPPORTING COMPANY/ GUARANTOR**

THIS DEED OF GUARANTEE executed at ..... this ..... day of ..... by M/s ..... (mention complete name) a company duly established and existing under the laws of .....(insert country), having its Registered Office at ..... hereinafter called “the Guarantor and/ or the Supporting Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

FOR

M/s ..... (bidder) a company duly established and existing under the laws of ..... (insert country), having its Registered Office at ..... hereinafter called the “Bidder” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assignees.

TOWARDS

M/s **Brahmaputra Cracker and Polymer Ltd., Lepetkata**, a company duly registered under the law of India having its Registered Office at 1st Floor, House No 6, Bhuvan Road, Uzanbazar, Guwahati Assam, Pin-781001, and having Purchase center at ..... hereinafter called “BCPL” which expression shall unless excluded by or repugnant to the context thereof, be deemed to include its successor and assignees

WHEREAS BCPL has invited tender number ..... for ..... on ....., and the bidder has submitted its bid number..... in response to the above mentioned tender invited by BCPL. AND WHEREAS the bidder/ Guarantor Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.

AND WHEREAS one of the condition for acceptance of Bidder’s bid against said tender is that in case the bidder is seeking to qualify upon the technical credentials of its Guarantor Company, then the bidder shall arrange a guarantee from its Guarantor Company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the BCPL at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical and such other supports as may be required by the Bidder for successful execution of the same.

The Bidder and the Guarantor have entered into an agreement dated ..... as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work under the tender, if the contract is awarded to the Bidder.

Accordingly, at the request of the Bidder and in consideration of and as a requirement for the BCPL to enter into agreement(s) with the Bidder, the Guarantor hereby guarantees and undertakes that upon award of Contract to Bidder against bid number ....., made by the Bidder under tender number.....:

1. The Guarantor unconditionally agrees that in case of non-performance by the Bidder of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the BCPL, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the BCPL and duly perform the obligations of the Bidder to the satisfaction of the BCPL.
2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.
3. The Guarantor shall be jointly and severally responsible to BCPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.

4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between BCPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.
5. The Guarantor agrees to execute a Corporate Guarantee in favour of BCPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BCPL.
6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BCPL.
7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BCPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.
8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.
9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor OR (applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security) In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. (Strike through the clause whichever is not applicable)
10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

official seal \_\_\_\_\_

Witness:

1. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

#### INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.
2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

**CERTIFICATE ISSUED BY COMPANY SECRETARY OF THE GUARANTOR COMPANY**

“Obligations contained in deed of guarantee No. \_\_\_\_\_ furnished against tender No. \_\_\_\_\_ are enforceable against the Guarantor Company and the same do not, in any way, contravene any law of the country of which the Guarantor Company is the subject.”

The above certificate should be enclosed along with the Guarantee.

PROFORMA OF "BANK GUARANTEE" TOWARDS PERFORMANCE SECURITY BY  
FOREIGN BASED SUPPORTING COMPANY OF THE BIDDING COMPANY  
CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,  
M/s Brahmaputra Cracker and Polymer Ltd.

Dear Sir(s),

M/s. \_\_\_\_\_  
having registered office at \_\_\_\_\_ (herein after called the  
"CONTRACTOR/ SUPPLIER/SERVICE PROVIDER" which expression shall wherever the  
context so require include its successors and assignees) have been placed/ awarded the  
job/work of \_\_\_\_\_ vide PO/LOA/FOA  
No. \_\_\_\_\_ dated \_\_\_\_\_ (herein after called CONTRACT/  
ORDER) for Brahmaputra Cracker and Polymer Ltd. having registered office at 1st Floor,  
House No 6, Bhuban Road, Uzanbazar, Guwahati Assam, Pin-781001 & project office at  
Administrative Building, BCPL, Lepetkata, Dibrugarh, Assam, PIN - 786006 (herein after  
called the "BCPL" which expression shall wherever the context so require include its  
successors and assignees).

Further, M/s \_\_\_\_\_ (Name of the Supporting company) having its registered/head  
office at \_\_\_\_\_ based on whose experience/technical strength, the  
CONTRACTOR/SUPPLIER/SERVICE PROVIDER has qualified for award of contract  
(hereinafter referred to as the 'SUPPORTING COMPANY') which expression shall, unless  
repugnant to the context or meaning thereof include all its successors, administrators,  
executors and assignees) has agreed to provide complete technical and other support to the  
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the  
contract/order as mentioned above, entered between BCPL and the  
CONTRACTOR/SUPPLIER/SERVICE PROVIDER and BCPL having agreed that the  
'SUPPORTING COMPANY' shall furnish to BCPL a performance guarantee for Indian  
Rupees/US\$ ..... towards providing complete financial and other support to the  
CONTRACTOR/SUPPLIER/SERVICE PROVIDER for successful completion of the  
contract/order as mentioned above,

1. The said M/s. \_\_\_\_\_ (Supporting  
Company) 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.
2. We (name of the bank) \_\_\_\_\_ registered under the  
laws of \_\_\_\_\_ having head/registered office at  
\_\_\_\_\_ (hereinafter referred to as "the Bank", which  
expression shall, unless repugnant to the context or meaning thereof, include all its  
successors, administrators, executors and permitted assignees) do hereby guarantee

and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BCPL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BCPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BCPL may have in relation to the 'SUPPORTING COMPANY's liabilities.
4. The Bank further agrees that BCPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BCPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BCPL or any indulgence by BCPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) \_\_\_\_\_ (Indian Rupees/US Dollars (in words) \_\_\_\_\_ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) \_\_\_\_\_.
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

E-mail :

Telephone/Mobile No. :

#### 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 at clause no. 16.1 of ITB of Tender Document.
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 Purchaser.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs.100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.

## **Annexure-B**

### **PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

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

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. "Bidder from a country which shares a land border with India" for the purpose of this:

An entity incorporated, established or registered in such a country; or

A subsidiary of an entity incorporated, established or registered in such a country; or

An entity substantially controlled through entities incorporated, established or registered in such a country; or

An entity whose beneficial owner is situated in such a country; or

An Indian (or other) agent of such an entity; or

A natural person who is a citizen of such a country; or

A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

"Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;

"Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

#### **7. SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I to Section-II.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

**Form-I of Annexure-B**  
**UNDERTAKING ON LETTERHEAD**

To,  
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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SUB: "RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR."

e-TENDER No.: BCPL/C&P/LE21W290MB/90002120

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India, we certify that, bidder M/s\_\_\_\_\_ (Name of Bidder) is :

Not from such a country [       ]

If from such a country, has been registered [       ]  
with the Competent Authority.

(Evidence of valid registration by the  
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby certify that bidder M/s\_\_\_\_\_ (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place:  
Date:

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

.....

**Form-II of Annexure-B**

**CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING**

To,  
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

---

SUB: "RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR."

e-TENDER No.: BCPL/C&P/LE21W290MB/90002120

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; we certify that, bidder M/s\_\_\_\_\_ (Name of Bidder) is:

not from such a country [       ]

if from such a country, has been registered [       ]  
with the Competent Authority.

(Evidence of valid registration by the  
Competent Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We further certify that bidder M/s\_\_\_\_\_ (Name of Bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that bidder M/s\_\_\_\_\_ (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered.

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

## **Annexure-C**

### **POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)**

1.0 Ministry of Petroleum & Natural Gas (MoPNG) vide communication no. FP-2013/2/2017-FP-PNG dated 17.11.2020 has forwarded Policy to provide Purchase Preference (linked with Local Content) in all the Public Sector Undertakings under the Ministry of Petroleum and Natural Gas. A copy of the policy is available on website of MoP&NG (i.e. <http://petroleum.nic.in/>).

#### **2.0 DEFINITIONS**

2.1 Oil and Gas Business Activity shall comprise of Upstream, Midstream and Downstream business activities.

2.2 Domestic products shall be goods and/or service (including design and engineering) produced by companies, investing and producing in India.

2.3 Local Content hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

2.4 Domestic Manufacturer shall be business entity or individual having business activity established under Indian law and producing products domestically.

2.5 Supplier of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Policy.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Policy.

'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Policy.

2.6 Steering Committee means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.

2.7 Verification shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.

2.8 Purchase preference: Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

2.9 Local Content (LC) in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

2.10 Local Content (LC) in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.

2.11 Local Content (LC) in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.

2.12 Factory overhead cost shall be indirect costs of Manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.

2.13 Company overhead cost shall be costs related to the marketing, administration and general affairs cost of the company.

2.14 Indian Company means a company formed and registered under the Companies Act, 2013.

2.15 Foreign company means any company or body corporate incorporated outside India which—  
(a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

### **3.0 SCOPE**

3.1 This PP-LC policy is not applicable for goods/ services falling under the list of items reserved for exclusive purchase from Micro and Small Enterprises (MSEs) or Domestically manufactured Electronic Products (DMEP) under the respective policies.

3.2 In case a bidder is eligible to seek benefit under Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP-2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PP-LC and MSE Policy in Form-1. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in respective Purchase Preference Policy.

In case a MSEs bidder opts for purchase preference based on PP-LC, such bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to such MSE Bidder.

While evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC or PPP-2012) will be considered. For price matching and distribution of quantities among bidders, the precedence shall be in the following order:-

Public Procurement Policy for MSE 2012

Policy to Provide Purchase Preference (Linked with Local Content) (PP-LC)

3.3 Further, this policy is not applicable for HP-HT operations for time being. The Charter Hiring of Offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

3.4 The prescribed local content in the Policy shall be applicable on the date of Notice Inviting Tender/ Issuance of tender.

4.1 MARGIN OF PURCHASE PREFERENCE: The margin of purchase preference shall be 20%.

## **5.0 ELIGIBILITY OF ‘CLASS-I LOCAL SUPPLIER’/ ‘CLASS-II LOCAL SUPPLIER’/ ‘NON-LOCAL SUPPLIERS’ FOR DIFFERENT TYPES OF PROCUREMENT**

5.1 In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only ‘Class-I local supplier’ shall be eligible to bid. Details of such notified goods, services or works is available on <https://dipp.gov.in/public-procurements>

5.2 For all other Domestic Competitive tenders, ‘Class-I local supplier’ and ‘Class-II local supplier’ shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the ‘Class-I local supplier’.

5.3 Only ‘Class-I local supplier’ and ‘Class-II local supplier’ shall be eligible to bid, except when Global tender enquiry/International Competitive Bidding has been issued. In Global tender enquiry/International Competitive Bidding, ‘Non-local suppliers’ shall also be eligible to bid along with ‘Class-I local suppliers’ and ‘Class-II local suppliers’.

5.4 ‘Class-II local supplier’ and ‘Non-local supplier’ will not get purchase preference in any tender.

5.5 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

5.6 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

5.7 For the purpose of para 5.6 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

## **6.0 PURCHASE PREFERENCE- LINKED WITH LOCAL CONTENT (LC)**

6.1 In procurement of all items not covered by para 5.1, the following provisions are to be considered for LC linked Purchase Preference:

6.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

6.1.2 Wherever the goods/ services are procured under this policy, eligible (techno- commercially qualified) ‘Class I Local supplier’ shall be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference shall be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.

6.1.3 Goods:

If the tenders can be split (as specified in BDS) then the order for 50% \*\* of the procured quantity would be awarded to the lowest techno-commercially qualified ‘Class I Local supplier’, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

However, if L1 bidder happens to be a 'Class I Local supplier', the entire procurement value shall be awarded to such bidder.

**\*\*** If the tendered quantity cannot be divided exactly 50:50, the eligible Class I Local supplier will have right for quantity not less than 50% of tendered quantity.

If the tender cannot be split (as specified in BDS) then the order shall be awarded to the eligible 'Class I Local supplier' for the entire quantity.

#### 6.1.4 Services/EPC Contracts :

In case tender for services/ EPC cannot be split (as specified in BDS), The entire contract would be awarded to the lowest techno-commercially qualified 'Class I Local supplier', subject to matching with L1, if such bidders are available.

In case tender for services/EPC can be split (as specified in BDS), then splitting shall be allowed and specified in tender documents. Such services shall follow the procedure outlined for goods as described in goods above at para at 6.1.3 (a).

6.1.5 For para 6.1.3 and 6.1.4 above, only those 'Class I Local supplier' whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

6.1.6 The procedure for award of contract/ order under the policy is at Enclosure-I.

7.0 Determination of LC: The following process shall be adopted by the bidder to determine the content of LC:

#### 6.1 LC of Goods

7.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

7.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin:
- b) in the case of manpower, based on INR component.

7.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

#### 7.2 LC of service

7.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

7.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used:
- b) manpower and consultant cost: cost of working equipment/ facility; and c) general service cost.

7.2.3 The criteria for determination of cost of local content in the service shall be as follows

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;

- c) in the case of working equipment/facility, based on country of origin: and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

### 7.3 LC of the EPC Contracts:

- 7.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.
- 7.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.
- 7.3.3 The spent cost as mentioned in paragraph 7.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 7.1.1 and service cost in the calculation of LC of services as mentioned in clause 7.2.2.

### 7.4 Calculation of LC and Reporting

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

## 8.0 CERTIFICATION AND VERIFICATION

- 8.1 Since 'Class I/Class II Local suppliers' are eligible to bid in Domestic Competitive Bidding only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as 'Class-I local supplier' or 'Class-II local supplier':

#### 8.1.1 At bidding stage:

- a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.

- b) The bidder shall submit an undertaking [Form -2] from the authorised signatory of bidder having the Power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

In cases of procurement for a value in excess of Rs. 10 crores, the Undertaking [Form-3] submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory Auditors or cost auditor, certificate from practising cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

#### 8.1.1 After Contract Award:

- The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder

meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.
  - However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.
- 8.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies), which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 8.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 8.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of Notice Inviting Tender (NIT)/ Issuance of Tender shall be considered for the calculation of Local Content.
- 8.5 BCPL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.
- 9.0 Sanctions
- 9.1 During execution, it shall be the responsibility of the supplier/contractor to ensure fulfillment of the minimum local content specified in the bidding document failing which BCPL shall impose sanction on manufacturers/ service providers. The sanctions shall be in the form of written warning, financial penalty and banning.
- 9.2 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, the BCPL shall initiate action for banning such manufacturer/supplier/service provider as per as per BCPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"
- 9.3 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provisions, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty an amount equal to 10% of the Contract Price. This financial penalty shall be over and above the CPBG value prescribed in the contract.
- 9.4 In case a manufacturer and/or supplier of goods and/or provider of services desires to change the origin of sourcing of material/services, the same may be allowed with the

understanding that in case this results in non compliance to minimum local content, the penal action as above shall be applicable.

**PROCEDURE FOR AWARD OF CONTRACTS UNDER THIS POLICY SHALL BE AS FOLLOWS (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSEs AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):**

In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference. and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price.

In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

Example to deal Various situations in case a bidder is eligible to seek benefit under Policy for Provide Purchase Preference (linked with local content (PP-LC) as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012):

Non divisible item

L1 bidder is non MSE, non Local supplier/Class-II local supplier as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (prices within 20%)

L3 bidder is MSE bidder (prices within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

Divisible item-Case 1

L1 bidder is non MSE, non Local supplier/ Class-II local supplier as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

#### Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PP-LC

L2 bidder is Class-I Local supplier as per PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

L4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

In case L1 bidder is a MSE bidder, the entire goods/ jobs shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PP-LC.

In case L1 bidder is a Class 1 Local supplier as per PP-LC, purchase preference shall only be resorted to MSE bidder as per PPP 2012.

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**FORM-1 of Annexure-C**

**UNDERTAKING FOR APPLICABILITY OF POLICY (APPLICABLE FOR CLASS-I LOCAL SUPPLIER ONLY)**

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

---

SUB: "RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR."

e-TENDER No.: BCPL/C&P/LE21W290MB/90002120

Dear Sir

We, M/s\_\_\_\_\_ (Name of Bidder) hereby confirm that following purchase preference to be considered:-

| Description                                                       | Preference               |
|-------------------------------------------------------------------|--------------------------|
| Purchase Preference under Public Procurement Policy for MSE       | <input type="checkbox"/> |
| Policy to Provide Purchase Preference (linked with local content) | <input type="checkbox"/> |

Note:

Please indicate your preference against only one policy.

The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).

In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy.

In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders

The option once exercised cannot be modified subsequently.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**FORM-2 of Annexure-C**

**SELF CERTIFICATION BY BIDDER WHO CLASS-I /CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT**

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

---

SUB: "RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR."

e-TENDER No.: BCPL/C&P/LE21W290MB/90002120

Dear Sir

We, M/s\_\_\_\_\_ (Name of Bidder) confirm that as per the definition of mentioned in PP-LC Policy we are:

Class-I Local supplier [       ]

Class-II Local Supplier [       ]

(Bidder is to tick appropriate option (✓ or X) above).

It is to further confirm that M/s \_\_\_\_\_ (Name of Bidder)/ M/s ..... (Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer) (strikethrough which is not applicable) meet the mandatory minimum Local content requirement of .....% specified for Class-I Local supplier/ Class-II Local supplier (strikethrough which is not applicable) under Policy to Provide Purchase Preference (linked with local content).

We further confirm that in case we fail to meet the minimum local content, the same shall be treated false information and BCPL will take action as per provision of tender document.

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

**FORM-3 of Annexure-C**

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER WHO CLASS-I /CLASS-II LOCAL SUPPLIER TOWARDS MANDATORY MINIMUM LOCAL CONTENT

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

\_\_\_\_\_

SUB: "RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR."

e-TENDER No.: BCPL/C&P/LE21W290MB/90002120

Dear Sir

We \_\_\_\_\_ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s.\_\_\_\_\_ (Name of the bidder) hereby certify that as per definition specified in PP-LC policy, M/s.\_\_\_\_\_ (Name of the bidder) is

Class-I Local supplier [       ]

Class-II Local Supplier [       ]

(Bidder is to tick appropriate option (✓ or X) above).

It is to further confirm that M/s\_\_\_\_\_ (Name of Bidder)/ M/s ..... (Name of Manufacturer, in case bidder is a supplier quoting on behalf of manufacturer) (strikethrough which is not applicable) meet the mandatory minimum Local content requirement of .....% specified for Class-I Local supplier/ Class-II Local supplier (strikethrough which is not applicable) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder)."

Name of Audit Firm: [Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership no.

Note:

This certificate is to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies)

The above format is indicative, the statutory auditor/ cost auditor/ cost accountant can modify the format without changing the intent of certification.

**FORM 4 of Annexure C**

**UNDERTAKING BY MANUFACTURER TOWARDS MANDATORY MINIMUM LC  
(IN CASE SEEKING BENEFIT OF PP-LC)**

To,

(Name and address of authorized supplier)

SUB: ~~"RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR."~~

~~e TENDER No.: BCPL/C&P/LE21W290MB/90002120~~

Dear Sir

We, M/s \_\_\_\_\_ (Name of Manufacturer) ~~undertake that we meet the mandatory minimum Local content requirement of .....% specified for Class-I Local supplier/ Class-II Local supplier (which is not applicable) under Policy to Provide Purchase Preference (linked with local content).~~

Place: \_\_\_\_\_ [Signature of Authorized Signatory of Manufacturer]

Date: \_\_\_\_\_ Name: \_\_\_\_\_

\_\_\_\_\_ Designation: \_\_\_\_\_

\_\_\_\_\_ Seal: \_\_\_\_\_

Note :-

- ~~1. The above undertaking is to be submitted by manufacturer to supplier on their letter head in case bid is submitted by a supplier.~~
- ~~2. Authorized Signatory of Manufacturer will be director or Company secretary~~

**FORM 5 of Annexure C**

**~~CERTIFICATE BY STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN THE CASE OF COMPANIES) OR FROM A PRACTISING COST ACCOUNTANT OR PRACTISING CHARTERED ACCOUNTANT (IN RESPECT OF OTHER THAN COMPANIES) OF MANUFACTURER OF CLASS I/ CLASS II SUPPLIER~~**

To,

(Name and address of authorized supplier)

SUB: ~~“RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR.”~~

e-TENDER No.: BCPL/C&P/LE21W290MB/90002120

Dear Sir

We \_\_\_\_\_ the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of M/s. \_\_\_\_\_ (Name of Manufacturer) hereby certify that M/s. \_\_\_\_\_ (Name of Manufacturer) meet the mandatory minimum Local content requirement of .....% specified for Class I Local supplier/ Class II Local supplier (strikethrough which is not applicable) under Policy to Provide Purchase Preference (linked with local content) quoted vide offer No. \_\_\_\_\_ dated \_\_\_\_\_ against tender No. \_\_\_\_\_ by M/s \_\_\_\_\_ (Name of the bidder).”

Name of Audit Firm: \_\_\_\_\_ [Signature of Authorized Signatory]

\_\_\_\_\_  
Name:

Date: \_\_\_\_\_ Designation:

\_\_\_\_\_  
Seal:

\_\_\_\_\_  
Membership no.

Note:

~~The above undertaking is to be submitted by statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant of manufacturer on their letter head in case bid is submitted by a supplier on behalf of manufacturer.~~

~~The above format is indicative, the statutory auditor / cost auditor/ practising cost accountant/ practising chartered accountant can modify the format without changing the intent of certification.~~

**Annexure-I**  
**PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/  
COLLUSIVE/COERCIVE PRACTICES**

**A Definitions:**

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

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

A2 “Fraudulent Practice” means and include any act or omission committed by an 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.

A3 “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 Purchaser 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” in this Annexure.

A.6 “Appellate Authority” shall mean Committee of Directors of BCPL consisting of Managing Director, BCPL & Director (Finance).

A.7 “Competent Authority” shall mean the authority of BCPL, 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 “COO”.

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:

Whether the management is common;

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 EMD shall be forfeited.

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

## **B.2 Irregularities noticed after award of Contract**

### **(i) During execution of Contract:**

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

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

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

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

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 CPBG/CPS submitted by Agency against such Order(s)/Contract(s) shall be forfeited.

After expiry of DLP/ Warranty/Guarantee Period

If an Agency is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, after expiry of 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 Bidder/Supplier/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 tender(s)/future tender(s).

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 Tender Document but before opening of Part-I/Technical Bid, the bid submitted by the Agency shall be ignored.

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

C.3.3 after opening of price (Part-II), EMD submitted 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 Document/other tender where errant Agency emerges as the lowest (L1), then such tendering process 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, BCPL when :-

Corporate Vigilance Department, BCPL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.

Corporate Vigilance Department, BCPL based on the input from Investigating agency, forward for specific immediate action against the Agency.

Nonperformance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/Order.

### **D.2 Suspension Procedure:**

D.2.1 The order of suspension would operate initially for a period not more than 6 (six) months and is to be communicated to the Agency and also to Corporate Vigilance Department, BCPL. Period of suspension can be extended with the approval of the Competent Authority by 1 (one) month at a time with a ceiling of 6(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 process:

D.3.2.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the Agency shall be ignored.

D.3.2.2 after opening Part-I/ Technical Bid but before opening of Part-II/ Price bid, the Price bid of the Agency shall not be opened and EMD submitted by the Agency shall be returned to the Agency.

D.3.2.3 after opening of price, EMD submitted by the Agency shall be returned; the Offer/Bid 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/other tendering process where errant Agency emerges as the lowest (L1), then such tendering process shall also be cancelled and re-invited.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 The Bidder confirms/undertake that (i) neither the Bidder themselves nor their allied Agency(ies) are on banning list of BCPL or the Ministry of Petroleum and Natural Gas and (ii) Bidder is not banned by any Government department/ Public Sector.

E. Appeal against the Decision of the Competent Authority:

E.1 The Agency may file an appeal against the order of the Competent Authority for putting the Agency on banning list. The Appeal shall be filed to Appellate Authority of BCPL. Such an appeal shall be preferred within one month from the date of receipt of banning order.

E.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

E.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

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

## **Annexure-II**

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

#### **1.0 GENERAL**

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

#### **2.0 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 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.

#### **3.0 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. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

##### **ii) 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.

#### **4.0 EXCLUSIONS:**

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

i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.

ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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

### 5.1 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 shall 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:

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

First Instance: Holiday (Red Card) for Two Years

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

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

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

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

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

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 28.3.1 of GCC-Goods )

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 re-tender 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 subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant. 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.

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

(C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

## 5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

## 5.3 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 shall be initiated by EIC:

| 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:

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

First Instance: Holiday (Red Card) for Two Years

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

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

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.

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

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

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 28.3.1 of GCC-Goods)

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 re-tender 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 subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

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.

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

(C) Where Performance rating is “FAIR”

Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

#### 6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

6.1 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.

#### 7.0 EFFECT OF HOLIDAY

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

7.2 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.

7.3. Effect on other ongoing tendering:

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

7.3.2 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.

7.3.3 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.

8.0 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.

9.0 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.

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

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).

11. 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 if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

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

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

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

12. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of BCPL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from BCPL to the government exchequer, then, that Supplier shall be put under Holiday list of BCPL 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 BCPL.

**Annexure-1**  
**Brahmaputra Cracker and Polymer Limited**  
**PERFORMANCE RATING DATA SHEET [PRDS]**  
**(FOR PROJECTS/ CONSULTANCY JOBS)**

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

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

Note:

Remarks (if any)

**PERFORMANCE RATING (\*\*)**

Note:

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:

## INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

### 1.2 QUALITY PERFORMANCE 40 Marks

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

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

### 1.3 RELIABILITY PERFORMANCE 20 Marks

| A.   | FOR WORKS / CONTRACTS                                                                                    | Marks   |
|------|----------------------------------------------------------------------------------------------------------|---------|
| i)   | Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time             | 4 marks |
| ii)  | Mobilization of resources as per Contract and in time                                                    | 4 marks |
| iii) | Liquidation of Check-list points                                                                         | 4 marks |
| iv)  | Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of | 4 marks |

|      |                                                                                                                                 |         |
|------|---------------------------------------------------------------------------------------------------------------------------------|---------|
|      | Consultancy jobs                                                                                                                |         |
| v)   | Timely submission of estimates and other documents for Extra, Substituted & AHR items                                           | 4 marks |
| B.   | FOR SUPPLIES                                                                                                                    | Marks   |
| i)   | Submission of order acceptance, CPS/PBG, Drawings and other documents within time                                               | 5 marks |
| ii)  | Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (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-2**  
**Brahmaputra Cracker and Polymer Limited**  
**PERFORMANCE RATING DATA SHEET [PRDS]**  
**(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 Performance | Quality Performance | Reliability Performance# | Total |
|-----------------------|----------------------|---------------------|--------------------------|-------|
| Maximum Marks         | 40                   | 40                  | 20                       | 100   |
| Marks Allocated (*)   |                      |                     |                          |       |

Remarks (if any)

**PERFORMANCE RATING (\*\*)**

Note:

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:

## INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

### 1.2 QUALITY PERFORMANCE 40 Marks

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

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

### 1.3 RELIABILITY PERFORMANCE 20 Marks

| A.   | FOR WORKS/CONTRACTS                                                                                                       | Marks   |
|------|---------------------------------------------------------------------------------------------------------------------------|---------|
| i)   | Submission of order acceptance, agreement, CPS/PBG, Drawings and other documents within time                              | 4 marks |
| ii)  | Mobilization of resources as per Contract and in time                                                                     | 4 marks |
| iii) | Liquidation of Check-list points                                                                                          | 4 marks |
| iv)  | Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs | 4 marks |

|      |                                                                                                                                 |         |
|------|---------------------------------------------------------------------------------------------------------------------------------|---------|
| v)   | Timely submission of estimates and other documents for Extra, Substituted & AHR items                                           | 4 marks |
| B.   | FOR SUPPLIES                                                                                                                    | Marks   |
| i)   | Submission of order acceptance, CPS/PBG, Drawings and other documents within time                                               | 5 marks |
| ii)  | Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (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)

The Ready reckoner for submission of bids is available in BCPL website.  
<https://bcplonline.co.in/UploadFiles/tenderfile/ReadyReckonerBCPL.pdf> (tender section of BCPL website)

The user manual for submission of online EMD is also available in BCPL website.  
<https://bcplonline.co.in/UploadFiles/tenderfile/UserManualEMD.pdf> (tender section of BCPL website)

Please visit the above links

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

Phone: 6900182953 (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)

**Annexure-IV to Section-III  
BIDDING DATA SHEET (BDS)**

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------------------------------|----|------------------------------------------|----------------------------|---------------------------------------------------------------------------------|---------|------------|---------|-----------------|-------------------|--|
| <b>A. GENERAL</b>             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| ITB clause                    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| 1.2                           | The Invitation for Bids/ Tender no is :                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| 1.1                           | The Employer/Owner is: Brahmaputra Cracker and Polymer Ltd.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| 2.1                           | The name of the Services to be performed is: <b>HIRING OF SERVICES FOR_____FOR BCPL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| 3                             | <b>BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| <b>B. BIDDING DOCUMENT</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| ITB clause                    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| 8.1                           | For clarification purposes only, the communication address is:<br>Attention:<br>Street Address:<br>Floor/Room number:<br>City:<br>ZIP Code:<br>Country:<br>Email: .....<br>Fax No.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| <b>C. PREPARATION OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| ITB clause                    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| 11.1.1 (u)                    | Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : SCC/Scope of Work refers<br>[dealing officer may list out all such documents]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| 12                            | Additional Provision for Schedule of Rate/ Bid Price are as under:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| 12 & 13                       | <p>Whether BCPL will be able to avail input tax credit in the instant tender</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">YES</td> <td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> <tr> <td>NO</td> <td style="text-align: center;"><input style="width: 80%;" type="text"/></td> </tr> </table> <p>Details of Buyer:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Services to be rendered at</td> <td>Brahmaputra Cracker and Polymer Ltd.<br/>[Enter Complete address of work center]</td> </tr> <tr> <td>PAN No.</td> <td>AADCB2356E</td> </tr> <tr> <td>GST no.</td> <td>18AADCB2356E1ZY</td> </tr> <tr> <td>BCPL Bank details</td> <td></td> </tr> </table> | YES | <input style="width: 80%;" type="text"/> | NO | <input style="width: 80%;" type="text"/> | Services to be rendered at | Brahmaputra Cracker and Polymer Ltd.<br>[Enter Complete address of work center] | PAN No. | AADCB2356E | GST no. | 18AADCB2356E1ZY | BCPL Bank details |  |
| YES                           | <input style="width: 80%;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| NO                            | <input style="width: 80%;" type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| Services to be rendered at    | Brahmaputra Cracker and Polymer Ltd.<br>[Enter Complete address of work center]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| PAN No.                       | AADCB2356E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| GST no.                       | 18AADCB2356E1ZY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |
| BCPL Bank details             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |     |                                          |    |                                          |                            |                                                                                 |         |            |         |                 |                   |  |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 14                                           | The currency of the Bid shall be INR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 15                                           | The bid validity period shall be 3 months from final 'Bid Due Date'.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16.1, 16.10 and 38.6                         | <p>In case 'Earnest Money / Bid Security' or “Contract Performance Security” is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of Brahmaputra Cracker and Polymer Ltd. , payable at _____</p> <p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of BCPL’s Bank account are as under:<br/> Account Holder’s Name:.....<br/> Account Number:.....<br/> IFSC Code:.....<br/> Other details: .....</p> <p>[The dealing officers to fill the above details after obtaining it from their concerned F&amp;A Department]<br/> Bidder to mention reference no. “EMD/.....” in narration while remitting the EMD / Bid Security amount and to mention reference no. “CPS/.....” in narration while remitting the CPS amount in GAIL’s Bank Account.</p>                                         |
| <b>D. SUBMISSION AND OPENING OF BIDS</b>     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ITB clause                                   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 18                                           | In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 22                                           | The E-Tender No. of this bidding process is: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 22.3, 26 and 4.0 of IFB                      | <p>For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, and Bid Opening Purpose the Owner’s address is :<br/> Attention:<br/> Street Address:<br/> Floor/Room number:<br/> City:<br/> ZIP Code:<br/> Country:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>E. EVALUATION, AND COMPARISON OF BIDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ITB clause                                   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 32                                           | <p>Evaluation Methodology is mentioned in Section-II.</p> <p>For tenders processed as per Corporate HR Circular No. GAIL/CO/HR/LLCC/Standard Conditions/2020 dated 5th October 2020 [Processing contracts involving deployment of contract labour].</p> <p>In case of tie at lowest bid (L-1) position between 02 or more start-up/non-start-up bidders, following sequence of preference shall be adopted while processing the Letter of Acceptance (LOA) / Order:</p> <p>In case, one of the bidders is MSE owned by SC/ST Entrepreneur, then order shall be placed on such bidder.<br/> In case, one of the bidders is MSE owned by Women Entrepreneur, then order shall be placed on such bidder.<br/> In case, one of the bidders is MSE, then order shall be placed on such bidder.<br/> Otherwise, order shall be placed on bidder having higher turnover in previous</p> |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |                      |                |                      |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|----------------|----------------------|
|                             | <p>financial year.</p> <p>In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LOA will be placed on the startup who is registered earlier with Department Promotion of Industry and Internal Trade.</p> <p>However, the above order of preference while processing the LOA is subject to instructions/guidelines issued by Government of India from time to time.</p> <p>For Other tenders:</p> <p>In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.</p> <p>In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.</p> <p>Note: Dealing Officer to include the applicable tie breaker criteria depending on the modality considered for processing tender/contract.</p> |            |                      |                |                      |
| <b>F. AWARD OF CONTRACT</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |            |                      |                |                      |
| <b>ITB clause</b>           | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |                      |                |                      |
| 37                          | State of India which stamp paper is required for Contract Agreement:<br>.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |            |                      |                |                      |
| 38                          | <p>Contract Performance Security/ Security Deposit</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input type="text"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input type="text"/></td></tr> </table> <p>The value/ amount of Contract Performance Security/ Security Deposit CPS/SD @ 3% of Total Order / Contract value in case contract period is less than one year or 3% of Annualized Order / Contract value in case contract period is more than one year.<br/>[The above CPS/ SD amount is for all tender documents issued till 31.12.2021. For tenders issued after 31.12.2021, guidelines as per the Procedure to be followed]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                | APPLICABLE | <input type="text"/> | NOT APPLICABLE | <input type="text"/> |
| APPLICABLE                  | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      |                |                      |
| NOT APPLICABLE              | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      |                |                      |
| 40                          | <p>Whether tendered item is non-split able or not-divisible :</p> <table border="1"> <tr> <td>YES</td><td><input type="text"/></td></tr> <tr> <td>NO</td><td><input type="text"/></td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | YES        | <input type="text"/> | NO             | <input type="text"/> |
| YES                         | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      |                |                      |
| NO                          | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      |                |                      |
| 41                          | <p>Provision of AHR Item :</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input type="text"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input type="text"/></td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | APPLICABLE | <input type="text"/> | NOT APPLICABLE | <input type="text"/> |
| APPLICABLE                  | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      |                |                      |
| NOT APPLICABLE              | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      |                |                      |
| 44.1                        | <p>Quarterly Closure of Contract</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input type="text"/></td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | APPLICABLE | <input type="text"/> |                |                      |
| APPLICABLE                  | <input type="text"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      |                |                      |

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                |                          |                |                          |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------|----------------|--------------------------|
|                | <table border="1"> <tr> <td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr> </table> <p>[Dealing officer to tick appropriate option as per circular no. GAIL/ND/C&amp;P/G-25/2016-17/17 dated 27.10.2016 &amp; GAIL/ND/C&amp;P/G-25/2018-19/23 dated 14.09.2018]</p>                                                                                                                                                                                             | NOT APPLICABLE | <input type="checkbox"/> |                |                          |
| NOT APPLICABLE | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                          |                |                          |
| 49             | <p>Applicability of provisions relating to Startups:</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr> </table> <p>[Dealing officer to tick appropriate option as per Amendment no. 25 and Circular no. GAIL/ND/C&amp;P/G-25/2017-18/38 dated 09.01.2018 &amp; GAIL/ND/C&amp;P/G-25/2019-20/20 dated 25.07.2019 subject to approval of the Competent Authority]</p> | APPLICABLE     | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE     | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                          |                |                          |
| NOT APPLICABLE | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                          |                |                          |
| 11 of IFB      | <p>Applicability of provisions relating to GeM Seller ID:</p> <table border="1"> <tr> <td>APPLICABLE</td><td><input type="checkbox"/></td></tr> <tr> <td>NOT APPLICABLE</td><td><input type="checkbox"/></td></tr> </table> <p>[Dealing officer to tick appropriate option as per Circular no. GAIL/ND/C&amp;P/G-25/2021-22/02 dated 07.04.2021 ]</p>                                                                                                                      | APPLICABLE     | <input type="checkbox"/> | NOT APPLICABLE | <input type="checkbox"/> |
| APPLICABLE     | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                          |                |                          |
| NOT APPLICABLE | <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |                          |                |                          |

फॉर्म और प्रारूप  
**FORMS & FORMATS**

LIST OF FORMS & FORMAT

| Form No. | Description                                                                         |
|----------|-------------------------------------------------------------------------------------|
| F-1      | BIDDER'S GENERAL INFORMATION                                                        |
| F-2      | PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"             |
| F-2(A)   | DECLARATION FOR BID SECURITY                                                        |
| F-3      | LETTER OF AUTHORITY                                                                 |
| F-4      | PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" |
| F-5      | AGREED TERMS & CONDITIONS                                                           |
| F-6      | ACKNOWLEDGEMENT CUM CONSENT LETTER                                                  |
| F-7      | BIDDER'S EXPERIENCE                                                                 |
| F-8 (A)  | CHECK LIST                                                                          |
| F-8 (B)  | CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS                    |
| F-9      | FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE          |
| F-10     | FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER  |
| F-11     | BIDDER'S QUERIES FOR PRE BID MEETING                                                |
| F-12     | E-BANKING MANDATE FORM                                                              |
| F-13     | INTEGRITY PACT- NOT APPLICABLE                                                      |
| F-14     | FREQUENTLY ASKED QUESTIONS                                                          |
| F-15     | UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)  |

**F-1**  
**BIDDER'S GENERAL INFORMATION**

To,  
M/s Brahmaputra Cracker and Polymer Ltd.

SUB: "RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR."

e-TENDER No.: BCPL/C&P/LE21W290MB/90002120

|    |                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                             |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Bidder Name                                                                                                                                                                                                                   | M/s.....                                                                                                                                                                                                                                                                    |
| 2  | Status of Firm                                                                                                                                                                                                                | Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others<br><br>If Others Specify:_____<br><br>[Enclose relevant certificates / partnership deed/certificate of Registration, as applicable] |
| 3a | Name of Proprietor/ Partners/ Directors of the firm/company<br>[As per cl.no.4.0 of Section-III of Tender Document]                                                                                                           | 1.<br>2.<br>3.                                                                                                                                                                                                                                                              |
| 3b | Name of Power of Attorney holders of bidder                                                                                                                                                                                   |                                                                                                                                                                                                                                                                             |
| 4  | Number of Years in Operation                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                             |
| 5  | Address of Registered Office:<br><br>In case of Partnership firm, provide current address of the firm for ordering purpose.                                                                                                   | <br>City:<br>District:<br>State:<br>PIN/ZIP:                                                                                                                                                                                                                                |
| 6  | Bidder's address where order/contract is to be placed *                                                                                                                                                                       | <br>City:<br>District:<br>State:<br>PIN/ZIP:                                                                                                                                                                                                                                |
| 7  | Address from where Goods/ Services are to be dispatched/ provided along with GST no.<br><br>(In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided). | City:<br>District:<br>State:<br>PIN/ZIP:<br>GST No.:                                                                                                                                                                                                                        |
| 8  | Telephone Number & Contact Information address where order is to be placed                                                                                                                                                    | _____<br>(Country Code) (Area Code) (Telephone No.)<br>Mobile No. : .....<br>e-mail ID: .....                                                                                                                                                                               |

|    |                                                                                                                                                                                                                                                                                                                                 |                                                                                               |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| 9  | Website                                                                                                                                                                                                                                                                                                                         |                                                                                               |
| 10 | Mobile Number:                                                                                                                                                                                                                                                                                                                  | _____                                                                                         |
| 11 | ISO Certification, if any                                                                                                                                                                                                                                                                                                       | [If yes, please furnish details]                                                              |
| 12 | PAN No.                                                                                                                                                                                                                                                                                                                         |                                                                                               |
| 13 | GST No. (refer sl. no. 7 above)                                                                                                                                                                                                                                                                                                 |                                                                                               |
| 14 | Whether Micro or Small Enterprise                                                                                                                                                                                                                                                                                               | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40) |
|    | Whether MSE is owned by SC/ST Entrepreneur(s)                                                                                                                                                                                                                                                                                   | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40) |
|    | Whether MSE is owned by Women                                                                                                                                                                                                                                                                                                   | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40) |
|    | Whether payment is required through TReDS                                                                                                                                                                                                                                                                                       | Yes / No<br>If Yes, please provide the name of portal<br>.....                                |
| 15 | Whether Bidder is Startup or not                                                                                                                                                                                                                                                                                                | Yes / No<br>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49) |
|    | In case of Start-up confirm the following:<br><br>Date of its incorporation/ registration<br>[The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration]<br><br>Whether turnover for any financial years since incorporation/ registration has exceeded Rs.100 Crores. |                                                                                               |

Note: \*BCPL intent to place the order/contract directly on the address from where Goods are produced/dispached. In case, bidder wants order/ contract at some other address or supply of Goods from multiple locations, bidder is required to provide the address on which order is to be placed at sl.no.6 above.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

FORMAT F-2A

**DECLARATION FOR BID SECURITY**  
**[for tenders issued till 31.12.2021]**

To,

~~M/s BRAHMAPUTRA CRACKER AND POLYMER LTD.~~

~~SUB: "RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR."~~

~~e TENDER No.: BCPL/C&P/LE21W290MB/90002120~~

Dear Sir

~~After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), we M/s\_\_\_\_\_ (Name of Bidder) have submitted our offer/ bid no. ....~~

~~We, M/s\_\_\_\_\_ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.~~

~~We understand that we will be put on watch list/holiday/ banning list (as per policies of BCPL in this regard), if we are in breach of our obligation(s) as per following:~~

~~(a) — have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or~~

~~(b) — having been notified of the acceptance of our Bid by the BCPL during the period — of bid validity:~~

~~(i) — fail or refuse to execute the Contract, if required, or~~

~~(ii) — fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.~~

~~(iii) — fail or refuse to accept 'arithmetical corrections' as per provision of — tender document.~~

~~(c) — having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.~~

Place: \_\_\_\_\_ [Signature of Authorized Signatory of Bidder]

Date: \_\_\_\_\_ Name:

\_\_\_\_\_ Designation:

\_\_\_\_\_ Seal:

**OR**  
**FORMAT F-2**  
**[not applicable till 31.12.2021]**

**PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT/ BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

|                                                             |                                                                                                                                |  |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--|
| To,<br>M/s Brahmaputra Cracker and<br>Polymer Ltd.<br>_____ | Bank Guarantee No.                                                                                                             |  |
|                                                             | Date of BG                                                                                                                     |  |
|                                                             | BG Valid up to (Expiry date)                                                                                                   |  |
|                                                             | Claim period up to (indicate date of<br>expiry of claim period which<br>includes minimum three months<br>from the expiry date) |  |
|                                                             | Stamp Sl. No./e-Stamp Certificate<br>No.                                                                                       |  |

Dear Sir(s),

In accordance with Tender Document under your reference No \_\_\_\_\_ M/s.

\_\_\_\_\_ having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the Tenderer/Bidder),  
wish to participate in the said tender for \_\_\_\_\_

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

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

This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. \_\_\_\_\_ on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) .....  
.. (currency in words only) .....
- b) This Guarantee shall remain in force upto \_\_\_\_\_ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)

Designation with Bank Stamp

E-Mail ID:

Telephone/Mobile No. :

Attorney as per

Power of Attorney No. \_\_\_\_\_

Date: \_\_\_\_\_

(OFFICIAL ADDRESS)

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

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.3".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Purchaser at its address as mentioned at "ITB".
5. Bidder must indicate the full postal address of the Bank along with the Bank's E-mail / Fax / Phone from where the Bank Guarantee has been issued at sl.no.2 of Form F-5.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to be submitted to Purchaser confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent alongwith documentary evidence or in the Bank Guarantee itself.

**F-3**

**LETTER OF AUTHORITY**

[Proforma for Letter of Authority for Attending 'Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s Brahmaputra Cracker and Polymer Ltd.

SUB: "RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR."

e-TENDER No.: BCPL/C&P/LE21W290MB/90002120

Dear Sir,

I/We, \_\_\_\_\_ hereby authorize the following representative(s) for attending Pre-Bid Meeting', 'Un-priced Bid Opening', 'Price Bid Opening' against the above Tender Document:

[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 "Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.

Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening.

**F-4**

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

|                                                             |                                                                                                                                |  |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--|
| To,<br>M/s Brahmaputra Cracker and<br>Polymer Ltd.<br>_____ | Bank Guarantee No.                                                                                                             |  |
|                                                             | Date of BG                                                                                                                     |  |
|                                                             | BG Valid up to (Expiry date)                                                                                                   |  |
|                                                             | Claim period up to (indicate date of<br>expiry of claim period which<br>includes minimum three months<br>from the expiry date) |  |
|                                                             | Stamp Sl. No./e-Stamp Certificate<br>No.                                                                                       |  |

Dear Sir(s),

M/s. \_\_\_\_\_ having  
registered office at \_\_\_\_\_ (herein after called the “contractor/supplier”  
which expression shall wherever the context so require include its successors and assignees) have  
been placed/ awarded the job/work of \_\_\_\_\_  
vide PO/LOA /FOA No. \_\_\_\_\_ dated \_\_\_\_\_ for Brahmaputra  
Cracker and Polymer Ltd. having registered office at 1st Floor, House No 6  
Bhuban Road, Uzanbazar Guwahati, Assam Pin - 781001 (herein after called the “BCPL” which  
expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs.  
\_\_\_\_\_ (Rupees \_\_\_\_\_) as full  
Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract  
Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled  
Commercial Bank, undertaking full responsibility to indemnify BRAHMAPUTRA CRACKER  
AND POLYMER LTD., in case of default.

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

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

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said \_\_\_\_\_ M/s.

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

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

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

5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by BCPL in writing. However, if for any reason, the supplier/contractor is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor till such time as may be determined by BCPL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (contractor) on whose behalf this guarantee is issued.

6. Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor and notwithstanding any security or other guarantee that BCPL may have in relation to the supplier's/contractor's liabilities.

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

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

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

10. Notwithstanding anything contained herein:

a) The Bank's liability under this Guarantee shall not exceed (currency in figures) .....  
... (currency in words only) .....

b) This Guarantee shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and

c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of .....(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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.

2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.

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 Purchaser.

4. If a Bank Guarantee is issued by a commercial bank, then a letter to Purchaser and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence or in the Bank Guarantee itself.

5. Supplier shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

**Annexure**

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY  
VENDOR ALONG WITH BANK GUARANTEE**

1 BANK GUARANTEE NO :

2 VENDOR NAME / VENDOR CODE :

NAME

VENDOR CODE

3 BANK GUARANTEE AMOUNT :

4 PURCHASE ORDER/ LOA NO :

5 NATURE OF BANK GUARANTEE :

(Please Tick ( √ ) Whichever is Applicable

PERFORMANCE

BANK GUARANTEE

SECURITY

DEPOSIT

EMD

ADVANCE

6 BG ISSUED BANK DETAILS :

(A) EMAIL ID :

(B) ADDRESS :

(C) PHONE NO/  
MOBILE NO. :

**F-5**  
**AGREED TERMS & CONDITIONS**

To,

M/s Brahmaputra Cracker and Polymer Ltd.

---

SUB: "RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR."

e-TENDER No.: BCPL/C&P/LE21W290MB/90002120

This Format duly filled in, signed & stamped must form part of Bidder's Bid and must be submitted in Part –I (Un-priced Bid). Clauses confirmed hereunder need not be repeated in the Bid.

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                    | BIDDER'S CONFIRMATION                                      |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| 1   | Bidder's name, Vendor Code of BCPL (if any) and address<br><br>(FOA/Order shall be released in this name)                                                                                                                                                                      | Bidder's name :<br><br>BCPL's Vendor Code:<br><br>Address: |
| 2.  | Bidder confirms the currency of quoted prices is in Indian Rupees.                                                                                                                                                                                                             |                                                            |
| 3.  | Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).                                                                                                              |                                                            |
| 4   | Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Price bid.                                                                                                                                                                    |                                                            |
| 4.1 | Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)<br><br>If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid | Yes/ No<br><br>.....                                       |
| 4.2 | Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid                                                                                                                                                       |                                                            |

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | BIDDER'S<br>CONFIRMATION |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 4.3 | Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).                                                                                                                                                                                                                                                                                                                                                             |                          |
| 4.4 | Whether bidder is liable to raise E-Invoice as per GST Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                          |
|     | If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |
| 5.  | Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| 6.  | Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.                                                                                                                                                                                                                                                                                                                                                                                               |                          |
| 7.  | Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of 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.  | Bidder confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.                                                                                                                                                                                                                                                                                                                                                                                          |                          |
| 9.  | Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document.<br>In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).                                                                                                                                                                                                                                                                                        |                          |
| 10. | Bidder confirms acceptance of all terms and conditions of Bid Document (all sections).                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| 11  | Bidder confirms that they had accepted all the terms and conditions of the SCC, SOW and SOR of the tender document.                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |
| 12  | Bidder confirms that they had considered all the amount of each line item of the SOR and quoted the overall amount including the fixed amount of Rs. 3,00,00,000.00 (sl. no. H of the SOR) in a single line item in GeM portal.                                                                                                                                                                                                                                                                                                            |                          |
| 13  | Bidder confirms that they had referred the sample SOR (Annexure-T) at P/164-166 and quoted accordingly.                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | BIDDER'S<br>CONFIRMATION |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 14. | <p>Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).</p> <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |
| 15. | Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |
| 16. | <p>Bidder furnishes EMD</p> <p>EMD No. &amp; date</p> <p>Value</p> <p>Validity</p> <p>d) Bank Address/e-mail ID/Mobile no. [in case of BG]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                          |
| 17. | <p>Bidder confirms that</p> <p>(i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BCPL</p> <p>or</p> <p>(ii) the bidder is not a firm in which any Director (in Board of Director) of BCPL or their relative is a partner.</p>                                                                                                                                                                                                                                                                                                                                                                             |                          |
| 18. | The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.                                                                                                                                                                                                                                                                                                                                                                                                                                    |                          |
| 19. | Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |
| 20. | <p>No Deviation Confirmation:</p> <p>It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.</p>                                                                                                                                                                                                                                                                                                                                   |                          |
| 21. | <p>If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood &amp; agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf</p> |                          |

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | BIDDER'S<br>CONFIRMATION |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
|     | under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser 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."                                                                                                                                                                                                                                                                                                                                                                                                                                             |                          |
| 22. | Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                          |
| 23. | <p>Bidder hereby confirms that they are not on 'Holiday' by BCPL /GAIL 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.</p> <p>Further, Bidder confirms that neither they 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 BCPL /GAIL or the Ministry of Petroleum and Natural Gas.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>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.</p> <p>Further, Bidder also confirms 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 them.</p> |                          |
| 24. | Bidder confirms that they have read and understood the General Conditions of Contract - Services available on BCPL's Tender website & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                          |
| 25. | Bidder certifies that they would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website ( <a href="http://www.bcplonline.co.in">www.bcplonline.co.in</a> )] and shall not indulge themselves or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                          |

| Sl. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                   | BIDDER'S CONFIRMATION                                                                                                                                                                          |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise BCPL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of BCPL is liable to be treated as crime and dealt with by the procedures of BCPL as applicable from time to time. |                                                                                                                                                                                                |
| 26. | Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.                                                     |                                                                                                                                                                                                |
| 27. | GeM Seller ID on Government e-Marketplace (GeM) is (refer BDS for its applicability)                                                                                                                                                                                                                                                                                                                                          | GeM Seller ID :<br>.....<br>OR<br>We hereby confirm to obtain GeM Seller ID and communicate to BCPL for incorporation of same in Purchase Order/ Letter of Acceptance, in case of award on us. |
| 28. | Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.                                                                                                                                                                                                        |                                                                                                                                                                                                |

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

## 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 Purchase Officer in BCPL who issued the Tender Document, by filling up the Format)

To,  
M/s Brahmaputra Cracker and Polymer Ltd.

---

SUB: "RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS  
AT BCPL FOR A PERIOD OF ONE YEAR."  
e-TENDER No.: BCPL/C&P/LE21W290MB/90002120

Dear Sir,

We hereby acknowledge receipt of a complete set of Tender Document along with enclosures for subject item/job and/or the information regarding the subject tender.

We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code: .....

|                  |         |
|------------------|---------|
| Telephone Number | : ..... |
| Fax Number       | : ..... |
| Contact Person   | : ..... |
| E-mail Address   | : ..... |
| Mobile No.       | : ..... |
| Date             | : ..... |
| Seal/Stamp       | : ..... |

We are unable to bid for the reason given below:

Reasons for non-submission of bid:

---

|               |         |
|---------------|---------|
| Agency's Name | : ..... |
| Signature     | : ..... |
| Name          | : ..... |
| Designation   | : ..... |
| Date          | : ..... |
| Seal/Stamp    | : ..... |

**F-7**  
**BIDDER'S EXPERIENCE**

To,

M/s Brahmaputra Cracker and Polymer Ltd.

---

SUB: "RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS  
AT BCPL FOR A PERIOD OF ONE YEAR."

e-TENDER No.: BCPL/C&P/LE21W290MB/90002120

| Sl.<br>No | Descri-<br>tion of the<br>Supply/<br>Services | PO/<br>Contr-<br>act No.<br>and<br>date | Full Address &<br>phone nos. of<br>Client. | Postal<br>& nos. of | Value<br>of<br>Contract<br>/Order<br>(Specify<br>Currenc<br>y<br>Amount<br>) | Date of<br>Commenc<br>ement | Scheduled<br>Completi<br>on/Delivery<br>Period<br>(Months) | Date of<br>Actual<br>Comple-<br>tion | Reasons<br>for delay<br>in<br>execu-<br>tion, if<br>any |
|-----------|-----------------------------------------------|-----------------------------------------|--------------------------------------------|---------------------|------------------------------------------------------------------------------|-----------------------------|------------------------------------------------------------|--------------------------------------|---------------------------------------------------------|
| (1)       | (2)                                           | (3)                                     | (5)                                        |                     | (6)                                                                          | (7)                         | (8)                                                        | (9)                                  | (10)                                                    |
|           |                                               |                                         |                                            |                     |                                                                              |                             |                                                            |                                      |                                                         |
|           |                                               |                                         |                                            |                     |                                                                              |                             |                                                            |                                      |                                                         |
|           |                                               |                                         |                                            |                     |                                                                              |                             |                                                            |                                      |                                                         |
|           |                                               |                                         |                                            |                     |                                                                              |                             |                                                            |                                      |                                                         |

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**FORM F-8**

**UNDERTAKING REGARDING SUBMISSION OF AUTHENTICATED  
DOCUMENTS RELATING TO BEC, AFFIDAVIT / CERTIFIED DOCUMENTS  
FOR PURCHASE PREFERENCE POLICY(S), ETC.**

**To,**  
**M/s BCPL**

**SUB:**

**TENDER NO:**

**Dear Sir,**

We hereby confirm that due to COVID-19 situation, we are unable to submit the Authenticated documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc. (wherever applicable) as specified in tender document.

Hence, we are submitting the self-certified documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc (wherever applicable).

We hereby confirm that in case of award of contract/order, we will submit Authenticated documents relating to BEC and Affidavit / Certified Documents for Purchase Preference Policy(s), etc. (wherever applicable) as per tender provisions after normalization of situation.

Place:

Date:

[Signature of Authorized Signatory of Bidder)

Name:

Designation:

Name of Bidder:

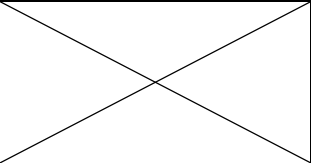
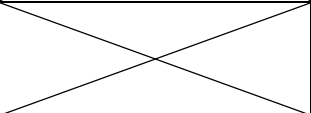
Seal:

**F-8 (A)**  
**CHECK LIST**

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

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

| S. No. | DESCRIPTION                                                                                                                                                                                                                                                                                                                                       | CHECK BOX | REFERENCE PAGE NO. OF THE BID SUBMITTED |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------|
| 1.0    | Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (if any)                                                                                                                                          |           |                                         |
| 2.0    | Confirm that the following details have been submitted in the Un-priced part of the bid                                                                                                                                                                                                                                                           |           |                                         |
| i      | Covering Letter, Letter of Submission                                                                                                                                                                                                                                                                                                             |           |                                         |
| ii     | EMD/Bid Security / Declaration for Bid Security as per provisions of Tender                                                                                                                                                                                                                                                                       |           |                                         |
| iii    | Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)                                                                                                                                                                                               |           |                                         |
| iv     | Power of Attorney in the name of person signing the bid.                                                                                                                                                                                                                                                                                          |           |                                         |
| v      | Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).                                                                                                                                                                                                                             |           |                                         |
| 3.0    | Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)                                                                                                                                                             |           |                                         |
| 4.0    | Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.                                                                                                                                                                                                                              |           |                                         |
| 5.0    | Confirm that Undertaking as per Form 1 of Annexure-C to Section-III has been submitted (applicable for MSE and PP-LC bidder).                                                                                                                                                                                                                     |           |                                         |
| 6.0    | Confirm that Undertaking as per Form-2 to Annexure-C to Section-III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-3 to Annexure-C to Section-III are submitted. |           |                                         |

|     |                                                                                                                                                                                    |  |                                                                                     |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------|
| 7.0 | Confirm that Undertaking as per Form-1 to Annexure-B to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India) |  |  |
| 8.0 | Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)                                                                                               |  |  |

[Dealing officer may add extra provisions as per requirement of specific tender]

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**F-8(B)****CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS**

(refer Section II of Tender document)

| BEC Clause No. | Description                                                       | Documents required for qualification                                                                                                                                                       | Documents Submitted by Bidder | Documents attested as per Section-II of Tender | Reference Page No. of the Bid submitted |
|----------------|-------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------------------|-----------------------------------------|
| Technical BEC  |                                                                   |                                                                                                                                                                                            |                               |                                                |                                         |
| 1.             | Experience                                                        | .....<br>.....<br>.....<br>(Dealing Officer to specify the details of documents above).                                                                                                    |                               | Yes/No                                         |                                         |
| 2.             | Job executed for Subsidiary / Fellow subsidiary/ Holding company. | Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company. |                               | Yes/No                                         |                                         |
| 3.             | Any other technical criteria in BEC                               | .....<br>.....<br>.....<br>(Dealing Officer to specify the details of documents above).                                                                                                    |                               | Yes/No                                         |                                         |
| Financial BEC  |                                                                   |                                                                                                                                                                                            |                               |                                                |                                         |

|    |                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                   |        |  |
|----|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|--------|--|
| 1. | Annual Turn Over                                     | Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. [In case the Annual Turnover criteria is not met in last Audited Financial Year, then the Audited Financial Statements for previous two years of last Audited Financial Year is to be submitted]                                                                                                | Submitted<br>(Mention specific year.....)                                                                         | Yes/No |  |
| 2. | Net Worth                                            | Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.                                                                                                                                                                                                                                                                                                 | Submitted<br>(Mention specific year.....)                                                                         | Yes/No |  |
| 3. | Working Capital                                      | Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.<br><br>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above. | Submitted<br>(Mention specific year.....)<br><br>Submitted/ Not Applicable<br>(Bidder to tick appropriate option) | Yes/No |  |
| 4. | Format for Details of financial capability of Bidder | Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).                                                                                                                                                                                                                                                                                          | Submitted                                                                                                         |        |  |

Place:  
Date:

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

**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. GAIL (India) 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 GAIL's Tender No.  
..... dated ..... for .....(Name  
of the supply/work/services/consultancy) and as per the terms of the said Tender Document they  
have to furnish a certificate from their Bank confirming the availability of line of credit.

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

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

Yours truly

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

(Authorized signatory)

Name of the signatory:

Designation :

Email Id :

Contact No. :

Stamp

**Note:**

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple  
banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of  
banks can jointly provide line of credit to the bidder.

**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 “Revenue from Operations” as per Profit & Loss account of audited annual financial statements
  - (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.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

**F-11**

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,

M/s Brahmputra Cracker and Polymer Ltd.

SUB: "RATE CONTRACT FOR MISCELLANEOUS CIVIL AND STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE YEAR."

e-TENDER No.: BCPL/C&P/LE21W290MB/90002120

| SL.<br>NO. | REFERENCE OF TENDER DOCUMENT |          |               |         | BIDDER'S<br>QUERY | BCPL'S REPLY |
|------------|------------------------------|----------|---------------|---------|-------------------|--------------|
|            | SEC. NO.                     | Page No. | Clause<br>No. | Subject |                   |              |
|            |                              |          |               |         |                   |              |

NOTE: The Pre-Bid Queries may be sent by fax / e-mail before due date for receipt of Bidder's queries in terms of Clause No. 8.1 of ITB.

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER : \_\_\_\_\_



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

**F-12**

**E-Banking Mandate Form**  
**(To be issued on vendors letter head)**

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 Brahma Putra Cracker and Polymer Ltd. 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 Brahma Putra Cracker and Polymer Ltd. 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)



F-13

# INTEGRITY PACT

for Integrity Pact



(Pranjal Kumar Phukan)



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

## INTEGRITY PACT

### INTRODUCTION:

BCPL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (BCPL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure- 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

for Integrity Pact  
  
(Pranjal Kumar Phukan)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

**ANNEXURE-1**

**Bidder is required to sign the Integrity Pact with BCPL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.**

**I COMMITMENTS AND OBLIGATIONS OF THE “COUNTERPARTY”**

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with BCPL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass BCPL's confidential information to any third party unless specifically authorized by BCPL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
  - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
  - ii) If it comes to know of any unethical or illegal payment / benefit;
  - iii) If it makes any payment to any BCPL associate.
- f) The Counterparty shall not make any false or misleading allegations against BCPL or its associates.

**II VIOLATIONS & CONSEQUENCES:**

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BCPL shall be entitled to terminate the Contract. Further, BCPL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per **“Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices”**

for Integrity Pact  
  
(Pranjali Kumar Phukra)



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

**INDEPENDENT EXTERNAL MONITORS (IEMS)**

Presently the panel consisting of the following Independent External Monitors (IEMs) has been appointed by BCPL, in terms of Integrity Pact (IP) which forms part of BCPL Tenders / Contracts.

- i) Sh. S. Srinivasan [email:s.srinivasan1980@gmail.com]

This panel is authorised to examine / consider all references made to it under this tender/ contract. The bidder(s) , in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender/contract issuing officer or Nodal Officer (presently Pranjal Phukan, CM (C&P)- Email pranjalk.phukan@bcplindia.co.in) in BCPL or directly with the IEMs on the panel or IEM c/o Chief Vigilance Officer, GAIL ( India) Limited, GAIL Bhawan, 16, Bhikaiji Cama Place, R.K. Puram, New Delhi – 110066.

for Integrity Pact  
  
(Pranjal Kumar Phukan)





**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
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**ANNEXURE-2**

**INTEGRITY PACT**

(To be executed on plain paper)

**Between Brahmaputra Cracker and Polymer Ltd., a Government of India Public Sector, (here-in-after referred to as “Principal”).**

**AND**

\_\_\_\_\_ (here-in-after referred to as “The Bidder/ Contractor”).

**(Principal and the Bidder / Contractor are here-in-after are referred to individually as “Party” or collectively as “Parties”).**

**PREAMBLE**

The Principal intends to award under laid down organizational procedures, contract/s for \_\_\_\_\_. The Principal values full compliance with all relevant laws of land rules, regulations, and economic use of resources and of fairness /transparency in its relations with its Bidder (s) and/or Contractor (s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
  - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
  - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process , provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.
  - iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

For Integrity Pact  
  
(Principal's Name)

**Section 2 – Commitments of the Bidder (s)/Contractor (s)**



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
  - i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
  - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
  - v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

For Integrity Pact  
  
(Pranjal Kumar Plankar)

## Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process or take action as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

## Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security .
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

## Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of “**Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices**”

## Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

For Integrity Pact  
  
(Pranjul Kumar Plankar)

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the MD, BCPL.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

4. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

For Integrity Pact  
  
(Pranjal Kumar Phukan)

7. The Monitor will submit a written report to the MD, BCPL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the MD, BCPL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, BCPL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.
10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

## Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. Any violation to the same would entail disqualification of the bidders and exclusion from future business dealing.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the MD, BCPL.

## Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Guwahati.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.



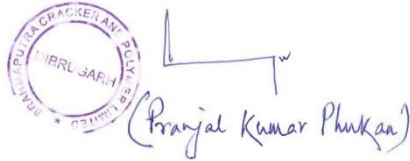
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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.

for Integrity Pact  
  
(Pranjal Kumar Phukan)

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

for Integrity Pact  
  
(Pranjal Kumar Phukan)

(For & on Behalf of Principal)

(Office Seal)

(For & on Behalf of  
Bidder/Contractor)

(Office Seal)

Place .....

Date .....

Witness 1:  
(Name & Address)

.....  
.....  
.....

Witness 2:  
(Name & Address)

.....  
.....  
.....



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
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(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

**F-14**  
**FREQUENTLY ASKED QUESTIONS (FAQs)**

| SL.NO. | QUESTION                                                              | ANSWER                                                                                                                                                                             |
|--------|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0    | Can any vendor quote for subject Tender?                              | Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.                                                     |
| 2.0    | Should the Bid Evaluation Criteria documents be attested?             | Yes. Please refer Section II of Tender document                                                                                                                                    |
| 3.0    | Is attending Pre Bid Meeting mandatory.                               | No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder. |
| 4.0    | Can a vendor submit more than 1 offer?                                | No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.                                                                                                        |
| 5.0    | Is there any Help document available for e-Tender.                    | Refer FAQs as available on GAIL E-Tender portal.                                                                                                                                   |
| 6.0    | Are there are any MSE (Micro & Small Enterprises) benefits available? | Yes. Refer Clause No. 40 of Instructions to Bidders of Tender Document.                                                                                                            |
| 7.0    | Are there are any benefits available to Startups?                     | Refer Clause No. 49 of Instructions to Bidders of Tender Document.                                                                                                                 |

All the terms and conditions of Tender remain unaltered.



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**  
(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

F-15

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE  
AS PER GST LAWS)**

(to be submitted on letter head along with documents for release of payment)

To,  
M/s. Brahma Putra Cracker and Polymer Ltd.

SUB: .....  
PO NO: .....

Dear Sir,

We \_\_\_\_\_ (Name of the Supplier) hereby confirm that E-Invoice provision as per the GST Law is

Applicable to us [       ]

Not Applicable to us [       ]

(Supplier is to tick appropriate option (✓ or X) above).

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice cannot be processed for payment by BCPL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to BCPL for any reason attributable to Supplier (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

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



भाग – IV  
**SECTION – IV**

संविदा की सामान्य शर्तें) जीसीसी(  
**GENERAL CONDITIONS OF  
CONTRACT (GCC)**



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**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

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Dear Sir,

In reference to the Tender number BCPL/C&P/LE21W290MB/90002120 dated 21.04.2022, I / we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I / We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

**GCC:** [[https://www.bcplonline.co.in/UploadFiles/GCC\\_Services.pdf](https://www.bcplonline.co.in/UploadFiles/GCC_Services.pdf)]

Thanking you,

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

Name:

Designation:

Company Seal:



# **SECTION – V**

## **SPECIAL CONDITIONS OF CONTRACT [SCC]**



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

## 1 INTRODUCTION:

- 1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Scope of Work, Schedule of Rates, Specifications, Drawings and any other documents forming part of the contract, wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of the document shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnancies or variations in the Special Conditions of Contract and are not possible of being reconciled with the provisions of General Conditions of Contract.
- 1.4 The work is to be carried out in “restricted area” and contractor will have to work strictly as per instruction of Engineer-In-Charge and obtain permission in standard format for every employee working for him, who are liable for physical check by competent authority as decided by Engineer-In-Charge at any time.
- 1.5 **This contract is primarily meant for the civil and structural works in BCPL plant premises and offsite, Railway Siding, Raw Water Intake Well, Lakwa and Duliajan units of BCPL and along Lakwa-Leptetkata and Duliajan-Lepetkata pipelines in conjunction with their SV stations. However the services of this contract at any other location shall also be required, at the sole discretion of BCPL.**
- 1.6 Wherever it is mentioned in the specifications that the Contractor shall perform certain Work or provide certain facilities, it is understood that the Contractor shall do so at his own cost and the value of contract shall be deemed to have included cost of such Performance and provisions, so mentioned.
- 1.7 The materials, design and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.8 The quoted rates shall be firm and valid till the complete execution of the order.



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
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**2.0 POINTS TO BE TAKEN CARE BY THE BIDDER WHILE QUOTING THE RATES:**

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

| Sl.No. | Wage components                                                                                                  | Rates                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | Minimum wage                                                                                                     | That all the contractors undertaking various contractual jobs across all operational locations of BCPL, will pay revised minimum wages as notified by Central Government vide notification dated 19th January 2017 and revision/ increase of VDA from time to time. The minimum rates of wages include the wages of Weekly Off/ Rest Day wages as per the guidelines of above mentioned gazette notification of Ministry of Labour and Employment, Government of India. |
| 2.     | Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges          | 13% of minimum wages as per EPF & Misc. provisions Act 1952. Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite.                                                                                                     |
| 3.     | Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923 | 3.25% of gross wages towards ESI contribution as ESI Act 1948. Where ESI is not applicable, the concerned workers shall be covered under Employee's Compensation Act, 1923 for which insurance policy to be obtained under Employee's Compensation Act, 1923 and submitted to EIC.                                                                                                                                                                                      |
| 4.     | Bonus                                                                                                            | <b>8.33% as per payment of Bonus Act (Amendment) Act 2015 i.e. Rupees seven thousand only or minimum wages whichever is higher per months.</b> (To be paid to the contract workers during festival time by the contractor and seek reimbursement on submission of proof of payment of bonus).                                                                                                                                                                           |
| 5.     | Death Gratuity                                                                                                   | Death gratuity in cases of death or permanent disablement during the currency of the contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of the deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit.                       |
| 6.     | Annual Leave with Wages as per Factories Act/ Rules or Shops & Establishment Act of respective State             | Annual Leave with wages to be paid as per the provisions of Factories Act 1948. Compliance to be done in terms of the statutory provisions and same be reflected in Attendance Register and Leave Records by the contractor.                                                                                                                                                                                                                                            |



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

| Sn  | Wage components                                                                                                                     | Rates                                                                                                                                                                                                                                                                                                                                                                  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.  | Overtime for working extra work/ Compensatory off (provision for over time should be made in the contract value as per requirement) | Over time as applicable under Factories Act, 1948 Or Shops & Establishment Acts of Assam. Disbursement should be maintained in Overtime Register prescribed in CL(R&A) Act, 1970.                                                                                                                                                                                      |
| 8.  | Cost of safety kit & liveries in terms of safety provisions under Factories Act, 1948 (for workers working in factories only)       | Contractor has to distribute safety kit and liveries (2 pairs of shirts, trousers, shocks and one pair of safety shoes per year as per safety norms of BCPL). The cost will be reimbursed on submission of proof of purchase & distribution.                                                                                                                           |
| 9.  | Maternity Benefit to women contract worker under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable                  | As per the provisions of ESI Act, 1948 or The Maternity Benefit Act where ESI act is not applicable.                                                                                                                                                                                                                                                                   |
| 10. | National Holidays:                                                                                                                  | That contractor shall provide 03 (Three) National Holidays in a calendar year i.e. 26 <sup>th</sup> January (Republic Day), 15 <sup>th</sup> August (Independence Day) and 2 <sup>nd</sup> October (Gandhi Jayanti).                                                                                                                                                   |
| 11. | Festival Holidays:                                                                                                                  | That contractor shall provide 08 Festival Holidays in a calendar year including International Labour Day (i.e. 1 <sup>st</sup> May/May Day)                                                                                                                                                                                                                            |
| 12. | NON-STATUTORY ALLOWANCE                                                                                                             | In addition to the Minimum Wages, Contract workers to get additional Non-statutory allowances @ 16% on the applicable minimum wages of different skill category. This non- statutory allowance will be paid to all contract workers deployed at various operational locations of BCPL as per MoS dated 29.03.2019.                                                     |
| 13. | SHIFT ALLOWANCES:                                                                                                                   | Contractor workers perform their duties in shifts, will be paid Shift Allowance @ Rs. 30/- per day for A & B Shift and @ Rs.40/- per day for "C" Shift.                                                                                                                                                                                                                |
| 14. | EMPLOYMENT CARD / Identity Card:                                                                                                    | That all the contractors will issue Employment Card to their contract workers as per CL (R&A) Act-1970 and rules made thereunder without fail. Employment Card to be issued immediately on joining to their respective workers.                                                                                                                                        |
| 15. | ISSUANCE OF WAGE SLIP:                                                                                                              | That all contractors will issue Wage Slip to all their contract labourers every month in Form XIX under Rule 78 (1) (b) of Contract Labour (R&A) Act. 1970 and Central Rules 1971.                                                                                                                                                                                     |
| 16. | Maintenance of Registers                                                                                                            | The contractor is required to maintain the following registers: Form A (Employee Register), Form B (Wage Register), Form C (Register of Loans/Recoveries, & Form D (Attendance Register) under Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017. The copies of above registers are required to be submitted along with monthly RA Bills. |



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

|     |                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-----|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17. | Periodical Medical examinations                                                                                     | The contractor shall carryout the periodical medical examinations once in a year as per factories act 1948 and Assam Factories Rules 1950 at least once in a year. An Amount of Rs. 750/- per worker per year will be reimbursed after producing reports of examinations and Health Register as per Factories Act,1948 & Assam Factories Rules 1950.                                                                                                                                                                                                                                                                                                                                                                     |
| 18. | PROVISION REGARDING PRADHAN MANTRI SURAKSHA BIMA YOJANA (PMSBY) AND PRADHAN MANTRI JEEVAN JYOTI BIMA YOJANA (PMJBY) | “Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of BCPL. The cost of the insurance premium amount for both the above schemes shall be borne by the contractor giving evidence/proof to BCPL in this respect and Contractor shall suitably consider the same in their bid. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.” |

2.2 The contractor shall be solely responsible for the **Payment of Minimum Wages, as per Labor Law/ Central Government notification (latest)** to all the employees engaged by him. Normally minimum wages are revised during the months of April & October in every year and accordingly contractor has to consider the escalation of minimum wages in their quoted rates. Apart from the points listed in Sl No. 2.1 above, the contractor has to consider the following:

- (i) The contract is mainly a rate contract, valid for one (01) year with no escalation for material or labour and the work shall be executed based on requirement from time to time at locations mentioned at SCC clause No.:1.5. Thus, the rates will remain firm throughout the period of contract, irrespective of executed value of the contract which might be above or below the awarded value notwithstanding GCC clause no.60.2.1 (e).
- (ii) The contractor is responsible for obtaining the labour license under the provisions of the Contract Labour (R & A) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.
- (iii) Minimum Wages shall be paid as notified under Minimum Wages Act-1948 and its amendment thereof. Escalation of Minimum Wages in every 6 months i.e. 1st April and 1st October to be provisioned.
- (iv) The Contractor is solely responsible for the disbursement of wages and other dues to their respective workman latest by 7th day of every month via electronic mode.
- (v) Paid Weekly Off shall be granted to every workman after continuous 6 days of working.
- (vi) Paid National Holiday shall be granted to every workman during a calendar year.
- (vii) Paid Festival Holiday (07 Days) shall be granted to every workman in a calendar year. Worker will decide the particular festival day on which they will take the leave after mutual discussion with the respective contractors to ensure that there is no hindrance to the work at BCPL Site.
- (viii) Annual Leave wages shall be allowed to workman as per the provisions of the Factories Act-1948 and rules made thereunder.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

- (ix) Contractor shall pay bonus to their respective contract workers as per the Payment of Bonus Act-1965 and as amended from time to time.
- (x) Provident Fund shall be regulated as per the provisions of Employee Provident Fund & Miscellaneous Provisions Act-1952 and as amended from time to time. Contractor shall ensure activation of UAN number with Bank Account for all the contract workers engaged by them in their respective worksite. The Contractor shall have his own PF code no with RPFC as required under EPF Misc. Provisions Act, 1952. It is also recommended that Contractor should obtain a subcode under EPFO, Tinsukia and deposit the contribution of its workers in EPFO Tinsukia. The contract must submit the proof of depositing PF contribution of their workmen in form of monthly ECR mandate, Confirmation slip, and acknowledgment slip along with PF challan with monthly RA bills.
- (xi) Shift Allowance shall be granted to the workers who perform their duties in Shifts.
- (xii) Employees Compensation shall be regulated as per the provisions of Employee Compensation Act-2010 and as amended from time to time. The contractor shall ensure to obtain Employees Compensation Insurance policy covering the risks of accident at the workplace and injury sustained out of or in course of and out of employment in respect of workman deployed by the contractor as per Employees' Compensation Act, 2010 and rules framed there under.
- (xiii) Every women worker shall get Maternity Benefit as per the provision of the Maternity Act. 1961 and as amended from time to time.
- (xiv) Contractor to issue Employment Card to all their contract workers as per the FORM XIV (See Rule 76) of Contract Labour (Regulation & Abolition) Act. 1970.
- (xv) Contractor shall issue wage slip to their respective contract workers in "Form XIX" under Rule 78 (1) (b) of the Contract Labour (Regulation & Abolition) Act. 1970.
- (xvi) Contractor shall provide Uniform & PPEs to their respective contract workers as per contractual terms & conditions.
- (xvii) Contractor to undertake Health Check-up of all contract workers as per the provisions of the Factories Act-1948 and Assam Factories Rules -1950 and rules made thereunder & submit health checkup report to HR Department.
- (xviii) Contractor shall pay Retrenchment Compensation to retrenched contract workers as per the provisions of ID Act. 1947. Contractor to serve at least 30 days' notice or payment in lieu of notice to the contract worker those who have completed at least 240 days in preceding 12 months as on the day of retrenchment.
- (xix) Contractor shall abide by all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations.
- (xx) Contractor shall discharge obligations as provided under various statutory enactment including the Employees Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (R & A) Act 1970, Minimum Wages Act, 1948, the Payment of Wages Act, 1936, The Employees Compensation Act, 2010 (earlier known as Workmen's Compensation Act., 1923) and other relevant Acts, Rules and regulations enforced from time to time.
- (xxi) The contractor shall be solely responsible and indemnify the BCPL against all charges, dues, claims etc. arising out of the disputes relating to the due and employment of personnel, if any, deployed by him.
- (xxii) The contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- (xxiii) The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and give suitable direction for undertaking the contractual obligations.
- (xxiv) The contractor is required to maintain registers and records as required under different laws.
- (xxv) The contractor shall take care of the health insurance in respect of all their employees and workmen deputed for this work.
- (xxvi) The contractor shall deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- (xxvii) In addition to above, contractors shall ensure implementation of all applicable labour laws / legislation and rules made thereunder and their respective amendments issued by Appropriate Authority from time to time.
- (xxviii) The Contractor shall ensure compulsory Annual Health Check-up of the individual deployed manpower.
- (xxix) The contractor shall consider the overhead costs of the materials, carriage charges, workmen, tools / tackles, and other consumables along with his profit while quoting his rates.

2.3 The contractor has to quote the rates by considering all the points as listed in Point No-2.1 & 2.2 above.

2.4 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7<sup>th</sup> day of the subsequent month and meet all statutory obligation of payment as per minimum wages act. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.

2.5 Contractor shall submit the 'Police Verification' of each deployed worker to the EIC.

2.6 The intending Contractor shall be deemed to have visited the site. Non-familiarity with site and Process Industry conditions will not be considered a reason either for extra claim or for not carrying out job in strict conformity with drawings, specifications or any other terms and conditions of the tender.

2.7 The minimum technical details required for bidding has been incorporated of the "Detailed Scope of Work". However, if required, the bidder may refer further technical details of any specific equipment(s) which is available with BCPL.

2.8 The technical details of the work shall be treated as of confidential nature and the contractor should not pass them to any other organization/company/firm. Also, contractor shall not publish the technical details in any periodical / books / seminars / conferences.

2.9 In case during the execution of contract or thereafter at any later stage, including after the completion of contract, it comes into the knowledge of BCPL or any of its employee that the information submitted by the bidder, regarding experience etc., is false, BCPL shall have the right to terminate the contract immediately without assigning any reason thereof and get the remaining jobs executed at the risk and cost of bidder besides blacklisting it for further dealings with BCPL.

2.10 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of BCPL while at the site. His work will be supervised by BCPL engineers and contractor has to be strictly adhering to the instructions of BCPL Engineer.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

## **3.0 EXTRA AND SUBSTITUTED ITEM:**

The rates for extra items/substituted items of work, ordered to be operated / executed shall be derived as under:

- a) If the item of work is similar to the item for which, the bidder has quoted rates in SOR, the quoted rate shall be applicable.
- b) If the rate for the item does not appear in the SOR, the rate shall be derived from similar items of work indicated in SOR
- c) The rates for those items of work which cannot be derived from quoted rates in the SOR shall be derived from the prevailing market rates of material and labour plus 10% towards contractor's overheads and profits. The opinion of the Engineer in charge as to the current market rates for materials and the quantum of labour and material involved per unit shall be final and binding on the contractor.

For this purpose and for the purpose of sub-clause (c) above, the coefficient of labour, material and wastage shall be adopted from the APWD/CPWD analysis of rates/standard schedule of rates as decided by the ENGINEER-IN-CHARGE. The CONTRACTOR shall submit vouchers /quotations in proof of rates paid /likely to be paid for material and labour.

Above provisions for derivation of rates of extra items/substituted items shall supersede the provisions indicated in GCC.

## **4. CONTRACT PERIOD/EXTENSION OF CONTRACT PERIOD :**

- a. The initial period of the contract shall be one year i.e. 12 months from the date of issuing the LOI/LOA which is further extendable based upon the performance of the contractor (if required) on same rates, terms and conditions at sole discretion of BCPL.
- b. The decision of the "ENGINEER-IN-CHARGE" regarding extension of the contract shall be final and binding on the contractor.

## **5. PRE-BID MEETING:**

For more clarity of the site jobs and to clear the doubts of the bidders, a Pre-bid conference shall be arranged by BCPL at Lepetkata. All the prospective bidders are advised to attend the same at their own cost. However Non-participation in the pre-bid conference shall not dilute the bidder's responsibility.

## **6. WORK PROCEDURES:**

- 6.1 The Works have to be carried out as per standard engineering practices and as per instructions of ENGINEER-IN-CHARGE. In case of any discrepancies, the decision /interpretation of EIC shall be final.
- 6.2 Contractor shall start the job after getting intimation from EIC/Representative of EIC. Once the job is started, it shall be continued till completion and after completion of all the jobs; area must be cleaned / cleared up to the satisfaction of Engineer-in-Charge. In case of any unforeseen situation, Job can be stopped midway only after getting permission from EIC. Depending upon the criticality of the job.
- 6.3 The Contractor has to generate document and maintain record of executed jobs and take signature of the concerned Engineer for completion of the job on "Daily Activity Report" in the format introduced by EIC from time to time, failing which the same shall not be considered for billing. In normal circumstances, contractor has to get certifications of all the jobs done in the previous month by first week of present month.
- 6.4 The execution of the work may continue working during all times and weather conditions and no extra rate will be considered on jobs round the clock including General Holidays, National



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Holidays, May day etc as per the requirement of BCPL to be decided by Engineer-In-Charge and contractor should take this aspect into consideration while quoting his rates. No extra claim will be paid on any account.

- 6.5 For all the jobs, the transportation of equipments/spares/consumables/piping materials/structural to site and from one unit to the other, and from point to point, shall be in the scope of the contractor
- 6.6 Cleaning of the area/equipment after completion of jobs and shifting of scraps from job location to nearest scraps bin in plant premises shall be in the scope of the contractor.
- 6.7 The Contractor shall ensure the quality of the jobs carried out. In case of repetition of jobs due to faulty workmanship/negligence attributable to contractor, same shall be carried out by the contractor without any additional cost implication to BCPL. If such repetitions are frequent, the "EIC" shall take suitable actions including deduction of cost of damages to the equipments / plant and cost of production losses etc in the best interest of the company.

## **7 TOOLS, TACKLES, MACHINERY, CONSUMABLES:**

The contractor shall always keep available the required tools and tackles, welding / grinding machines, hydro-testing equipments, Gas cutting arrangements, lifting tools, all consumables like welding electrodes, DA & Oxygen cylinders, Argon Cylinder, Grinding wheels, cables, regulators, and other material/machineries as may be considered necessary by the ENGINEER-IN-CHARGE for timely and efficient performance of the jobs as spelt out in the scope of work.

## **8 MANPOWER (ALL CONTRACTOR EMPLOYEES) RELATED CLAUSES:**

- 8.1 The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton clothing along with safety shoes and helmets. The use of protective clothing is a must for each workman at site. The contractor shall provide personal protective equipments (PPEs) including Cotton Cloth Uniform, Safety Shoes, Safety Helmet, Welding Goggles, Grinding Goggles, Hand Gloves, Safety Belts and Rope Ladders etc. as per prevailing safety norms, to all the personnel deployed for the execution of the jobs. Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.
- 8.2 Employees/ workmen of contractor shall be polite decent and courteous to all officers / employees / workmen of BCPL and shall maintain high standard of discipline, decency and decorum. They shall be medically fit and fully competent to perform the work Personnel employed by the contractor and supervisor working on the roll of the contractor.
- 8.3 The contractor shall employ such workers who are above 18 years of age.
- 8.4 Transportation of contract employees to the site and back shall be the responsibility of the contractor. The personnel deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of the contract.

## **9 Experiences and qualifications:-**

- 9.1 For the smooth execution of the services contracted out herein, it is expected that the contractor will deploy personnel, if any, who has the proper qualification, experience and expertise as normally required under the norms followed and also meets the statutory requirements.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 9.2 BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their inadequate qualification / experience, unsatisfactory performance, improper conduct and breaking discipline. If any replacement is sought by “ENGINEER-IN-CHARGE”, the same shall have to be arranged by the contractor within 24 Hours or as per instruction of “ENGINEER-IN-CHARGE”. In case of any dispute the decision of “ENGINEER-IN-CHARGE” shall be final and binding.
- 9.3 BCPL reserves the right to reject any one or all the personnel deployed by contractor on the basis of their performance, conduct and discipline.
- 9.4 For this job contractor shall provide skilled person on all days of week including Sundays and Gazette Holidays as per site requirement or as per instruction of EIC. Contractor shall also make arrangements for extra personnel, as and when required and as instructed by EIC, to assist in various operation and maintenance requirements.

## **10 SUPERVISION OF WORK :**

- 10.1 The contractor himself is solely responsible for supervising his own manpower and he should be able to manage all site related mechanical maintenance activities while executing job at site, guide his personnel to carry out the work with proper safety and as per the instructions of the Engineer-In-Charge. Contractor shall also be able to make arrangements for additional/extra manpower assistance services as instructed by EIC as and when required.
- 10.2 All the personnel engaged by the contractor shall report to EIC or authorized representative of BCPL daily for allocation of job.
- 10.3 The contractor must be capable to arrange crews in case of emergency, immediately at site.

## **11 SITE OFFICE:**

The contractor has to maintain his site-office at his own cost. Space for site office shall be provided by BCPL, if available.

## **12 GUARANTEES AND WARRANTIES:**

All manufacturer's warranties and guaranties for equipment supplied by the CONTRACTORS shall be passed to the EMPLOYER. Further, guarantees/warranties for any work carried out to by specialized agencies such as water proofing, anti –termite etc. shall also be passed to the EMPLOYER.

## **13 UTILITY SUPPLY BY BCPL:**

Within one month of the completion of work(s)/Part(s) in all respect, the contractor shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all surplus materials and rubbish is cleared off the site completely nor until the work shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The works will not be considered as complete and taken over by the owner, until all the temporary works, labour, store, colonies etc. constructed are removed and the work site cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the works, the ENGINEER-IN-CHARGE may at the expenses of the CONTRACTOR remove such, surplus materials and rubbish and disposal off the same as he thinks fit and clean off.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such surplus materials as aforesaid except for any such actually realized by the sale thereof.

## **14 SAFETY, SECURITY RELATED CLAUSES:**

- 14.1 The contractor shall provide personal protective equipment including Cotton cloth, safety shoes, safety helmet, Welding goggles, Grinding goggles, hand gloves, safety belts, safety net and rope ladders etc. as per prevailing safety norms, to all the personnel deployed for the execution of the mechanical maintenance jobs. Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.
- 14.2 Special safety equipment like breathing apparatus, gas masks etc. shall be provided by BCPL. Eyes' protection kits will also be provided by BCPL, whenever required. Contractor will be responsible for accounting of the same.
- 14.3 All jobs are to be carried out under "Permit system" on receipt of the intimation from S/I or site engineer. The contractor has to cross check for ensuring availability of "Safety work permit" duly signed by process/safety personnel with mechanical S/I or site engineer before starting the jobs. The contractor has to comply all safety requirements for the execution of the job, as per instructions of Plant Safety Officer / "ENGINEER-IN-CHARGE". Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.
- 14.4 Contractor shall maintain first aid facility for his employees, however first aid available with BCPL will be provided by BCPL if available. Remaining expenditure towards treatment of contractor's employee will be borne by contractor.
- 14.5 The Contractor shall have to take adequate security measure for security of their office, equipment, machinery, tool & tackles and material. In the case of theft or loss, BCPL will not be held responsible.
- 14.6 All the employee of contractor should observe the security and safety related rules and regulations introduced from time to time by BCPL management. Violation of this shall attract penalty as per SCC.

## **15 SPECIAL NOTE FOR BIDDERS :**

- 15.1 The contractor should take all necessary care while working that no trap, pipeline, item get choked / damaged. In case the traps, pipelines get choked or anything gets damaged during working then the retainer shall have to replace/ rectify the same at his risk and cost. Further any damage / loss in the contractor / retainer's workshop/office/ store/custody or during lifting or transportation shall be promptly repaired/replaced as the case may be by the retainer on his cost & risk.
- 15.2 Since the work is of miscellaneous nature, which is generally of urgent nature and required as and when need basis, therefore the contractor/retainer may be required to attend the work on holidays including Saturdays and Sundays and on late hrs. Nothing extra will be paid for working during the late hours and on holidays. Retainer will have to make all necessary arrangements for security and safety of his persons and work place like providing safety belts, shoes, helmets, proper illumination of work place etc.
- 15.3 The contractor shall abide by all the rules, regulations, laws & safety aspects applicable including minimum wage act in respect of the staff engaged by him and the contractor shall be wholly responsible for his employees, their safety, the applicability of PF, gratuity, medical, insurance etc. and any other statutory provisions that may be enforced from time to time. BCPL will not be responsible in any way for payment on these



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

- accounts. Any labour or staff related points, problems, and disputes if any will be the sole responsibility of contractor and he has to indemnify the BCPL & its persons from above claim or fine etc., imposed by any Private or government body / person. All the labour and employee laws should be complied by the contractor at his own cost & risk.
- 15.4 The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and shall give suitable direction to his workmen deployed for undertaking contractual obligations.
- 15.5 The Contractor/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
- 15.6 In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities.
- 15.7 The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
- 15.8 No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
- 15.9 The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.
- 15.10 The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
- 15.11 The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
- 15.12 The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.
- 15.13 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.
- 15.14 The contractor/contracting firm 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 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.



## ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 15.15 The contractor/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.
- 15.16 The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto every month along with the monthly bills to the Engineer –In-Charge. The checklist- is indicative for monthly bills only and other forms/returns as required under various acts shall be required to be filed/maintained by the contractor himself regularly.
- 15.17 Since this is a maintenance work, which is generally of urgent nature and required as and when need basis, therefore the contractor/retainer may be required to attend the work on holidays including Saturdays and Sundays and on late hrs. Nothing extra will be paid for working during the late hours and on holidays. Retainer will have to make all necessary arrangements for security and safety of his persons and work place like providing safety belts, shoes, helmets, proper illumination of work place etc.
- 15.18 The contractor shall abide all the rules, regulations, laws & safety aspects applicable including minimum wage act in respect of the staff engaged by him and the contractor shall be wholly responsible for his employees, their safety, the applicability of PF, gratuity, medical, insurance etc. and any other statutory provisions that may be enforced from time to time. BCPL will not be responsible in any way for payment on these accounts. Any labour or staff related points, problems, and disputes if any will be the sole responsibility of contractor and he has to indemnify the BCPL & its persons from above claim or fine etc., imposed by any
- 15.19 Private or government body / person. All the labour and employee laws should be complied by the contractor at his own cost & risk.
- 15.20 The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and shall give suitable direction to his workmen deployed for undertaking contractual obligations.
- 15.21 The Contractor/contracting firm shall obtain comprehensive insurance policy covering all risks such as accidents, injuries and death likely to be caused to his workers or -to a third person including loss to the properties of Owner /BCPL or to some other agency. The premium amount should be deposited with the insurance agency by the contractor regularly and without any delay.
- 15.22 In case of any accident resulting in injury or death in respect of the personnel deployed by the contractor during the execution of the work, the contractor shall be solely responsible for payment of adequate compensation, insurance amount, etc. to the person injured/next kith and kin of the deceased. Contractor shall indemnify BCPL from such liabilities.
- 15.23 The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get examined his employees / workers through a Government Doctor before deployment.
- 15.24 No worker of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.
- 15.25 The contractor/contracting firm shall indemnify BCPL against all claims, demands, actions, cost and charges etc. brought by any Court, Competent Authority / Statutory Authorities against any act or acts of the contractor/contracting firm or his workers.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 15.26 The contractor/contracting firm shall deploy the workers after verification of their character and antecedents. In case any worker is found having criminal record, he shall have to be immediately replaced without any delay.
- 15.27 The contractor/contracting firm shall issue proper identity cards to all the workers who are to be engaged for the job. The identity cards shall be signed by the contractor or his authorized representative. The contractor/contracting firm shall also be responsible for obtaining the gate passes from CISF in respect of all their personnel.
- 15.28 The supervision of the personnel shall be done by the contractor/contracting firm through their authorized representative and the name of the supervisor shall be invariably intimated to the Engineer-In-Charge at the commencement of contract.
- 15.29 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.
- 15.30 The contractor/contracting firm shall pay the wages to the workers latest by 7<sup>th</sup> of the subsequent month at the rates as per the Minimum Wages Act and as notified 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.
- 15.31 The contractor/contracting firm shall be required to deposit contribution towards ESI, if applicable, or any other statutory payments to be made in respect of his workers well in time and submit a copy of challan to owner/Engineer In-charge in monthly/quarterly basis failing which BCPL will deduct from his bills the amount equivalent to such deductions along-with penalty as per the provisions of the applicable Act.
- 15.32 The contractor shall be required to furnish proof/copies of forms/returns as per the checklist attached hereto every month along with the monthly bills to the Engineer –In-Charge. The checklist- is indicative for monthly bills only and other forms/returns as required under various acts shall be required to be filed/maintained by the contractor himself regularly.
- 15.33 Notwithstanding anything contained elsewhere, BCPL may at any time its discretion terminate the contract or part of the contract after giving 07days notice in writing to the contractor without assigning any reason and upon such termination the BCPL shall have the right to remove the contractor's materials from site and the contractor shall be paid price of the work satisfactorily completed in accordance with the provisions of this contract.

## **16 CHECK MEASUREMENT**

Measurement shall be recorded as per the methods of measurement spelt out in SOR and IS: 1200 in conjunction with SCC of Contract/Tender Document. The responsibility for checking the measurements as recorded in the measurement Books/Bills shall be as under:

## **17 TERMS OF PAYMENT:**

- 17.1 The Measurement of Work and payment thereof will be done as deliberated in measurement and payment methodology.
- 17.2 Contractor is required to submit monthly running bills in quadruplicate to ENGINEER-IN-CHARGE along with the copies of separate measurement sheets of executed jobs during previous month by first week of every month, for job certification and payment.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- The payment against monthly RA Bill shall be released based on the actual executed job, duly certified by EIC.
- 17.3 The payment shall normally be made within thirty days of submission of bill to ENGINEER-IN-CHARGE by Finance Department after statutory deductions.
- 17.4 As per present practice, RA bill will be processed after obtaining Site Clearance certificate from Operation & F&S department by the Contractor. However, any further guidelines/ regulation/penalty etc with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor
- 17.5 In case of any damage to BCPL's property occurs during the execution of work due to contractor or of his employees, deduction will be made from the total claims according to the total evaluated cost of the damaged article. The evaluation of the damage will be done at the sole discretion of BCPL as decided by the ENGINEER-IN-CHARGE.
- 17.6 The contractor shall submit a certificate along with each running bill that the contractor has obtained the EPF code no. (Code number to be indicated) and EPF contribution in respect of contractual labor up to the previous bill has already been deposited with the PF commissioner.
- 17.7 Final bill along with No claim certificate shall be submitted within 30 days of completion of contract period.
- 17.8 No mobilization advance shall be paid.
- 17.9 In no case payment of the bills shall be made if, the jobs are not certified by the site engineer from time to time.

## **18 DOCUMENTS TO BE ATTACHED WITH BILL:**

Following documents are to be furnished along with the bill at the frequency as given in the table. Further, any guidelines/ regulation/ penalty etc with regards to this clause notified by HR/ F&S/Central agency of BCPL from time to time during execution of contract shall be binding on the contractor:

### **(A) PAYMENT OF RUNNING BILLS:**

100% payment shall be released on completion of item / work as certified in the R.A bills. The R.A. bills shall be submitted in a printed form in quadruplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills.

Contractor has to furnish the below mentioned documents with the 1st RA bill:

- i. Power of attorney in the name of the signatory of the bill is required.
- ii. Copy of PAN card.
- iii. Copy of VAT registration certificate.
- iv. Copy of Labour license for the said work
- v. Copy of provident fund registration certificate
- vi. Copy of registration under interstate migrant workers act. (if applicable)
- vii. Copy of registration under Assam building and other construction workers act.
- viii. Copy of last month EPF/ESI challan, duly certified that provident fund amount with respect to workers engaged for the work has been deposited.
- ix. Certificate of minimum wages act compliance.
- x. Copy of contractors all risk policy.
- xi. Copy of workmen insurance policy.
- xii. Copy of insurance policy of plant and machinery engaged for the job.
- xiii. Certificate of WCT.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

## (B) **PAYMENT OF FINAL BILL:**

- i. Contractor must submit his final bill within 60 days of completion of the work and payment of the final bill shall be made to the contractor within 30 days of the submission of the bill and after completion of all obligations under the contract.
- ii. Indemnity Bond of Rs. 100/- duly notarized from the Notary indemnifying BCPL from all the liabilities w.r.t the persons engaged by the contractor regarding payment of wages, Provident fund, Insurance and other payments etc.
- iii. No dues certificate from the contractor.
- iv. Any other document as per statutory requirement
- v. No Demand Certificate: The contractor shall submit No Demand Certificate (NDC) for the net payment as finalized in the final bill before release of payment. The final bill shall be paid only on submission of NDC, otherwise final bill will be paid only after one year of submission of the same, as per BCPL records and no claim of contractor shall be entertained thereafter.
- vi. Any other document as per statutory requirement

The bills shall be submitted in a printed form in triplicate along with soft copy of bill. Security deposit and other taxes as applicable shall be deducted from the bills.

## 19 **DEFECT LIABILITY PERIOD:**

The tenderer shall guarantee all the work (Including workmanship & materials, etc.) executed by him for a period of six (06) months from the date of completion of work(s)/Part(s). If during this period any defect occur, the same shall be made good by the contractor at his own cost. Failure to comply with this requirement may result in the forfeiture of security deposit.

However, in case of critical items, if the guarantee period is beyond defect liability period, then guarantee shall be applicable for that period also.

## 20 **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 caused to roads /building / structures/ machinery, equipment, property either moveable or immovable during execution of work, the same will be made good by the contractor.

## 21 **OTHER CLAUSES:**

- 21.1 No contractor/contracting firm shall sublet or assign any work in part or whole to any individual, proprietorship firm, partnership firm, private ltd. Company, etc. without prior written permission of BCPL.
- 21.2 The CONTRACTOR shall furnish the following to the ENGINEER-IN-CHARGE for approval before commencement of work:
  - i. Samples of all material to be used in the item/work. Such samples shall be submitted before item/work is commenced in advance.
  - ii. Fabrication/Shop drawings prepared by the Contractor based on the latest tender drawings, technical specifications and site requirement.

The material representing approved samples shall only be used for the construction and installation. CONTRACTOR shall procure materials as indicated in list of approved makes (if given) / or materials with ISI certification may also be used after approval of ENGINEER-IN-CHARGE.



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**  
(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

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- 21.3 The EMPLOYER may make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose or if for any other reason it shall, in his opinion be desirable he shall have power to order in writing to the contractor to do and the contractor shall do any of the following:
- a) Increase or decrease in the quantity of any work included in the contract.
  - b) Omit any such work.
  - c) Change the character or quality or kind of any such work.
  - d) Change the levels, lines, position and dimension of any part of the works, and
  - e) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract. But the value, if any of all such variations, shall be taken into account in ascertaining the amount of the contract price.
- 21.4 Tenderer should quote all-inclusive prices including the liability of all types of taxes, duties and sales tax on works contract tax (if any) imposed by State/Central/Local Government bodies from time to time. Sales tax on works contract if applicable will be deducted at source as per the rules.
- 21.5 Income tax deductions as per Income Tax rules shall be made from CONTRACTOR's running account bills unless specific exemption has been obtained by the CONTRACTOR from the Income Tax Dept. and documentary evidence to this effect has been submitted to the EMPLOYER.
- 21.6 Sole responsibility rests with CONTRACTOR for procurement of all materials required for completion of work within the stipulated time.

**22 Termination of the Contract:**

BCPL may at any point of the time during the currency of the contract and solely at its discretion terminate the contract in full and in part by giving 30 days' notice before expiry of full terms of 01 year or extended term of contract. The contractor shall not be entitled for any compensation by reasons of any such termination and the contractor shall not be allowed to move for arbitration for any such termination. Security Deposit of the contractor will get forfeited in case of termination of contract.

If the contract is to be terminated due to non-performance of the contract, the same shall also be done by giving 30 days' notice period.

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# **SECTION – VI**

## **SCOPE OF WORK [SOW] & TECHNICAL SPECIFICATIONS**



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

## **SCOPE OF WORK**

The scope of work involves civil and structural works in BCPL plant premises and offsite, Railway Siding, Raw Water Intake Well, Lakwa and Duliajan units of BCPL and along Lakwa-Leptetkata and Duliajan-Lepetkata pipelines in conjunction with their SV stations. Civil jobs also include road construction works, roof treatment works, floor repairing works, river protection works etc. However the services of this contract at any other location shall also be required, at the sole discretion of BCPL as specified in drawings/technical specification and schedule of rates enclosed in commercial section of the bidding document. Further, it includes any other work not specifically mentioned but required to complete the work as per technical specifications, drawings and instructions of Engineer-In- Charge, which could be reasonably implied from the contents of the bidding document.

Scope of work shall be read in conjunction with item description of schedule of rates and contractor's scope shall include all activities though specifically not covered in description of item under "Schedule of Rates".

Rates shall include all cost for the performance of the item considering all parts of the bidding document. In case any activity though specifically not covered in the description of item under "Schedule of Rates" but is required to complete the work which could be reasonably implied / inferred from the content of bidding document, the cost of carrying out such activity of work shall be deemed to be included in the item rate. Quoted rate shall be inclusive of all required labour, materials, tools and tackles, consumables etc. and item rate offers shall be quoted taking into consideration that job shall be done as per specifications/drawings and with best workmanship.



# ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

## **SPECIFICATIONS:**

1. **GENERAL:** Unless otherwise specified, Technical Specifications of Works shall generally conform to the relevant CPWD Specifications of latest edition including amendments thereafter. In absence of any detailed specifications, work shall be carried out as per relevant Indian Standard Specifications or Code of Practice. Wherever the codes and specifications are silent then the same shall be governed by sound engineering practices and the decision of the Engineer-in-Charge / Consultant in matters of interpretation etc., shall be final and binding on the Contractor. The Contractor shall carefully acquaint himself with these specifications to determine his contractual obligations for the work. The conditions of these specifications will be binding on the Contractor and no deviation shall be permissible unless specifically approved by the Consultant / Engineer - in - Charge in writing. The work under this tender shall be executed strictly in accordance with the constructional and material requirements defined under these specifications. However brief specifications are given hereunder for general guidance purpose of the tenderers. It shall clearly be noted that the bidders are required to give their lump-sum rates taking into consideration all aspects as per site requirements and drawings/specifications enclosed along with this tender document. Quoted offers shall be inclusive of all materials and labour cost. Water and Power shall have to be arranged by the contractor for execution of the tendered work. The contractor shall be responsible to complete the entire work in all respects and any other works necessary to complete the job though especially not covered in the scope of work.
2. **DRAWINGS/DIMENSIONS:**  
Figured dimensions on drawings shall supersede measurements by scale and drawings to a large scale take precedence over those to a smaller scale. Special dimensions in the specifications shall be checked on site. The dimensions where stated do not allow for wastage, laps joints etc., the levels. Measurement and other information concerning the existing site on the drawings are believed to be correct, but the contractor shall verify them for himself and also examine the nature of the ground as no claim or allowance whatsoever shall be entertained hereinafter on account of any errors or omissions in the levels or the description of the ground turning out to be different from what was expected or shown on the drawings.
3. **CORRELATION OF DRAWINGS:**  
Before commencement of work, the contractor shall correlate all relevant structural, construction and services drawings and satisfy himself that the information available is complete and unambiguous. The contractor shall be responsible for any error / difficulty in execution / damage incurred owing to any discrepancy in the drawings which has been overlooked by him and has not been brought to the notice of the Engineer -in - charge / Consultant before execution.
4. **B.I.S CODES OF PRACTICE:**  
Wherever any reference is made in the specifications to any Bureau of Indian Standard (BIS) code of practice, it shall be understood to indicate the latest version of the code of practice in usage at the time of construction.
5. **MATERIALS**
  - a. The materials to be used in permanent works shall be new and of the best quality. All materials shall be in accordance with Specifications and approved by the Engineer-in-Charge or his representative.



ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**

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

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- b. Except otherwise specified or permitted by the Engineer-in-Charge or his representative all materials shall conform to the relevant Indian Standard Specifications (latest edition).
- c. In addition to special provisions made herein for sampling and testing of materials by particular methods, samples of all materials and proposed methodology for the execution of the works shall be submitted by the contractor for approval well in advance. The contractor shall supply the same to the testing lab, all carriages etc. shall be paid by the contractor, Samples, when approved will be retained by the Engineer's representative and for this purpose suitable labeled boxes for storage of samples shall be provided by the contractor. No material shall be supplied or used on permanent works until the samples of the same have been approved by the Engineer-in-Charge. If any material is rejected in testing the contractor shall promptly remove the rejected materials from the vicinity of the works to the satisfaction of the Engineer-in-charge.
- d. Material shall be packed, transported handled and stored on the site carefully and in a satisfactory manner so as to prevent any damage and/or deterioration of any kind either during transit or storage.
- e. Notwithstanding any tests that the Engineer-in-Charge or his representative may direct to be carried out at the contractor's sub -contractor's and/or manufacturer's premises, the Engineer's representative shall be at liberty to carry out any further test after delivery of the materials at the site, at the cost of the contractor and may reject any or all materials which fail to comply with the required specifications.
- f. Where items are specified by trade names or manufacturer's reference, the contractor may provide alternative items, equal in quality and design, in case of non-availability of specified manufacturer, with approval of Engineer-in-Charge. At no extra cost, provided samples of all such alternative along with a sample of the specified material have been previously submitted and approved by the Engineer- in-Charge.
- g. Should the Engineer-in-Charge or his representative at any time condemn any material or goods intended for use in the works as:
  - i. Being inferior to samples previously submitted
  - ii. Having deteriorated in transit or on storage or on the site.

OR

- iii. Not complying with the specifications. The contractor shall promptly remove all such materials from the vicinity of the works to the satisfaction of the Engineer-in-Charge. Should the Engineer-in-Charge discover on the works any materials other than those approved, he may order their immediate removal from the site. Any work executed with inferior materials is to be taken out and reinstated with approved material at the contractor's risk & cost.



# **SECTION-VII**

HEALTH, SAFETY  
ENVIRONMENT [HSE] SPECIFICATIONS



**ब्रह्मपुत्र क्रेकर और पालीमेर लिमिटेड**  
**BRAHMAPUTRA CRACKER AND POLYMER LIMITED**  
(भारत सरकार का उपक्रम) / (A Government of India Enterprise)

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**HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS**

**1. SCOPE**

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

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

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



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

**3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'**

|                              |                                                                   |
|------------------------------|-------------------------------------------------------------------|
| IS: 2925 – 1984              | Industrial Safety Helmets                                         |
| IS: 47701 – 1968             | Rubber Gloves for Electrical Purpose                              |
| IS: 6994 - 1973<br>[Part-I]  | Industrial Safety Gloves [Leather & Cotton Gloves]                |
| IS: 1989 - 1986<br>[Part-II] | Leather Safety Boots & Shoes                                      |
| IS: 5557 - 1969              | Industrial & Safety Rubber Knee Boots                             |
| IS: 6519 – 1971              | Code of Practice for Selections, Care & Repair of Safety Footwear |
| IS: 11226 – 1985             | Leather Safety Footwear Having Direct Molding Sole                |
| IS: 5983 - 1978              | Eye Protectors                                                    |
| IS: 9167 - 1979              | Ear Protectors                                                    |
| IS: 3521 - 1983              | Industrial Safety Belts & Harnesses                               |



# SECTION-VIII

## SCHEDULE OF RATES [SOR]

### UN-PRICED BID

**SUB:“RATE CONTRACT FOR MISCELLANEOUS CIVIL AND  
STRUCTURAL WORKS AT BCPL FOR A PERIOD OF ONE  
YEAR”**

**e-TENDER NO.: BCPL/C&P/LE21W290MB/90002120**



| Sn   | Description of Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Unit | Qty (P) | Unit rate (Rs.) (Q)                                              | Total amount (Rs.)<br>(S) = (P) x (Q)                                 |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------|------------------------------------------------------------------|-----------------------------------------------------------------------|
| A    | <b>HIRING OF EQUIPMENTS ON CALL BASIS AS PER REQUIREMENT (Item i. to vi. below)</b>                                                                                                                                                                                                                                                                                                                                                                                                                           |      |         |                                                                  |                                                                       |
| i.   | Hydraulic excavator of 1cum bucket                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Hour | 400     | To be submitted to client on demand after finalization of tender | To be considered in the overall total amount (sl. no. J) of this SOR. |
| ii.  | Air compressor with pneumatic chisel attachment for cutting hard clay                                                                                                                                                                                                                                                                                                                                                                                                                                         | Hour | 80      | To be submitted to client on demand after finalization of tender | To be considered in the overall total amount (sl. no. J) of this SOR. |
| iii. | Tractor with trolley                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Day  | 30      | To be submitted to client on demand after finalization of tender | To be considered in the overall total amount (sl. no. J) of this SOR. |
| iv.  | Smooth wheeled roller - 8 -10 tonne                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Hour | 120     | To be submitted to client on demand after finalization of tender | To be considered in the overall total amount (sl. no. J) of this SOR. |
| v.   | Dozer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Hour | 100     | To be submitted to client on demand after finalization of tender | To be considered in the overall total amount (sl. no. J) of this SOR. |
| vi.  | Tipper-5 cum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Day  | 60      | To be submitted to client on demand after finalization of tender | To be considered in the overall total amount (sl. no. J) of this SOR. |
| B    | Surface preparation:-Surface should be so prepared that it must be structurally sound, dry, solid and stable. The substrate should be clean and free of dust, dirt, oil, grease, wax, soap, paint, concrete curing compounds, loosely bonded toppings, old adhesive residues and any other substances that may prevent or reduce the adhesion of the product. Mechanically abrade and clean the substrate to completely remove the dust and other contaminants. Chemical removal methods are not recommended. | Sqm  | 500     | To be submitted to client on demand after finalization of tender | To be considered in the overall total amount (sl. no. J) of this SOR. |



|   | Description of Works                                                                                                                                                                                                                                                                                                                                                                                                                                               | Unit | Qty (P) | Unit rate (Rs.) (Q)                                              | Total rate (Rs.)<br>(S) = (P) x (Q)                                   |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------|------------------------------------------------------------------|-----------------------------------------------------------------------|
| C | Application of Floor levelling compound at 4 mm thickness:- Providing and applying a polymer modified cement base floor levelling compound like Fosroc Cemtop HD or equivalent product on the prepared surface at a minimum thickness of 4 mm after proper surface preparation and primed the surface with Nitoprime 33 or equivalent product. Application should be carried out as per manufacturer specification or as instructed by the engineer in charge.     | Sqm  | 500     | To be submitted to client on demand after finalization of tender | To be considered in the overall total amount (sl. no. J) of this SOR. |
| D | Application of a cementitious heavy duty cementitious polyurethane floor topping:- Providing and applying a flow applied heavy duty cementitious floor topping system which give highest order of durability to resist abrasion, chemical attack and other physical aggregation at a minimum thickness of 4 mm as per the manufacturer specification and as instructed by the engineer in charge.                                                                  | Sqm  | 500     | To be submitted to client on demand after finalization of tender | To be considered in the overall total amount (sl. no. J) of this SOR. |
| E | Supply and application of Nitoflor SL 1000 or equivalent, over the prepared surface after mixing mechanically the two components using heavy duty drilling machine until achieving a homogeneous mix, and spread on the prepared area using serrated trowel for a thickness of 1mm. Spike roller shall be rolled over to remove the entrapped air. Application should be carried out as per manufacturer specification or as instructed by the engineer in charge. | Sqm  | 500     | To be submitted to client on demand after finalization of tender | To be considered in the overall total amount (sl. no. J) of this SOR. |



|   | Description of Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Unit | Qty (P) | Unit rate (Rs.) (Q)                                              | Total rate (Rs.)<br>(S) = (P) x (Q)                                   |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------|------------------------------------------------------------------|-----------------------------------------------------------------------|
| F | Supply and laying of vermiculite cementitious concrete coating as fire proofing material on all equipment/ vessel skirts, saddles and supports, including carrying out the design for the coating thickness and getting the same reviewed by the owner, supplying, placing and fixing in position welded wire fabric reinforcement of 3 mm dia 50x50 mesh conforming to IS:1566 and tying the reinforcement with the are welded nuts by 16 SWG tying wire, including straightening,., sulting, bending of the reinforcement, cleaning the steel surfaces, vibrating, tamping, curring or providing a layer of approved membrane of curing compound, rendering to achieve a smooth and even surface, supplying and laying of 10mm thick bituminous mastic flashing conforming to IS:3037 for protection of top edges, painting the surfaces with a coat of microporous exterior top coat, including the cost of all labour, materials, shuttering, staging, scaffolding for all shapes and positions etc. All complete as per specifications and directions of engineer-in-Charge. (ALL MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR) | Cum  | 20      | To be submitted to client on demand after finalization of tender | To be considered in the overall total amount (sl. no. J) of this SOR. |
| G | Supply and laying of vermiculite cementitious concrete coating as per proofing material around structural steel members (viz beams, coloumns, ..... including carrying out the design for the coating thickness and getting the same reviewed by the owner/EIL. Complete with supply and welding of mes nuts clearing the steel surfaces, applying primer paint compatible with the already applied paint to the nuts and effected surfaces of the members die to welding. Supplying, placing and fixing in position welded wire fabric reinforcement 3 mm dia 50x50 mesh conforming to IS:1566 and tying the reinforcement to the nuts with 16SWG tying                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Cum  | 20      | To be submitted to client on demand after finalization of tender | To be considered in the overall total amount (sl. no. J) of this SOR. |



|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |         |          |                |                                                        |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|----------------|--------------------------------------------------------|
|   | wire, including straightening, cleaning, curing, bending, applying the self primer paint after cleaning of steel members, vibrating, tamping, curing or providing a layer of approved membrane of curing compound, rendering wherever required to achieve a smooth and even surface, providing chamfering at corners, supplying and laying of 10mm thick bituminous mastic flashing conforming to IS:3037 for protection of top edges; painting the surfaces with 2 coats of microporous exterior top coat including the cost of all labour, materials, shuttering, staging, scaffolding for all shapes and positions at all heights above pavement etc, all complete as per specifications and directions of Engineer-in-Charge.( ALL MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR) |         |          |                |                                                        |
| H | Estimated cost of DSR (2021) schedule of rates for building, roads and sanitation is Rs.3,00,00,000.00. Any item covered under the DSR(2021) shall be carried out by the contractor as per rates of DSR(2021), as per requirement and as directed by EIC (Engineer Incharge)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Lumpsum | 30000000 | Rs. 1.00       | 3,00,00,000.00                                         |
| I | Facility Management charges to be considered in percentage (%) including service charges, profit etc. on estimated cost of Rs. 3,00,00,000.00 of DSR (2021) schedule (Item no. H above)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Lumpsum | 1        | ( <u>Y</u> ) % | value to be considered for (Y %) of Rs. 3,00,00,000.00 |
| J | <b>Overall total amount after considering sl. no. A (i to vi) &amp; (B to I) with all applicable taxes.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |          |                | <b>To be quoted in GeM</b>                             |

**NB:**

- Bidders have to consider all the amount of each line item and quote the overall amount including the fixed amount of Rs. 3,00,00,000.00 (sl. no. H) in a single line item in GeM portal. The breakup of each line item shall be sought from the L1 bidder after opening of the price bid and accordingly detail LOA shall be issued.*
- A sample SOR is placed at Annexure-T at P/164-166. Please refer the sample to derive the overall total amount (row sl. no. J) which is to be uploaded in GeM portal. In case of any confusion to derive overall total amount, bidders can clarify their doubts during pre-bid meeting.*



**SAMPLE SOR (ANNEXURE-T)**

***Bidder has to refer this sample SOR and quoted accordingly in the above SOR at GeM portal.***

| Sn   | Description of Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Unit | Qty (P) | Unit rate (Rs.)<br>(Q) | Total amount (Rs.)<br>(S) = (P) x (Q) |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------|------------------------|---------------------------------------|
| A    | <b>HIRING OF EQUIPMENTS ON CALL BASIS AS PER REQUIREMENT (Item i. to vi. below)</b>                                                                                                                                                                                                                                                                                                                                                                                                                           |      |         |                        |                                       |
| i.   | Hydraulic excavator of 1cum bucket                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Hour | 400     | 1.00 (say)             | 400.00                                |
| ii.  | Air compressor with pneumatic chisel attachment for cutting hard clay                                                                                                                                                                                                                                                                                                                                                                                                                                         | Hour | 80      | 1.00 (say)             | 80.00                                 |
| iii. | Tractor with trolley                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Day  | 30      | 1.00 (say)             | 30.00                                 |
| iv.  | Smooth wheeled roller - 8 -10 tonne                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Hour | 120     | 1.00 (say)             | 120.00                                |
| v.   | Dozer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Hour | 100     | 1.00 (say)             | 100.00                                |
| vi.  | Tipper-5 cum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Day  | 60      | 1.00 (say)             | 60.00                                 |
| B    | Surface preparation:-Surface should be so prepared that it must be structurally sound, dry, solid and stable. The substrate should be clean and free of dust, dirt, oil, grease, wax, soap, paint, concrete curing compounds, loosely bonded toppings, old adhesive residues and any other substances that may prevent or reduce the adhesion of the product. Mechanically abrade and clean the substrate to completely remove the dust and other contaminants. Chemical removal methods are not recommended. | Sqm  | 500     | 1.00 (say)             | 500.00                                |
| C    | Application of Floor levelling compound at 4 mm thickness:- Providing and applying a polymer modified cement base floor levelling compound like Fosroc Cemtop HD or equivalent product on the prepared surface at a minimum thickness of 4 mm after proper surface preparation and primed the surface with Nitoprime 33 or equivalent product. Application should be carried out as per manufacturer specification or as instructed by the engineer in charge.                                                | Sqm  | 500     | 1.00 (say)             | 500.00                                |
| D    | Application of a cementitious heavy duty cementitious polyurethane floor topping:- Providing and applying a flow applied heavy duty cementitious floor topping system which give highest order of durability to resist abrasion, chemical attack and other physical aggregation at a minimum thickness of 4 mm as per the manufacturer specification and as instructed by the engineer in charge.                                                                                                             | Sqm  | 500     | 1.00 (say)             | 500.00                                |



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

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |          |                  |                        |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------|------------------|------------------------|
| E | Supply and application of Nitoflor SL 1000 or equivalent, over the prepared surface after mixing mechanically the two components using heavy duty drilling machine until achieving a homogeneous mix, and spread on the prepared area using serrated trowel for a thickness of 1mm. Spike roller shall be rolled over to remove the entrapped air. Application should be carried out as per manufacturer specification or as instructed by the engineer in charge.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Sqm             | 500      | 1.00 (say)       | 500.00                 |
| F | Supply and laying of vermiculite cementitious concrete coating as fire proofing material on all equipment/ vessel skirts, saddles and supports, including carrying out the design for the coating thickness and getting the same reviewed by the owner, supplying, placing and fixing in position welded wire fabric reinforcement of 3 mm dia 50x50 mesh conforming to IS:1566 and tying the reinforcement with the are welded nuts by 16 SWG tying wire, including straightening,., sulting, bending of the reinforcement, cleaning the steel surfaces, vibrating, tamping, curring or providing a layer of approved membrane of curing compound, rendering to achieve a smooth and even surface, supplying and laying of 10mm thick bituminous mastic flashing conforming to IS:3037 for protection of top edges, painting the surfaces with a coat of microporous exterior top coat, including the cost of all labour, materials, shuttering, staging, scaffolding for all shapes and positions etc. All complete as per specifications and directions of engineer-in-Charge. (ALL MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR)                                                                                                                                                                                                                                                                                                           | Cum             | 20       | 1.00 (say)       | 20.00                  |
| G | Supply and laying of vermiculite cementitious concrete coating as per proofing material around structural steel members (viz beams, coloumns, ..... including carrying out the design for the coating thickness and getting the same reviewed by the owner/EIL. Complete with supply and welding of mes nuts clearing the steel surfaces, applying primer paint compatible with the already applied paint to the nuts and effected surfaces of the members die to welding. Supplying, placing and fixing in position welded wire fabric reinforcement 3 mm dia 50x50 mesh conforming to IS:1566 and tying the reinforcement to the nuts with 16SWG tying wire, including straightening, cleaning, curing, bending, applying the self primer paint after cleaning of steel members, vibrating, tamping, curing or providing a layer of approved membrane of curing compound, rendering wherever required to achive a smooth and even surface, providing chamfering at corners, supplying and laying of 10mm thick bituminous mastic flashing cionforming to IS:3037 for protection of top edges; painting the surfaces with 2 coats of microporous exterior top coat including the cost of all labour, materials, shuttering, staging, scaffolding for all shapes and positions at all heights above pavement etc, all complete as per specifications and directions of Engineer-in-Charge.( ALL MATERIALS SDHALL BE SUPPLIED BY THE CONTRACTOR) | Cum             | 20       | 1.00 (say)       | 20.00                  |
| H | Estimated cost of DSR (2021) schedule of rates for building, roads and sanitation is Rs.3,00,00,000.00. Any item covered under the DSR(2021) shall be carried out by the contractor as per rates of DSR(2021), as per requirement and as directed by EIC (Engineer Incharge)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Lum<br>psu<br>m | 30000000 | Rs. 1.00 (fixed) | 3,00,00,000.00 (fixed) |



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Brahmaputra Cracker and Polymer Ltd.  
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|   |                                                                                                                                                                                         |          |   |                                        |                                                                                                    |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---|----------------------------------------|----------------------------------------------------------------------------------------------------|
| I | Facility Management charges to be considered in percentage (%) including service charges, profit etc. on estimated cost of Rs. 3,00,00,000.00 of DSR (2021) schedule (Item no. H above) | Lump sum | 1 | (say) <u>1</u> % of Rs. 3,00,00,000.00 | Rs. 3,00,000.00                                                                                    |
| J | Overall total amount after considering sl. no. A (i to vi) & (B to I) with all applicable taxes.                                                                                        |          |   |                                        | Rs. 3,03,02,830.00<br><i>(This amount shall have to be mentioned in GeM against the line item)</i> |

**NB: The rates mentioned above in the sample SOR (Annexure-T) are for reference only. Bidders have to provide their own rates and quote accordingly.**