



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

जिला: डिब्रूगढ़, असम / DISTT.: DIBURGARH, ASSAM

पिन कोड – 786006 / PIN CODE: 786006

दूरभाष: 0373 2914636 / PHONE NO. 0373 2914636

ई-निविदा संख्या / e-TENDER NO:
BCPL/C&P/LA20S216OR/00528
(Tender to be submitted in **e-MODE** only)

दिनांक / DATE- 27.10.2020

ई-निविदा दस्तावेज़ / e-TENDER DOCUMENT
FOR
"SUPPLY, INSTALLATION AND COMMISSIONING OF
ULTRASONIC FLOW METER FOR FLARE LINE AT
BCPL, LAKWA"

प्री-बिड मीटिंग की तिथि व समय / Pre-Bid Meeting Date & Time	:	31.10.2020 at 15:00 Hrs
निविदा जमा करने की तिथि व समय / Tender Submission Date & Time	:	16.11.2020 at 14:30 Hrs
निविदा खोलने की तिथि व समय / Tender Opening Date & Time	:	17.11.2020 at 15:00 Hrs
निविदा शुल्क / Tender Fee	:	NOT APPLICABLE
ईएमडी मूल्य / EMD Amount	:	₹ 44,700/-

महत्वपूर्ण निर्देश / IMPORTANT INSTRUCTIONS

ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



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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.



NOTE

Firm registered as Micro or Small Enterprise and submits bid as a **MANUFACTURER** is only entitled for MSE Benefits under Public Procurement Policy' 2012.

Note: Traders / Dealers / Distributors / Stockiest / Wholesaler are not entitled for MSE Benefits under Public Procurement Policy' 2012.

Further, bidder is required to refer Clause No. **40** of Instruction to Bidders (ITB) for details regarding documents to be submitted along with the certification/attestation to be carried out to avail MSE benefits under Public Procurement Policy'2012.



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अक्सर पूछे जाने वाले प्रश्न / FREQUENTLY ASKED QUESTIONS

[QUESTIONS AND ANSWERS]

SL. NO.	QUESTIONS	ANSWER
1.	Where the bidder can see the Tender floated by BCPL?	Yes, please visit GAIL's / BCPL's website: http://www.gailtenders.in ; http://www.bcpltenders.in and Government portal https://www.eprocure.gov.in for complete details of tender document including qualifying requirements, important dates, etc.
2.	Whether Hard copy of Bids is acceptable?	NO. Bids shall be submitted only through e-TENDER mode in the e-TENDER PORTAL in the manner specified elsewhere in tender document. No Manual / Hard Copy (Original) of offer/bid is acceptable.
3.	In case of Domestic e-TENDER, whether there is sale of Tender Document?	Sale of tender document is not applicable. However, Tender fee shall be applicable in case of open tender.
4.	Whether EMD are prerequisite for qualification of bidder in any tender?	Yes , as applicable as per tender condition specified in ITB of tender document.
5.	Is there any guideline / instructions how to prepare EMD and Security Deposit?	Yes, Please refer instructions for participation in e-TENDER & ITB Section of Tender Document.
6.	In case of e-TENDER, whether EMD in original are to be forwarded to concerned department of BCPL after uploading a copy of same in e-TENDER portal by the bidder?	Yes, original EMD, copy of which has been uploaded, are to be forwarded and must be received in BCPL within 7 days from the date of unpriced bid opening, failing which the bid will be rejected irrespective of their status in tender and not-with-standing the fact that a copy of EMD was earlier uploaded by the bidder.
7.	If in e-tendering, a bidder has not uploaded the scanned copy of EMD, however, he has submitted the EMD in hard copy within 7 days of bid opening, whether bid will be accepted or not ?	No



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SL. NO.	QUESTIONS	ANSWER
8.	Is there any exemption in submission of EMD and Security Deposit?	(i) Yes, there is exemption in submission of EMD. As per Government of India, Gazette No. 503 dated 26.03.2012 for PPP (Public Procurement Policy), Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME (Micro, Small and Medium Enterprises) are exempted on submission of EMD only for procurement of goods & services against submission of Valid NSIC Certificate/DIC The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and Notary Public with Legible stamp. MSEs those having Udyog Aadhaar Memorandum are also eligible for availing the benefits under the Public Procurement Policy". <u>However, MSE being registered as Traders / Dealers / Distributors / Stockiest / Wholesaler are not entitled for exemption of EMD.</u> (ii) There is no exemption in submission of SD (Security Deposit).
9.	Whether PSU (Public Sector Undertaking) are exempted from submission of EMD	Yes
10.	Whether Late bid can be considered?	No
11.	Whether Pre-bid Meeting (PBC) is a part of all tenders to clarify the doubts, queries, comments, etc. (if any) pertaining to that tender?	Yes, after floating of tender, bidders are open to participate as per the Date, Time and Venue specified in Section-I, IFB of Tender Document to clarify their doubts, queries, comments, etc. (if any) pertaining to that particular tender.
12.	Is BEC (Bid Evaluation Criteria / Bidder's Eligibility Criteria) a part of any tender and a prerequisite of qualification of bidder in any tender?	Yes, Bid Evaluation Criteria/Bidder's Eligibility Criteria is a part of tender and a prerequisite of qualification of bidder in any tender.



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

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

- Demand Draft towards Tender Fee (Not applicable in this tender)**
- EMD / Bid Security: (if Applicable for this tender)**
- Micro or Small Enterprises (MSE) Certificate / Entrepreneurs Memorandum-II (EM-II) as deliberated in ITB Clause No. 40 towards Exemption to MSEs from payment of EMD (Applicable in this tender)**
- Power of Attorney**



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विषय - सूची
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बोली हेतु आमंत्रण (आईएफबी)
INVITATION FOR BIDS (IFB)



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SECTION - I

INVITATION FOR BID [IFB]

To,

DATED: 27.10.2020

PROSPECTIVE BIDDERS

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

Dear Sir / Madam,

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

2.0 The brief details of the tender are as under:

I	DELIVERY SCHEDULE / COMPLETION PERIOD	: 02 (Two) Years from the date of issue of LOI/LOA or as mentioned therein. Delivery of materials as per SCC
II	TENDER FEE	: Not Applicable.
III	EARNEST MONEY DEPOSIT (EMD)	: ₹ 44,700/-
IV	BID DUE DATE & TIME	: 16.11.2020 up to 14:30 Hrs.
V	OPENING OF UNPRICED BID	: 17.11.2020 at 15:00 Hrs.
VI	VALIDITY OF OFFER UPTO	: 90 days from the date of UNPRICED BID opening
VII	VENUE FOR OPENING OF UNPRICED BIDS	: Brahmputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Dist.: Diburgarh, Assam, Pin Code: 786006, Phone No. 0373 2914636.
VIII	MODE OF TENDERING	: Limited Domestic Competitive e-Bidding (Under Two Bid System Basis) through e-TENDERING. Tender is uploaded at BCPL's e-TENDER portal: https://eprocure.gov.in/ and also uploaded at BCPL's, GAIL's and CPP website for information to prospective vendors (if any). WEBSITE: GAIL's Website: https://www.gailtenders.in BCPL's Website: https://www.bcpltenders.in Govt. Website: https://www.eprocure.gov.in
IX	DATE AND TIME OF PRE-BID CONFERENCE VENUE	: 31.10.2020 at 15:00 hrs. Brahmputra Cracker & Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Dist.: Diburgarh, Assam, Pin Code: 786006, Phone No. 0373 2914636; Mobile No.: 7399018425.

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

ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



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ई-निविदा के प्रमुख नियम और शर्तें MAJOR TERMS AND CONDITIONS OF TENDER		
I	DELIVERY SCHEDULE / COMPLETION PERIOD	: Contract period will be for 2 years from the date of issue of LOI/PO. Whereas supply of material to site is to be completed within stipulated delivery schedule i.e. 24 weeks from date of LOI/PO.
II	VALIDITY OF OFFER	: The period of validity of the quotations should not be less than 90 days from the date of opening of technical bid . Quotations with less validity are likely to be ignored.
III	PAYMENT TERMS	: For Supply: 80% payment shall be made after supply, receipt & acceptance by user department within 30 days. Balance 20% shall be released after successful commissioning of meter or after four months whichever is earlier. For Service: 100% payment shall be released on submission of service invoices after installation and commissioning of meter in all respect by the vendor within 30 days:
IV	LOADING	: Not Applicable in this Tender.
V	TRANSIT INSURANCE	: Transit Insurance is in the scope of BCPL .
VI	SECURITY DEPOSIT	: The contract performance security shall be 10% of annualized Basic Contract Value (without GST therein) towards faithful performance of the contractual obligations and must be valid for 03 (Three) months beyond the contract period.
VII	GUARANTEE/ WARRANTY	: As per GCC-Goods, cl. 20
VIII	PRICE BASIS	: FOT BCPL LEPETKATA BASIS inclusive of all taxes and duties and freight.
IX	REPEAT ORDER CLAUSE	: As per General Conditions of Contract Clause No.- 40 .
X	AWARD CRITERIA	: The OWNER will award the contract to the successful bidder whose bid has been determined to be the item wise lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.
XI	METHODOLOGY FOR EVALUATION OF BID	: Please refer SECTION-II .

ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



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ई-निविदा के प्रमुख नियम और शर्तें

MAJOR TERMS AND CONDITIONS OF TENDER

XII	ORDER OF PRECEDENCE	:	In case of an irreconcilable conflict between RFQ Covering Letter, Instruction to Bidders, Special conditions of contracts (Goods) & General conditions of contracts (Goods) the following shall prevail to the extent of such irreconcilable conflict in the order of precedence: i) RFQ Covering Letter ii) Special Conditions of Contract iii) Instruction to bidders iv) General Conditions of Contracts (Goods)
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ADDRESS TO WHICH HARD COPY OF DOCUMENT (as applicable for e-TENDER) IS TO BE SENT (BY COURIER / REGD. POST / ETC.)

DEPUTY GENERAL MANAGER (C&P)

Administrative Building

Brahmaputra Cracker and Polymer Limited

PO: Lepetkata,

District – Dibrugarh, Assam, India PIN – 786006

Phone No.: +91 373-2914636; Mobile No.: 7399018425

EARNEST MONEY DEPOSIT (EMD) / BID BOND / BID SECURITY: ₹ 44,700/-

DOCUMENTS AGAINST BEC:

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

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

- 1) Demand Draft towards Tender fee (Not applicable for this tender)**
- 2) EMD / Bid Security: ₹ 44,700.00 (Applicable in this tender)**



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3) Micro or Small Enterprises (MSE) Certificate / Entrepreneurs Memorandum-II (EM-II) as deliberated in ITB Clause No. 40 towards Exemption to MSEs from payment of EMD (Applicable in this tender)

4) Power of Attorney

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (VIII) of IFB. The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 5.0 Any bidder, who meets the Bid Evaluation Criteria (BEC)/Bidder's Eligibility Criteria(BEC) and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from GAIL's website/BCPL's website (<http://gailtenders.in>; <http://bcpltenders.in> or <http://tenders.gov.in>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 7.0 Offer(s) received from bidders to whom tender/information regarding tender has been issued as well as offers received from the bidder(s) by downloading tender document from GAIL's web site/BCPL's website shall be taken into consideration for evaluation & award provided that the bidders are found responsive.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 SAP generated RFQ (if any) shall also form an integral part of the Tender Document.
- 11.0 BCPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 12.0 Procurement through GeM in future by BCPL.Government of India has introduced an online procurement portal – 'Government e-Marketplace (GeM)' with the aim to



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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 and have started procurement through GeM.

You are, therefore, requested to kindly register your organisation and your products on GeM at the earliest.

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

PRE-BID MEETING:

A Pre-Bid conference (PBC) is scheduled on **31.10.2020 at 03:00 PM** and will be conducted through video Conference on prior intimation of participation by interested bidders by **30.10.2020**, to discuss Scope of Work, Terms and Conditions of tender document. For participation, please contact CM (C&P) / Sr. Manager(C&P), Phone No.: 0373 2914636, Extn: 1386, 1705; Mobile No. 7399018425; E-mail ID: 'olivia.rajkumari@bcplindia.co.in' at least one day before PBC.

- The Bidder(s) or his official representatives, **who have already submitted bid document fee (NOT REQUIRED)**, are invited to attend a pre-bid meeting on date, time and venue specified above.
- The bidder is requested to submit their queries / clarifications in the format **(F-17)** through e-mail / fax / courier to reach BCPL at least one week before the Pre-bid meeting. These questions shall be replied during the Pre-bid meeting.
- The salient queries raised, including the text of the questions raised (without identifying the sources of the query) and the responses given will be uploaded on BCPL's website and intimation to this effect shall be transmitted to all intended bidders.
- Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.

Bid Document is non-transferable. Bidder must buy the bid document in his own name and submit the bid directly i.e. bids received from bidders in whose name bid document has been purchased (bidder who submitted tender fee in e-TENDER) shall only be considered.

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

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



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This is not an ORDER.

For & on behalf of

BRAHMAPUTRA CRACKER & POLYMER LIMITED

[OLIVIA RAJKUMARI]

Sr. Manager [C&P]

Ph: +91-0373-2914636

Mobile No.: 7399018425

E-mail: olivia.rajkumari@bcplindia.co.in



भाग – II
SECTION – II

बोली मूल्यांकन मानदंड (बीईसी)
और
मूल्य बोली मूल्यांकन कार्यप्रणाली

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION
METHODOLOGY



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SECTION-II

1. BID EVALUATION CRITERIA [BEC]

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

A.1 **BEC- Technical: (as a single bidder)**

A.1.1 *Bidder should be a 'Manufacturer of the offered make of Ultrasonic Flowmeter' or 'Authorized Distributor/Dealer of Manufacturer of the offered make of Ultrasonic Flowmeter'*

A.1.2 *In addition to above criteria, the bidder must have 'Supplied' a minimum quantity of **Ultrasonic Flow Meter for Hydrocarbon Vapour Service in Flare line in a single order** against a single order of a minimum value of **Rs.13.19 Lakhs** in preceding SEVEN years to be reckoned from the due date of bid submission.*

Note to above BEC clause no. A.1.2

- a) **Definition of 'Supplied'** means: Fully executed and completed as per contract / order.
- b) **Original order/contract and its supply / execution certificate or equivalent should be available with the bidder for verification of the same, if so desired by BCPL.**

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

Prior experience (i.e. sl. no. A.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, if any) 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 for Promotion of Industry and Internal Trade (DPIIT), , Ministry of Commerce & Industry, Govt. of India and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notary public with legible stamp.

The relaxation of prior experience and prior turnover to Startup [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to the specific goods/job domains wherein they are registered for.

Since certificate of DPIIT towards recognition do not specify the goods/job domain, startups are required to submit the documents for the same including the application submitted to DPIIT .



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Further, above document should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

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

However, before supplying the total quantity, the Startup Enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity [rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required] and only after successful execution of this quantity, the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be cancelled without any financial implication on either side.

A.2 **BEC- Financial: (as a single bidder): Not Applicable**

A.3 **Documents/Documentary Evidence required to be uploaded / submitted in e-tender portal of BCPL by the bidder along with other bid documents for qualifying the BEC mentioned at sl. no. A.1.1, A.1.2 & A.1.3:**

Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
	A.1	Technical Experience Criteria – Document [All documents to be uploaded/ submitted must be self-attested with legible stamp]	
1.	A.1.1	Documents against Status of Bidder	a) In case the bidder is a Manufacturer, must upload / submit a copy of valid documentary evidence (on the final bid due date of submission) for being a manufacturer [i.e, valid Industrial License /Annual Report/ISO Certificate / Certificate issued by Statutory Authority/MSME Certificate or equivalent certificate]. b) In case the bidder is an authorized distributor / dealer of manufacturer, must upload/ submit a copy of valid documentary evidence (on the final bid due date of submission) [i.e, valid distributorship/dealership certificate issued by the manufacturer with proof of manufacturership of their manufacturer as mentioned in para 1 above].



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Sr. No.	BEC Clause no.	Description	Documents required along with Unpriced bid for qualifying BEC (Bid Evaluation Criterion) [All documents must be duly authenticated/ attested]
2.	A.1.2	Experience against Supply of order /contract	a) Bidder must upload / submit copy of Purchase Order alongwith copy of detailed SOR [Schedule of rates]. b) Proof of its supply/ execution [(i.e. execution / completion certificate issued from purchaser/ end user/ authorized consultant of owner)/ taxable/excisable Invoice with proof of payment /Inspection Note/ Delivery Challan duly endorsed by the authorized recipient of the buyer etc.] clearly having the reference no. of P.O, Item Description, Quantity executed/supplied and actual date of execution/supply etc.]
3	A.1.3	Documents against Startup Company	a) Bidder to upload / submit the valid ' Certificate of Recognition ' issued by Dept. of Industrial Policy and Promotion , Ministry of Commerce & Industry, Govt. of India duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) and notarised by notary public with legible stamp . b) Bidder to upload / submit documents for the specific goods/job domains wherein they are registered for including the application submitted to DPIIT 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 notarised by notary public with legible stamp . c) Documents stated above (at sl. no.1) against Status of Bidder
	A.2	Financial Experience Criteria- Document Not Applicable	

Note to above Bidder's Eligibility Criteria (point no. A.1):

- (i) All bidders are required to qualify the above BEC. Bidders not meeting any of the above-mentioned criteria shall be rejected. Bidders should ensure submission of complete information/documents in the first instance itself.



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- (ii) *A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of BEC of this tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding Company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary / Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding document to meet BEC.*
- (iii) *For experience based on composite works: In case bidder has executed a composite work in a single contract which includes qualifying work stated above at BEC sl. no. A.1.1, then the value of such qualifying work [out of total quantity of composite work shall only be considered for the purpose of evaluation.*
- (iv) *Experience of bidder acquired as a subcontractor is acceptable against submission of certificate from end user by such bidder along with other specified documents.*
- (v) **Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries (if any) during evaluation of Bids.**
- (vi) **Original documents/credentials pertaining to BEC should be available with the bidder for verification of the same, if so desired by BCPL.**
- (vii) **The cut-off date for meeting the criteria of BEC of the tender shall be the due date of bid submission.**
- (viii) *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.*



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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.

(ix) 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>

The following methodology of evaluation of bid is proposed to be incorporated in the tender document:

B) Methodology for Evaluation of Bids & Award:

B.1 **EVALUATION:** 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**”.

Bid(s) of techno-commercially acceptable bidder(s) will be evaluated on overall L1



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basis and will be considered for award. For the purpose of evaluation of bid(s) and arriving at the L1 bidder, total evaluated price inclusive all charges, P&F, freight, GST & CESS, & less INPUT TAX CREDIT (ITC) on GST, if any as quoted by the bidder will be considered.

Evaluation and Comparison of Bid: The evaluated price of the bidder(s) shall include the following:

- i) Ex-works price quoted by the bidder (including packing & forwarding, GST on components and raw materials but excluding Inland Transportation to Delivery Location) including cost of Inspection by Third Party Agency, mandatory spares etc (wherever applicable).
- ii) Inland transportation up-to Delivery location and other costs incidental to delivery of goods.
- iii) GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation [i.e. on sl. no. (i) and (ii) above].
- iv) Charges for incidental services like Erection, Installation & Commissioning, Training to the Purchasers' personnel and GST (CGST & SGST/UTGST or IGST) on these services etc. (if any)
- v) Other loading, if any, as specified in Tender Document.

Note:

- (i) In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.
- (ii) In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) if applicable as per Govt. guidelines, during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- (iii) In case any cess on GST is applicable, same shall also be considered in evaluation.
- (iv) Any uncalled for lump sum / percentage or adhoc reduction / increase in prices, offered by the bidder after opening of the prices, shall not be considered.
- (v) In case of statutory changes, the rate of Goods & Service Tax considered for evaluation shall be of prevailing rate as on final date of Unpriced Bid opening.



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B.2 *If a Startup company [whether Micro & Small Enterprises (MSEs) or otherwise] as a bidder gets qualified without any prior experience & turnover criteria as mentioned above and emerges as lowest evaluated bidder (L1), the LOA / Order on such Startup shall be placed for entire tendered quantity.*

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

B.3 *In case of a tie at the lowest bid (L1) position between two or more non-Startup/ Startup bidders, then LOA / Order shall be placed on the bidder who has higher / highest turnover in last audited financial year.*

B.4 *In case, there is a tie at the lowest bid (L1) position between only Startup bidders and none of them has past turnover, the LOA / Order shall be placed on the Startup who is registered earlier with Department for Promotion of Industry and Internal Trade (DPIIT), , Ministry of Commerce & Industry, Govt. of India.*

B.5 *In case, there is a tie at the lowest bid (L1) position between Startups bidders and non-Startups bidders; then LOA / Order shall be placed on the bidder having highest working capital in last financial year duly certified by Chartered accountant.*

B.6 *Startups are exempted from submission of **EMD**.*

B.7 **CPBG: The following CPBG clause shall be incorporated in tender document,**

The contract performance security shall be 10% of Total Order / Contract Value (exclusive of GST) towards faithful performance of the contractual obligations and must be valid for 3 months beyond the defect liability period/warranty period. For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document.

B.8 **PPP Policy 2012**

*Public Procurement Policy shall be applicable **as per clause mentioned in ITB of Tender document.***

NOTE TO "BID EVALUATION CRITERIA [BEC]"

[FOR STRICT COMPLIANCE]

[1] BIDDERS MUST FURNISH ALL RELEVANT CERTIFICATES / DOCUMENTS / INFORMATION IN SUPPORT OF THEIR CREDENTIALS TO THE ABOVE



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"ELIGIBILITY CRITERIA" ALONGWITH THE 'OFFER', FAILING WHICH THE 'OFFER' MAY BE REJECTED SUMMARILY.

[II] BIDDERS NOT MEETING ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE REJECTED WITHOUT ASSIGNING ANY REASON.

.....



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Appendix-A1

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 Brahma Putra 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:

- 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.
- 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.
- The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
- 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.
- 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.
- The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by GAIL, however without prejudice to any rights that BCPL might have against the Supporting Company.
- It is further agreed that, if contract pursuant to Supporting Company shall be jointly and severely 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)



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Appendix-A2

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, Bhuban 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 it 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



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without any cost to the GAIL 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 GAIL 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 GAIL about performance of the bidder / contractor shall



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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.



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Appendix-A2A

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.



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Appendix-A3

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 Brahmputra 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 Brahmputra 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



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- 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) _____)



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_____ 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..



भाग – III
SECTION – III

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

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



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SECTION-III

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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 to offer (the “**Tender Document /Bid Document**”) issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the “**Supplier**”) shall complete delivery of goods alongwith its incidental services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS:

- 2.1 The Bidder shall not be under a declaration of ineligibility by Purchaser 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, Mecon 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 Tender Document is/was issued inadvertently to such Bidder/ downloaded from website by such Bidder, then Bid submitted by such Bidder shall not be considered for opening/ evaluation/ award and in case of Manual Tendering, such Bid will be returned immediately to the Bidder.

In case there is any change in status of the declaration prior to award of Contract (the ‘**Contract / Purchase Order**’), the same has to be promptly informed to BCPL by the Bidder.

It shall be the sole responsibility of the bidder to inform BCPL in case the bidder is put on ‘Holiday’ by BCPL/GAIL or Public Sector Project Management Consultant (like EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid and during the course of finalization of the tender. Concealment of



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

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

- (i) That has provided consulting services related to the work to the Purchaser 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 Purchaser as an Engineer/ Consultant for the Contract.

2.4 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a Project (except feasibility report) nor its affiliates shall be allowed to participate in the tendering process in same project.

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. Any consequence resulting due to such signing shall be binding on the Bidder.

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.

3 **BID FROM "CONSORTIUM"/"JOINT VENTURE" : [refer BDS]**

3.1 Bids from consortium/ JV of two or more members (maximum 3 nos. including Leader) are acceptable provided that they fulfill the qualification criteria and requirements stated in the Tender Documents. Participating Consortium/ JV shall submit the Agreement as per the format clearly defining the scope and responsibility of each member. Members of consortium/ JV shall assume responsibility jointly & severally. The bid security shall be submitted by the Bidder (Consortium/ JV). In case of award, payment shall be made to the Consortium/JV.



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- 3.2 The Consortium/ JV Agreement must clearly define the Consortium Leader/ Lead Partner of JV, who shall be responsible on behalf of the Consortium/JV during the period of evaluation of the bid as well as during the execution of Contract for timely completion of supply and shall receive/ send instructions for and on behalf of the Consortium/JV.
- 3.3 The Bidder shall submit Power of Attorney (on a non-judicial stamp paper of appropriate value) as per clause no. 2.6 of ITB in PART-I of the Bid.
- 3.4 A Consortium/ JV once established at the time of submitting the Bid shall not be allowed to be altered with respect to constituting members of the Consortium/ JV or their respective roles/ scope of supply/work, except with prior written approval of BCPL. If during the evaluation of bids, a Consortium /JV proposes any alteration/ changes in the orientation of Consortium/JV or replacements or inclusions or exclusions of any partner(s)/ member(s) which had originally submitted the bid, bid from such Bidder shall be liable for rejection.
- 3.5 Any member of the Consortium/ JV shall not be eligible either in an individual capacity or be a part of any other Consortium/JV to participate in this tender. Further, no member of the Consortium/ JV shall be put 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/ blacklisted by Government department/ Public Sector on due date of submission of bid. Offer submitted by such Consortium/ JV shall not be considered for opening/ evaluation/Award.

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 bid shall also include two or more bidders having common power of attorney holder. Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.
- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions 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 & TENDER FEE:

5.1 COST OF BIDDING:



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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 Purchaser to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Purchaser and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the Bid.

[B] – 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] & Evaluation methodology
 - Section-III : Instructions to Bidders [ITB]
Annexure
Forms & Format**
 - Section-IV : General Conditions of Contract [GCC]***
 - Section-V : SPECIAL CONDITIONS OF CONTRACT
 - Section-VI :: Technical Specifications [TS]
 - Section-VII : Price Schedule / Schedule of Rates [SOR]

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



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

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

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions of the Tender Document. 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 Tender Document or submission of a Bid not substantially responsive to the Tender Document 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 Tender Document may notify BCPL in writing or by email in the format "F-11" at BCPL's mailing address indicated in **the IFB/BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the bid closing date in cases where pre-bid meeting is not held.** BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL may respond in writing to the request for clarification. BCPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on Websites as mentioned at clause no. 2.0 (F) of IFB.
- 8.2 Any clarification or information required by the Bidder but same not received by the Purchaser as per instructions at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT:

- 9.1 At any time prior to the 'Due Date & Time of Bid Submission', Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Tender Document by addenda/ corrigendum.
- 9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (H) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 9.3 The Purchaser, if consider necessary, may extend 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.

[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



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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 Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID:

11.1 Bidders are requested to refer instructions for participating in e-Tendering, 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://www.eprocure.gov.in>) as follows:-

11.1.1 PART-I: "TECHNO-COMMERCIAL / UN-PRICED BID"

Comprising all the below mentioned documents should be uploaded in the private area earmarked (Tender Document) in the BCPL's e- portal::

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copy of Price Schedule/ Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted" (as applicable) written against each item, in support of having submitted prices in the Priced Bid/SOR strictly in the format provided in the Tender Document.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (e) 'Agreed Terms and Conditions', as per 'Form F-5'
- (f) Duly certified / attested documents in accordance with the "Bid Evaluation Criteria [BEC]", Section II of Tender Document.
- (g) Copy of Power of Attorney, in favour of the authorized signatory of the Bid, as per clause no.2.6 of ITB.
- (h) Any other information/details required as per Tender Document
- (i) Copy of EMD, as per Clause 16 of ITB
- (j) All other forms and Formats including Annexures.
- (k) Copy of Integrity Pact as per Form F-13 (if applicable)
- (l) Tender Document, its Corrigendum/Amendment/Clarification(s) digitally signed by the Authorized Signatory holding POA.
- (m) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document.

Further, Bidders must submit the original "Bid Security / EMD", Power of Attorney, Integrity Pact 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 Bid Due Date.

Bidders are required to submit the EMD in original by Bid Due Date and Time 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 Bid Due Date and Time, 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



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received within 7 days from the Bid Due Date, 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.

11.1.2 PART-II: Price Bid

Part-II of the Bid shall contain Price Bid only. The Prices are to be submitted strictly in the Price Schedule/ Schedule of Rate (SOR) format of the Tender Document as per instructions mentioned hereunder and to be digitally signed and uploaded in SOR attachment in BCPL's e-Portal. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions given in the Note below.

Note:

- i) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the Bid. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Price Schedule/ Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- ii) 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 Bid.
- iii) 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 bid, 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 and the same will be conclusive and binding on the Bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from Bidder, while evaluating the un-priced part of the Bid, any of the bidders offers upward revised prices; such Bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

- 11.2 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.](#)

12 **BID PRICES:**

12.1 Bidders shall indicate the following in the Price Schedule/SOR format:-

- A) Ex-works Price including packing and forwarding charges (such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods).
- B) **GST (CGST & SGST/UTGST or IGST) on the finished goods including inland transportation** (which will be payable on the finished goods, if this Contract is awarded.



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- C) The Bidder shall indicate breakup of the quantum of imports involved for import of necessary raw materials and components giving CIF value of Import and included in bid price (wherever specified in BDS). Essentiality certificate / letter may be provided by the Purchaser for Project imports (wherever applicable).
- D) Inland transportation upto Delivery Location and other costs incidental to delivery.
- The material is required to be delivered through a reliable bank approved Road Transport Company and who is a registered common carrier as per section 3 of Carriage by the Road Act 2007.
- Also, BCPL reserves the right to transport the material with it's own transporter.
- E) Charges for incidental services and **GST (CGST & SGST/UTGST or IGST) on these services** as per the Price Schedule/ Schedule of Rates.
- 12.2 In case of import of raw material and components incorporated or to be incorporated in the finished goods (clause no. 12.1 (C) refers), the Bidder shall provide description of such material, quantity, rate, value, Import Duty considered etc. as per proforma provided in Price Schedule/ SOR.
- 12.3 It shall be the endeavour of the Purchaser to arrange transit insurance (refer BDS for details). For the purpose of arranging transit insurance of the goods dispatched / shipped, vendors are required to furnish the dispatch / shipping particulars to the Insurance Company giving complete details of dispatches along with Policy No. etc.
- 12.4 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.
- 12.5 The delivery basis of the goods is mentioned in BDS. If the Goods are dispatched through dedicated full truck load, date of receipt of Goods by Purchaser at its designated site(s) /Store shall be considered as the date of delivery. Similarly, in case of break-bulk dispatches, the date of LR/GR shall be considered as date of delivery. The delivery terms [other than those mentioned in BDS] shall be interpreted as per INCOTERMS®2010 or its latest version.
- 12.6 All duties, taxes and other levies (if any) payable by the Seller under the Contract or for any other cause, except **GST (CGST & SGST/UTGST or IGST)** on finished product & on the incidental services, shall be included in the rates / prices and the total bid-price submitted by the Bidder. The quoted rate of **GST (CGST & SGST/UTGST or IGST)** on finished product & on the incidental services shall be indicated in Agreed terms & Conditions and the bid prices. Bidders are required to quote the prices after carefully reading the provisions mentioned in tender document including SCC, GCC, Scope of Work, etc.



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- 12.7 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever; until any price escalation/variation is allowed elsewhere in the Tender Document..
- 12.8 The Bidder shall quote the rates in 'figures' & 'words', as per Price Schedule /SOR format provided in the Tender Document. There should not be any discrepancy between the prices indicated in figures and in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.9 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule.

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

- 13.1 Within the contractual delivery period, the statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to BCPL's account.

Beyond the contractual delivery 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 Supplier's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Purchaser.

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

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

- 13.2 In case of statutory variation(s) in the taxes & duties mentioned at clause no. 13.1 above, the Supplier 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. Claim for payment of statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 13.3 With respect to clause no. 12.1 (C) and 12.2, the statutory variation in Import Duty (except component (s) for which input tax credit is available) on CIF value indicated, within contractual delivery period shall be to Purchaser's account against submission of the documentary evidence. However, any increase in the rate of Import Duty beyond the contractual delivery / completion period shall be to Bidder's account. In case of wrong classification, no variation including statutory variation of Import Duty will be payable to Supplier and any penalty due to the same shall be to Supplier's account. Any decrease in the rate of Import Duty shall be passed on to the Purchaser. Statutory



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variation on account of Import Duty will be allowed only on component for which input tax credit is not available.

13.4 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier 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 it's applicability with respect to the Contract.

13.5 Deemed Export benefits are not applicable and Bidder should furnish prices without considering the same.

13.6 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**

Supplier shall ensure timely submission of correct 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 Supplier of Goods / Services 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 (CGST & SGST/UTGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by BCPL to the Supplier.

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.

13.7 The supplier shall mention the particulars of Brahmputra Cracker and Polymer Limited, (place specified in BDS) on the e-Invoice/Invoice. Besides, if any other particulars of BCPL are required to be mentioned, under **GST rules/ regulations** on the date of dispatch, the same shall also be mentioned on the e-Invoice/Invoice.

1. Provision w.r.t. E- Invoicing requirement as per GST laws

- (a) Supplier / Service Provider / Contractor/ Consultant (s) 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 GAIL as no ITC is allowed on such invoices.



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Therefore, all the payments to such supplier / service provider / contractor/ consultant 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 / Services with requisite details.

If input tax credit is not available to BCPL for any reason attributable to supplier / service provider / contractor/ consultant (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 / service provider / contractor/ consultant under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Service Provider/ Consultant as per format enclosed at Annexure-1 along with documents for release of payment.

2. **Provision w.r.t. TCS on Sale of Goods under section 206C(1H) of Income Tax Act (Applicable only in case of procurement of Goods)**

(a) **Provision to be included in tender for Procurement of Goods [as a new provision after last clause of Model ITBs]**

As per section 206C(1H) of the Income Tax Act, 1961 inserted by Finance Act 2020, a seller (as defined under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision) of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall levy at the time of sale, TCS for a sum equal to % as defined (Presently 0.1 per cent) of the sale consideration exceeding fifty lakh rupees (or limit as specified in the Act) and deposit the same with Government on receipt/collection of consideration from BCPL.

BCPL will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller to BCPL.



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13.8 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)** during evaluation of bid. Where BCPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. **Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.**

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

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 may note the above and quote their prices accordingly.

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

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

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

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

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



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

13.14 **Freight (inclusive of loading, unloading and GST) for delivery of the goods** to its final destination shall be quoted by the bidders. In case bidder is not indicating freight charges, or mentions “inclusive /0.00 / Nil / ---” in the column for freight charges of SOR. Accordingly, it will be considered that freight charges are inclusive in bidder’s quoted prices up to BCPL site. Bidders to note that the materials (if ordered against this Bidding Document) are required to be dispatched on door delivery basis through a reliable (bank approved) registered Common Carrier [Road Transport Company] complying to Section 3 of the ‘Carriage by Road Act 2007’.

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 fax/email. A Bidder may refuse the request without forfeiture of his ‘Bid Security’. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its ‘Bid Security’ for the period of the extension and in accordance with “ITB: Clause-16” in all respects.

16 **EARNEST MONEY 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**’ or ‘**Letter of Credit**’ strictly as per the format given in form F 4/ F- 4A (as the case may be) of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of ‘**Bank Guarantee**’ or ‘**Letter of Credit**’ 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.



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- 16.2 The EMD is required to protect BCPL against the risk of Bidder's conduct, which would warrant the forfeiture of EMD, pursuant to clause-16.7 of ITB.
- 16.3 BCPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of ₹ 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by BCPL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' (if applicable) and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Period of Bid Validity'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) to accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.8 In case EMD is in the form of 'Bank Guarantee' or 'Letter of Credit', 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.



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- 16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. The Government Departments/PSUs are also exempted from the payment of EMD. However, Traders / Dealers / Distributors / Stockiest / Wholesaler are not entitled for exemption of EMD.
- 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.

17 **PRE-BID MEETING:**

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at 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. The Bidder must submit their queries / clarifications to BCPL in the format "F-17", as mentioned at clause no. 8.0 of ITB.
- 17.3 The text of the questions raised and the responses that may become necessary as a result of the Pre-Bid Meeting, will be prepared in the form of Addendum / Corrigendum /Clarification to the Tender Document and will be uploaded on websites of BCPL, Govt. and BCPL's e-Portal (in case of e-tendering) 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 each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) 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 addendum to ITB.



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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
- (c) Specifications
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Delivery Period / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security / Security Deposit
- (i) Warranty / Guarantee
- (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:



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

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID:

- 21.1 Bid shall be submitted through e-tender mode in the manner specified in Tender Document. No Manual/ Hard Copy (Original) Bid shall be acceptable.
- 21.2 EMD /physical documents shall be addressed to the owner at address specified in IFB.
- 21.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a Bidder /Affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BID:

- 22.1 The Bid must be uploaded on BCPL's e-Portal not later than the Bid Due Date & Time specified in IFB of the Tender Documents.
- 22.2 BCPL may, in exceptional circumstances and at its discretion, extend the Due Date & Time for Bid submission through a Corrigendum as per clause no. 8.0 and/or 9.0 of ITB. In that case all rights and obligations of BCPL and the Bidder, previously subject to the original Due Date & Time will thereafter be subject to the Due Date & Time as extended. Such Corrigendum for extension of Due Date & Time of Bid submission will be uploaded on websites of BCPL and Govt. and BCPL's e-Portal.

23 LATE BID:

- 23.1 Any Bid received after the Bid Due Date & Time of tenders will be treated as late bids. However, e-tendering system of BCPL shall close immediately after the Due Date & Time of Bid submission and no bids can be submitted thereafter.

In case the EMD /physical documents have been received but the Bid is not submitted by the bidder in the e-Portal, such EMD/ physical documents shall be returned immediately.

- 23.2 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.
- 23.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BID:



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- 24.1 The Bidder may withdraw or modify its Bid after bid submission but before the Bid Due Date & Time. No bid shall be modified/ withdrawn after the Bid Due Date & Time.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Bid Due Date & Time and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB and rejection of Bid.
- 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

[E] BID OPENING AND EVALUATION:

25 PURCHASER'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 in both manual tendering and e-tendering. In case of



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Manual Tender, the envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

26.3 In case of Bids invited under the Single Bid System, Bid shall be opened on the 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 placement of order, if any Bidder wishes to contact the Purchaser on any matter related to the Bid, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's processing of Bid(s) including '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 the BCPL's procedure in this regard.

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

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

- (a) meets the "Bid Evaluation Criteria" of the Tender Document;
- (b) has been properly signed;
- (c) is accompanied by the required EMD;
- (d) is substantially responsive to the requirements of the Tender Document; and
- (e) provides any clarification and/or substantiation that the Purchaser 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 Tender Document 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.



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- c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender Document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
- i) affect in any substantial way the scope, quality or performance of the job as specified in Tender 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 Purchaser 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 Purchaser 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 Purchaser for any arithmetic errors. Errors in Price Schedule/SOR will be corrected by the Purchaser as follows:
- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes
- 30.2 The amount stated in the Bid will be adjusted by the Purchaser 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.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:



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Not Applicable. All bids submitted must be in the currency specified at clause No. 14 of ITB.

32 **EVALUATION AND COMPARISON OF BIDS:**

Bid shall be evaluated as per Evaluation Methodology mentioned in Section-II of Tender Document (refer clause 7.0 of ITB).

33 **QUANTITY VARIATION:**

33.1 Where nature of items is such that the items cannot be supplied in exact quantity of the Purchase Order as in case of cables/ steel/ chemicals etc., quantity tolerance upto $\pm 5\%$ may be allowed [if there is no specific quantity variation/tolerance criteria in SCC](#). For such tolerance, separate amendment to Purchase Order would not be necessary.

33.2 The Purchaser reserves the right to delete the requirement of any one or more items of Tender Document without assigning any reason.

34 **PURCHASE PREFERENCE:**

Purchase preference to Central Government Public Sector Undertaking, Micro & Small Enterprises (MSEs) and Domestically Manufactured Electronic Products (DMEP) etc shall be allowed as per Government instructions in vogue, as applicable from time to time.

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

BCPL will place the Purchase Order/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 Fax / E - mail



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/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. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Purchase Order /Contract 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 Purchase Order without issuing FOA and in such case the Contract shall enter into force on the date of detailed Purchase Order only.

36.2 Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.

36.3 Upon the successful Bidder's / Supplier's furnishing of 'Contract Performance Security / Security Deposit', pursuant to “ITB: Clause-38”, BCPL will promptly discharge his EMD, pursuant to “ITB: Clause-16”.

36.4 The order value is subject to Price Reduction Schedule (PRS) clause.

37.0 **DISPATCH SCHEDULE:**

37.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis and for the cases where order(s) are finalized on Ex-works basis the transportation will be arranged by supplier(s) / BCPL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
- (ii) Dimension details of packages
- (iii) Detailed technical write-up along with Catalogue (if applicable)
- (iv) Any other document/details, if mentioned in Purchase Order

37.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law / act. In case such e-way bill is required to be issued by BCPL, the concerned designated order issuing authority may be contacted in this regard. **It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.**

37.3 **It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.**



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- 37.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.

38 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT:

- 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/Security Deposit (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 where in the individual order value as specified in Notification of Award is less than INR 5 Lakh (exclusive GST).

- 38.2 The CPS shall be for an amount as specified in BDS towards faithful performance of the contractual obligations and performance of equipment/material. 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.

- 38.4 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 17th 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 [Not Applicable]

- 38.6 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.

- 38.7 CPS/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPS/ Security Deposit submitted by the Supplier.



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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).

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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier 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 Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL (India) Ltd., to such Bidder/Supplier.

The Bidder / Supplier / understands and agrees that in such cases where Bidder / Supplier 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 Bidder / Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order 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 Document 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 order value. 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". Further, out of



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above 25%, 5%(20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by women.

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

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

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

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

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

- In case of proprietary MSE, Proprietor(s) shall be Women.
- In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- 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 under the Micro, Small and Medium Enterprises Development Act, 2006, the Bidder shall submit the following :

- Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified form and procedure for filing the memorandum (Udyam registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in/>). Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.
- An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.03.2021. Such



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enterprise shall submit EM part-II or Udyog Aadhaar memorandum (UAM) for availing benefits of PPP-2012.

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

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 registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing from BCPL, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

- 40.5 Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

- 40.6 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



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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 requested to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.

41 **PACKING INSTRUCTIONS:**

- 41.1 Packing shall be strong and sturdy such that it can withstand loading/unloading & pushing by mechanical devices. All packaging shall be done in such a manner as to reduce volume and weight as much as possible without jeopardizing the safety of the material. All packing materials shall be new.
- 41.2 Fragile articles should have special packing materials depending on type of materials.
- 41.3 All soft and delicate surfaces on equipment / material should be carefully protected / painted with suitable coating and wrapped to prevent rusting and damage. All mechanical and electrical equipment and other heavy articles should be securely fastened to the bottom of the case, to avoid damage.
- 41.4 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and sent along with main equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated.
- 41.5 All protrusions shall be suitably protected and openings shall be blocked by wooden/steel covers as may be required.
- 41.6 Detailed case wise packing list in water proof envelope shall be inserted in each package together with equipment/material. One copy of 'Detailed Packing List' shall be fastened outside of the package in waterproof envelope and covered by metal cover.
- 41.7 Each package shall be marked on three sides with proper paints/indelible waterproof ink as follows:

PURCHASER:

DESTINATION:

Purchase Order No.....

Net Wt..... Kgs.

Gross Wt..... Kgs.

Dimensions.....X.....X.....CM.



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Package No. (Sl. No. of total packages).....

Seller's Name.....

41.8 Permits are to be obtained separately for entry/use of vehicles/trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:-

- Vehicle/Equipment etc. should be brought to site in good conditions.
- Valid Road Tax Certificate, fitness certificate and insurance policy from Competent Authority
- Valid operating/driving license of driver/operator
- Any other requirement mentioned elsewhere in Tender Document

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. **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 ₹ 2 Lacs per transaction.

Accordingly, Supplier should mention their PAN no. in their invoice/ bill for any transaction exceeding ₹ 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:**

1.0 CONCILIATION

BCPL has adopted the GAIL (India) Limited Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in accordance with BCPL Conciliation Rules 2010 as amended from time to time A copy of the said rules have been made available on GAIL's web site i.e www.gailonline.com and BCPL's website www.bcplonline.com.



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Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996 and Brahmputra Cracker and Polymer Ltd. Conciliation Rules, 2010. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

2.0 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 Conciliation, 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, GAIL 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 GAIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and GAIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of GAIL 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



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adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at **New Delhi**.
- 2.6 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/GAIL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs. 25 Lakhs and above Rs. 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

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 Courts situated at **Dibrugarh** for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation 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



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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 its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no.44 & 45 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.

46 **REPEAT ORDER:**

PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

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

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

48. **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.

Further, the Startups are also exempted from submission of EMDs.

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp. The relaxation of prior experience and prior turnover to Startups [whether Micro & Small Enterprises (MSEs) or otherwise] is to be given to the specific goods/ job domains wherein they are registered for. Since certificate of DPIIT towards recognition do not specify the goods/ job domain, startups are required to submit the documents for the same including the application



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submitted to DPIIT.

Further, above document should also be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If a Startup [whether Micro & Small Enterprises (MSEs) or otherwise] gets qualified without turnover and experience criteria specified in tender and emerges lowest bidder, the order on such Startup shall be placed for entire tendered quantity.

However, before supplying the total quantity, the startup enterprise shall first demonstrate its performance by supplying 10% of total ordered quantity (rounded off to the next higher digit in terms of Unit of Measurement (UoM), wherever required) and only after successful execution of this quantity the balance 90% quantity will be cleared for supply. In case, the demonstration of performance fails, the entire order will be canceled without any financial implication on either side.

49.0 GUIDELINES FOR 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 supplier fails to submit the invoice with reduced value or does not issue credit note as mentioned above, BCPL will release the payment to supplier after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material."

In case any financial implication arises on 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 Supplier under this contract or under any other contract.

50.0 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.

51 BILLING SYSTEM:



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

(a) Top left corner of the envelope

Vendor Code: _____

LOA/PO No.: Date

Bill/ Invoice No.: Date

Invoice Value: ₹ Indenting Dept.

Job/Supply of

(b) Address:

To,

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

52 **TRANSPARENCY:**

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

53 **SUBLETTING & ASSIGNMENT:**

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

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

54 **Direct Payments to Sub-Vendors / Supporting Agencies of Main Contractor**

54.1 Normally, the payment is to be made to vendor/contractor only as per provision of contract. During execution, in case of financial constraints, BCPL may make direct payment to their sub-vendor / supporting agencies as an exception from the amounts



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due to the vendors/contractors from any of their bills under process upon certification by EIC subject to receipt of such request from the vendor/contractor. Further, the request for direct payments to the sub-vendor / sub-contractor shall be considered in performance evaluation of such vendor/ contractor.

55. Wherever any portion of the "GCC" is repugnant to or at variance with any provision(s) of the "SCC", unless a different intention appears, the provision(s) of the "SCC" shall be deemed to override the provision(s) of "GCC", and shall to the extent of such repugnancy or variations prevail.
56. 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.
57. BCPL has constituted Samadhan Committee for timely addressing the issues of Vendor/ Supplier/ Contractor/Consultant.

Accordingly the methodology to resolution of issue(s) of Vendor/Supplier/Contractor/Consultant shall be as under:

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

58 INCOME TAX & CORPORATE TAX:

- 58.1 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.
- 58.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 58.3 Work Contract tax/VATas may be applicable shall be deducted as per trade tax.

60 gvgfdjg

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



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of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

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

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

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

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

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

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

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

Explanation—



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- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons
7. **SUBMISSION OF CERTIFICATE IN BIDS:**
- Bidder shall submit a certificate in this regard as Form-I.
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.



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9. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II



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Form-I

UNDERTAKING ON LETTERHEAD

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

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 :

- (i) Not from such a country []
- (ii) 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: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

.....



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Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

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:

- (i) not from such a country []
- (ii) 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:



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Annexure-1

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 BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB:
LOA NO:

Dear Sir,

We _____ (Name of the Supplier/Contractor/Service Provider/ Consultant) hereby confirm that E-Invoice provision as per the GST Law is

- | | | |
|------|----------------------|---------|
| (i) | Applicable to us | [] |
| (ii) | Not Applicable to us | [] |

(Supplier/Contractor/Service Provider/ Consultant 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 can-not 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/Contractor/Service Provider/ Consultant (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/Contractor/Service Provider/ Consultant under this contract or under any other contract.

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



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Annexure-I

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

A Definitions:

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

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

A.2 “Fraudulent Practice” means and include any act or omission committed by 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.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the 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 Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority 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 “Director” concerned.

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

(a) Whether the management is common;



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

A.9 “Investigating Agency” shall mean any department or unit of BCPL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the BCPL, Central Bureau of Investigation, State Police or any other agency set up by the Central or State Government having power to investigate.

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

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

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



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

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

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

(iii) 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



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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 :-

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

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than 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:



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- 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.

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Annexure-II



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

1.0 OBJECTIVE

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

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

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet (PRDS)

PRDS for each and every Vendor/ Supplier/Contractor/ Consultant for all Order/Contract with a value of ₹ 7 Lakhs and above is recommended to be drawn up. These PRDS are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of PRDS are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in PRDS, 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.



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

3.1 FOR PROJECTS

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

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

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

A) Where Performance rating is “POOR”:

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

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

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

In all such cases, concerned site will put up recommendation for issuance of SCN and putting the party on suspension list as per process defined for



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suspension in “Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices”

(B) Where Performance rating is “FAIR”:

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

3.2 FOR CONSULTANCY JOBS

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

3.3 FOR OPERATION & MAINTENANCE

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

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

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

A) Where performance rating is “POOR”

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

- (i) Poor Performance due to reasons other than Quality : **One Year**
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Two Years**



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- (iii) Poor Performance leading to termination of contract or Offloading of contract due to poor performance solely attributable to Vendor/Supplier/Contractor/Consultant or Repeated Offence:
Three Years

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

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

(B) Where Performance rating is "FAIR"

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

4.0 EXCLUSIONS:

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

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

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

5.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

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

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

6.0 EFFECT OF HOLIDAY

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



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- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order / contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG/CPS will not be forfeited and payment will be made as per provisions of concerned Contract. However, this would be without prejudice to other terms and conditions of the Contract.
- 6.3. Effect on other ongoing tendering process:
- 6.3.1 after issue of the Tender Document but before opening of Part-I/Technical Bid, the Bid submitted by the party shall be ignored.
- 6.3.2 after opening of Part-I/Technical Bid but before opening the Part-II/Price Bid, the Price Bid of the party shall not be opened and EMD submitted by the party shall be returned to the party.
- 6.3.3 after opening of Part-II/Price Bid, EMD submitted by the party shall be returned; the Bid of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such Tender Document shall also be cancelled and re-invited.
- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.
- Any bidder, put on holiday, will not be allowed to bid through consortium route also against any Tender Document during the period of holiday.
- 8.0 If an unsuccessful Bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to BCPL or any other bidder, such Bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.
- 9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**
- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.



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

10. **ERRANT BIDDER:**

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

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

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

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

11. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of GAIL that the Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from 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.



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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 (₹) :
- 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:



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INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) 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



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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



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

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

Remarks (if any)

PERFORMANCE RATING (**)

Note:

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

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

Signature of
Authorised Signatory:

Name:

Designation:



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INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

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

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



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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



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ANNEXURE-III

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)

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

1. General:

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

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

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

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

2. About e-TENDER Portal (Web):

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

3. Pre-requisite for participation in bidding process:



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

3.1 PC/Laptop with Windows OS, Internet Explorer:

Bidder must possess a PC / Laptop with Windows 7 professional operating system and Internet Explorer 9 or above for hassle free bidding. Bidder must go through the system setting as mentioned in Resources required (go to <https://eprocure.gov.in/eprocure/app> → click downloads → click resources) and also refer Trouble Shooting (go to <https://eprocure.gov.in/eprocure/app> → click bidder Manual kit → click Trouble shooting).

3.2 Internet Broadband Connectivity:

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

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

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

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

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

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



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

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

Login E-Mail ID cannot be changed.

3.6 About Digital Signature:

(I) What is a Digital Signature?

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

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

(II) Why Digital Signature is required?

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

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

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

Digital Signatures can be obtained using following steps:

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

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

1. <http://www.ncodesolutions.com>



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

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

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

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

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

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

6.0 Content of Bid:

6.1 Un-Priced Bid:

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

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

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

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



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

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

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

Note:

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

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

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

6.2 Priced Bid:

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

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

7. e-TENDER demo during pre-bid conference:

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

8. Submission of documents:



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

9. Last date for submission of bids:

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

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

10. Internet connectivity:

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

11. Help to Contractors:

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

12. FAQ:

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

13. e-Brochure:

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

14. DSC for Foreign Bidders:

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



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15. System Malfunction Procedure:

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

16. IT Resources:

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

17. Form for DSC Deactivation for bidders:

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

18. Search Tender for Guest Users:

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



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Government of India
Central Public Procurement Portal
(eProcurement)

26 Dec 2016 Search | Latest Tenders | Tenders by Closing Date | Corrigendum | Bidding Alerts | GPPF Home | Home | Contact Us | Staff

Welcome to eProcurement System
The eProcurement System of India enables the Tenderers to download the Tender Schedule free of cost and then submit the bids online through this portal.

Latest Tenders

Tender Title	Reference No.	Closing Date	Bid Opening Date
1. Online invitation of bids for Aircraft Maintenance Spares	CAN/L1/TATTON/14-17	31-Jan-2017 02:00 PM	01-Feb-2017 02:15 PM
2. Supply of Animal Rations	6211A/ST-3	17-Jan-2017 06:00 PM	18-Jan-2017 12:00 PM
3. RATE CONTRACT FOR SUPPLY OF STRUCTURAL STEEL	PRON/1311	09-Jan-2017 03:00 PM	10-Jan-2017 03:00 PM

Latest Corrigendums

Corrigendum Title	Reference No.	Closing Date	Bid Opening Date
1.0. Date extension	NOI No. 42 / 2016 / 2016-17 SQA / 62 / M / 2016-17	02-Jan-2017 04:00 PM	03-Jan-2017 12:00 PM

Tender Search

Search with ID/Title/Reference no

Go

Advanced Search

Information About CPC
FAQ
Feedback
Bidders Manual Kit

India.gov.in
NIP on eProcurement
GeM

Contents owned and maintained by concerned Departments in coordination with Finance Department and Information Technology Department, Government of India

Designed, Developed and Hosted by
National Informatics Centre

Version : 1.0.0.0 07-Nov-16
(c) 2008 Tenders NC. All rights reserved.
Site best viewed in IE 8 and above, with a screen resolution 1024 x 768.

Tenders by Location

Tenders by Organisation

Tenders by Classification

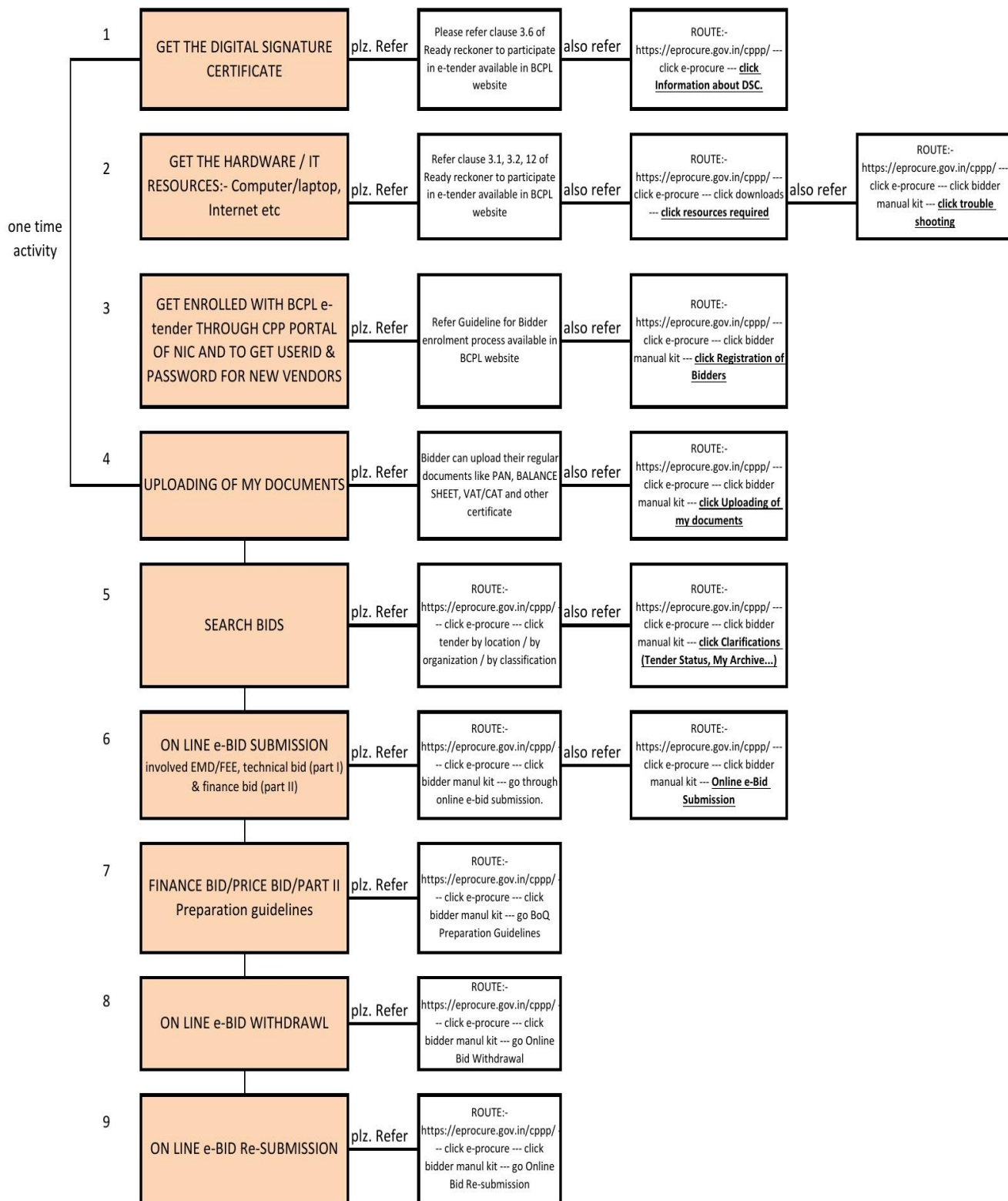
Tenders in Archive

19. Check list / Quick View Summary:



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



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The screenshot displays the Central Public Procurement Portal (eProcurement) interface. The header includes the Government of India logo and navigation links. The main content area is divided into sections for 'Latest Tenders' and 'Latest Corrigendums'. The 'Latest Tenders' section lists various tender titles, reference numbers, closing dates, and bid opening dates. The 'Latest Corrigendums' section lists corrigendum titles, reference numbers, and dates. A sidebar on the left contains navigation links such as 'MIS Reports', 'Tenders by Location', 'Tenders by Organisation', 'Tenders by Classification', 'Tenders in Archive', 'Tenders Status', 'Cancelled Tenders', 'Downloads', 'Announcements', 'Recognitions', and 'Site compatibility'. A 'User Login' section is also present, with fields for 'Login ID' and 'Password', and a 'Login' button. Below the login section, there are links for 'Online Bidder Enrollment', 'Generate / Forgot Password?', and 'Tender Search'. A blue arrow points from the 'FAQ' link in the sidebar to the 'FAQ' link in the 'Help For Contractors' section on the right.

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

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

In FAQ user will get various FAQ related to:

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

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

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

1	Notice to Bidders	notice_to_bidders.pdf
2	Registration of Bidders	bidder_registration.pdf
3	Uploading of My Documents	my_documents.pdf
4	Online e-Bid Submission	two_cover_bid_submission.pdf
		three_cover_bid_submission.pdf



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	four cover bid submission.pdf
	single cover bid submission.pdf
5 Online Bid Withdrawal	bid withdrawal.pdf
6 Online Bid Re-submission	bid resubmission.pdf
7 Clarifications (Tender Status, My Archive...)	enquiry.pdf
8 Trouble Shooting	troubleshoot document.pdf
9 BoQ Preparation Guidelines	BoQ Help Bidder ItemRate.pdf
	BoQ Help Bidder ItemWise Tax.pdf
	BoQ Help Bidder Percentage.pdf

HELP DESK (BCPL)

Phone: 6900182953 (only for e-TENDER queries)

Mobile: 8811017320

Email: etender@bcplindia.co.in

HELP DESK (NIC)

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

Mobile: 8826246593

Email: cphp-nic@nic.in

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ANNEXURE-IV

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL					
ITB Clause	Description				
1.2	The Invitation for Bids / e-TENDER No. is : e-TENDER No.: BCPL/C&P/LA20S216OR/00528				
1.1	The Employer/Owner is: M/s Brahmputra Cracker & Polymer Limited				
2.1	Name of the Supply: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.				
3	BIDS FROM CONSORTIUM/ JOINT VENTURE <table><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				
B. BIDDING DOCUMENT					
ITB Clause	Description				
8.1	For <u>clarification purposes</u> only, the communication address is: Attention: Sh. Olivia Rajkumari, Sr. Manager (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code: 786006, Phone No. 0373 2914636. Mobile No.: 7399018425; E-mail: olivia.rajkumari@bcplindia.co.in ;				
C. PREPARATION OF BIDS					
ITB Clause	Description				



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11.1.1	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents (SCC Refers): Refer SCC _____ _____							
12	Additional Provision for Schedule of Rate/ Bid Price are as under: _____ _____							
12.3	Transit Insurance shall be arranged by :- <table border="1"> <tr> <td>BCPL</td> <td>☐ Yes</td> </tr> <tr> <td>SUPPLIER</td> <td>☐ No</td> </tr> </table> In case, transit insurance to be arranged by BCPL, the details of Transit Insurance Policy are as under:- Policy No. 200300212010000014, National Insurance Company Ltd. _____		BCPL	☐ Yes	SUPPLIER	☐ No		
BCPL	☐ Yes							
SUPPLIER	☐ No							
12.5	Delivery basis shall be <table border="1"> <tr> <td>FOT/FOR Site, <i>[Lepetkata]</i></td> <td>☐ Yes</td> </tr> <tr> <td>EX-WORKS,(Bidder to indication location)</td> <td>☐ No</td> </tr> </table>		FOT/FOR Site, <i>[Lepetkata]</i>	☐ Yes	EX-WORKS,(Bidder to indication location)	☐ No		
FOT/FOR Site, <i>[Lepetkata]</i>	☐ Yes							
EX-WORKS,(Bidder to indication location)	☐ No							
13.7 and 13.8	Details of Buyer: <table border="1"> <tr> <td>Consignee</td> <td>Brahmaputra Cracker and Polymer Ltd. <i>Lepetkata, Dibrugarh Assam-786006</i></td> </tr> <tr> <td>PAN No.</td> <td>AADCB2356E</td> </tr> <tr> <td>GST no.</td> <td>18AADCB2356E1ZY</td> </tr> </table>		Consignee	Brahmaputra Cracker and Polymer Ltd. <i>Lepetkata, Dibrugarh Assam-786006</i>	PAN No.	AADCB2356E	GST no.	18AADCB2356E1ZY
Consignee	Brahmaputra Cracker and Polymer Ltd. <i>Lepetkata, Dibrugarh Assam-786006</i>							
PAN No.	AADCB2356E							
GST no.	18AADCB2356E1ZY							
14	The currency of the Bid shall be INR							
15	The bid validity period shall be three months from final 'Bid Due Date'.							
16.1	In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft', the same should be favor of Brahmaputra Cracker and Polymer Ltd. , payable at Lepetkata							
D. SUBMISSION AND OPENING OF BIDS								



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ITB Clause	Description				
18	In addition to the original of the Bid, the number of copies required is one.				
22	The e-TENDER No. of this bidding process is: BCPL/C&P/LA20S216OR/00528				
22.3	For <u>bid submission purposes</u> only, the Owner's address is : Attention: Sh. Olivia Rajkumari, Sr. Manager (C&P) Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code: 786006, Phone no. 0373 2914636; Mobile No.: 7399018425; E-mail: olivia.rajkumari@bcplindia.co.in ;				
26	The bid opening shall take place at: Street Address: Brahmaputra Cracker and Polymer Limited (A Government of India Enterprise), C&P Department, Administrative Building, PO: Lepetkata, Distt.: Diburgarh, Assam, Pin Code: 786006, Phone No. 0373-2914636; Mobile No.: 7399018425; E-mail: olivia.rajkumari@bcplindia.co.in Date: 17.11.2020 Time: 15:00 Hrs.				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB Clause	Description				
32	Evaluation Methodology is mentioned in Section-II.				
F. AWARD OF CONTRACT					
ITB Clause	Description				
37	Whether part shipment is allowed: <table border="1"> <tr> <td>YES</td><td>☒</td></tr> <tr> <td>NO</td><td>☐</td></tr> </table>	YES	☒	NO	☐
YES	☒				
NO	☐				
38	Contract Performance Security/ Security Deposit				



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	<table><tr><td>APPLICABLE</td><td>☐ NO</td></tr><tr><td>NOT APPLICABLE</td><td>☐ YES</td></tr></table>	APPLICABLE	☐ NO	NOT APPLICABLE	☐ YES
APPLICABLE	☐ NO				
NOT APPLICABLE	☐ YES				
40	Public Procurement Policy for MSEs : <table><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table> The tender is split able.	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				
49	Applicability of provisions relating to Startups: <table><tr><td>APPLICABLE</td><td>☐ YES</td></tr><tr><td>NOT APPLICABLE</td><td>☐ NO</td></tr></table>	APPLICABLE	☐ YES	NOT APPLICABLE	☐ NO
APPLICABLE	☐ YES				
NOT APPLICABLE	☐ NO				



फॉर्म और प्रारूप

FORMS & FORMATS



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	BID FORM
F-3	LIST OF ENCLOSURES
F-4	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-5	LETTER OF AUTHORITY
F-6	NO DEVIATION CONFIRMATION
F-7	DECLARATION REGARDING HOLIDAY / BANNING
F-8	CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA
F-9	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-10	AGREED TERMS & CONDITIONS
F-11	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-12	UNDERTAKING ON LETTERHEAD
F-13	BIDDER'S EXPERIENCE
F-14	CHECK LIST
F-15	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-16	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-17	BIDDER'S QUERIES FOR PRE BID MEETING
F-18	E-BANKING MANDATE FORM
F-19	CA CERTIFICATE FORMAT FOR MSE



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BIDDER'S GENERAL INFORMATION

F-1

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder Name	
2.	Status of Firm	Proprietorship Firm/Partnership firm/ <u>Limited Liability Partnership (LLP) firm</u> / Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3.	Name of Proprietor / Partners / Directors of the firm / company <u>[As per cl.no.4.0 of Section-III of Tender Document]</u>	1. 2. 3.
4.	Number of Years in Operation	
5.	Address of Registered Office: *In case of Partnership firm, provide current address of the firm for ordering purpose	City: District: State: PIN/ZIP:
6.	Bidder's address where order/contract is to be placed *	City: District: State:



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

		PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Website	
9	Fax Number:	_____ _____ (Country Code) (Area Code) (Telephone No.)
10	ISO Certification, if any	[If yes, please furnish details]
11	Bid Currency	
12	Banker's Name	
13	Branch	
14	Bank account number	
15	PAN No.	[Enclose copy of PAN Card]
16	GST No.	[Enclose copy of GST Registration Certificate]
17	Vendor Classification with respect to GST. Mark (✓) on the applicable one.	Registered ☐ Un-Registered ☐ Compound Scheme ☐ PSU, GOVT ☐ SEZ ☐
18	We (Bidder) are covered under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

19	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
20	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
21	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
22	Whether payment is required through TReDS	Yes / No <i>If Yes, please provide the name of portal</i>
23	Type of Entity	Corporate / Non-Corporate (As per CGST / SGST / UTGST Act). <i>(In case of Non-Corporate Entity, bidder will submit documentary evidence for same).</i>
24	Whether Bidder is Startups or not	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in BEC Clause No. A.1.3 in accordance with A.3)</i>

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

E-2

BID FORM

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

Dear Sir,

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

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

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit" for Amount and Validity as mentioned in Tender Document for the due performance within "thirty [30] days" of such Award.

Until a detailed Purchase Order/Contract documents prepared and issued, the Tender Document (including addenda/ corrigenda) together with the Bid and "Notification of Award" shall constitute a binding agreement between us.

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Duly authorized to sign Bid for and on behalf of _____

[Signature of Witness]

Name of Witness:

Address:

ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

E-3

LIST OF ENCLOSURES

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

Dear Sir,

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

Sl. No.	Section, Clause No. & Description of Tender Document	Detail(s) of Document(s) required	Detail (s) of Document (s) submitted by the Bidder	File Name (in case e-TENDER) and Total number of Pages
1.	Section III, 5.2 (if applicable), 11.1.1,	Tender Fee		
2.	Section III, 11.1.1 & 16.0	Bid Security / EMD		
3.	Section III, 16.3	In case EMD is in form of Bank Guarantee from Banks other than the Nationalized Indian Banks, a declaration from such commercial Bank having net worth in excess of ₹ 100 Crores		
4.	Section III, 11.1.1	Power of Attorney		
5.	Section III, 11.1.1	Integrity Pact		
6.	Section II (D) (i)	Documents against Technical Criteria of BEC		
7.	Section II (D) (ii) & F-16	Documents against Financial Criteria of BEC		
8.	Section II (A) Note (i)	Tax Paid Invoice / Documents (if applicable)		
9.	Section III, 2, 3.1 (as applicable), 11.1.1	Submission of All Forms & Formats duly filled & signed		
10.	Section III, 10.0 (if applicable)	List of Documents not in English language and its corresponding English Translation		
11.	Section III, 11.1.1	Covering Letter		
12.	Section III, 11.1.1	Copy of Price Schedule/		

ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Sl. No.	Section, Clause No. & Description of Tender Document	Detail(s) of Document(s) required	Detail (s) of Document (s) submitted by the Bidder	File Name (in case e-TENDER) and Total number of Pages
		Schedule of Rate (SOR) with prices blanked out but mentioning "Quoted" / "Not Quoted"		
13.	Section III, 11.1.1	List of consortium / JV member(s), and Consortium Agreement		
14.	Section III, 11.1.1	Complete Tender Document, its Corrigendum / Amendment / Clarification(s)		
15.	Section III, 11.1.1	A List of Additional document(s) & its enclosures		
16.	Section III, 13.7	A List of the material from a sub-vendor		
17.	Section III, 40.3	Documentary evidence that the Bidder is a Micro or Small Enterprises		
18.	Section III, 40.3	Documentary evidence, in support of MSE is owned by SC/ST Entrepreneurs		
19.	Section III, 40.3	Certification of above documents by the Chartered Accountant		
20.	F-1, Point No. 2	Relevant certificates / Partnership Deed/ Certificate of Registration, as applicable		
21.	F-1, Point No. 18	Copy of PAN Card		
22.	F-1, Point No. 19	Copy of GST Registration Certificate		
23.	F-1, Point No. 20	Copy of the Entrepreneurs Memorandum (EM)		

Place:
Date:

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

F-4



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

(To be stamped in accordance with the Stamp Act)

<u>To,</u> <u>M/s</u> BRAHMAPUTRA CRACKER AND POLYMER LTD. _____	<u>Bank Guarantee No.</u>	
	<u>Date of BG</u>	
	<u>BG Valid up to (Expiry date)</u>	
	<u>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</u>	
	<u>Stamp Sl. No./e-Stamp Certificate No.</u>	

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 Brahmputra Cracker and Polymer Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Brahmputra 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)



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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. :

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____

Date: _____

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-10.



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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.

.....



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-5

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 LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

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 "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BCPL.



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-6

"NO DEVIATION" CONFIRMATION

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

**SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW
METER FOR FLARE LINE AT BCPL, LAKWA.**

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

Dear Sir,

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

E-7

DECLARATION REGARDING HOLIDAY/BANNING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

Dear Sir,

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

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

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

Further, we also confirm that in case there is any change in status of the declaration prior to placement of order or till complete execution of the order, the same will be promptly informed to BCPL by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड
BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

F-8

CERTIFICATE FOR NON-INVOLVMENT OF GOVT. OF INDIA

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

Dear Sir,

If we become a successful Bidder and pursuant to the provisions of the Tender Document, award is given to us against subject Tender Document, the following Certificate shall be automatically enforceable:

"We agree and acknowledge that the Purchaser 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 & 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 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."

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

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ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

<u>To,</u> <u>M/s</u> BRAHMAPUTRA CRACKER AND POLYMER LTD. _____	<u>Bank Guarantee No.</u>	
	<u>Date of BG</u>	
	<u>BG Valid up to (Expiry date)</u>	
	<u>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</u>	
	<u>Stamp Sl. No./e-Stamp Certificate No.</u>	

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 Brahmputra 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).

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



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

- 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 Assam.
 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.



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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.](#)

.....



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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	:	<table><tr><td>NAME</td><td></td></tr><tr><td>VENDOR CODE</td><td></td></tr></table>	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	:	<table><tr><td>PERFORMANCE BANK GUARANTEE</td><td>SECURITY DEPOSIT</td><td>EMD</td><td>ADVANCE</td></tr></table>	PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE
PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE				
6	BG ISSUED BANK DETAILS	:					
	(A) EMAIL ID	:					
	(B) ADDRESS	:					
	(C) PHONE NO/ MOBILE NO.	:					



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AGREED TERMS & CONDITIONS

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

This Questionnaire 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. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's Name, Vendor Code of BCPL (if any) and address <i>(LOI / PO shall be released in this name)</i>	Bidder's Name : Vendor Code: Address:
2.	<u>Bidder furnishes EMD/Bid Security details as under :</u> a) <u>EMD/ Bid Security No. & date</u> b) <u>Value</u> c) <u>Validity</u> <u>Bank Address/e-mail ID/Mobile no. [in case of BG]</u>	
3.	Bidder confirms that the currency of quoted prices is in Indian Rupees.	
4.	Bidder confirms that quoted prices will remain firm and fixed (except where price escalation/variation is allowed in the Tender) till complete execution of the order.	
5.	i) Bidder confirm quoted prices are on FOT dispatch point basis inclusive of P&F. ii) Confirm firm freight charges upto site are quoted in Price Schedule.	
6.	Bidder specify the Dispatch Point <u>[Location, Dist. & State from where material will be dispatched]</u> :	
7.	i) Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
8.	Bidder confirms that Contract Performance Security/ Security Deposit (CPS) will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
9.	Bidder confirms that CPS shall be from any Indian	

ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of ₹ 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
10.	Bidder confirms acceptance to Delivery / Completion Period as <u>per Bid Document and the same</u> shall be reckoned from the date of Fax of Acceptance (FOA).	
11.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after deducting the price reduction (GST applicable) due to delay (refer PRS Clause).	
12.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.	
13.	Bidder confirms that their offer is valid for period specified in BDS from the final 'Bid Due Date'	
14.	Bidder confirms acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
15.	Bidder confirms that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid (wherever applicable).	
16.	Bidder confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
17.	i) Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ BCPL or their relative is not a partner.	
	ii) Bidder confirm that none of Director (s) of the participating firm / company is / are the same Director (s) of other firm / company who has participated in the	



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	same tender.	
18.	Bidder confirms that all correspondence must be in ENGLISH language only.	
19.	Purchaser reserves the right to make any change in the terms & conditions of the Tender Document and to reject any or all bids.	
20.	Bidder confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
21.	Bidder confirm that the quoted prices is in compliance with the Section 171 (Anti-profiteering Clause) of CGST Act / SGST Act as mentioned as clause no. 13.11 of ITB.	
22.	a) Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule of Price Bid. b)Whether in the instant tender items are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	Yes/ No In case of Yes, please specify GST (CGST & SGST/UTGST or IGST) payable by: BCPL:.....% Bidder:.....%
23.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN) in Price Schedule of Price Bid.	
24.	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.	
25.	Bidder confirms that quoted freight rate is exclusive of GST and GST has been indicted separately in Price Schedule.	
26.	Bidder confirms 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 bidder shall be to bidder's account.	
27.	Transit insurance- Confirm price quoted excludes transit insurance	



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
28.	Part Order: (a) Bidder confirm acceptance to Part Order (i.e. BCPL can place order for lower quantity than tendered quantity as per its discretion). (b) Bidder confirm that any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.	
29.	Repeat Order: Confirm acceptance of Repeat Order within 6 (six) months as per ITB.	
30.	Bidder accepts Guarantee clause as per as per tender.	
31.	Bidder accepts Arbitration / Resolution of Dispute clause.	
32.	Bidder accepts Force Majeure clause.	
33.	Whether bidder falls under MSE Act.	
34.	If yes, Whether bidder is a MSE belonging to SC / ST category.	
	If yes, Whether bidder is a MSE belonging to Women category.	
	Confirm if you are a registered Start-up in compliance BEC Clause No. A.1.3 in accordance with A.3 of Section-II of tender document	
35.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder. .	
36.	Bidder confirms that any correction in documents submitted in Physical form along with Un-priced part of bid Has been initialed and stamped by the authorized person.	
37.	Bidder confirms that all documents submitted with bid against the subject tender are true and genuine and in case of any discrepancy noticed or observed at any stage, bidder shall be personally responsible not only for the damages or loss to BCPL, but also for criminal proceedings under the relevant laws.	



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
38.	Bidder confirms that the contents of the tender documents, its enclosures, amendment(s)/ corrigenda / addenda etc. have not been modified or altered and in case, it is found that the tender document has been modified / altered by the bidder, the bid at any stage, shall be liable for rejection.	
39.	PURCHASE reserves the right at the time of award of ORDER to increase or decrease the quantity of GOODS specified in the Material Requisition, without any change in unit price or other terms and conditions. Variation beyond this limit will be subject to mutual agreement between the PURCHASE and the Seller.	
40.	Bidder confirms that owner reserves the right to make any change in the terms & conditions of the Bid Document and to reject any or all bids including those received late or incomplete.	
41.	Bidder confirms submission of GSTR-1 latest return copy along with other technical bid document during tender submission / upload.	
42.	Confirmation towards submission of duly signed & stamped copy of blank SOR (Schedule of Rates) showing that rate is quoted in same format clearly mentioned as “QUOTED”.	
43.	a) Bidder confirms that bidder has understood Schedule of Rates (SOR) completely and bidder has quoted accordingly.	
	b) No additional Condition/comment has been put in the Priced SOR	
44.	a) Bidder certify that they would adhere to the Fraud Prevention Policy of BCPL [available on BCPL's website (www.bcplonline.co.in)] and shall not indulge themselves or 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. b) 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.	



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
45	Whether Bidder is Startup or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49)
46	In case of Start-up confirm the following: (i) Date of its incorporation/ registration (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.25 Crores.	
47	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.	
48	<u>Confirmation w.r.t. TCS</u> i. Whether bidder as a seller is liable to levy TCS on sale of goods as defined under the said provision of Income Tax. ii. If yes, bidder as a seller will raise proper tax invoice on sale of goods to BCPL showing TCS component. iii. Bidder as a seller will comply with all the statutory requirements of TCS regarding deposit of TCS with Government on receipt/collection of consideration from BCPL and issue of TCS certificate to BCPL timely. iv. If BCPL is unable to avail the benefit of TCS Credit on such amount collected by the Supplier, for any reason attributable to Supplier, then BCPL shall be entitled to deduct / recover such amount together with penalties and interest, if any, by adjusting any amounts to be paid or becomes payable in future to the Supplier under this contract or under any other contract.	
49.	Indicate Name & Contact details of person(s) to whom queries, if any, are to be addressed against your bid: Name:	



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Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	Telephone No.: Mobile No.: E-Mail: Bidder's Offer No.: Offer Date:	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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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 LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

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 :

ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

Dear Sir

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



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

BIDDER'S EXPERIENCE

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

Sl. No.	Description of the Supply/ Services	PO/ Contract No. and date	Full Postal Address & phone nos. of Client.	Value of Contract/Order (Specify Currency Amount)	Date of Commencement	Scheduled Completion/Delivery Period (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

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ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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 Tender Document has been submitted by them along with their offer/Bid. This, however, does not relieve the Bidder of his responsibilities to make sure that his Bid is otherwise complete in all respects.

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

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



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Sl. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
	with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Tender Document / uploaded in case of e-bid.		
7.0	Confirm that annual reports for last three financial years & duly filled in Form 16 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
8.0	Bidder has read, understood the Tender Document and its Corrigendum/ Clarification(s) and submits complete Bid in line of requirement of Tender Document.		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड
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[NOT APPLICABLE IN THIS TENDER]

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

(To be provided on Bank's letter head)

Date:

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

Dear Sir,

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

The Customer has informed that they wish to bid for BCPL's E-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 ₹ _____

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

Yours truly

For (Name & address of Bank)

(Authorized signatory)

Name of the signatory :

Designation :

Stamp :

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

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

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

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

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year ____
	Amount (Currency)
1. Net Worth	

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

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

**Refer Instructions on next page...*

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:

ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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BIDDER'S QUERIES FOR PRE BID MEETING



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड
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To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

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

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

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

E-BANKING MANDATE FORM

(To be issued on vendors **letter head**)

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ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

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

I/We hereby authorize BCPL 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 BCPL responsible.

(Signature of vendor / customer)

BANK CERTIFICATE

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

Bank stamp

Date:

(Signature of authorized officer of bank)

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Public Procurement Policy for Micro and Small Enterprises (Applicable only for Manufacturers and Service Providers) Government of India, vide Gazette of India No 503



ब्रह्मपुत्र क्रेकर और पॉलिमर लिमिटेड BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs) by all Central Ministries / Departments / PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions shall be applicable:

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD / Bid Security
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply up to 20% 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 20%, 4% (20% of 20%) shall be from MSEs owned by SC / ST entrepreneurs. This quota is to be transferred to other MESs in case of non - availability of MSEs owned by SC / ST entrepreneurs.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) In case of tendered item is non-splitable or non-dividable, MSE quoting price within price band L1 (other than MSE) + 15%, may be awarded for full/complete value of supplies/contract subject to matching of L1 price.
- vi) In case bidder is a Micro or Small Enterprise under Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
 - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - b) If the MSE is owned by SC / ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
- vii) The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST.
 - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.



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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 above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) where audited accounts are not mandatory as per law.

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.

CA CERTIFICATE FORMAT FOR MSE

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that M/s. _____ (Company Name) having its registered office at _____ (Address) is registered under MSMED Act 2006. Entrepreneur Memorandum No. (Part-II) _____ dated _____, Category: _____ (whether Micro or Small).

Further verified from the Books of Accounts that the investment of the company as per last Audited Balance Sheet is as follows:

Investment in Plant and Machinery - ₹ _____ (Lakhs).

The above Investment of ₹ _____ Lacs is within permissible limit of ₹ _____ Lacs for _____ (Micro or Small) Category under MSMED Act, 2006. Also, M/s. _____ (Company name) have not exceeded the monetary limit criteria mentioned in the NSIC certificate.

*The above format shall be printed on CA's **LETTER HEAD**, filled, signed and stamped by a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company / firm) where audited accounts are not mandatory as per law.*



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THIS FORMAT TO BE FILLED BY THE BIDDER

TECHNICAL CRITERIA AS STIPULATED IN BEC

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

NB:

1. All documents **[to be submitted]** are required to be Self-certified / Self-attested and in accordance to the BEC Clause No. **A.1.1, A.1.2 & A.3.**
2. If the bidder is submitting only one order & its completion/execution Certificate (as applicable), then Sl No. A to be filled in.
3. Likewise, If the bidder is submitting more number of orders and their completion/execution Certificates (as applicable), then Sl. No. A, B, C, D etc. shall be applicable. [In below table, up to Sl No. 'D' is mentioned. Bidder to increase rows if intend to submit more documents]

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

ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



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



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[NOT APPLICABLE IN THIS TENDER]

THIS FORMAT TO BE FILLED BY THE BIDDER

FINANCIAL CRITERIA AS STIPULATED IN BEC

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

NB:

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

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



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1.2	FINANCIAL CRITERIA		Document Details submitted for the below Financial Year:	DOCUMENT WHETHER SUBMITTED / UPLOADED	
				Option	Tick Mark
1.2.2 & 1.2.3	Financial Documents – Net Worth & Working Capital as per applicability of relevant clause of BEC In Case Bidder's working capital is inadequate as per applicability of relevant clause of BEC In case Bidder's working capital is inadequate, the bidder shall supplement this with a letter (as per Format-14) from the Bidder's bank having net worth not less than ` 100 Crore, confirming the availability of the line of credit covering the inadequacy to meet the working capital requirement as per applicability of relevant clause of BEC which is to be uploaded /submitted.	:	Uploaded AUDITED Financial Statements Balance Sheet and Profit & Loss Statement of FY: 2018-2019 . Name of Issuing Bank_____ Branch Code:_____ Location & Address:_____ Tel No._____ Email ID:_____	Yes / No Yes / No	
1.2.4	Details of financial capability of bidder prescribed Format-15 as per applicability of relevant clause of BEC	:	Name Of Chartered Accountant:_____ Membership No. of Chartered Accountant_____	Yes / No	



भाग – IV
SECTION – IV

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

Dear Sir,

In reference to the e-TENDER Number: **BCPL/C&P/LA20S216OR/00528** dated **27.10.2020**, I / we have read the following Conditions of Contract as per the list below which is available in the BCPL website and I / We have agreed to all the conditions as printed in the Contract/s in entirety unconditionally.

General Conditions of Contract –Goods & GCC - Contract

https://bcplonline.co.in/UploadFiles/GCC_Goods.pdf
https://www.bcplonline.co.in/UploadFiles/GCC_CONTRACTS.pdf

Thanking you,

(Sign of the Authorized Signatory with the Company / Firm seal)

Name:

Designation:

Company Seal:



भाग – V

SECTION – V

संविदा की विशेष शर्तें (एससीसी)/ **SPECIAL CONDITION OF CONTRACT [SCC]**



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SECTION-V SPECIAL CONDITION OF CONTRACT [SCC] & SCOPE OF WORKS (SOW)

The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract (GCC Service), Schedule of Rates, specifications/data sheet/drawings and any other documents forming part of tender, wherever the context so requires.

Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.0 INTRODUCTION:

Brahmaputra Cracker and Polymer Limited at Lakwa, Charaideo Assam and the nearest railway station is at Simaluguri. The plant produces C2+ Liquid which is transported through pipelines to main BCPL plant at Lepetkata

- Nearest Airport: Dibrugarh at 80 KM and Jorhat at 90 KM.
- Nearest Railway station: Simaluguri /25 km.

BCPL intends to procure and commission a new Ultrasonic Flare Flow meter as attached specification, drawing and retrofit of existing GE installation with following SOW.

2.0 CONTRACT PERIOD:

Period of contract shall be 2 years from the date of Fax of Acceptance (FOA) / Letter of Acceptance (LOA), whichever is earlier. The Contract may further be extended for a period of maximum six months on same rates, terms and conditions at the sole discretion of BCPL.

3.0 MOBILIZATION

After receipt of materials at BCPL site Lakwa , vendor shall communicate to EIC via mail for Mobilization for the installation and commissioning of Flow meter

EIC will reply depending on site clearance for installation. Following documents have to be submitted before starting the contract:

- (i) Confirmation that supplied meter is 1:1 replacement of installed GE sensing make Ultrasonic Flowmeter model GF868 and sensors model T5-90-10-37-NT-TI.
- (ii) Documents required for Gate Pass like ID proof, photo etc.
- (iv) Calibration certificate of meter.
- (v) The Vendor shall mobilize his personnel with all required special tools & tackles, etc. Unskilled manpower support may be provided by BCPL.



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4.0 ENGINEER-IN-CHARGE & SUPERVISION OF WORK

The Engineer-In-Charge shall look after general supervision and direction of the work. He shall be authorized to stop the work, whenever such stoppage may be necessary to ensure proper execution of the contract. He shall also have authority to reject all work, which does not conform to the tender document. The Engineer-In-Charge reserves the right to suspend the work or part thereof at any time and no claim whatsoever on this account will be entertained. He shall also be authorized to remove any person employed by Vendor on disciplinary ground & if found not competent for the job.

5.0 FACILITIES TO BE PROVIDED BY BCPL:

- General tools and tackles, space required for job.

6.0 PAYMENT TERM:

For Supply: 80% payment shall be made after supply, receipt & acceptance by user department within 30 days. Balance 20% shall be released after successful commissioning of meter or after four months whichever is earlier.

For Service: 100% payment shall be released on submission of service invoices after installation and commissioning of meter in all respect by the vendor within 30 days:

The bills shall be submitted in a printed form in triplicate in hard copy to the Engineer-in-charge. TDS or any other taxes as Applicable shall be deducted from the bills, as per Govt. Rules. The Payment shall be made to supplier within 30 days of the submission of the bill to Engineer-In Charge.

7.0 SAFETY AND SECURITY:

Vendor shall perform the work under this PO observing all relevant safety rules and regulations. No personnel of the vendor shall be allowed to work at site without such safety gears. PPE (Personal Protective Equipment- Industrial Safety Shoe, Helmet, cotton protective clothes, etc...) shall be in vendor's scope, however, BCPL shall provide any special PPE, if required, during job execution. If any special safety equipment is provided by BCPL for performance of any job, the vendor shall be responsible for accounting of the same and returning the same to BCPL before leaving site. Safety and Security of personnel, deployed by the vendor for this job, inside and outside BCPL LEPETKATA plant's premises shall be the sole responsibility of the vendor and BCPL shall be kept completely indemnified on this account.

8.0 OTHER CONDITIONS OF CONTRACT:

1. BCPL shall provide accommodation to the service Engineer.
2. Local transportation arrangement will be in BCPL scope.



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3. The Vendor shall not employ or permit any person suffering from any contagious, loathsome or infectious disease.
4. No employees or person of the Vendor shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, BCPL will terminate the person immediately.

9.0 **WORK PROCEDURES:**

1. The jobs have to be carried out as per standard maintenance, engineering practices and as per instructions of EIC.
2. The vendor shall start the job after getting intimation from EIC.

10.0 **SCOPE OF WORK**

1. Supply, installation and commissioning of Flare Flow meter as per specification and drawing attached with tender documents at BCPL, Lakwa, Assam. Material to supply as per specification and to suit installation drawing.
2. Retrofit in existing setup of GE sensing supplied Ultrasonic Flowmeter model GF868 and sensors model T5-90-10-37-NT-TI.
3. The vendor has to bring special tools and tackles as per requirement.

11.0 **SPECIAL CONDITIONS OF CONTRACT:**

1. The vendor has to depute experienced and specialized trained personnel for installation and commissioning of flow meters.
2. Contract will be for period of 2 years. Whereas supply of material to site is to be completed within stipulated delivery schedule i.e. 24 weeks from date of PO.
3. Manpower required for shifting and loading/unloading will be provided by BCPL.
4. BCPL will provide separate safe working place for the job.
5. BCPL will intimate availability clearance for job after receipt of flow meter at Lakwa, BCPL and Vendor has to depute persons after getting confirmation from EIC.
6. Vendor has to follow all safety guidelines being followed in BCPL.
7. Travelling at actual, lodging, boarding and local conveyance expenses will be in BCPL.
8. Assistance in removal and installation of device from process line may be provided by BCPL as per guidance of vendor expert.
9. Vendor will submit Invoice and report after completion of visit with supported by copy of calibration Certificate.
10. Vendor shall be fully responsible for any damage caused due to mishandling of instruments.

12.0 **POINTS TO BE TAKEN CARE BY THE BIDDER WHILE QUOTING THE RATES:**



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

S.N	Wage component	Rates
A	Minimum wage	Minimum wages as notified by Central Government or State Government from time to time (whichever is higher). That contractor will also ensure disbursement of monthly earned wages of the contract workers latest by 10 th day of the succeeding month as per the Payment of Wages Act 1936, irrespective of release of their R.A bills.
B	NON-STATUTORY ALLOWANCE	In addition to the Minimum Wages contract workers to get an 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.
C	PF Contribution including EDLI & Administrative Charges	13.00% of Minimum Wages
D	Employee State Insurance(ESI) contribution or Insurance policy coverage under Employee's Compensation Act 1923 & Employee's Compensation Act 2010	3.25% of Gross wage in case of ESI is applicable or reimbursement of cost of Insurance coverage obtained under Employee's Compensation Act 1923 upto Rs.10.86 lacs per contract worker
E	Bonus will be paid as per Payment of Bonus (Amendment) Act, 2015	8.33% of Rs.7000.00 or minimum wages whichever is higher. (The same is to be paid to the contract workers during festival time by the contractor and proof of payment of bonus to be submitted).
F	Leave wages as per factory Act/Rule	Annual leave with wages as per factory Act, 1948 i.e. 01 day Paid Leave for every 20 days work performed.
G	Maternity benefit to women contractor under Maternity Benefit Act 1961 where ESI Act 1948 is not applicable.	As per Maternity Benefit Act 1961 and Amendment 2016
H	Death Gratuity	Gratuity will be payable only in cases of



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S.N	Wage component	Rates
		death or permanent disablement during the currency of 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 deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefits to family member/s.
I	National Holidays:	That contractor shall provide 03 (Three) National Holidays in a calendar year i.e. 26 th January (Republic Day), 15 th August (Independence Day) and 2 nd October (Gandhi Jayanti).
J	Festival Holidays:	That contractor shall provide 08 Festival Holidays in a calendar year including International Labour Day (i.e. 1 st May/May Day)
L	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.
M	EMPLOYMENT 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.
N	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.
O	PERIODIC HEALTH CHECK UP	The contractor shall ensure periodical health checkup of workers engaged under the work.

13.0 ADDITIONAL GUIDELINES FOR ADHERENCE TO VARIOUS LABOUR LEGISLATIONS WHILE AWARDED JOB/SERVICE CONTRACT:



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- 1.0 *The contractor is responsible for obtaining the labour licence under the provisions of the Contract Labour (R & A) Act, 1970 from the office of RLC (Central), Ministry of Labour, Govt. of India, Dibrugarh.*
- 2.0 *Minimum Wages shall be paid as notified under Minimum Wages Act-1948 and its amendment thereof. Escalation of Minimum Wages (i.e. increase in DA) in every 6 months i.e. 1st April and 1st October to be provisioned. The contractor shall also be liable to pay the differential of proportionate increase due to revision in the above minimum wages as notified by the Govt. Authorities from time to time during the period of contract. Accordingly, contractor should quote taking into consideration future increase in above minimum wages as well. No reimbursement/refund whatsoever shall be given to the contractor on account of upward or downward revision in the minimum wages payable against different category of manpower assistance services deployed under the subject contract.*
- 3.0 *Workmen Compensation shall be regulated as per the provisions of Employee Compensation Act-2010 (earlier known as Workmen Compensation Act. 1923) and as amended from time to time. The contractor shall ensure to obtain suitable Employee's Compensation Insurance policy covering the risks of accident at the workplace and injury sustained out of or in course of employment for all contract workman engaged by the contractor as per the provision Employees' Compensation Act, 2010 and rules framed there under.*
- 4.0 *Every women worker shall get Maternity Benefit as per the provision of the Maternity Act. 1961 and as amended from time to time. A woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take this liability into account while quoting. BCPL will have no responsibilities to make any additional payment on this account to either Contractor or the workmen employed by the Contractor..*
- 5.0 *Contractor shall provide Uniform & PPEs to their respective contract workers as per contractual terms & conditions. Contractor shall be responsible for proper uniform, Industrial Helmet and safety shoes for the personnel deputed while on duty. Personnel deputed including supervisor shall wear cotton uniform as per the norms as approved by the Engineer – in – Charge (EIC).*
- 6.0 *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 check-up report to HR Department. The Contractor shall ensure compulsory Health Check-up of the individual deployed manpower twice in a year (First at the time of joining and second after completion of 6th month from the date of first Health Check-up). Record to be submitted to EIC after its completion.*
- 7.0 *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 atleast 240 days in preceding 12 months as on the day of retrenchment.*



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- 8.0 Contractor shall obtain all necessary licenses/ permissions from the concerned authorities as provided under the various labour legislations.
- 9.0 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.
- 10.0 Contractor shall be solely responsible and indemnify BCPL against all charges, dues, claims etc. arising out of the disputes relating to dues and employment of personnel deployed by him at BCPL.
- 11.0 Contractor shall indemnify BCPL against all losses or damages caused to it, on account of acts of the personnel deployed by him.
- 12.0 Contractor shall ensure regular and effective supervision of personnel deployed by him at BCPL for undertaking the contractual obligations.
- 13.0 Contractor is required to maintain all statutory registers and records as per the provisions of various applicable Labour Laws and submits the same to BCPL as and when required.
- 14.0 Contractor shall take suitable health insurance in respect of all their employees and contract workers deployed at BCPL.
- 15.0 Contractor shall deploy adequate number of qualified and experienced personnel to discharge the contractual obligations effectively.
- 16.0 In addition to the above contractor shall ensure implementation of all applicable labour laws / legislation, rules made thereunder and amendments issued by Appropriate Authority from time to time and shall be solely responsible for compliance
- 17.0 The rates should be quoted in the schedule of rates as enclosed; keeping in mind the minimum wages as notified by Central Government or State Government from time to time (whichever is higher) and other statutory compliances viz. PF contribution, workmen compensation, bonus, gratuity, payment of wages on weekly off day, shift allowance, leave wages and other benefits to be given to workmen as per Act / laws.
- 18.0 Contractor has to get the wage register certified and signed by the EIC or its authorized representative while disbursing the wages to the deployed personnel.
- 19.0 The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in totality, in accordance with the Terms & Conditions of the Bid Documents.
- 20.0 The contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in unskilled category of work for which list of such persons will be provided by the authorized persons of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time. So far as engagement of Semi-Skilled and Skilled category of manpower in the said work is concerned, the



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contractor will give preference to the PAPs and local persons fulfilling the technical requirement of the job/work”

21.0 The contractor is required to file Half Yearly in FORM XXIV before concerned RLC (Central) the Licensing Officer within 30 days from the end of Half Year.

22.0 The following documents shall be submitted by the Agency/contractor to the Engineer In-charge at various stages during the currency of the contract:

23.0 Immediately after issuance/receiving of Letter of Intent (LOI) :

- i) Application for issuance of Form-III for obtaining Labour License from Licensing Authority for engaging 20 or more contract workers.
- ii) Copy of Labour License before commencement of work if 20 or more contract workers are engaged.
- iii) List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
- iv) Copies of Appointment letters to the persons to be engaged in BCPL by the contractor.
- v) Copies of Employment/Identity Card issued by the contractor for the persons to be engaged by BCPL.
- vi) Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
- vii) Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract workers engaged by him.
- viii) Copy of Employee State Insurance registration certificate issued by concerned ESIC. (wherever applicable)
- ix) Copies of return in FORM 3 submitted by the contractor to the ESIC with respect to declaration by contract workers for enrolment with ESIC.
- x) Copies of ESI Identity/smart card of persons to be engaged in BCPL.
- xi) In case ESI is not applicable, copy of insurance coverage/policy along with details of contract workers and sum assured in terms of Employees Compensation Act, 1923 and copy of renewal of policy from time to time.

24.0 At the time of submission of monthly bills:

Monthly bill duly certified by the contractor or his authorized representative.

- i) Copy of wage register duly certified by the contractor or his authorized representative and EIC of BCPL.
- ii) Copy of e-banking wage sheet/bank statement duly stamped by designated bank and duly certified by the contractor or his authorized representative and BCPL EIC.
- iii) Copy of e-banking wage sheet duly certified by authorized representative(s) of the contractor and BCPL certifying as Certified that the amount shown in the column



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No..... has been paid to the workmen concerned through e-banking on . (date) at (place)

- iv) Copy of Electronic Challan cum return (ECR) and bank remittance slip for the proof of deposit of Provident Fund contribution with RPFC along with details of employees and Provident Fund A/C No duly stamped by designated bank.
- v) Copy of Electronic Challan cum return (ECR) and bank remittance slip for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. for the previous month duly stamped by designated bank.

AA Registers/document to be maintained by the contractor :

- a) Contract Labour (regulation & Abolition), Act, 1970 & Payment of wages Act, 1936 : During the currency of the contract, the contractor has to maintain registers e.g :
 - i) Muster Roll in FORM-XVIII
 - ii) Register of workmen in FORM-XIII
 - iii) Wage Register in FORM-XVII
 - iv) Register of deductions in FORM-XX
 - v) Register of Overtime in FORM-XXIII
 - vi) Register of fines in FORM-XVI
 - vii) Register of advances in FORM-XXII
 - viii) Issuance and maintenance of Wage Slip in FORM XIX
 - ix) Issuance of valid Identity Card by the contractor in FORM XIV
- b) Employee State Insurance Act, 1948 : : During the currency of the contract, the contractor has to maintain registers e.g :
 - i) Register of employees in FORM-6
 - ii) Accident Book in FORM-11
- c) Provident Fund & Misc. Provisions Act, 1952
 - i) Monthly return in FORM 5 for employees qualifying for membership of the PF fund.
 - ii) Contribution card in FORM 4
 - iii) Return of contribution card sent to the Commissioner on expiry of the financial Year in FORM 6.
 - iv) Consolidated annual contribution statement in FORM 6. Copy of same should also be given to the individual contract worker and EIC every year.

25.0 RESPONSIBILITIES OF THE CONTRACTOR:-

- A. **Local Conditions:** Each bidders must have to know all local conditions and factors which may have any effect on the execution of the contract as described in the bidding



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documents. In their own interest, the foreign bidders are particular requested to familiarize themselves with the statutory labour enactments, state laws & Memorandum of settlement, if any.

The company shall not entertain any request for clarification from the bidder, regarding such local conditions.

It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposal and that no claim whatsoever including those for financial adjustment to the contract awarded under the Bidding Documents will be entertained by the Company and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the company on account of failure of the bidder to apprise himself of local laws / conditions/ MOS, if any.

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



भाग– VI

SECTION – VI

तकनीकी विनिर्देश (टीएस)/ **TECHNICAL SPECIFICATION**



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SECTION-VI ULTRASONIC FLARE FLOW METER Data sheet

General	TAG NO	11-FT-2601A	Vendor reply. (Yes or No)
	Make	GE/SICK or equivalent	
	Model	Vendor to Specify	
	Line Size	18 inch	
	Line class	A1A	
	Service	Hydrocarbon vapour in Flare line	
Process condition	Fluid and state	Hydrocarbon Vapour	
	Flow max	90000 Kg/hr	
	Molecular weight	Min 18.3 max 51	
	Design pressure	5 kg/cm ²	
	Operating press	0.1 to 1 kg/cm ²	
	Design Temp	130 Deg C	
	Oper Temp	30 to 110 Deg C	
Sensor/ Transducer	Sensor model	Vendor to Specify	
	Mounting Type	Vertical	
	Mounting location	Field	
	MOC of sensor	Titanium	
	MOC of probe	SS316	
	Type of probe	Retractable	
	Measuring range	0.03 m/s to 90 m/s	
	Turn down ratio	3000:01:00	
	Flange end connection - size rating	3 " 150#	
	Flange face and finish	RF 125 AARH	
	Material of flange	SS316	
	Electrical Classification	ATEXII 1/2 G Ex d (ia Ga) II ABC T4 Ga/Gb	
	Housing	Aluminium (Epoxy painted) or better	
	IP rating	IP 65	
	No of Port	2	
	No of path	1 or better.	
	Distance between two sensor port	380 mm (approx) vendor may check before supply.	
Transmitter	Type	Built in with transmitter or vendor to specify.	
	Mounting/Location	Field mounted	
	Enclosure	Flame proof Ex-d (baliga JB/Equivalent)	
	Enclosure MOC	Aluminium (Epoxy painted) or	



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Approval Drawing		better	
	Dist. Between sensor and Transmitter	20 metre	
	Out put	4-20 MA DC (1no) + HART (1no)	
	Power supply	24 VDC or UPS 110 V	
	Housing	Aluminium (Epoxy painted) or better	
	Electrical Classification	Zone 1, Gr II A,B,C , Temp T4	
	IP rating	IP65	
	Accuracy	± 1.5 % to 5% (for velocity 1 m/s to 90m/s)	
	Statutory approval	ATEX/PESO	
	Installation drawing attached(tentative)	Vendor to confirm with site installation before supply	

NOTE:

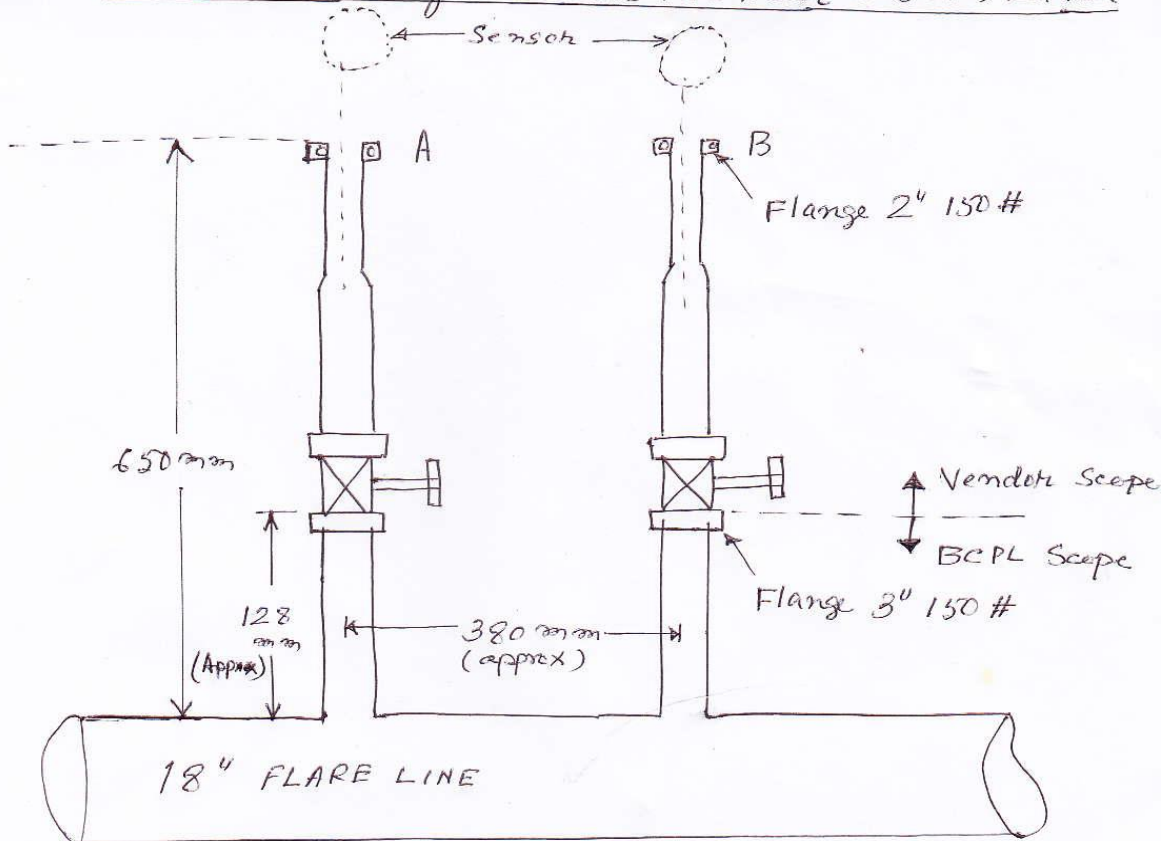
1. Retrofit in existing setup of GE sensing supplied Ultrasonic Flow meter model GF868 and sensors model T5-90-10-37-NT-TI.
2. 2 no's retractable isolation valve with spool piece and nut bolt set, gasket in vendor scope of supply.
3. Vendor may visit site for confirmation of present installation to suit with supplied meter. In case any issue related to installation after supply BCPL will not be responsible.



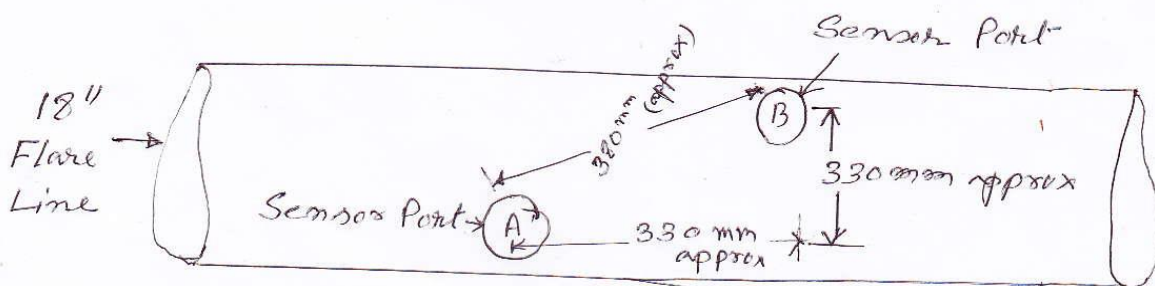
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Installation Drawing Ultrasonic Flowmeter at BCPL, Lakwa



Present Installation of Sensor Side View



Sensor Port Top View



भाग – VII
SECTION – VII

दर अनुसूची (एसओआर)
SCHEDULE OF RATES (SOR)
(To be uploaded in Folder –I (Techno-commercial part))

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



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SCHEDULE OF RATES (SOR) -UN-PRICED BID

(BIDDER TO MENTION AS "**QUOTED**" IN UN-PRICED SOR)

TENDER NO: BCPL/C&P/LA20S216OR/00528

PROCUREMENT OF VARIOUS PERSONNEL PROTECTIVE EQUIPMENTS AND SAFETY EQUIPMENTS AT BCPL, LEPETKATA.

Item. No.	Material Code	Material Description	HSN Code	U O M	QTY	Unit Price Ex-works [including packing and forwarding charges]		Per Unit Freight upto BCPL Site at Lepetkata Applicable on (G) only		Per Unit GST (CGST & SGST/UTGST or IGST) Mark (✓) on the applicable one above. Applicable on (G+J) only		Per Unit Tax Input credit on GST (CGST & SGST/UTGST or IGST) as applicable		Per Unit Price FOT Site BCPL Lepetkata Basis (O=G+J+L)	Total FOT site BCPL Lepetkata Basis Amount P=(O*F)
						(In numerical) Rs.	(In words) Rs.	%	Rs.	%	Rs.	%	Rs.	Rs.	Rs.
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
1	8004120283	ULTRASONIC FLARE FLW MTR Long Text: FLARE FLOWMETER, TAG NO 11-FT-2610A, FLOW 90000 KG PER HR		EA	1	Do not quote here. Only confirm that you have uploaded the Priced SOR as per this format in Folder II (Finance /Price folder)									
COLUMN-WISE TOTAL AMOUNT:							-----	---		---		---			
TOTAL AMOUNT (AFTER SUMMING UP COLUMN “P”) IN FIGURE:															
TOTAL AMOUNT (AFTER SUMMING UP COLUMN “P”) IN WORDS:															
Note: 1. In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule above. 2. In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where BCPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered for evaluation of bid as per evaluation methodology of tender document. 3. In case any cess on GST is applicable, same shall also be considered in evaluation.															
Name of authorized person submitting the tender on behalf of the Bidder (s):															
Designation of authorized person:															

ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



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Name of firm / Contractor:	
Address of firm / Contractor:	
Date:	



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SCHEDULE OF RATES (SOR) -UN-PRICED BID								
(BIDDER TO MENTION AS "QUOTED" IN UN-PRICED SOR)								
TENDER NO: BCPL/C&P/LA20S216OR/00528								
SUPPLY, INSTALLATION AND COMMISSIONING OF FLOWMETER FOR FLARE LINE AT BCPL, LAKWA.								
PART-B: SERVICE PART								
Sl. No.	Activity Line No.	Service Description	UQC	QTY	Unit Rate		Total Amount (E*D)	
					[Including Installation, Testing & Commissioning Job]			
					(In numerical) Rs.	(In words) Rs.	(In numerical) Rs.	(In words) Rs.
A		B	C	D	E	F	G	H
1	10	INSTALLATION & COMMISSIONING CHARGES Long Text:	LMP	1				
2	20	To and Fro charges per visit at actual Long Text:	EA	1				
Total Basic Amount exclusive of GST[CGST+SGST or IGST]:								
Applicable GST [CGST+SGST or IGST] Rate in [__%]:								
Total Amount inclusive of GST [CGST+SGST or IGST] IN FIGURES):								
Total Amount Inclusive of GST [CGST+SGST or IGST] (IN WORDS):								
SAC CODE:								
Name of authorized person submitting the tender on behalf of the Bidder (s):								
Designation of authorized person:								

ई-निविदा संख्या / e-TENDER No: BCPL/C&P/LA20S216OR/00528 FOR "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA".



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BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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<i>Name of firm / Contractor:</i>	
<i>Address of firm / Contractor:</i>	
<i>Date:</i>	



SCHEDULE OF RATES [PRICED SOR]

(PLEASE GO TO OUR **e-TENDER PORTAL**, SOR TO
BE QUOTED UNDER **e-MODE** ONLY IN THE
PROVIDED **BOQ**)



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CUT-OUT SLIPS

DO NOT OPEN – THIS IS A QUOTATION

SUB: "SUPPLY, INSTALLATION AND COMMISSIONING OF ULTRASONIC FLOW METER FOR FLARE LINE AT BCPL, LAKWA.

e-TENDER No.: BCPL/C&P/LA20S216OR/00528

BID SUBMISSION DUE DATE & TIME: 16.11.2020 at 14:30 Hrs.

TO

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

FROM



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

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