ब्रह्मपुत्र क्रेकर और पॉलीमर लिमिटेड

BRAHMAPUTRA CRACKER AND POLYMER LIMITED

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

(Tender to be submitted ONLINE though GeM Portal only)

TENDER DOCUMENT

FOR

"HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS.

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SECTION – I

INVITATION FOR BIDS (IFB)

SECTION - I

INVITATION FOR BID [IFB]

Ref. No. **BCPL/C&P/LA26W132BB/03861** Dated: **30.10.2026**

To,

PROSPECTIVE BIDDER(S)

SUB:" HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS.

Dear Sir/Madam,

1.0 **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**, Lepetkata (A Government of India Enterprise) invites bids from bidders for the subject job/works on Government e-Marketplace (GeM) portal, in complete accordance with the GeM bid, following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	**BRIEF SCOPE OF SERVICE / JOB**	**HIRING OF SERVICES FOR MECHANICAL MAINTENANCE ACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS.**
(B)	**BCPL TENDER NO. & DATE**	**BCPL/C&P/LA26W132BB/03861** dated **30.10.2026** This Document(s) shall form integral part of Government e-Marketplace (GeM) Bid No. **GEM/2026/B/8221676** Dated: **30.10.2026**
(C)	**TYPE OF BIDDING SYSTEM**	02(Two) Bid System.
(D)	**COMPLETION SCHEDULE / PERIOD OF CONTRACT**	The contract Period shall be for a period of 24 (twenty four) months. *(Details as per Special Condition of Contract).*
(E)	**BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**	APPLICABLE: √ NOT APPLICABLE: X Amount: **As per GeM Bid.** (Refer Clause No. **16** of ITB of the BCPL tender document)
(E1)	**DECLARATION FOR BID SECURITY**	Bidder (MSE/STARTUP/CPSE) (to whom exemption in allowed as per extant guidelines in Vogue) seeking EMD exemption is mandatorily required to submit Declaration for Bid Security in bid as per proforma at **Form F-2A**.

(F)	**DATE, TIME & VENUE OF PRE-BID MEETING**	**06.11.2026 at 15:00 hrs.** Brahmaputra Cracker & Polymer Limited, C&P Department, Administrative Building, P.O: Lepetkata, Dist.: Dibrugarh, Assam, Pin Code: 786006, Phone No. 0373 2914636; Mobile No.: 9954195756 **OR** Query if any may be forwarded to e-mail id bhaskar.barman@bcplindia.co.in or before 06.11**.2026** at 15.00 Hrs. Comment/ clarification on the query related shall be sent on E-mail. **OR** **06.11.2026 at** 15.00 Hrs **through video Conference on prior intimation of participation by interested bidders to the undersigned.** Name : Bhaskar Jyoti Barman E-mail: bhaskar.barman@bcplindia.co.in Contact No.: +91-9954195756 Brahmaputra Cracker and Polymer Limited, C&P Department, Administrative Building, PO: Lepetkata, Distt.: DIBRUGARH, Assam, Pin Code:786006, Phone no. 0373 2914636.
(G)	**CONTACT DETAILS OF TENDER DEALING OFFICER**	Name :**Mr. Bhaskar Barman** Designation: SM (C&P) Phone No. & Extn.: 0373 2914636 Mobile No.: 9954195756 E-mail: **bhaskar.barman@bcplindia.co.in**
(H)	**DEALING BCPL'S OFFICE ADDRESS**	**BRAHMAPUTRA CRACKER AND POLYMER LIMITED** (A Government of India Enterprise) Contract & Procurement (C&P) Department Administrative Building PO: Lepetkata Distt.: DIBRUGARH, Assam Pin Code: 786006.

In case of the days specified above happens to be a holiday in BCPL, the next working day shall be implied w.r.t bid opening (mentioned in GeM bid) and pre-bid meeting etc.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III). The IFB is an integral and inseparable part of the bidding document.

4.0 Bid must be submitted only on GeM portal (https://gem.gov.in). Further, the following documents in addition to uploading in the bid on GeM Portal shall also be submitted in Original (in physical form) **within 07(Seven) days from the Bid Due Date** provided the scanned copies of the same have been uploaded in GeM Portal by the bidder along with bid within the Due Date & Time to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III]:-

i) EMD/Bid Security (if applicable)/Declaration for Bid Security as per proforma at Form-F-2A.

ii) Power of Attorney

iii) Integrity Pact (as applicable)

iv) Line of Credit (If applicable)

5.0 Bidder(s) are advised to submit their bid strictly as per terms and conditions of the Tender Documents and not to stipulate any deviations/exceptions.

6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from GeM portal and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bid is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where Consortium bid is allowed pursuant to Clause No. 3.0 of ITB) and in total compliance of Scope of Supply /Specification(s) as specified in Tender Document.

8.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM portal only. Bidders are requested to visit the GeM portal regularly to keep themselves updated.

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

10.0 SAP generated Request for Quotation (RFQ), if any shall also form an integral part of the Tender Document.

11.0 Bidders are required to update their GST registration details on GeM portal to enable evaluation of bids after considering ITC of GST, wherever applicable. However, evaluation bids will be based on the confirmations & documents submitted by the bidder in their bid irrespective of the status/evaluation on GeM portal. BCPL's decision in this regard shall be final.

12.0 As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status

in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption will be based on the confirmations & documents submitted by the bidder in the bid irrespective of selection/option made on GeM portal.

13.0 Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid depending on selection/option made on GeM portal by L1 bidder. In case a bidder does not select the EMD Exemption and/or Purchase Preference option on GeM Portal and happens to be L1 bidder, matching option to other MSE bidders may be given if appears in system.

Note: 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. If the major activity of the MSE is Trading/Services(Trading) then the unit is a trader and is not eligible for availing the benefits of Public Procurement Policy for MSEs Order, 2012. Further, for considering Purchase Preference benefits including exemption for EMD, the bidder should be a Manufacturer or service provider of the item(s)/Service(s) to be procured. In case of evaluation on overall basis, the bidder should be a manufacturer or service provider of any of the item(s)/Service(s) to be procured.
Note:

13.0 This document shall be read in conjunction with GeM bid document No. **GEM/2026/B/8221676** Dated: **30.10.2026.** In case of any variance in the terms and conditions between GeM GTC/GeM bid document and this tender document, the tender conditions as per the "BCPL Tender Document" shall prevail.

This is not an ORDER.

For & on behalf of
BRAHMAPUTRA CRACKER & POLYMER LIMITED

(Authorized Signatory)
Name: **MR. BHASKAR BARMAN**
Designation: SM(C&P)
Mobile No.: 9954195756
E-mail: bhaskar.barman@bcplindia.co.in

SECTION – II

BID EVALUATION CRITERIA (BEC)
&
PRICE BID EVALUATION METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

1.0 BID EVALUATION CRITERIA (BEC):

1.1 BEC- Technical: (as a single bidder)

*1.1.1. The bidder must have **executed & completed** at least **Three (03)** order/contract/Agreement each of value not less than **Rs 84.71 Lakhs** of "similar nature of work" in any **Petrochemical Complex/ Fertilizer Plant/ Petroleum Refinery/ Gas Processing Complex/ LPG Plant/ Offshore Platform / Oil & Gas/ Power Plant** in previous seven (07) years to be reckoned from the due date of unpriced bid opening*

OR

*The bidder must have **executed & completed** at least **Two (02)** orders/contracts each of not less than **Rs 105.89 Lakh** of "similar nature of work" in any **Petrochemical Complex/ Fertilizer Plant/ Petroleum Refinery/ Gas Processing Complex/ LPG Plant/ Offshore Platform / Oil & Gas/ Power Plant** in previous seven (07) years to be reckoned from the due date of unpriced bid opening*

OR

*The bidder must have **executed & completed** at least **one (01)** similar order/contract of not less than **Rs 169.43 Lakh** of "similar nature of work" in any **Petrochemical Complex/ Fertilizer Plant/ Petroleum Refinery/ Gas Processing Complex/ LPG Plant/ Offshore Platform / Oil & Gas/ Power Plant** in previous seven (07) years to be reckoned from the due date of unpriced bid opening*

Note 1:

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

***b)** Definition of "**similar nature of work**": "i) Mechanical related job OR ii) Mechanical Maintenance job OR iii) Mechanical Operation and Maintenance job OR iv) Mechanical job during Erection/ Commissioning/ Pre-commissioning/ overhauling / break down activities".*

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

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

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

RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE 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), AS AMENDMED TIME TO TIME

Prior turnover and prior experience as mentioned above in financial and technical criteria of BEC 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.

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 relaxation is to be given to the specific goods / jobs domain wherein they are registered for.

Wherever the "Certificate of Recognition" is stipulating the domain of startup, the domain of startup is be considered based "Certificate of Recognition" issued by Department of Promotion of Industry and Internal Trade (DPIIT). Startups having the "Certificate of Recognition" which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIIT.

New startup "Certificate of Recognition" is stipulating "Industry" and "Sector" as domain of startup. Accordingly, "Industry" and "Sector" as domain of startups mentioned in certificate/ application (in case of old certificate which do not indicate domain) will be considered.

The above documents 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.

Domain (i.e. Industry & Sector) of Startups for the instant tender shall be as under:

Sl No.	Industry	Sector
1	Construction	Construction and Engineering
2		Others
3	Non- Renewable Energy	Oil & Gas Drilling
4		Oil & Gas Exploration and Production
5		Oil & Gas Transportation Services
6		Oil Related Services and Equipment
7	Others	Others
8	Human Resources	Others
9	Professional & Commercial Services	Business Support Services

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

1.2.1 ***TURN OVER****: The* ***average annual turnover*** *of the bidder must have the* ***minimum value*** *of* ***Rs 105.89 Lakh*** *during preceding three financial years ending on 31st March'2024. i.e.* ***FY: 2025-2026, 2024-2025 & 2023-24.***

1.2.2 ***NET WORTH:*** *Net Worth of the bidder should be* ***positive*** *as per the* ***preceding financial year*** *i.e.* ***FY: 2025-2026.***

1.2.3 ***WORKING CAPITAL****: The bidder should have* ***minimum working capital of value Rs. 21.17 Lakh as per the last audited financial statement for the year.*** *i.e.* ***FY: 2024-25.***

If the bidder's working capital is negative or inadequate ***as per BEC clause no. 1.2.3****, the bidder shall submit/upload a letter from the bidder's bank as per* ***Format, F-9****, having net worth not less than* ***Rs. 100 Crores****, confirming the availability of the line of credit for at least* ***Rs. 21.17 Lakh*** *as mentioned above at BEC clause no. 1.2.3 (Format specified in tender document).*

Declaration Letter/Certificate for line of credit due to short fall of working capital shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will also be acceptable wherein a group of banks can jointly provide line of credit to the bidder."

Note to above BEC Clause No. 1.2:

a) *Bidder has to compulsorily submit the audited financial results for the immediate 03(Three) preceding financial years subject to Govt. circular for extension of the last date for finalization of account.*

(subject to Govt. circular for extension of the last date for finalization of account).

b) In case the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three (03) preceding financial years i.e. FY: 2024-2025, 2023-2024 & 2022-23 (subject to Govt. circular for extension of the last date for finalization of account).

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

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

*For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Startup Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India and the certificate should be duly "****certified by the Chartered Accountant (not being an employee or a***

Director or not having any interest in the bidder's company / firm)" and also "notarized by notary public with legible stamp."

The relaxation of prior turnover to startup (whether Micro & Small Enterprise (MSEs) or otherwise) has been given to a specific goods/job domain wherein they are registered for as mentioned above. ***"Industry" and "Sector"*** *shall be considered as domain of startups mentioned in the certificate or application (in case of old certificate). If the below mentioned "**Industry" and "Sector"** are not reflected in the Startup certificate/application, than the offer of that startup bidder shall not be considered for evaluation.*

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

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****.*

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

1.3 Documents/Documentary Evidence required to be uploaded / submitted in GeM portal by the bidder along with other bid documents for qualifying the BEC mentioned at sl. no. 1.0:

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]***
	1.1	***Technical Experience Criteria – Document*** *[All documents to be* ***uploaded (submitted)*** *must be* ***Certified/attested by Chartered Engineer & Notarized by notary public.****]*	
1.	*1.1.1*	*Experience against execution & completion of order*	***a)*** *Bidder must submit / upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which has been executed& completed towards similar nature of jobs as mentioned at sl. no. 1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening.* ***b)*** *Copy of Completion Certificate or equivalent against the Order/LOA/Contract/Agreement submitted as mentioned at point "a" above, must be submitted / uploaded. The Completion Certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement*

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]***
			No. with date, Brief Scope of work / Name of work, Order value, Total executed value, Scheduled date of Work completion and date of Actual work completion etc. The Completion Certificate or equivalent should have been issued by the end-user/owner/authorized consultant.
2	*1.1.2*	*Experience against execution of running ARC (Annual Rate Contract)*	*a) Bidder must submit / upload the Copy of Order/LOA/Contract/Agreement along with its detail SOR items & scope of work which is still running for similar nature of jobs as mentioned at sl.no.1.1.1 of BEC in previous seven (07) years to be reckoned from the due date of unpriced bid opening.* *b) Copy of Execution Certificate or equivalent against Order/LOA/Contract/Agreement for the running contract as mentioned at point "a" above must be submitted clearly mentioning the executed **VALUE** till one day prior to unpriced bid opening, which must be equal to or more than the minimum prescribed value mentioned at sl. no. 1.1.1 of BEC. The execution certificate or equivalent must contain the detailed information like Order/LOA/Contract/Agreement No. with date, Brief Scope of work / Name of work, Order value, Total executed value, etc. The Execution Certificate or equivalent should have been issued by the end-user/owner/authorized consultant.*
3	*1.1.3*	*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*

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]
			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.****.*
4.	*1.2*	***Financial Experience Criteria- Document*** *[All audited financial statements/documents {balance sheet and profit & loss account statement under 1.2.1(Not applicable for 'Startup' as mentioned in BEC clause no. 1.2.4), 1.2.2 & 1.2.3 of above BEC} to be submitted / uploaded must be* ***duly Certified/attested by Notary public*** *with legible stamp.]*	
5.	*1.2.1*	*Annual Turn-over (Not mandatory for start-ups)*	*Bidder(s) shall submit copy(s) of audited financial result (Balance sheet and profit & Loss account statement) of the preceding three (03) Financial Year(s), i.e.* ***FY: 2025-2026, 2024-2025 & 2023-24.***
6.	*1.2.2*	*Net worth (Mandatory for all bidders)*	*Bidder(s) shall submit copy of audited financial result (Balance sheet and Profit & Loss account statement) of last audited Financial Year, i.e.* ***FY: 2025-2026.***
5.	*1.2.3*	*Working capital (Mandatory for all bidders)*	*Bidder(s) shall submit copy of audited financial statement Balance sheet and Profit & Loss account statement for the last audited Financial Year, i.e.* ***FY: 2025-2026.*** *If the bidder's working capital is negative or inadequate* ***as per BEC clause no. 1.2.3****, the bidder shall submit/upload a letter from the bidder's bank as per* ***Format, F-09*** *having net worth not less than* ***Rs.100 crores****, confirming the availability of line of credit to meet the working capital requirement as mentioned above at* ***BEC clause no. 1.2.3*** *(Format specified in tender document).*

6	*1.2.4*	*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.***
8.		***Format, F-10***	*"Details of financial capability of bidder" shall be submitted in the prescribed **Format, F-10** (of tender document) duly signed and stamped by a **Chartered Accountant only.***

NB for 1.2.1, 1.2.2 & 1.2.3 above:

a) ***In case the closing date of the bid is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three (03) preceding financial years i.e. FY: 2025-2026, 2024-2025 & 2023-24 (subject to Govt. circular for extension of the last date for finalization of account).***

b) *Start-up bidders also need to mention Net Worth and Working Capital in **F-10 format**, even if they don't have the last audited financial results.*

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

(i) ***Only documents which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation.***

(ii) *Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.*

(iii) ***BCPL may or may not seek any clarifications regarding documents against BEC after Technical Bid (Un-Priced) opening, hence bidder must submit proper/relevant documents against BEC and failing of which offer is liable for rejection.***

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

(v) ***Apart from the above, Bidder must submit all other relevant documents/information as specified in Scope of Work/SCC for Technical Evaluation of Bid or specified elsewhere in the Tende Document, towards proof of its responsiveness.***

(vi) *Startups are exempted from the submission of* ***EMD*** *(if applicable). However, Bid Security Declaration to be submitted by all the participating bidders(s) as per the format provided in the tender document.*

(vii) *Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa: Applicable as per ITB, Annexure-A.*

(viii) *Procurement from a bidder which shares a land border with India: Applicable as per ITB, Annexure-B*

2.0 Methodology for Evaluation of Bids:

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

The evaluation will be done ***on overall L-1 basis*** *and will be evaluated for award. Bidder must quote mandatorily all SOR items.*

2.2 *Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in Price Schedule/SOR/Price breakup will be corrected by the Employer as per the clause "Correction of Errors" of ITB.*

2.3 *Situation of tie to be handled as per ITB provision.*

2.4 ***Preferences:***

i) *Purchase preference under MII-PPP- as per ITB*

ii) *Purchase preference for Micro and Small Enterprises (MSEs) Order, 2012- as per ITB*

iii) *Purchase Preference to CPSEs-Not Applicable.*

2.5 ***CONTRACT PERFORMANCE SECURITY (CPS)/SECURITY DEPOSIT (SD):***

The contract performance security towards faithful performance of the contractual obligations shall be:

a) ***5% of Annualized Order / Contract value*** *(exclusive of GST) within 30(Thirty) days of FOA/notification of award.*

OR

b) *Initial security deposit (ISD) @ 2.5% of Annualized Order / Contract value in case contract within 30(Thirty) days of FOA/notification of award and deduction @ 2.5% of the RA bill subsequently from RA bills till the total amount of security deposit*

(including ISD and deducted amount) reaches 5% of Annualized Order / Contract value.

It must be valid for 03(Three) months beyond the contract period /warranty period (whichever is later). For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document.

NOT APPLICABLE IN THIS TENDER

Annexure-I to Section-II

Format for Undertaking from TPIA
(on TPIA letter head duly stamped & signed)

Ref.: Date:

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LIMITED

……
……..
……

Dear Sir,

Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)

Ref : Tender no. …….. for …….

M/s ……. having Registered office at ……intend to participate in above referred tender of M/s Brahmaputra Cracker and Polymer Limited having registered office at 1st Floor, House No 6 Bhuban Road, Uzan bazar Guwahati, Assam, Pin - 781001.

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the originals and found to be genuine. We have signed and stamped on the copies of all the verified and certified documents.

(Signature of a person duly authorized to Sign on behalf of the TPIA)
(Seal of the Company)
Name: ……..
Contact No……

SECTION – III

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

SECTION-III

INSTRUCTION TO BIDDERS

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[A] GENERAL:

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51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
52. ANJANI PORTAL
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[G] ANNEXURES:

Related to BEC:

1. **ANNEXURE-A:** ELIGIBILITY CRITERIA IN CASE BID IS SUBMITTED ON THE BASIS OF TECHNICAL EXPERIENCE OF FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) WHICH HOLDS MORE THAN 50% OF THE PAID-UP SHARE CAPITAL OF THE BIDDING COMPANY OR VICE VERSA
2. **ANNEXURE-B:** PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
3. **ANNEXURE-C:** POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017.
4. **ANNEXURE-D:** CONCURRENT APPLICATION OF PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES ORDER 2012, AND PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER, 2017.

Related to ITB:

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

INSTRUCTIONS TO BIDDERS [ITB]

[A] – GENERAL

1 SCOPE OF BID:

1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive bids as described in this invitation for bid (the "**Tender Document /BidDocument**") issued by the Employer. Employer/Owner/BCPL occurring herein under shall be considered synonymous.

1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.

1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.

1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS:

2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).

2.2 The Bidder is not put on 'Holiday' by 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.

Bidders marked "Suspended" on GeM (but eligible as per BCPL's Tender Document) will be evaluated as per terms & conditions of the Tender Document.

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

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

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.2 herein above on due date of submission of bid and during the course

of finalization of the tender. Concealment of the facts shall tantamount tomisrepresentation of facts and shall lead to action against such Bidders as per clause 39dfITB.

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

It shall be the sole responsibility of the bidder to inform BCPL there status on above ondue date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall leadto action against such Bidders as per clause no.39 of ITB.

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

(i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or

(ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the Contract.

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

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

2.7 Power of Attorney:

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

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

a) In case of Proprietorship: by Proprietor

b) In case of Partnership: by all Partners or Managing Partner

c) In case of Limited Liability Partnership: by any bidder's employee authorized in terms of Deed of LLP

d) In case of Public / Limited Company: PoA in favour of authorized employee(s) by

Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

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

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

3 BIDS FROM "CONSORTIUM" - NOT APPLICABLE

4 ONE BID PER BIDDER:

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity oras 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 A bidder shall not have conflict of interest with other bidders. Such conflict of interest canlead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:

a) they have controlling partner (s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;or

c) they have the same legal representative/authorized signatory/agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or

e) Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.

f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

g) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only

one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5.

Failure to comply this clause during tendering process will disqualify all such bidders fromprocess of evaluation of bids.

4.3 Alternative Bids shall not be considered.

4.4 The provision mentioned at sl. no. (4.1) and (4.2) shall not be applicable wherein bidders are quoting for different Items/Sections/Parts/Groups/SOR items of the same tender which specifies evaluation on Items/Sections/Parts/Groups/SOR items basis.

5 COST OF BIDDING:

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

6 SITE VISIT:

6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site shall be borne by the Bidder.

6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

6.3 The Bidder shall not be entitled to hold any claim against BCPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of theBidder to obtain all the necessary information with regard to site, surrounding, workingconditions, weather etc. on its own before submission of the Bid.

[B] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS:

7.1 The contents of Bidding Documents / Tender Document are those stated below shall be '**Bid specific Additional Terms andConditions (ATC)**'of GeM bid, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause-8 & 9":

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

GeM bid document generated or available on GeM portal shall also be part of Bidding Document / Tender Document.

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

** The subject tender is based on standard formats and applicability of some specific clauses maybe seen in Annexure-IV to Section-III i.e. BDS (Bidding Data Sheet)
*** General Conditions of Contract – Service is available on BCPL's Tender website

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

8 CLARIFICATION OF TENDER DOCUMENT:

8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify BCPL in writing or email at BCPL's mailing address indicated in the BDS or on GeM portal no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bidmeeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. BCPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. BCPL mayrespond 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 beuploaded on GeM portal / communicated to prospective bidders by e-mail.

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

9 AMENDMENT OF BIDDING DOCUMENTS:

9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Bidding Documents by addenda/ corrigendum.

9.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Documentand shall be hosted on the GeM portal website. Bidders have to take into account all such corrigendum before submitting their Bid.

9.3 The Employer, if consider necessary, may extend the bid due date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda/ corrigendum issued thereof.

[C] – PREPARATION OF BID

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and BCPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11. DOCUMENTS COMPRISING THE BID:

The Bid must be submitted on GeM portal (https://gem.gov.in) as follows:

11.1 **"TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

(a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosedcontents with index.

(b) 'Bidder's General Information', as per 'Form F-1'.

(c) Agreed Terms and Conditions', as per 'Form F-5'

(g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'

(h) Duly attested documents in accordance with the "BID EVALUATIONCRITERIA [BEC]" establishing the qualification.

(i) Copy of Power of Attorney /copy of Board Resolution, in favour of theauthorized signatory of the Bid, as per clause no.2.7 of ITB

(j) Copy of EMD / Declaration for Bid Security as per provision of ITB.

(k) Undertaking as per *Form-1 to Annexure-C to Section-III* by MSE bidders and Class-I Local Suppliers bidders seeking preference under policy to provide purchase preference as per public procurement (preference to make in India), Order 2017 (PPP-MII), if applicable.

(l) Undertaking as per *Form-2 to Annexure-C to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies)or from a practicing cost accountant or practicing chartered accountant (inrespect of other than companies) as per *Form-3 to Annexure-C to Section-III,* if applicable. ***(Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not).***

(m) Undertaking as per *Form-I to Annexure-B to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India

(n) All forms and Formats including Annexures

(o) 'Integrity Pact' as per 'Form F-13' – Not applicable

(p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed by the Authorized Signatory holding POA.

(q) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, itsCorrigendum/Amendment/Clarification(s).

(r) Any other information/details required as per Bidding Document

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

11.1.2 Price Bid / Financial Bid / Schedule of Rates [SOR]

i) The Prices are to be submitted strictly as per the Price bid /Schedule of Rate on GeM portal. BCPL shall not be responsible for any failure on the part of the bidder to follow the instructions.

ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR

format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.

iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.

iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced partof the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, thenthe unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, super-scribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

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

12 BID PRICES:

12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except **GST (CGST & SGST/UTGST or IGST)**.

Successful bidder is required to provide break-up of various components such as GST (CGST & SGST/UTGST or IGST) included in the quoted prices for placing SAP orderby BCPL.

12.2 Bidder shall quote for all the items of Price bid/SOR after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under SOR but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.

12.4 All duties, taxes and other levies [if any] payable by the Service Provider under the Contract, or for any other cause including final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion ofthe Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.

13 GST (CGST & SGST/ UTGST or IGST)

13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

13.2 Quoted prices should be inclusive of all taxes and duties, including **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice/Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisitedetails.

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

SGST/UTGST or IGST) collected from Owner.

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

13.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST),** other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

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

13.5.2 The input tax credit of quoted GST (CGST & SGST/UTGST or IGST) shall be considered

for evaluation of bids, as per evaluation criteria of tender document.

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

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

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

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

However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

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

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

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

timely filed by Service Provider with requisite details.

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

13.10 Anti-profiteering clause:

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

13.11 In case the GST rating of Service Provider on the GST portal / Govt. official website is negative / blacklisted, then the bids may be rejected by BCPL. Further, in case ratingof bidder is negative / blacklisted after award of work, then BCPL shall not be obligated or liable to pay or reimburse GST to such Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurredby BCPL.

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

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

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

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

13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Service Provider, as per the provisions of the GST law / Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Service Provider should also

download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

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

Supplier who is required to comply with the requirements of E-invoice for B2Btransactions 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 thisprocess, such invoice can-not be processed for payment by BCPL as no ITC is allowed on such invoices.

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

If input tax credit is not available to BCPL for any reason attributable to supplier (bothfor 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 andinterest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier under this contract or under any other contract.

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

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

13.16 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of BCPL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of BCPL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of BCPL.

14 BID CURRENCIES:

Bidders must submit Bid in Indian Rupees only.

15 BID VALIDITY:

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

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period on GeM portal. The request and the responses thereto shall be madein writing or by email (outside GeM, if required). After opening of price bids in GeM,the extension (outside GeM, if any) will be regularized through GeM with L-1 bidder. Bidder may refuse the request without forfeiture of his EMD/Bid Security.

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its 'EMD' for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT (EMD):

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

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

16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of BCPL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-TENDER no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of online transactions, submission of EMD in original is not applicable.

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 (excluding Co- operative banks and

Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be madeby such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1, 16.2 & Clause-16.3" may be rejected by BCPL as non-responsive.

16.5 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 'Bid Validity' period

(b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice

(c) If the Bidder modifies Bid during the period of bid validity (after Due Date andTime for Bid Submission).

(d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.

(e) In the case of a successful Bidder, if the Bidder fails to:

(i) Acknowledge receipt of the "Notification of Award" / Fax ofAcceptance [FOA]",

(ii) furnish "Contract Performance Security / Security Deposit", inaccordance with "ITB: Clause No. 38"

(iii) Accept 'arithmetical corrections' as per provision of clause No. 30 of ITB.

16.8 In case EMD is in the form of 'Bank Guarantee' the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.9 Following categories of Sellers are exempted from furnishing Earnest Money / Bid Bond when tender is processed through Government e-Marketplace (GeM) Portal:

(i) Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.

(ii) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).

(iii) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.

(iv) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.

(v) Sellers/ Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s).

(vi) Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.

(vii) Central/State PSUs.

(viii) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

Bidders are required to submit relevant document for exemption from furnishingEarnest Money / Bid Bond.

However, Traders / Dealers / Distributors / Stockiest / Wholesaler are not entitled for exemption of EMD.

16.10 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officerthrough email/letter with tender reference number immediately after remittance of EMD.

In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

16.11 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.

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

16A DECLARATION FOR BID SECURITY

Bidder to whom exemption is allowed as per Clause No. 16.9 above are required to submitDeclaration for Bid Security as per proforma at Form F-2A.

17 PRE-BID MEETING (IF APPLICABLE):

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

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

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GeM portal website against the GeM bid as specified in "ITB: Clause-8. Any modification of the Contents of BiddingDocuments listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

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

18 FORMAT AND SIGNING OF BID:

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

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

19 ZERO DEVIATION AND REJECTION CRITERIA:

19.1 ZERO DEVIATION: Deviation to terms and conditions of Bidding Documents may lead to rejection of Bid. BCPL will accept Bid based on terms & conditions of Bidding

Documents only. Bidder may note, BCPL will determine the substantial responsivenessof each bid to the Bidding Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviation(s) or reservations. BCPL's determination of a Bid's responsiveness is based on the content of the Biditself without recourse to extrinsic evidence.

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.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only incase of historical documents which pre-existed bids and which have not undergone change since then.

19.2 REJECTION CRITERIA:

Notwithstanding the above, deviation to the following clauses of Tender Documents shall lead to summarily rejection of Bid:

(a) Firm Price
(b) Earnest Money Deposit / Bid Bond / Bid Security declaration
(c) Specifications & Scope of Work
(d) Schedule of Rates / Price Schedule / Price Basis
(e) Duration / Period of Contract/ Completion schedule
(f) Period of Validity of Bid
(g) Price Reduction Schedule
(h) Contract Performance Security
(i) Guarantee / Defect Liability Period
(j) Arbitration / Resolution of Dispute/Jurisdiction of Court
(k) Force Majeure & Applicable Laws
(l) Integrity Pact, if Applicable

(m) Any other condition specifically mentioned in the Tender Document elsewhere that non-compliance of the clause lead to rejection of Bid.

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

20 E-PAYMENT:

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

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BID:

21.1 Bids shall be submitted on GeM portal. No Manual/ Hard Copy (Original) / E-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.

21.2 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BID:

22.1 The bids must be submitted in GeM portal not later than the date and time specified in the tender documents.

22.2 BCPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligationsof BCPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GeM portal / communicated to the bidders.

23 LATE BID:

23.1 GeM portal shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

Where the EMD/physical documents has been received but the bid is not submitted by the bidder in the GeM 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.

24 MODIFICATION AND WITHDRAWAL OF BID:

24.1 Modification and withdrawal of bids shall be as follows:

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

24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified bythe Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.

24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] BID OPENING AND EVALUATION:

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

25.1 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 incurringany liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for BCPL's action.

25.2 In GeM, there is provision for representation against disqualification of bidder within the specified period after disqualifying the bidder against GeM Bid. Disqualified bidders should not upload new/additional documents against representation on GeM as the same shall not be evaluated.

Further, following decisions of BCPL shall not be subject to review:

a) Determination of the need for procurement;
b) Selection of the mode of procurement or bidding system;
c) Choice of selection procedure;
d) Provisions limiting participation of bidders in the procurement process;
e) The decision to enter into negotiations with the L1 bidder;
f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
h) Complaints against specifications except under the premise that they are either vagueor too specific so as to limit competition may be permissible.

26 BID OPENING:

26.1 Un priced Bid Opening*:*

BCPL will open unpriced bids at the schedule date & time.

26.2 **Priced Bid Opening**:

26.2.1 BCPL will open the price bids of those bidders who meet the qualification requirementand whose bids is determined to be technically and commercially responsive.

Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders).

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

26.3 As tender is processed on GeM portal, public opening of bids is not applicable.

27 CONFIDENTIALITY:

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of a contract, shall not be disclosed to bidders or any other person not officially concerned with such a process until the award to the successful bidder.

28 CONTACTING THE EMPLOYER:

28.1 From the time of bid opening to the time of contract award, no bidder shall contact BCPL on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence BCPL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the BCPL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

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

(a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;

(b) Has been properly signed;

(c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration

(d) Is substantially responsive to the requirements of the Bidding Documents; and

(e) Provides any clarification and/or substantiation that the Employer may requireto determine responsiveness pursuant to "ITB: Clause-29.2"

29.2 A substantially responsive Bid is one which conforms to all the terms & conditions, specifications etc. of the Bidding Documents without any material deviation or reservation or omission, for this purpose Purchaser defines the foregoing terms below:-

a) "Deviation" is departure from the requirement specified in the TenderDocuments.

b) "Reservation" is the setting of limiting condition(s) or withholding fromcomplete acceptance of the requirement in the Tender Documents.

c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document for evaluation of bid.

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

a) If accepted would,

i) Affect in any substantial way the scope, quality or performance of the jobas 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 proposedContract.

b) If rectified, would unfairly affect the competitive position of other bidderspresenting substantially responsive bids.

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

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :

i) The tender is not in the prescribed format or is unsigned or not signed as per thestipulations in the bid document;

ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;

iii) The bidder is not eligible to participate in the bid as per laid down eligibility

criteria

iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or

v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the BCPL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS: Not Applicable

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS:

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 on lowest bid basis.

Refer BDS for tie breaker criteria.

33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34 PURCHASE PREFERENCE:

Purchase preference to Micro & Small Enterprises (MSEs), Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time

As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and

applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal.

[F] – AWARD OF CONTRACT

35 AWARD:

Subject to "ITB: Clause-29.0", BCPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determinedas the lowest provided that bidder, is determined to be qualified to satisfactorilyperform the Contract.

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

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

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

36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by BCPL either by E - mail /Letter orlike means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on BCPL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. . The detailed GeM Contract / detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. BCPL may choose to issue Notification of Award in form of detailed GeMContract / Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed GeM Contract / Letter of Acceptance only.

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

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

36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.

36.5 BCPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' shall acknowledge.

36.6 In addition to GeM Contract(s), BCPL will place SAP generated Order(s) / Contract(s) outside GeM portal for execution of Order(s) / Contract(s) and payment to suppliers outside GeM portal. SAP Order(s)/Contract(s) will be generated by mentioning unit price excluding GST, quantity and percentage of GST. Thus, break-up of quoted prices (such as Ex-works price, freight charges & GST) shall be provided by bidders post price bidopening, based on request from BCPL.

37 SIGNING OF AGREEMENT

37.1 The successful Bidder/Service Provider shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' ofappropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Service Provider] and of ' State of India' specified in Bidding Data Sheet (BDS)only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder/Service Provider failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD//Action as per Bid Security declaration. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).

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

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

38.1 Within 30(Thirty) days of the receipt of the notification of award / FOA from BCPL, the successful Bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee (including e- Bank Guarantee) or Letter of Credit and shall be in the currency of the Contract. However, there shall be no Contract Performance security / PBG requirement for contracts:

a) Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149; b) Placed through Bids / RA with estimated bid value up to Rs. 5 Lakh (in case of Goods contracts); and

c) Placed through Bids / RA with estimated bid value up to Rs. 5 Lakh (in case of Services contracts)

However, on consent of BCPL, an additional time of 30 days can be allowed (while maintaining the validity of EMD for the requisite period) for submission of CPS / SD. However, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA Notification of award) plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA.

Further, where contractor/ vendor/supplier/consultant is mobilized at site and executing the contract/ order as per provision of contract/order or mile stones decided during Kick of Meeting, further period for submission of CPBG (beyond 60 days) with application of aforesaid penal interest, can be given on consent of BCPL This provision is applicable only in case where contractor/ vendor/supplier/consultant is mobilized at site and executing the contract/ order as per provision of contract/order or mile stones decided during Kick of Meeting. In such case, Security Deposit (along with aforesaid applicable interest as on date of release of payment) can be deducted from the due payment of contractor/ vendor/supplier/consultant against such order/ contract.

For remaining cases, non-submission of CPBG beyond specified period (30 days or 60 days in case extension is allowed) may constitute sufficient ground for termination of order/ contract and subsequent actions following termination as per the tender.

The first payment to contractor/ vendor/supplier is to be released only after submission of Contract Performance Security (CPS)/ Security Deposit (SD) & deduction of applicable interest OR deduction of Contract Performance Security (CPS)/ Security Deposit (SD) along with applicable interest from the due payment as mentioned herein above.

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

Bank Guarantee (including e-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 theNationalized 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 The Service Provider shall submit CPS as per Form F-4 of Tender Document only but not as per format of GeM. Further, they also submit covering letter along with CPS as per format at F-4

38.4 Failure of the successful Bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and ~~forfeiture of the EMD~~/

action as per declaration for Bid Security.

38.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.

38.6 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.

38.7 In addition to existing specified form (i.e. Demand Draft (DD) / Banker's Cheque / Bank Guarantee (including e- Bank Guarantee) / Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submitthe Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of BCPL'sBank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officerimmediately after receipt of FOA.

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

38.8 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 basedon other terms and conditions of order.

38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.

38.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).

38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.

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

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

39.2 ~~The Fraud Prevision Policy document isavailable on BCPL's website (www.bcplonline.co.in).~~

39.3 ~~Name and contact details of nodal officer refer BDS:~~

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

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Service Provider/Bidder indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in BCPL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices" (Annexure-I), the Service Provider/Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, to such Bidder/Supplier.

The Service Provider/Bidder understands and agrees that in such cases where Service Provider/Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by BCPL, such decision of BCPL shall be final and binding on the Service Provider/Bidder and the 'Arbitration Clause' mentioned in the GCC orother "CONTRACT DOCUMENTS" shall not be applicable for any consequentialissue /dispute arising in the matter.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALLENTERPRISES (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 from submission of EMD shall be as per Government e-Marketplace (GeM), GTC.

iii) In Tender participating Micro and Small Enterprises quoting price within the priceband 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 thana micro and small enterprise and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/MSEs owned by Women.

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

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

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

a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit.

c) In case of private Limited Companies, at least 51% share is held by SC/ST. Ifthe MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

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

a) In case of proprietary MSE, Proprietor(s) shall be Women.

b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit.

c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

"In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-

classification, for a period of three years from the date of such upward change"

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits.

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 interestin 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.

MSEs are advised to update their latest status on GeM portal also to avoid complications during the evaluation.

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

40.4 If against an order placed by BCPL, successful Bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.3 above with prior consentin writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful Bidder at the time of submission of invoice/Bill.

40.5 The 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. If the major activity of the MSE is Trading/Services(Trading) then the unit is a trader and is not eligible for availing the benefits of Public Procurement Policy for MSEs Order, 2012. However, irrespective of product category, the benefits of Public Procurement Policy w.r.t. exemption from payment of EMD, free tender document shall be given to all eligible MSEs, except for traders and in Works contracts. Further, for considering Purchase Preference benefits, the bidder should be a Manufacturer or service provider of the item(s)/Service(s) to be procured. In case of evaluation on overall basis, the bidder should be a manufacturer or service provider of any of the item(s)/Service(s) to be procured.

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

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

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

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

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

MSME Bidders are required to register on the TreDS platform. The MSME vendorscan avail the TReDS facility, if they want to.

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

41 AHR ITEMS

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

I) Rates as per SOR, quoted by the Service Provider/Bidder.

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

a. Based on rates of Machine and labour as available from the contract (which includes service provider's supervision, profit, overheads and other expenses).

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

42 VENDOR PERFORMANCE EVALUATION:

The procedure for evaluation of performance of Supplier containing provisions for putting a Bidder / Supplier on suspension and/or holiday list (as the case may be) is enclosed as Annexure II to ITB herewith.

43. INCOME TAX & CORPORATE TAX

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

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

43.3 TDS

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

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

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

(I) Twice the rate mentioned in relevant TDS section.

(II) Twice the rate or rates in force

(III) 5%

43.4 MENTIONING OF PAN NO. IN INVOICE/BILL:

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services/ exceeding Rs.2Lacs per transaction or as amended from time to time.

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

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

44. DISPUTE RESOLUTION

1. PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:

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

(ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to "Samadhan Committee". The same will be addressed by Samadhan Committee within 15days from the date of issue raised.

(iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief General Manager (O&M) and the other one is Chief Operating Officer.

(iv) However, in case no mutual settlement is arrived at after exercising all pre-litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force as stated below:

2. ARBITRATION

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

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

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

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

OR

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

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

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

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

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

2.6 List of Excepted matters:

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

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

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

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

3. GOVERNING LAW AND JURISDICTION:

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

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

Subject to pre litigation grievance/dispute redressal mechanism as provided above, in the

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

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

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

46 INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)

Not Applicable

47 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS:

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

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

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

49 PROVISIONS FOR STARTPUS (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 requiredfor all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section-II. Further, the Startups are also exempted

from submission of EMDs, if applicable.

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

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

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

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

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

51 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

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

52. ANJANI PORTAL

~~BCPL has implemented "Anjani" e-Measurement Book & e-Billing Portal for ease in submission of measurement book/bill and reduction in paper transaction.~~

~~Accordingly, BCPL will process the Bill with Measurement Book through "Anjani" e-~~ Measurement Book & e-Billing Portal (link: ~~https://gailebank.gail.co.in/MBAutomation/frmlogin.aspx~~). ~~Accordingly, Contractor/ Service~~ ~~Provider/ Consultant is requested to forward the RA Bill on "Anjani" e-~~

~~Measurement Book & e-Billing Portal through concerned EIC/CIC/SIC, whichever is applicable.~~
~~Further, User Manual is also available on aforesaid portal.~~

53. DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in GCC-Services/SCC.

However, for release of payment, Service Provider is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one monthafter completion.

Further, ~~BCPL is in process of implementing Vendor Invoice Management (VIM). After~~ implementation of same (to be communicated separately), Service Provider / Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided separately). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in ~~order/contract.~~

54. ORDER TRANSMITTAL SYSTEM: [FOR APPLICABILITY OF THE CLAUSE REFER BDS]

~~The complete PO/LOA along with all annexures including tender document shall be shared through order/contract transmittal system after intimation through email.~~

~~Supplier/Contractor is requested to visit https://gailonline.com/home.html and click on link order/contract transmittal system (It can be found under Vendor Zone (Portal for Suppliers)) or https://gailebank.gail.co.in/GOGA_AUDIT/frmUserLogin.aspx.~~

~~Therein, in order to access the detailed order/contract, supplier/contractor shall be prompted to enter your email id. Further an OTP shall be sent on your registered mobile number. After entering OTP, supplier/contractor shall be allowed to download complete PO/LOA along with all annexures including tender document. After downloading the documents, the supplier/contractor shall be required to digitally sign the document (by authorized signatory) for uploading the documents on order/contract transmittal system towards acknowledgement of the same.~~

55. ASSIGNMENT/SUBLET

The following is added to the Clause No. 2.23 of General Conditions of Contract (GCC) -Services:

(i) Procurement of material, hire of equipment or engagement of labour will not meansub-contracting.

(ii) Sub-contracting by the contractor without the approval of BCPL shall be a breach of contract, unless explicitly permitted in the contract.

.....

Annexure-A

Eligibility criteria in case bid is submitted on the basis of technical experience of FOREIGN BASED ANOTHER COMPANY (SUPPORTING COMPANY) which holds more than 50% of the paid up share capital of the bidding company or vice versa:

(a) Offers of those bidders (not under consortium arrangement) who themselves do not meet the technical experience criteria as stipulated in the BEC and are quoting based on the experience of Foreign based another company (Supporting Company) can also be considered. In such case the supporting company should hold more than 50% of the paid up share capital of the bidding company or vice versa.

(b) However, the supporting company should on its own meet the technical experience as stipulated in the BEC and should not rely on any other company or through any other arrangement like Technical collaboration agreement.

(c) In that case as the bidding company is dependent upon the technical experience of another company with a view to ensure commitment and involvement of the companies involved for successful execution of the contract, the participating bidder should enclose the following Agreements/ Guarantees/ Undertakings along with the techno-commercial bid:

i) An Agreement (as per format enclosed at Appendix-A1) between the bidder and the Supporting Company.

ii) Guarantee (as per format enclosed at Appendix-A2) by the Supporting Company to BCPL for fulfilling the obligation under the Agreement.

iii) Undertaking by Supporting Company to provide a Performance Bank Guarantee (as per format and instructions enclosed at Appendix-A3), equivalent to 50% of the value of the PBG which is to be submitted by the bidding company, in case of being the successful bidder.

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

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

Note:

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

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

(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

……

Appendix-A1 to Annexure-A

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

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

Whereas

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

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

a) M/s._____ (Bidder) will submit an offer to BCPL for the full scope of work as envisaged in the tender document as a main bidder and liaise BCPL directly for any clarifications etc. in this context.
b) M/s. _____ [Supporting Company] undertakes to provide technical support and expertise, expert manpower and project management including financial support, if so required, to the bidder to discharge its obligations as per the Scope of Work of the tender / Contract for which offer has been made by the bidder and accepted the BCPL.
c) The Bidder/ Supporting Company holds more than 50% paid up equity capital of the Supporting Company/ Bidder.
d) This agreement will remain valid till validity of bidder's offer to BCPL including extension if any and till satisfactory performance of the contract, the same is awarded by BCPL to the bidder.
e) Supporting Company undertakes that this agreement shall remain enforceable even if their stake in Bidder is diminished during the execution of works under the contract between the Bidder and BCPL.
f) The bidder shall have the overall responsibility of satisfactory execution of the contract awarded by BCPL, however without prejudice to any rights that BCPL might have against the Supporting Company.
g) It is further agreed that, if contract pursuant to Supporting Company shall be jointly and 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 (Supporting Company) M/s.	For and on behalf of (Bidder)
Witness:	Witness:
1)	1)
2)	2)

Appendix-A2 to Annexure-A

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 LIMITED, 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 without any cost to the BCPL and duly perform the obligations of the Bidder to the satisfaction of the BCPL.

2. The Guarantor agrees that the Guarantee contained herein shall remain valid till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Bidder.

3. The Guarantor shall be jointly and severally responsible to BCPL for satisfactory performance of works during contract period and for the satisfactory execution of the contract, and for all consequences for non-performance thereof.

4. The liability of the Guarantor, under the Guarantee, is limited of the Bidder for non-performance under the contract entered between BCPL and the Bidder. This will, however, be in addition to the forfeiture of the Performance and Advance Guarantees furnished by the Bidder.

5. The Guarantor agrees to execute a Corporate Guarantee in favour of BCPL, guaranteeing the performance of obligations by the Bidder, in case the Contract is awarded to the Bidder by BCPL.

6. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations towards BCPL.

7. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration. It is further agreed that Claims by and against the Guarantor, the Bidder and BCPL under the different contract to be entered pursuant to their relationship can be brought under a single reference and there shall be no bar on the consolidation of such proceedings before the same arbitral tribunal. The governing law shall be the laws of India and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English.

8. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion, and that the Guarantor has fully understood the implications of the same.

9. In case of award of contract to the bidder, the Guarantor shall provide Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Guarantee submitted by the Guarantor OR (applicable, subject to meeting the conditions stipulated in BEC in respect of additional Performance Bank Security) In case of award of contract to the bidder, the bidder on behalf of the Guarantor shall provide additional Performance Bank Security to BCPL, equivalent to 50% of the value of Performance Bank Security to be submitted by the bidding company, in the prescribed format within 15 days from the date of Fax of Acceptance, as guarantee for performance by the bidder/contractor. The Guarantor hereby expressly agrees that if in the opinion of BCPL, the Bidder / Contractor has failed to perform its obligations under the contract in any manner, BCPL shall have unfettered right to invoke the said Bank guarantee. The Guarantor hereby agrees that decision of BCPL about performance of the bidder / contractor shall be final and shall not be questioned by the Guarantor. Guarantor shall have no objection to invocation of the Performance Bank Security submitted by the Bidder on behalf The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this

Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws. (Strike through the clause whichever is not applicable)

10. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing laws.

For & on behalf of (Supporting Company)

M/s _____

Signature_____

Name_____

Designation _____

Official seal_____

Witness:

1. Signature_____

Full Name _____

Address_____

2. Signature_____

Full Name _____

Address_____

INSTRUCTIONS FOR FURNISHING GUARANTEE

1. The official(s) executing the guarantee should affix full signature(s) on each page.

2. Resolution passed by Board of Directors of the guarantor company authorizing the signatory(ies) to execute the guarantee, duly certified by Company Secretary should be furnished along with Guarantee.

Appendix-A2A to Annexure-A

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.

Appendix-A3 to Annexure-A

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

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

_____

Dear Sir(s),

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

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

1. The said M/s._____ (Supporting Company) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./US$ (in figures) _____ (Indian Rupees/US Dollars (in words)_____) without any demur, reservation, contest or protest and/or without any reference to the 'SUPPORTING COMPANY'. Any such demand made by BCPL on the Bank by serving a written

notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by BCPL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the 'SUPPORTING COMPANY' and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that BCPL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the 'SUPPORTING COMPANY' and notwithstanding any security or other guarantee that BCPL may have in relation to the 'SUPPORTING COMPANY's liabilities.

4. The Bank further agrees that BCPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT/ORDER or to extend time of performance by the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER from time to time or to postpone for any time or from time to time exercise of any of the powers vested in BCPL against the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR/SUPPLIER/SERVICE PROVIDER or for any forbearance, act or omission on the part of BCPL or any indulgence by BCPL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT/ORDER and all dues of ONGC under or by virtue of this CONTRACT/ORDER have been fully paid and its claim satisfied or discharged or till BCPL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of BCPL or that of the 'SUPPORTING COMPANY'.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT/ORDER has been placed.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US$ (in figures) _____ (Indian Rupees/US Dollars (in words)

_____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

10. 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.

11. 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.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name …….

Designation ……..

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. 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 as per format appended below.

3. The Bank Guarantee shall be from any Indian scheduled bank (excluding Co- operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

4. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India.

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

1	**BANK GUARANTEE NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	**:**				
4	**PURCHASE ORDER/ LOA NO**	**:**				
5	**NATURE OF BANK GUARANTEE**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			

……..

Annexure-B

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

1. OM No. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website https://doe.gov.in/procurement-policy-divisions.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 4) dated 23.02.2023.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

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

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

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

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

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

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

Explanation —

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

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

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

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

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

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

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

Note:

(i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or

commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

(ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

7. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

8. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and / or technologies, specified at Schedule-I, II & III of this order. ***[Not applicable in this tender]***

9. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidder shall submit a certificate in this regard as Form-I-A.

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B. ***[Not applicable in this tender]***

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.

10. 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.

11. **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.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting]

Form-I-A of Annexure-B

UNDERTAKING ON LETTERHEAD

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

_____

SUB:" HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS" THROUGH GOVERNMENT E-MARKET PLACE (GEM)".

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

(https://doe.gov.in/procurement-policy-divisions)

Dear Sir,

We, M/s_____ ***(Name of Bidder),*** have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that:

(i)	Bidder is not from such a country	[ ]
(ii)	If the Bidder is from such a country which shares a land border with India, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority to be attached by the bidder)	[ ]

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

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place:
Date:

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

Form-I-B of Annexure-B

UNDERTAKING ON LETTERHEAD

(Applicable in case of Transfer of Technology Cases only)

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

_____

SUB:" HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS" THROUGH GOVERNMENT E-MARKET PLACE (GEM)".

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

(https://doe.gov.in/procurement-policy-divisions)

Dear Sir

We, M/s_____ ***(Name of Bidder),*** have read the clause regarding restrictions on Procurement from a Bidder of a Country having Transfer of Technology (ToT) arrangement as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that:

(i)	The Bidder does not have ToT with such a country	[ ]
(iii)	If the Bidder is having ToT from such a country which share a land border with India, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority to be attached by the bidder)	[ ]

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

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered against the subject tender.

Place:
Date:

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

Form-II of Annexure-B

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTING

To,

M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED

_____

SUB:" HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS" THROUGH GOVERNMENT E-MARKET PLACE (GEM)".

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

(https://doe.gov.in/procurement-policy-divisions)

Dear Sir

We, M/s_____ ***(Name of Bidder),*** have read the clause regarding restrictions on Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries as mentioned in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement from a bidder which shares a land border with India and We certify that:

(i)	Bidder is not from such a country	[ ]
(ii)	If the Bidder is from such a country which share a land border with India, has been registered with the Competent Authority. (Evidence of valid registration by the Competent Authority to be attached by the bidder)	[ ]

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

We further certify that we 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 we fulfill all requirements in this regard and is eligible to be considered.

Place:
Date:

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

Schedule I

List of Category-I Sensitive sectors:

Sr. No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting / Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

Schedule II

List of Category-II Sensitive sectors:

Sr. No.	Sector
(i)	Power and Energy (including exploration / generation / transmission / distribution / pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

Schedule III

List of Sensitive Technologies:

Sr. No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 30 Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

Annexure-C

POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 –

1.0 Ministry of Petroleum & Natural Gas vide Notification No. FP-20013/2/2017-FP-PNG-Part(4) (E-41432) dated 26.04.2022 has notified that Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT and as amended from time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG with certain modifications.

2.0 The Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) issued by DPIIT to encourage 'Make in India' and promote manufacturing & production of goods and services in India with a view to enhancing income and employment.

3.0 **DEFINITIONS:-**

(i) **Local Content** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.
Further Local value addition through services such as transportation, insurance, installation, commissioning, training, and after sale support like AMC/CMC etc. shall be considered in local content calculation.

(ii) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of equal to or more than 50%.
'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content of more than 20% but less than 50%.
'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

(iii) **L1** mean the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per tender or other procurement solicitation.

(iv) **Margin of Purchase Preference:** means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for purpose of purchase Preference.

(v) **Nodal Ministry** means the Ministry of Petroleum & Natural Gas

(vi) **Procuring Entity** means Brahmaputra Cracker and Polymer Ltd (BCPL)

(vi) **Works** means all the works as per Rule 130 of GFR-2017 also include 'turnkey works'

4.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

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

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry

/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry/ International Competitive bidding has been issued. In global tender enquiries/ International Competitive bidding 'Non local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts

(d) HP-HT Operations in upstream oil and gas business activities shall be exempted from this order.

6.0 PURCHASE PREFERENCE METHODOLOGY UNDER PPP-MII (SUBJECT TO QUANTITY DISTRIBUTION APPLICABLE TO MSES AS PER PUBLIC PROCUREMENT POLICY FOR MSE 2012, REFER EXAMPLES GIVEN BELOW):

Purchase preference shall be given to 'Class-I local supplier' in procurements in the manner specified here under.

(a) In the procurements of goods or works which are cover by para 5 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works which are covered by para 5 (b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

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

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

iii. "Class-II local supplier" will not get purchase preference in any procurement.

d) **Applicability in tenders where contract is to be awarded to multiple bidders** - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise which are covered by para 5 (b), the 'Class-I local supplier' shall get purchase preference over 'Class II- local supplier' as well as 'Non-local supplier', as per following procedure:

i) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class -I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

ii) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

7.0 In case a bidder (Class-I Local supplier) is eligible to seek benefit under Policy for Preference under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012), then the bidder should categorically confirm its option to choose benefits against only one of the two policies i.e. either PPP-MII and MSE policy in Form-I. The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

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

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

(i) Public Procurement Policy for MSE 2012
(ii) Public Procurement (Preference to Make in India), Order 2017

8.0 Example to deal Various situations in case a bidder is eligible to seek benefit under Public Procurement (Preference to Make in India), Order 2017 as well as Public Procurement Policy for MSE 2012 (PPP for MSE 2012) :

(I) Non divisible item

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%)
L3 bidder is MSE bidder (prices within 15%)
MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).

(II) Divisible item-Case 1

L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)
L3 bidder is MSE bidder (within 15%)
MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document for MSEs (i.e. 25% of the tendered quantity). For 50% of tendered quantity

option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(III) Divisible item-Case 2

L1 bidder is non MSE, Non Local supplier/ Class-II as per PPP-MII
L2 bidder is Class-I Local supplier as per PPP-MII (within 20%)
L3 bidder is MSE bidder (within 15%)
L4 bidder is MSE bidder (within 15%))
MSE bidders shall be given preference to match the L1 price. If bidders matched the L1 price, order shall be placed on each of them for 12.5% of the tendered quantity. In case L3 or L4 bidder refuses, the order shall be placed on remaining MSE bidder who matches the L1 prices for 25% of the quantity. For 50% of tendered quantity option for matching the L1 price shall be given to L2 bidder (Class-I Local supplier as per PPP-MII). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

(IV) In case L1 bidder is MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to Class-I Local supplier as per PPP-MII.

(V) In case L1 bidder is a Local supplier as per PPP-MII, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

8.0 VERIFICATION OF LOCAL CONTENT/ DOMESTIC VALUE ADDITION

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall require to indicate percentage of local content and provide **self-certification** (as per proforma at Form-2) that the item offered meets the minimum local content for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, in addition to Form-2 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per proforma at Form -3.

c. In case a complaint is received by the procuring agency relating to implementation of this order including the claim of a bidder regarding local content/ domestic value addition, the same shall be referred to Competent Auhtority who is empowered to look into procurement related complaints.

d. Nodal Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints. A complaint fee of Rs.2 Lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, shall be paid by Demand Draft to be deposited with BCPL. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

e. In case of false declarations, BCPL shall initiate action for banning such manufacturer/supplier/service provider as per as per BCPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

f. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph g below.

g. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

9.0 RECIPROCITY CLAUSE

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of

specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

iii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

FORM-1 of Annexure-C

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

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED
_____

SUB: HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS" THROUGH GOVERNMENT E-MARKET PLACE (GEM)".
TENDER NO: **BCPL/C&P/LA26W132BB/03861**
Dear Sir
We, M/s_____ ***(Name of Bidder)*** confirm that as per the definition of policy we are:

Class-I Local supplier [ ]
Class-II Local Supplier [ ]

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

It is to further confirm that M/s _____ ***(Name of Bidder)*** meet the mandatory minimum Local content /Domestic Value Addition requirement for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of ……%.

The details of the location (s) at which the local value addition is made is as under:

……
……...
……

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

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

FORM-2 of Annexure-C

CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED ACCOUNTANT OF BIDDER TOWARDS MANDATORY MINIMUM LOCAL CONTENT/ DOMESTIC VALUE ADDITION
(IN CASE BIDDER IS CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER)

To,
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED
_____

SUB:
TENDER NO: **BCPL/C&P/LA26W132BB/03861**

Dear Sir
"We _____ the statutory auditor/ cost auditor/chartered accountant (not an employee of the company) of M/s._____ (***Name of the bidder***) hereby certify that as per definition specified in policy, M/s._____ (***Name of the bidder***) is

Class-I Local supplier [ ]

Class-II Local Supplier [ ]

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

It is further confirm that M/s_____ ***(Name of Bidder)*** quoted vide offer No._____ dated _____ against tender No._____ meet the mandatory minimum Local content/Domestic Value Addition requirement specified for Class-I Local supplier/ Class-II Local supplier (as the case may be) under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) and has value addition of ……% .

Name of Audit Firm:
Date:

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

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

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

CONCURRENT APPLICATION OF PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES ORDER 2012, AND PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER, 2017.

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division
*****

264-C, North Block, New Delhi.
18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)

ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "MSE non-Class–I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

(iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

(iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. *(Kindly refer to the illustrative example in the annexure).*

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.

(ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" – Contract is be awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.

d) *Items reserved for both MSEs and Class-I local suppliers*: These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

18/5/2023

(Kanwalpreet)
Director
Tel.:-223093811; email: - kanwal.irss@gov.in

To
1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

Annexure

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.

2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.

3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

***

ANNEXURE-D

(NOT APPLICABLE)

PROVISION REGARDING POLICY TO PROVIDE PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMI&SP)

1.0 BACK GROUND

Ministry of Steel (MoS) vide Gazette notification dated 29.05.2019 has circulated revised Policy for Providing Preference to Domestically Manufactured Iron Steel Products in Government Procurement. Further, vide Gazette notification dated 31.12.2020, amendment/ addition to the Policy has been circulated. A copy of the policy, clarification (s) and amendment/ additions issues are available on website of Ministry of Steel (i.e. http://steel.gov.in/) for reference.

2.0 DEFINITIONS

i. **Bidder** may be a domestic/foreign manufacturer of steel or their selling agents/ authorized distributors/authorized dealers/authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.

ii. **"Domestically Manufactured Iron & Steel Products (DMI&SP)"** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, products shall meet the criteria of domestic minimum value – addition as mentioned in Appendix-A.

iii. **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.

iv. **Government** for the purpose of the Policy means Government of India.

v. **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government

vi. **MoS** Shall mean Ministry of Steel, Govt. of India.

vii. **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties

viii. **Semi- Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.

ix. **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.

x. **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

xi. **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.

xii. **Iron & Steel Product (s)** shall mean such iron and steel product (s) which are mentioned in Appendix A.

xiii. **Domestic value addition means**- amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent. The 'domestic value addition' definition shall be in line with the Department for Promotion of Industry and Internal Trade (DPIIT) (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3.0 IRON & STEEL PRODUCTS

3.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B of the policy:

3.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel

3.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.
Annexure- B is the Indicative list of capital goods(non-exhaustive) for manufacturing iron & steel products. Since presently manufacturing iron & steel products is not being done by BCPL, the provision regarding Annexure-B of policy will not be applicable.

3.4.1 If Ministry of Steel is satisfied that Indian suppliers of iron and steel products are not allowed to participate and/ or compete in procurement by any foreign government due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of project of specific value in the procuring country etc., it may, if deemed appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to Ministry of Steel.

3.4.2 For the purpose of sub-paragraph 3.4.1 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more

than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

4.0 TENDER PROCEDURE

4.1 For iron and steel products in Appendix A, the tender is open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.

4.2 The bidders who are sole selling agents / authorized distributors/ authorized dealers/authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:

a) The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & Steel products.

b) In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer BCPL declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.

c) It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the BCPL as per the policy.

5.0 DOMESTIC VALUE ADDITION REQUIREMENT

5.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product mentioned in Appendix A.

5.2 Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value of the item to be procured / sold, in percent.

5.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to BCPL.

5.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.

5.3 It is recommended that procuring Government agency / bidder participating in the tender process should calculate the domestic value addition using the below formula so as to ensure that the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

For iron and steel products & capital goods

% domestic value addition:

Total value of the item to be procured / sold (excluding net domestic indirect taxes)
- the value of imported content in the item (including all customs duties)

-- X 100 %
Total value of the item to be procured / sold.

6.0 CERTIFICATION AND AUDIT

6.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to BCPL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers to BCPL declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form 1** attached.

6.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to BCPL and shall continue to be filed till the completion of supply of the said products.

6.3 BCPL shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of BCPL to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.

6.4 In case a complaint is received by BCPL against the claim of a bidder regarding domestic value addition in iron & steel products, BCPL shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.
However, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft payable in favour of 'BCPL (India) Limited' along with the complaint by the complainant. In case, the complaint is found to be incorrect, the BCPL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any

interest. Further, no cognizance will be taken to any complain received without the compliant fee mentioned above.

6.5 Any complaint referred to BCPL shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to BCPL within 2 weeks of filing the complaint.

6.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of BCPL. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation BCPL to establish bonafides of claim.

6.7 The cost of assessing the prescribed extent of domestic value addition shall be borne BCPL if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, will be payable by the bidder (who has furnished an incorrect certificate) toward pre-determined cost of assessment.

6.8 In case of misdeclaration by the bidder of the prescribed domestic value addition, in the tender document, BCPL will impose also penalties including forfeiting of the EMD/CPBG and putting such bidder on banning list as per BCPL's extant "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices"

6.9 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, BCPL reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

7.0 IMPLEMENTATION MONITORING BY MINISTRY OF STEEL

7.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.

7.2 MoS shall be the nodal ministry to monitor the implementation of the policy.

8.0 REFERENCE TO MINISTRY OF STEEL

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.

FORM-1 of ANNEXURE-D

Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products to be provided on Rs. 100/- Stamp Paper Date:

I _____S/o,D/o, W/o, _____ Resident of _____ _____hereby solemnly affirm and declare as under:
That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:_____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before BCPL for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of BCPL for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No._____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that BCPL is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
ii. Date on which this certificate is issued
iii. Iron & Steel Products for which the certificate is produced
iv. BCPL to whom the certificate is furnished
v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
vi. Name and contact details of the unit of the manufacturer (s)
vii. Net Selling Price of the iron & steel products
viii. Freight, insurance and handling till plant
ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products

x. List and total cost of input steel which are domestically sourced.
xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of (Name of firm / entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Annexure-I

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

A Definitions:

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

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

A2 "Fraudulent Practice" means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.

A3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Vendor/Supplier/Contractor/Consultant/Bidder" is herein after referred as "Agency" in this Annexure.

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

A.7 "Competent Authority" shall mean the authority of BCPL, who is competent to take final decision for Suspension of business dealing with an Agency(ies) and Banning of business dealings with Agency(ies) and shall be the "COO".

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

(a) Whether the management is common;

(b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.

(c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

(d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.

(e) All successor agency will also be considered as allied agency.

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.

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding BCPL's rights of audit or access to information.

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.

After conclusion of process and issuance of Speaking order for putting party on banning list, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of Order / Contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

(i) Head of Corporate Vigilance Department/CVO based on the investigation by them,recommend for specific immediate action against the agency.

(ii) Head of Corporate Vigilance Department/CVO based on the input from investigatingagency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) andpayment with immediate effect will be issued by the concerned person of BCPL.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, BCPL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.
In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

(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

The period of banning of agencies indulged in Corrupt/ Fraudulent/ Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

Sl. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. For example, if an agency confirms not being in holiday in BCPL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2 2.1	Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/Coercive Practices If an agency again commits Corrupt/Fraudulent (except mentioned at sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity.	01 year 2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by BCPL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

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. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1

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) Non-performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/Order.

D.2 Suspension Procedure:

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

D.2.2 During the period of suspension, no new business dealing may be held with the Agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.

D.2.4 The decision regarding suspension of business dealings should also be communicated to the Agency.

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

The Competent Authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

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

D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.

D.3.2 If an Agency is put on the Suspension List during tendering process:

D.3.2.1 After issue of the enquiry /bid/tender but before opening of Technical Bid, the Bid submitted by the Agency shall be ignored.

D.3.2.2 After opening Technical Bid but before opening the Price bid, the Price bid of the Agency shall not be opened and BG/EMD submitted by the Agency shall be returned to the Agency.

D.3.2.3 After opening of price, BG/EMD made by the Agency shall be returned; the Offer/Bid of the Agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1..

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

D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of BCPL/GAIL 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

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

1.0 GENERAL

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

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

2.0 OBJECTIVE

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

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

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

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

ii) Measurement of Performance

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

iii) Initiation of Measures:

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

iv) Implementation of Corrective Measures:

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

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

4.0 EXCLUSIONS:

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

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

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

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

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

5.1 FOR PROJECTS

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.

ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.

iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

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

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
   (a) First Instance: **Holiday (Red Card) for One Year**
   (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
   (a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years**.
   (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
   (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Two Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under relevant clause of GCC- Services)

(a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Two (2) Years.**

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per

provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

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

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

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

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

(C) Where Performance rating is "FAIR":

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

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.

ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.

iii) Depending upon Performance Rating, following action shall be initiated by EIC:

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

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
   (a) First Instance: **Holiday (Red Card) for One Year**
   (b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
   (a) First such instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be **put on watch list for a period of Two (2) Years.**
   (b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of One Year**
   (c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday (Red Card) for a period of Two Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under relevant clause of GCC- Services)

(a) First instance: **Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be **put on watch list for a period of Two (2) Years**.

Further such vendor will not be allowed to participate in the re- tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per

provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

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

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

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

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

(C) Where Performance rating is "FAIR"

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

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY:

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

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

7.0 EFFECT OF HOLIDAY:

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

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

7.3. Effect on other ongoing tendering:

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

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

7.3.3 After opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

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

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

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

10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

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

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

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) "Appellate Authority" shall mean Committee of Managing Director, BCPL & Director (Finance), BCPL

11. ERRANT BIDDER

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

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be

allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

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

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

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

…….

Annexure-1

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

i) Project/Work Centre :

ii) Order/ Contract No. & date :

iii) Brief description of Items Works/Assignment :

iv) Order/Contract value (Rs.) :

v) Name of Vendor/Supplier/ Contractor/ Consultant :

vi) Contracted delivery/ Completion Schedule :

vii) Actual delivery/ Completion date :

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

Note:
Remarks (if any)

PERFORMANCE RATING (**) ____

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

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

Signature of
Authorised Signatory:

Name:

Designation:

INSTRUCTIONS FOR ALLOCATION OF MARKS

1. Marks are to be allocated as under:

1.1	**DELIVERY/ COMPLETION PERFORMANCE**		**40 Marks**
	Delivery Period/ 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 $\leq$ 2	2 marks
		3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE 20 Marks

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

Annexure-2

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

i) Location :

ii) Order/ Contract No. & date :

iii) Brief description of Items Works/Assignment :

iv) Order/Contract value (Rs.) :

v) Name of Vendor/Supplier/ Contractor/ Consultant :

vi) Contracted delivery/ Completion Schedule :

vii) Actual delivery/ Completion date :

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

Remarks (if any)

PERFORMANCE RATING (**) ____

Note:

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

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

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

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

Signature of Authorised Signatory:

Name:

Designation:

INSTRUCTIONS FOR ALLOCATION OF MARKS (FOR O&M)

1. Marks are to be allocated as under:

1.1 DELIVERY/ COMPLETION PERFORMANCE — 40 Marks

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

1.2 QUALITY PERFORMANCE — 40 Marks

For Normal Cases: No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE — 20 Marks

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

ANNEXURE-III

NOT APPLICABLE IN THIS TENDER

Annexure-IV to Section-III

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL	
ITB Clause	**Description**
1.1	The Employer/Owner is: **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**
2.1	The name of the Services to be performed is: **"HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS" THROUGH GOVERNMENT E-MARKET PLACE (GEM)".**
3	BIDS FROM CONSORTIUM / JOINT VENTURE- **NOT APPLICABLE**
B. BIDDING DOCUMENT	
ITB Clause	**Description**
8.1	For clarification purposes only, the communication address is: **Attention: Bhaskar Jyoti Barman** Address: **BRAHMAPUTRA CRACKER AND POLYMER LIMITED** Floor/Room number: Administrative Building C&P dept. City: Lepetkata, Dibrugarh, Assam ZIP Code: 786006 Country: India Mobile No.: 9954195756 Email: bhaskar.barman@bcplindia.co.in
C. PREPARATION OF BIDS	
ITB Clause	**Description**
11.1.1 (q)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid): Refer SCC & Scope of Work
12	Additional Provision for Schedule of Rate / Bid Price are as under:
12 & 13	Whether BCPL will be able to avail input tax credit in the instant tender **YES** √ **NO** X Details of Buyer: Services to be rendered at: **BRAHMAPUTRA CRACKER AND POLYMER LIMI** Lepetkata, Dibrugarh, Assam PAN No.: AADCB2356E GST No.: 18AADCB2356E1ZY
14	The currency of the Bid shall be **INR**
15	The bid validity period shall be 03(Three) months from final 'Bid Due Date'.

A. GENERAL	
ITB Clause	**Description**
16.1, 16.10 and 38.6	In case **'Earnest Money / Bid Security' or "Contract Performance Security"** is in the form of **'Demand Draft'** or **'Banker's Cheque' / 'Insurance Surety Bond' / 'Fixed Deposit Receipt'**, the same should be favor of **BRAHMAPUTRA CRACKER AND POLYMER LIMITED**, payable at **LEPETKATA / DIBRUGARH**. In case of submission through **ONLINE banking transaction i.e. IMPS / NEFT / RTGS / SWIFT**, etc., the details of BCPL's Bank account are as under: Account Holder Name: **BRAHMAPUTRA CRACKER AND POLYMER LIMITED** Bank Name: **STATE BANK OF INDIA** Branch Address: CAG II, New Delhi Account No.: **35662071729** IFSC: **SBIN0017313** Bidder to mention reference no. "CPS/……." in narration while remitting the CPS amount in BCPL's Bank Account. *BG issuance message is to be transmitted through SFMS to beneficiary's bank as below:* *Name of Bank: ICICI Bank* *Branch: GUWAHATI - FANCY BAZAR* *IFSC: ICIC0000543* *The issuing bank while issuing/amending the BG, should ensure that the below information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV:* ***Field Number*** / ***Particulars (to be mentioned in Row 1)*** *7037* / *BCPL566911048*
D. SUBMISSION AND OPENING OF BIDS	
ITB Clause	**Description**
4.0 of IFB	For the submission of physical document as per Clause No. 4.0 of IFB, the Owner's address is: Attention: **Bhaskar Jyoti Barman, SM(C&P)** Address: BRAHMAPUTRA CRACKER AND POLYMER LIMITED Floor/Room number: Administrative Building, C&P dept. City: Lepetkata, Dibrugarh, Assam ZIP Code: 786006 Country: INDIA Mobile No.: 9954195756

<table>
<tr><th colspan="2">A. GENERAL</th></tr>
<tr><th>ITB Clause</th><th>Description</th></tr>
<tr><td></td><td>bhaskar.barman@bcplindia.co.in</td></tr>
<tr><th colspan="2">E. EVALUATION, AND COMPARISON OF BIDS</th></tr>
<tr><th>ITB Clause</th><th>Description</th></tr>
<tr><td>32</td><td>Evaluation Methodology is mentioned in Section-II.
Tie-breaker methodology available on GeM portal will be followed.</td></tr>
<tr><td>34</td><td>The following Purchase Preference Policy will be applicable as per provisions mentioned in tender:
i) Micro & Small Enterprises (MSEs)
ii) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017.</td></tr>
<tr><th colspan="2">F. AWARD OF CONTRACT</th></tr>
<tr><th>ITB Clause</th><th>Description</th></tr>
<tr><td>37</td><td>State of India which stamp paper is required for Contract Agreement: ASSAM</td></tr>
<tr><td>38</td><td>Contract Performance Security/ Security Deposit:
<table>
<tr><td>APPLICABLE</td><td>√</td></tr>
<tr><td>NOT APPLICABLE</td><td>x</td></tr>
</table>
<u>The value/ amount of Contract Performance Security/ Security Deposit</u>
The contract performance security towards faithful performance of the contractual obligations shall be:
a) 5% of Annualized Order / Contract value (exclusive of GST) within 30(Thirty) days of FOA/notification of award.
OR
b) Initial security deposit (ISD) @ 2.5% of Annualized Order / Contract value in case contract within 30(Thirty) days of FOA/notification of award and deduction @ 2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Annualized Order / Contract value.
It must be valid for 03(Three) months beyond the contract period/defect liability period/warranty period (whichever is later). For the purpose of Contract Performance Security, Contract/order value shall be exclusive of taxes and duties as per ITB of tender document.
<u>Refer Section-II</u></td></tr>
<tr><td>40</td><td>Whether tendered item is non-split able or not divisible:
<table>
<tr><td>YES</td><td>√</td></tr>
</table></td></tr>
</table>

A. GENERAL		
ITB Clause	**Description**	
	NO	**X**
41	Provision of AHR Item:	
	APPLICABLE	√
	NOT APPLICABLE	**x**
44.1	Quarterly Closure of Contract:	
	APPLICABLE	√
	NOT APPLICABLE	**x**
49	Applicability of provisions relating to Startups:	
	APPLICABLE	√
	NOT APPLICABLE	**x**
54	Applicability of provisions relating to Order Transmittal System:	
	APPLICABLE	**x**
	NOT APPLICABLE	√

FORMS & FORMATS

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8 (A)	CHECK LIST
F-8 (B)	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	FORMAT FOR CONSORTIUM/JV AGREEMENT –
F-12	BIDDER'S QUERIES FOR PRE BID MEETING
F-13	E-BANKING MANDATE FORM
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND
F-16	FREQUENTLY ASKED QUESTIONS
F-17	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-18	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT

F-1
BIDDER'S GENERAL INFORMATION

To,
M/s Brahmaputra Cracker and Polymer Ltd.

_____

TENDER NO: **BCPL/C&P/LA26W132BB/03861**

1	Bidder Name	M/s……
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify:_____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company including their Father's Name and residential address, Aadhaar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	1. 2. 3.
3b	Name of Power of Attorney holders of bidder	
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:
		PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no.	City:

	(In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	District: State: PIN/ZIP: GST No.:
8	Telephone Number & Contact Information address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.) Mobile No. : …… e-mail ID: ……
9	Website	
10	Mobile Number:	_____
11	ISO Certification, if any	[If yes, please furnish details]
12	PAN No.	
13	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will subm documentary evidence for same).
14	GST No. (refer sl. no. 7 above)	
15	Vendor Classification Mark (√) on the applicable one	Registered Un-registered Compound Scheme PSU , GOVT SEZ
16	**Whether Micro or Small Enterprise**	Yes / No (*If Yes, Bidder to submit requisite documents specified it ITB:Clause No. 40*)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (*If Yes, Bidder to submit requisite documents specified it ITB:Clause No. 40*)
	Whether MSE is owned by Women	Yes / No (*If Yes, Bidder to submit requisite documents specified it ITB:Clause No. 40*)
	Whether payment is required through TReDS	Yes / No *If Yes, please provide the name of portal* ……
17	Whether Bidder is **Startup or not**	Yes / No *(If Yes, Bidder to submit requisite documents specified it ITB: Clause No. 49)*
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years	

	from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	
18	Confirm compliance to one bid per bidder as per ITB clause no. 4	
19	Confirm submission of the following forms in line with Land border share Clause: a) FORM-I of Annexure-B b) FORM-II of Annexure-B	a) Yes / No b) Yes / No
20	Applicable GST % in this instant tender	
21	Confirm if the rates are quoted / submitted in this instant tender are including GST.	
22	Confirm to submit all forms & formats (from F-1 to F-18) along with the bid document	

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

Place:
Date:

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

FORMAT F-2A

DECLARATION FOR BID SECURITY

[for Startup/CPSE/MSE]

To,

M/s BRAHMAPUTRA CRACKER AND POLYMER LTD.

_____

SUB: **" HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS" THROUGH GOVERNMENT E-MARKET PLACE (GEM)".**

TENDER NO: **BCPL/C&P/LA26W132BB/03861**

Dear Sir

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

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

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

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

(b) having been notified of the acceptance of our Bid by the BCPL during the period of bid validity:
  (i) fail or refuse to execute the Contract, if required, or
  (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
  (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.

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

Place:
Date:

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

FORMAT F-2

[for bidders other than Startup/CPSE/MSE]

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

(To be stamped in accordance with the Stamp Act)

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

Dear Sir(s),

In accordance with Tender Document under your reference No _____ M/s. _____ _____having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____

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

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

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

Bidder M/s. _____ on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:
a) The Bank's liability under this Guarantee shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .
b) This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of …….(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of BCPL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness where of 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

(OFFICIAL ADDRESS)

E-Mail ID:
Telephone/Mobile No. :
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 Earnest Money Bond has been issued as per proforma provided below

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.

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

1	**BANK GUARANTEE NO**	**:**				
2	**VENDOR NAME / VENDOR CODE**	**:**	**NAME**			
			VENDOR CODE			
3	**BANK GUARANTEE AMOUNT**	**:**				
4	**TENDER NO**	**:**				
5	**NATURE OF BANK GUARANTEE**	**:**				
	(Please Tick (√) Whichever is Applicable		**PERFORMANCE BANK GUARANTEE**	**SECURITY DEPOSIT**	**EMD**	**ADVANCE**
6	**BG ISSUED BANK DETAILS**					
		(A)	**EMAIL ID :**			
		(B)	**ADDRESS :**			
		(C)	**PHONE NO :**			

F-3

LETTER OF AUTHORITY

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

Ref: Date:

To,
M/s Brahmaputra Cracker and Polymer Ltd.

SUB: **" HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS THROUGH GOVERNMENT E-MARKET PLACE (GEM)".**

TENDER NO: **BCPL/C&P/LA26W132BB/03861**

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:

(i) This "Letter of Authority" should be on the **"letterhead"** of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Pre-Bid Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.

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

F-4

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

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

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide PO/LOA /FOA No. _____dated_____ for Brahmaputra Cracker and Polymer Ltd. having registered office at 7th Floor, NRL Centre, 122A, G. S. Road, Christianbasti-Guwahati – 781005, Assam Tel:- +91 361-2733554 (herein after called the "BCPL" which expression shall wherever the context so require include its successors and assignees).

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to BRAHMAPUTRA CRACKER AND POLYMER LTD. we shall on first demand pay without

demur, contest, protest and/ or without any recourse to the contractor to BCPL in such manner as BCPL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

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

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

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

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

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

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

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

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

10. Notwithstanding anything contained herein:

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

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

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

Yours faithfully,

_____
Bank by its Constituted Attorney

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

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.

2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.3 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 Employer.

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

Annexure

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

1 BANK GUARANTEE NO :

2 VENDOR NAME / VENDOR CODE :

NAME	
VENDOR CODE	

3 BANK GUARANTEE AMOUNT :

4 PURCHASE ORDER/ LOA NO :

5 NATURE OF BANK GUARANTEE :
(Please Tick (√) Whichever is Applicable

PERFORMANCE BANK GUARANTEE	SECURITY DEPOSIT	EMD	ADVANCE

6 BG ISSUED BANK DETAILS :

(A) EMAIL ID :

(B) ADDRESS :

(C) PHONE NO/ MOBILE NO. :

F-5
AGREED TERMS & CONDITIONS

To,

M/s Brahmaputra Cracker and Polymer Ltd.

SUB: **HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS THROUGH GOVERNMENT E-MARKET PLACE (GEM)".**

TENDER NO: **BCPL/C&P/LA26W132BB/03861**

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name, Vendor Code of BCPL (if any) and address (FOA/Order shall be released in this name)	Bidder's name : BCPL's Vendor Code: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted **GST (CGST & SGST/ UTGST or IGST)** in Price Schedule/ SOR of Price bid.	
4.1	Whether in the instant tender services/works are covered in reverse charge rule of **GST (CGST & SGST/UTGST or IGST)** If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No ……
4.2	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
4.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti-profiteering clause).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act.	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.	
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.	
9.	Bidder confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
12.	Bidder furnishes EMD/Bid Security details as under OR bid security declaration: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]	
13.	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.	
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of BCPL or (ii) the bidder is not a firm in which any Director (in Board of Director) of BCPL or their relative is a partner.	
14.1	Confirm compliance to one bid per bidder as per ITB clause no. 4	
15.	All correspondence must be in ENGLISH language only.	
16.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	No Deviation Confirmation: It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
19.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable "We agree and acknowledge that the Employer is	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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 Employer 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 Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
22.	Bidder hereby confirms that they are not on 'Holiday' by BCPL /GAILor Public Sector Project Management Consultant (like EIL, ~~Mecon~~ only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid. Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of BCPL /GAIL or the Ministry of Petroleum and Natural Gas. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. In case it comes to the notice of BCPL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to BCPL by them.	
23.	Bidder confirms that they have read and understood the General Conditions of Contract - Services available on BCPL's Tender website & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
24.	Bidder certifies 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. 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.	
25.	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.	
26.	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	members.	
27.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.	
28.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
29	Bidder confirms bidder has submitted Form-1 of Annexure-C to Section-III as per POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017	
30	Bidder confirms bidder has submitted Form-2 of Annexure-C to Section-III as per POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 **[Applicable for Procurement/Purchase value in excess of Rs.10 Crores]**	
31	Bidders confirm to submit signed copy of **Integrity Pact**	

Place:
Date:

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

F-6

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of Tender Document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to Purchase Officer in BCPL who issued the Tender Document, by filling up the Format)

To,
M/s Brahmaputra Cracker and Polymer Ltd.

_____

SUB: **HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS THROUGH GOVERNMENT E-MARKET PLACE (GEM)".**

TENDER NO: **BCPL/C&P/LA26W132BB/03861**

Dear Sir,

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

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:
  Postal Address with Pin Code: .....
  Telephone Number : .....
  Fax Number : .....
  Contact Person : .....
  E-mail Address : .....
  Mobile No. : .....
  Date : .....
  Seal/Stamp : .....

- We are unable to bid for the reason given below:
  Reasons for non-submission of bid:

_____

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

F-7

BIDDER'S EXPERIENCE

To,

M/s Brahmaputra Cracker and Polymer Ltd.

_____

SUB: **HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS.**

TENDER NO: **BCPL/C&P/LA26W132BB/03861**

Sl. No	Descri-ption of the Supply/ Services	PO/ Contr-act No. and date	Full Postal Address & phone nos. of Client.	Value of Contract /Order (*Specify* Currency Amount)	Date of Commenc ement	Schedul ed Complet ion/Deli very Period (Months)	Date of Actual Compl-etion	Reasons for delay in execu-tion, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:
Date:

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

Note: As per cl. no. D of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

F-8 (A)
CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB, GCC ,SOR drawings, corrigendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD/Bid Security / Declaration for Bid Security as per provisions of Tender		
iii	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)		
iv	Power of Attorney in the name of person signing the bid.		
v	Confirm submission of document along with unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ Signed and Stamped (in case of manual bidding) by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/ uploaded in case of e-bid.		

5.0	~~Confirm that Undertaking as per Form 1 of Annexure-C to Section-III has been submitted (applicable for MSE and PP-LC bidder).~~		
6.0	Confirm that Undertaking as per *Form-2 to Annexure-C to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-C to Section-III* are submitted.		
7.0	Confirm that Undertaking as per Form-1to Annexure-B to Section-II have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
8.0	Confirm that Affidavit as per Form-1to Annexure-D to Section-II have been submitted by the bidder (Against DMI&SP policy)		
9.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:
Date:

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

F-8 (B)

CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS

(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
	Technical BEC				
1.	**Experience**	*a) Bidder must upload (submit) the Copy of Work Order/LOA/Agreement for the work which has been executed and completed towards "supply, installation and commissioning of HVAC system for storage buildings (handling chemicals or hydrocarbons) or QC laboratory (handling testing of hydrocarbons or chemicals)" along with the details of SOR items & scope of work.* *b) Completion Certificate against the Work Order/ LOA/Agreement submitted as mentioned at point "a)" above. The Completion Certificate must contain the detailed information like LOA/Order No./ Agreement No. with date, Brief Scope of work / Name of work, Order value, Total Executed value, Scheduled date of Work completion and Actual Date of Work completion, Full Address of Client, officer issuing certificate etc. The Completion certificate should have been issued by the end-user/owner/ authorized consultant.*		Yes/No	

2.	**Job executed for Subsidiary / Fellow subsidiary/ Holding company.**	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
3.	**Any other technical criteria in BEC**	As per Section-II		Yes/No	
	Financial BEC –Applicable				

Place:
Date:

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

F-9

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 Ltd.

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 Tender No. **BCPL/C&P/LA26W132BB/03861** dated **…….** for ……..(Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

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

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

Yours truly

for …… (Name & address of Bank)

(Authorized signatory)
Name of the signatory :
Designation :
Email Id :
Contact No. :
Stamp

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

F-10

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. AVERAGE ANNUAL FINANCIAL TURNOVER* DURING THE LAST THREE FINANCIAL YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/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 page 2 of 2

Note:

1.0 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]

2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10.

3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them

Name of Audit Firm:
Chartered Accountant/CPA
Date:

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

Instructions for Format F-10:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.

2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.

3. For the purpose of this Tender document:

(i) **Annual Turnover** shall be "Revenue from Operations" as per Profit & Loss account of audited annual financial statements. In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria

(ii) **Working Capital** shall be "Current Assets less Current liabilities" and

(iii) **Net Worth** shall be Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, writeback of depreciation and amalgamation..

4. **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.**

5. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-12

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s Brahmaputra Cracker and Polymer Ltd.

SUB: **HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS THROUGH GOVERNMENT E-MARKET PLACE (GEM).**

TENDER NO: **BCPL/C&P/LA26W132BB/03861**

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

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

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-13

REAL TIME GROSS SETTLEMENT(RTGS)/NATIONAL ELECTRONIC FUND TRANSFER(NEFT) MANDATE FORM

(To be issued on vendors letter head)

1. Vendor/customer Name :

2. Vendor/customer Code:

3. Vendor /customer Address:

4. Vendor/customer e-mail id:

5. Particulars of bank account
   a) Account holder/Beneficiary name:
   b) Name of Bank
   c) Name of branch
   d) Branch code:
   e) Address:
   f) Telephone number:
   g) Type of account (current/savings/Overdraft/CC account etc.)
   h) Account Number:
   i) IFSC code of the bank branch
   j) Reason (if) Vendor (sl. No. 1) and Account holder /Beneficiary name(sl. No. 5(a))is not the same.

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

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that Account holder/Beneficiary ---------- has an Account no. ---------- and IFSC Code: ---------- with us and we confirm that the details given above are correct as per our records.
Bank stamp

Date:

Bank stamp:

(Signature of authorized officer of bank)
Name:
Designation:
Emp. ID:

F-14
INTEGRITY PACT

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

INTEGRITY PACT

INTRODUCTION:

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

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

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

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with BCPL.

b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.

c) The counterparty will not pass BCPL's confidential information to any third party unless specifically authorized by BCPL in writing.

d) The Counterparties shall promote and observe best ethical practices within their respective organizations.

e) The Counterparty shall inform the Independent External Monitor.

i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit.

ii) If it comes to know of any unethical or illegal payment / benefit.

iii) If it makes any payment to any BCPL associate.

f) The Counterparty shall not make any false or misleading allegations against BCPL or its associates.

II VIOLATIONS & CONSEQUENCES:

a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**

b) In case of violation of the Integrity pact by Counterparty after award of the Contract, BCPL shall be entitled to terminate the Contract. Further, BCPL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786008 (ASSAM)

INDEPENDENT EXTRNAL MONITORS (IEMS)

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

i) Sh. Rajendra Prasad Sharma [email: drsharmarp5@gmail.com]
ii) Sh. Bam Bahadur Singh [email: bbsinghbeml@gmail.com]

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

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

ANNEXURE-2

INTEGRITY PACT

(To be executed on plain paper)

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

AND

_____(here-in-after referred to as "The Bidder/ Contractor").

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

PREAMBLE

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

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

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-

i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process, provide to all Bidder (s) the same information and will not provide to any Bidder (s) confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.

iii) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

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

1. The Bidder (s) / Contractor (s) commits themselves to take all measures necessary to prevent corruption. The Bidder (s)/ Contractor (s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:

i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

1. If the Principal has disqualified the Bidder (s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equal to the Contract Value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of **"Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"**

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

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

1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

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

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

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the MD, BCPL.

3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the MD, BCPL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the MD, BCPL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, BCPL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.

9. The word 'Monitor' would include both singular and plural.

10. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.

11. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

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

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

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

Section 10 – Miscellaneous provisions

1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Guwahati.

2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.

3. If the Contractor / Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.

5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.

For and on behalf of BCPL
for Integrity Pact

Arunjyoti Dutta
Chief Manager (C & P)
BRAHMAPUTRA CRACKER AND POLYMER LIMITED
DIBRUGARH-786006 (ASSAM)

----------	----------
(For & on Behalf of Principal)	**(For & on Behalf of Bidder / Contractor)**
(Office Seal)	**(Office Seal)**

Place ----------
Date ----------

Witness 1:
(Name & Address) .....
.....
.....

Witness 2:
(Name & Address) .....
.....
.....

F-15
INDEMNITY BOND

WHEREAS Brahmaputra Cracker and Polymer Ltd. (hereinafter referred to as "**BCPL**") which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 7th Floor, NRL Centre, 122A, G. S. Road, Christianbasti-Guwahati – 781005, Assam Tel:- +91 361-2733554 has entered into a contract with M/s*……. (hereinafter referred to as the "**Contractor"**) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *…….. and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No*.]and various documents forming part thereof, hereinafter collectively referred to as the '**CONTRACT'** which expression shall include all amendments, modifications and / or variations thereto.

BCPL has also advised the Contractor to execute an Indemnity Bond in general in favour of BCPL indemnifying BCPL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of BCPL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified BCPL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against BCPL under or in relation to this contract. The Contractor undertakes to compensate and pay to BCPL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by BCPL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with BCPL that:

(i) This Indemnity shall remain valid and irrevocable for all claims of BCPL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which BCPL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor's firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of BCPL are settled by the Contractor and/or BCPL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :
For *[Contractor]*
Authorised Representative
Place:
Dated:
Witnesses:
1.
2.

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FREQUENTLY ASKED QUESTIONS (FAQs)

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

All the terms and conditions of Tender remain unaltered.

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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 Ltd.

SUB: ……
PO NO: …….

Dear Sir,

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

(i) Applicable to us [ ]

(ii) Not Applicable to us [ ]

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

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice 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 (both for E-invoicing cases and non-E-invoicing cases), then BCPL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

Place:
Date:

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

F-18

NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)

[On the Letter-head of Supplier/Vendor]

We, _____, a company incorporated under the laws of India/ a Consortium between *___ and *____ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *___ and *___ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by Brahmaputra Cracker and Polymer Ltd. in reference to Tender No. _____ dated _____ ("Order/Contract").

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Brahmaputra Cracker and Polymer Ltd.

We further absolve Brahmaputra Cracker and Polymer Ltd. from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Signature with Seal of Supplier/Vendor

Dated:

TENDER SUBJECT		
TENDER DOCUMENT NUMBER & DESCRIPTION::		
S.NO.	**NAME OF BIDDER**	**M/s. ……**
1.0	**PARTICULARS**	
1.1	ADDRESS OF REGISTERED OFFICE	
1.2	ADDRESS WHERE CONTRACT TO BE PLACED	
1.3	ADDRESS FROM WHERE SERVICES ARE TO BE RENDRED ALONG WITH GST REGISTRATION NO.	ADDRESS: GST NO:
1.4	PHONE NO.	
1.5	E-MAIL	
1.6	NAME, DESIGNATION & CONTACT DETAILS OF CONTACT PERSON AS PER FORM F-3 (LETTER OF AUTHORITY)	
1.7	OFFER NUMBER & DATE	
1.8.1	STATUS OF BIDDER (MSE or Others) In case of MSE, specify the type of MSE i.e. Micro-SC/ST/WOMEN/others OR Small-SC/ST/WOMEN/others	
1.8.2	In case of MSE, submitted valid Udyam Registration Certificate duly certified by Chartered Accountant and Notary Public with Legible stamp	*Submitted/ Not Submitted*
1.9.1	STATUS OF BIDDER Specify the type of bidder along with documents submitted.	*(Start-Up / Non-Start-up)*
1.9.2	In case of Start-Up, submitted relevant documents duly certified by Chartered Accountant and Notary Public with Legible stamp	*Submitted/ Not Submitted*
2.0	**EMD DETAILS (WHEREVER APPLICABLE)**	
2.1	Item/ Section/ Group / Part Quoted	
2.2	Required EMD for Quoted Items	
2.3	EMD Amount submitted by the bidder	
2.4	Details of EMD / Bid Security	specify DD/ BG No, DD/BG date, issuing bank, BG validity, Banker cq., Insurance Security Bond, Fixed Deposit Receipt or a letter of credit, online bank transaction.
3.0	**FORMS & FORMATS**	

3.1	FORMAT F-1: BIDDER'S GENERAL INFORMATION	*Submitted/ Not Submitted*
3.2	Status of Firm/ Company: Proprietorship Firm / Partnership Firm/ Company (Private or public) (As per Format F-1) (mention the details of documents submitted to justify the status)	
3.3	Name of Proprietor/Partners/Directors (As per Format F-1)	
3.4	PAN No. (As per Format F-1)	
3.5	GST Registration No. (As per Format F-1)	
3.6	EPF Registration No.	
3.7	ESI code No.	
3.8	FORMAT F-2A:DECLARATION FOR BID SECURITY [applicable for bidders who are exempted from submission of EMD/Bid Security]	*Submitted/ Not Submitted*
3.9	FORMAT F-3 LETTER OF AUTHORITY [ON LETTER HEAD]	*Submitted/ Not Submitted*
3.10	FORMAT-F-5: AGREED TERMS & CONDITIONS (ATC)	*Submitted/ Not Submitted*
3.11	Acceptance of Bid validity	*Accepted/ Not Accepted*
3.12	Acceptance of payment terms	*Accepted/ Not Accepted*
3.13	Acceptance of Contract Performance Security	*Accepted/ Not Accepted*
3.14	Acceptance of Contract Period / Completion Schedule	*Accepted/ Not Accepted*
3.15	Acceptance of Price Reduction Schedule	*Accepted/ Not Accepted*
3.16	Whether bidder is liable to raise E-Invoice as per GST Act.	*Yes/No*
3.17	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	*Accepted/ Not Accepted*
3.18	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST)	*Yes/No*
3.19	If yes, Bidder confirms that they have quoted rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	*Yes/No*
3.20	FORMAT F-9: CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE	*Submitted/ Not Submitted*
3.21	FORMAT F-10: FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER	*Submitted/ Not Submitted*
3.22	FORMAT F-12:E-BANKING MANDATE FORM	*Submitted/ Not Submitted*

3.23	FORMAT-F-13: [IF APPLICABLE] INTEGRITY PACT (ON PLAIN PAPER)	*Submitted/ Not Submitted*
3.24	POWER OF ATTORNEY & NAME OF PERSON	
3.25	NAME OF DIGITAL SIGNATORY	
4.0	**IBID DOCUMENT / GCC / REPLY TO BIDDERS QUERIES / PRICE SCHEDULE (WITH PRICES BLANKED OUT)**	
4.1	ACCEPTANCE & SUBMISSION OF COMPLETE BID DOCUMENT WITH IFB, ITB, FORMS & FORMATS, GCC, VENDOE PERFORMANCE ETC.	*Accepted/ Not Accepted AND Submitted/Not Submitted*
4.2	ACCEPTANCE & SUBMISSION OF REPLY TO BIDDER QUERIES	*Accepted/ Not Accepted AND Submitted/Not Submitted*
4.3	ACCEPTANCE & SUBMISSION OF CORRIGENDUM	*Accepted/ Not Accepted AND Submitted/Not Submitted*
4.4	SUBMISSION OF COPY OF "SCHEDULE OF RATES" WITH PRICES BLANKED OUT	*Submitted/Not Submitted*
4.5	Name of the bidder is not appearing in Holiday/ Banning list as per provisions of tender	*Yes/No*
6.0	**LAND BORDER SHARING**	
6.1	Submission of certificate as Form-IA, Form-IB & Form-II of Annexure-B to Section-III w.r.t Provisions of 'Procurement from a Bidder which shares a land border with India'	*Submitted/Not Submitted*
7.0	**PPP-MII POLICY**	
7.1	Undertaking as per Form 1 of Annexure-C to Section-III has been submitted (applicable for bidders who are MSE as well as Class I Local supplier).	*Submitted/Not-Submitted*
7.2	Undertaking as per Form 2 of Annexure-C to Section-III has been submitted.	*Submitted/Not Submitted*
7.3	Undertaking as per Form 3 of Annexure-C to Section-III has been submitted.	*Submitted/Not Submitted*
7.4	Class-I Local supplier or Class-II Local Supplier	
8	**BEC FINANCIAL**	
8.1	**The Average Annual Turnover:** of the Bidder as per their audited financial results in any one of the immediately three preceding financial years shall be not less than	**FY: 2025-26: Rs._____** **2024-25: Rs._____** **2023-24: Rs._____** **The Average Annual Turnover:** **Rs._____**
8.2	Item/ Section/ Group / Part Quoted	
8.3	**Net worth:** Net worth of the Bidder shall be positive as per the last audited financial statement.	*Positive/ Negative (Enter the net worth as per Form F-10.)* *FY: ……..*

8.4	**Working capital:** The minimum working capital of the Bidder as per the last audited financial statement **Note:** If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than Rs.100 Crores (or equivalent in USD), as per provisions of Tender Document.	**Working capital:** *FY: ……..* **Rs._____**
8.5	Deficiency of Working Capital Amount, if any	*Yes/No (specify amount (if any))*
8.6	Working Capital letter from the bank as per Format F-9	*Details of the letter (Amount, Bank, date etc.)*
8.7	Submitted copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of three (3) preceding Financial Year(s) . Copy of the audited annual financial statements shall be duly certified / attested by Notary Public with legible stamp.	*Submitted / Not Submitted with appropriate remarks (if any)*

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT

FOR

PROCUREMENT OF SERVICES

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SECTION – I DEFINITIONS & INTERPRETATIONS

1.1 Definition of Terms

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The „Bidder/Tenderer" means the person(s) / Firm / company / Corporation / Organization / entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptancethereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The "Employer/Service Receiver/ Company/Owner" means Brahmaputra Cracker and Polymer Ltd. (BCPL), a public limited company, having its Registered office at 1st Floor,House No 6, Bhuban Road, Uzanbazar, Guwahati, Assam, Pin - 781001 and includes its successors, assigns and Site(s)/work center(s).

The "Engineer-In-Charge" (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

"Equipment/Materials/Goods" means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

"Fax of Acceptance" means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

"Guarantee/Warranty/ Defect Liability Period (DLP)" means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

"Mobilization" means stabilizing adequate infrastructure at designated Site comprising ofEquipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

"Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard oflife or property.

The "Service(s)" means and include all services and activities/jobs to be performed by theService Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services and approvals from any agency/third party & license(s)/permissions from statutory authorities(if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) andpermitted assign(s).

"Service Provider"s/ Bidder"s Representative" means such person(s) duly authorized bythe Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

"Site" means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.
"Specifications" means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it"s legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of theEmployer.

"Value of Contract" or "Total Contract Price" means the sum accepted or the sumcalculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

"Willful Misconduct" means intentional disregard of good and prudent standards ofperformance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

"Working Day" means any Day which is not declared by the Employer to be holiday or off-day.

1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS

1.2.1 The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

i) The Contract Agreement
ii) Detailed Letter of Acceptance along with its enclosures
iii) Fax of Acceptance
iv) Scope of Works/ Job Specifications (specific to particular job only, whereverprovided)
v) Drawings
vi) Special Conditions of Contract (SCC)
vii) Technical Specifications (wherever applicable)
viii) Instructions to Bidders (ITB)
ix) General Conditions of Contract (GCC)
x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal withan inconsistency. Specific term(s) agreed take priority over general statement(s) andterms in Contract Document created at a later date govern over terms in earlier Contract Document. Subject to foregoing, the terms of the groups of documents set out above haveequal importance within their group.

1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.

1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.

1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remainingprovision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

1.3 SPECIAL CONDITIONS OF CONTRACT

1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.

1.3.2 Notwithstanding the sub-division of the documents into these separate sections andvolumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as itmay be practicable to do so.

1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance withany 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.

1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider shalldo so at his cost and the Value of Contract shall be deemed to have included cost of such performance and provisions, so mentioned.
1.3.5 The materials, design and services shall satisfy the relevant Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

SECTION – II

2.0 GENERAL INSTRUCTIONS & OBLIGATIONS

2.1 FORMATION OF CONTRACT

2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.

2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Fax of Acceptance (FOA).

2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

2.2 SIGNING OF AGREEMENT

2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the FOA in the format attached/enclosed with Tender Document. In theevent of failure on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated..

2.3 ADDENDA/CORRIGENDA

2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

2.4 LIABILITY OF GOVERNMENT OF INDIA

2.4.1 It is expressly understood and agreed by and between Bidder /Service Provider and Employer that Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities,obligations or rights hereunder. It is expressly understood and agreed that Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Service Provider expressly agrees, acknowledges and understands that Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Bidder/Service Provider hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenantsnot to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement/Contract.

2.5 SITE VISIT

2.5.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extraclaim(s) or for any delay in performance or any other claim in this regard.

2.6 ACTION IN CASE OF CORRUPT/FRAUDULENT /COLLUSIVE /COERCIVE PRACTICES AND EVALUATION OF PERFORMANCE

The Bidder(s)/Service Provider(s) are required to abide by the following provisions:

(i) The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider on suspension and/or banninglist (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

Detailed Procedure is elaborated in the tender document.

Further, Bidder(s)/Service Provider(s) accepts and certifies that they would adhere to the Fraud Prevention Policy of BCPL and shall not indulge themselves or allow others (working in BCPL) to indulge in fraudulent activities and that they would immediately apprise the Owner/BCPL/Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice.

(ii) The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be).

Detailed Procedure is elaborated in the tender document.

2.7 RETIRED GOVERNMENT OR EMPLOYER's OFFICERS

2.7.1 No Employee/Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer is allowedto service as a Service Provider for a period of one year after his retirement / resignation / severance from Government Service or from the employment of the Employer without the previous permission of the Employer. The Contract, if awarded, is liable to beterminated if either the Service Provider or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Governmentor of the Employer as aforesaid before submission of tender, or engagement in the Service Provider's service as the case may be.

2.8 CONFLICT OF INTEREST

2.8.1 During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for anyproject resulting from or closely related to the Services.

2.9 ABNORMAL RATES

2.9.1 The Tenderer is expected to quote rate for each item after careful analysis of costinvolved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

2.9.2 In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as per AHR clause in the SCC (as applicable).

2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER

Service Provider shall, in accordance with and subject to the terms and conditions of thisContract:

2.10.1 Perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.

2.10.2 Provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.

2.10.3 Perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.

2.10.4 be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations underthe Contract.

2.10.5 Give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

2.10.6 not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer‟s personnel(s), and /or
- any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- personnel of public authority(ies)/third party(ies)

Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authroised representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider‟s premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such Inspection shall not release the Service Provider from any obligation under the Contract.

2.11 SERVICE PROVIDER’s REPRESENTATIVE & PERSONNEL

2.11.1 Service Provider shall appoint a person (*“Service Provider’s Representative”*) who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance ofthe Service pursuant to the terms of this Contract.

2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider‟s performanceof the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider‟s Representative as if they were the decisions of the Service Provider.

2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.

2.11.4 Service Provider's Representative shall liaise with Employer for the proper coordination and timely completion of the Services and on any matter pertaining to the same.

2.11.5 Service Provider's Representative shall extend full cooperation to Employer‟s representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.

2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.

2.11.7 If the Service Provider‟s Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

2.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL

The Service Provider in connection with performing the Services and remedying of anydefects, shall provide:

(a) only such skilled and experienced personnel(s) in their respective areas; and

(b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper andtimely fulfilling of the Service Provider‟s obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specifiedin the SCC /Scope of Work.

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

2.13 CONTRACT PERFORMANCE SECURITY (CPS)

2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer,within 30 days from the date of notification of award (i.e. FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after Contractcompletion period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable bythe Employer even if the CPS is in the form of a Demand Draft.

2.13.2 The Service Provider shall furnish the CPS in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit 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, for other than the Nationalized Indian Banks, thebanks whose BGs are furnished, must be commercial banks having net worth in excess ofRs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property / equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses andin default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.

2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.

2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take cares the extra jobs/ services executed and total executed value are within the awarded Contract price, there is no need for additional CPS. As soon as the total executed value is likely to exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.

2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

2.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

2.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with suchdiligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon

the Service Provider shall stop forthwith any of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or workor installations from damage, and the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other means, at the risk and cost of the Service Provider, and any of his sureties if any, shall be liable to the Employer forany excess cost occasioned by such service having to be so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

2.14.2 In such events of Clause 2.14.1(a) or (b) above, the following shall be applicable:-

a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider asmay be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanshipin respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

2.14.3 Before taking any action as per Clause 2.14.1(a) or (b) if in the judgment of the Employer,the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such timespecified in the Notice.

2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) orbeing a company or a corporation goes into voluntary liquidation, provided that in thesaid events it shall not be necessary for the Employer to give any prior notice to the Service Provider.

2.14.5 Termination of the Contract as provided for in sub- clause 2.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

2.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.14

2.15.1 If in any case in which any of the powers conferred upon the Employer by clause 2.14 thereof shall have become exercisable and the same had not been exercised, the non- exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected.In the event of the Employer putting in force the power under above sub-clause 2.14 (a)or 2.14 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belongingto the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider‟s Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc.within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Servicer Provider from any other related liability. In the event of the Service Provider‟s failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer thehandling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

2.16 CHANGE IN CONSTITUTION

2.16.1 Where the Service Provider is a partnership firm, the prior approval of the Employer shallbe obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.23 hereof.

2.17 TERMINATION OF CONTRACT

2.17.1 TERMINATION OF CONTRACT FOR DEATH

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual orthe proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

2.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY,ETC

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business of any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall beat liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due andfaithful performance of the Contract.

2.17.3 TERMINATION OF CONTRACT FOR CORRUPT / FRADULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE

If the Bidder/Service Provider is found to have indulged in Corrupt / Fraudulent / Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with BCPL. The detailed procedure for banning including suspension is elaborated in the tender document.

Due to non-performance of the Service Provider leading to termination of the Contract, the Service Provider initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by Owner/Employer. The detailed procedure for evaluation of performance in this regard is elaborated in the tender document.

2.17.4 TERMINATION FOR CONVENIENCE

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment mentioned at clause 2.18, the Service Provider shall be compensated for de-mobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound bythe provisions of this Contract that reasonably require some action or forbearance after such termination.

2.18 AMOUNT PAYABLE IN CASE OF TERMINATION

2.18.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall belimited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require someaction or forbearance after such termination.

2.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE

2.19.1 No Director, or official or employee of the Employer shall in any way be personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

2.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS

2.20.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

2.21 FORCE MAJEURE

2.21.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation ofthe party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall include:

(a) act of terrorism;
(b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters‟ strike) or commercial hardship shall not constitute a Force Majeure event.

2.21.2 Notification of Force Majeure

The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.

2.21.3 Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.

2.21.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/ retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

a) Any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and

b) Any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.

2.21.5 Time for performance of the relative obligation suspended by the Force Majeure shallthen stand extended by the period for which such cause lasts.

2.21.6 Outbreak of War:

If during the currency of the Contract there shall be an outbreak of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work, the Service Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the Work/Services, provided always that the Employer shall beentitled, at any time after such outbreak of war to terminate or re-negotiate the Contract by giving notice in writing to the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

2.22 PRICE REDUCTION SCHEDULE

2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploythe required manpower and the complete equipments so as to commence the Services within Mobilisation Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and notas penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it"s Contract Performance Security payable on demand.

The decision of the EIC with respect to applicability of Price Reduction Schedule shall befinal and binding on the Service Provider.

2.22.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.

2.22.3 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

2.22.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, BCPL will release the payment to Service Provider after effecting the Price Reduction Schedule clause.

In the event 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 Service Provider.

2.23 ASSIGNMENT/SUBLET

2.23.1 The Service Provider shall not, save with previous written consent 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 Service Provider from any obligation, duty or responsibility under the Contract.

2.23.2 The basic scope of Services cannot be sublet. However, on specific request of the ServiceProvider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.23.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given byService Provider along with each invoice/ bill.

2.24 LIENS

2.24.1 If, at any time there should be evidence of any lien or claim for which the Employer mighthave become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and ifsuch lien or claim be valid, the Employer may pay and discharge the same and deduct theamount so paid from any money which may be or may become due and payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

2.24.2 The Employer shall have lien on all materials, equipments including those brought by theService Provider for the purpose of providing service.

2.24.3 The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider

has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date ofissue of Completion/Execution Certificate.

2.25 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE

2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omissionon the part of the Employer has caused delay in the Service Provider's performance of hisServices.
2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reservesthe right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

2.26 NO WAIVER OF RIGHTS

2.26.1 None of the terms and conditions of this Contract shall be deemed waived by either partyunless such waiver is executed in writing by the duly authorized representative of both the parties.

2.27 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER

2.27.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

2.28 LANGUAGE AND MEASURES

2.28.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

2.29 RELEASE OF INFORMATION

2.29.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

2.30 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT

2.30.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

2.30.2 Unless terminated under the provisions of any other relevant clause, this Contract shall bedeemed to have been completed at the expiration of the Defect Liability Period asprovided for under the Contract.

2.31 INDEPENDENT CAPACITY

2.31.1 The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing underthis Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and controlof work will be solely with the Service Provider.

2.32 NOTICE

2.32.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.

2.32.2 TO THE EMPLOYER: Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shallbe final and binding on the parties.

2.33 CONFIDENTIALITY

The Service Provider, it's Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

2.34 INTELLECTUAL PROPERTY RIGHT

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate theService Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or communicated to a third party by or on behalf of theEmployer for purposes other than those permitted, without the Service Provider's Consent.

SECTION - III

3.0 PERFORMANCE OF SERVICE

3.1 EXECUTION OF SERVICES

3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

3.2 CHANGES IN SERVICES

3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and ServiceProvider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge,for only such alterations or substitutions of the Services, as he may consider just and reasonable.

3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE

3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect orunskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordancewith the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Service Provider or may terminate the contract due to non- performance. The decision of the EIC as to any question arising under this clause shall befinal and conclusive.

3.4 SUSPENSION OF SERVICES

3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until,he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.

3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

3.5 DEFECTS LIABILITY PERIOD

3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months from the date of completionof Service mentioned in the

Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that maythen be or at any time thereafter, become due to the Service Provider or from his ContractPerformance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.

3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portionof the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

3.6 COMPLETION CERTIFICATE

3.6.1 APPLICATION FOR COMPLETION CERTIFICATE: When the Service Provider fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The EIC shall normally issue to the Service Provider the Completion Certificate within one month after receiving any application thereof from the Service Provider after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Service Provider, after obtaining the Completion Certificate, is eligible to present thefinal bill for the Service executed by him under the terms of Contract.

Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOA/Contract duly accepted and certified by EIC.

3.6.2 COMPLETION CERTIFICATE: Within one month from receipt of application from Service Provider after the completion of the Service in all respects as specified above at clause no. 3.6.1, the Service Provider shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to havebeen rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site completely. EIC‟s certification about completion of service in all aspects shall be bindingand conclusive.

3.6.3 COMPLETION CERTIFICATE DOCUMENTS: For the purpose of Completion, the following documents will be deemed to form the completion documents:

i) The technical documents according to which the Service was carried out.

ii) Material appropriation, Statement for the materials issued by the Employer for theService and list of surplus materials returned to the Employer's store duly supported by necessary documents

3.6.4 EXECUTION CERTIFICATE:

Execution Certificate against Rate/ Maintenance contract shall be issued by EIC againstwritten request from Service Provider.

3.7 FINAL DECISION & FINAL CERTIFICATE

3.7.1 Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The Service Provider shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

3.8 LIMITATION OF LIABILITY

3.8.1 Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:

(a) In the event of breach of any Applicable Law;

(b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or

(c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or

(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

(e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequentialloss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

3.9 INDEMNITY

3.9.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider to

perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his Sub-Service Provider's, or in connection with any claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

SECTION – IV

4.0 PAYMENT, INSURANCE AND TAXES

4.1 DEDUCTION FROM THE CONTRACT PRICE

4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/ claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

4.2 SCHEDULE OF RATES AND PAYMENTS

4.2.1 SERVICE PROVIDER'S REMUNERATION

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Providerunder the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely

furnish/specify them. The Tenderer shall deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments / materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials,equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities ofdelay and interference with the Service Provider's conduct / peformance of Services which occurs from any causes including orders of the Employer in the exercise of his power andon account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED

For Service under unit rate basis, no alteration will be allowed in the Schedule of Ratesby reason of services or any part of them being modified, altered, extended, diminishedor committed. The Schedule

of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

4.3 PROCEDURE FOR BILLING OF SERVICES

4.3.1 BILLING PROCEDURE

Following procedures shall be adopted for billing of services executed by the Service Provider.

4.3.1.1 The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavour to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

4.3.1.2 COMPUTERISED BILLING SYSTEM: Brahmaputra Cracker and Polymer Ltd. has introduced Computerised Billing System whereby whenever the Bill(s) are submitted in BCPL by a Service Provider, a receipt number is usually generated. The Service Providermay also know the status of the Bill through BCPL‟s website.

4.3.2 MODE OF MEASUREMENT

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS

4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried outby him in respect of job, he shall forthwith give notice in writing to the Engineer-in- Charge that he claims extra payment. Such notice shall be given to the Engineer-in- Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/reimbursement/damages etc.. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time andcause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Servicesconsidered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such ofthe extra services so admitted by Employer shall be governed by all the terms, conditions,stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derivedby interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

4.5 INSURANCE

4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider‟s equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.

4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.

4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances requiredto be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider‟s expense plus administrative cost of 10% of the amount of Insurance premium.

4.5.4 INSURANCE TYPES

Service Provider shall at all time during the currency of the Contract provide, pay for andmaintain the following insurance amongst others:

a. Employee Compensation and Employer‟s common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended wheresubmitted by law, to indemnify the Employer against any statutory liability whichit may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with EmployeesCompensation Act.

b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage ofproperty. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.

c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).

d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.

e. Public Liability Insurance as required under Public Liability Insurance Act 1991.

4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account.

Further, the Service Provider shall ensure the adequacy of Insurance at all time inaccordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

4.5.6 CERTIFICATE OF INSURANCE

Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

i) type and amounts of insurance as required herein;
ii) insurance company or companies carrying the aforesaid coverage;
iii) effective and expiry dates of policies;
iv) that the Employer may give advance notice for any material change in the policy.waiver of subrogation endorsement has been attached to all policies; and
v) the territorial limits of all policies.

4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from ServiceProvider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.

4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.

4.5.9 WAIVER OF SUBROGATION: All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording: "The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider".

4.5.10 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the accountof the Service Provider.

4.6 TAXES AND DUTIES

4.6.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to timein respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law andregulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub- division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

If Input Tax credit with respect to GST is not available to Employer for any reason whichis not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

4.6.3 Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

4.7 INCOME TAX

4.7.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from timeto time. As per the provisions of the income Tax Act, 1961, Permanent Account No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must

submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.

4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy / consulate of India for obtaining PAN card. In case, foreign Service Provider don‟t have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non- residents including Permanent Establishment, Tax Residency Certificate (TRC) if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

4.8 STATUTORY VARIATIONS

4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider‟s account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.

4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to theService Provider‟s account, where delay in completion /mobilization period isattributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC / cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.

4.8.3 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extendedperiod allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to suchintroduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.

4.8.4 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

4.9 DAMAGES TO PROPERTY, ANY PERSON AND THIRD PARTY

i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.

ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the propertyof the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by theEmployer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or byreason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

SECTION – V

5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT

5.1 LABOUR LAWS

i) No labour below the age of 18 (eighteen) years shall be employed on the Job.

ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.

iii) The Service Provider shall at his expense comply with all labour laws and keepthe Employer indemnified in respect thereof.

iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.

v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of thelabour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne bythe Service Provider.

vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub-Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.

vii) The Service Provider shall furnish to the EIC the distribution return of the numberand description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EICa true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.

viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948.Employers Liability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

ix) The EIC shall on a report having been made by an Inspecting Officer as definedin Contract Labour (Regulation and Abolition) Act 1970 have the power to deductfrom the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts withoutprejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of theprovisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as

Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percentof the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

5.2 SAFETY REGULATIONS

i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.

ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or tobe done under this agreement or to any of the Employer's existing property.

5.3 FIRST AID AND INDUSTRIAL INJURIES

i) Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.

ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall beprominently posted in Service Provider's field office.

iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

5.4 GENERAL RULES

5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable penalty(ies).Decision of EIC in the matter shall be final and binding on the Service Provider.

5.5 CARE IN HANDLING INFLAMMABLE GAS

5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost carein handling the inflammable gas cylinder/inflammable liquids/paints etc. as requiredunder the law and/or as advised by the fire Authorities of the Employer.

5.6 PRESERVATION OF PLACE

5.6.1 The Service Provider shall take requisite precautions and use his best endeavors toprevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

5.7 ENVIRONMENT

5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:

- Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention ofenvironmental damage in conducting the job;
- Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and
- Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.

5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliancewith this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider shall initiate corrective action tothe reasonable satisfaction of the Employer within twenty four (24) hours of the conduct so notified or as decided by EIC. Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.

5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such

event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.

5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials. Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/Services at site under Contract, not used by them for work/Services and leftover at the Site) subject to prior written consent of the EIC. The payment made, if any, towards such surplusMaterial will be recovered from the payment of Service Provider.
Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

5.7.6 Service Provider shall:
Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job; Ensure and maintain at his own cost all lights, guards, fencing, warning signs andwatching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.
Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;

- be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service Provider during its activities at the Site which are toxic orsimilarly hazardous to the health or safety of persons or to the environment;
- be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including court costs and attorney"s fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant tothis Clause.

SECTION – VI

6.0 DISPUTE RESOLUTION AND ARBITRATION

6.1 DISPUTE RESOLUTION

1. PRE-LITIGATION GRIEVANCE/DISPUTE REDRESSAL MECHANISM:

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

(ii) In case issue is not resolved by above, Vendor/Supplier/Contractor/Consultant may submit their issue to "Samadhan Committee". The same will be addressed by Samadhan Committee within 15 days from the date of issue raised.

(iii) In case, Vendor/Supplier/ Contractor/Consultant is not satisfied with the decision of the Samadhan Committee, there is a provision of escalation of issue to higher authority in BCPL. This option is available two times only, one is at Chief GeneralManager (O&M) and the other one is Chief Operating Officer.

(iv) However, in case no mutual settlement is arrived at after exercising all pre- litigation grievance/dispute redressal mechanism as above, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re- enactment thereof and the Rules made there under and for the time being in force as stated below:

2. ARBITRATION

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

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

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

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

OR

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

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

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

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

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract andarising 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.25crores.

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

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

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

3. GOVERNING LAW AND JURISDICTION:

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

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

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

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

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

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

PROFORMA FOR CONTRACT AGREEMENT

[To be executed on non-judicial stamp paper of appropriate value]

LOA No. BCPL / Dated ----------

Contract Agreement for the Services of ---------- of Brahmaputra Cracker and Polymer Ltd. made on ---------- between (Name and Address)----------, hereinafter called the "Service Provider" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and Brahmaputra Cracker and Polymer Ltd. hereinafter called the "Employer" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A. The Employer being desirous of having provided and executed certain services mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The Service Provider has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the Tender Documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Services to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the Services and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, Specifications, Drawings, Plans, Time Schedule for completion of Services, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this Contract though separately set out herein and are included in the expression "Contract" wherever herein used.

AND WHEREAS

The Employer accepted the Tender of the Service Provider for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services and finally approved by Employer (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of Contract.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider shall and will duly provide, execute and complete the said Services and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Services and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.

2. In consideration of the due provision execution and completion of the said Services, Employer does hereby agree with the Service Provider that the Employer will pay to the service provider the respective amounts for the Services actually done by him and approved by the Employer at the Schedule of Rates and such other sum payable to the Service Provider under provision of Contract, such payment to be made at such time in such manner

as provided for in the Contract.

A N D

3. In consideration of the due provision, execution and completion of the said Services the Service Provider does hereby agree to pay such sums as may be due to the Employer for the services rendered by the Employer to the Service Provider, such as power supply, water supply and others as set for in the said Contract and such other sums as may become payable to the Employer towards the controlled items of consumable materials or towards loss, damage to the Employer's equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the Contract.

It is specifically and distinctly understood and agreed between the Employer and the Service Provider that the Service Provider shall have no right, title or interest in the Site made available by the Employer for execution of the Services or in the goods, articles, materials etc., brought on the said Site (unless the same specifically belongs to the Service Provider) and the Service Provider shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the Site or structures and the Employer shall have an absolute and unfettered right to take full possession of Site and to remove the Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.

The Service Provider shall be allowed to enter upon the Site for execution of the Services only as a licensee simpliciter and shall not have any claim, right, title or interest in the Site or the structures erected thereon and the Employer shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said Site shall, unless otherwise expressly agreed under this Contract, exclusively belong to the Employer and the Service Provider shall have no right to claim over the same and such excavation and materials should be disposed off on account of the Employer according to the instruction in writing issued from time to time by the Engineer-In-Charge.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and on on behalf of Employer. Brahmaputra Cracker and Polymer Limited	Signed and Delivered for and on behalf of the Service Provider Name of the Service Provider
_____	_____
_____	_____
Date: _____	Date: _____
Place: _____	Place: _____

IN PRESENCE OF TWO WITNESSES

1._____	1. _____
_____	_____
_____	_____
_____	_____
2._____	2. _____
_____	_____
_____	_____
_____	_____

SECTION – V

SPECIAL CONDITION OF CONTRACT (SCC) & SCOPE OF WORK

SPECIAL CONDITIONS OF CONTRACT (SCC) -Part-A

Chapter-1

Compliances under various Labour Laws /Code on Wages-2019 (after it come into force)

The contractor must fully adhere and comply with all applicable Labour Laws and rules thereunder passed, modified, and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1.0 The Contract Labour (R&A) Act, 1970

a) `The Contractor is required to obtain Labour license under the provisions of the Contract Labour(R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority (i.e., Regional Labour Commissioner (Central) for Lepetkata, Duliajan & Lakwa, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.

b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act,1970 rules and regulations framed under the same and enforced from time to time.

c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.

d) The Contractor is solely responsible for payment of wages to each resource deployed at BCPL worksites and such wages shall be paid on or before 7^{th} /10^{th} day of the subsequent month as may be prescribed in the Act.

e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) throughe-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge / authorized representative of BCPL or Principal Employer initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.

f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, **it shall be treated as FAILURE and action as per the provisions of the Contract shall be taken. Further,** BCPL, as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s)

deployed by the Contractor under the provisions of Section 21 (4) of the Contract Labour (Regulation & Abolition) Act. 1970 and may deposit the PF contribution with PF authorities (if permissible by EPF authorities). Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.

g) Contractor to issue Employment Card to all their contract workers as per the FORM XIV (See Rule 76)
of Contract Labour (Regulation & Abolition) Act. 1970.

h) Contractor shall issue wage slip to their respective contract workers in "Form XIX" under Rule 78 (1)
(b) of the Contract Labour (Regulation & Abolition) Act. 1970.

2.0 Minimum Wages & other benefits.

a) During the tenure of the contract, the Contractor to ensure the payment of minimum wages to all the contract workers deployed at BCPL worksite as notified by Ministry of Labour and Employment, Central Government including payment of VDA as amended /notified from time to time by Central Government.

b) Wage period and monthly wages: Wage period shall be monthly and wages for a month shall be calculated /determined by "Number of days of work performed multiplying by Daily rate of Minimum Wages. The daily rate of minimum wages includes the wages of the Weekly Rest Day as applicable. Payment to the contract workers will be made only for the present days in a month.

c) **Financial Benefits under applicable Memorandum of Settlements (MoS) dated 08/04/2022.**

3.0 Payment of Bonus:
Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 & subsequent amendment in 2015. Present minimum rate of payment of Bonus as per the Payment of Bonus Act, l965 and subsequent amendment in 2015 is 8.33% of minimum wages or minimum Rs.7,000/- whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

4.0 Leaves/ Leave with wages/ Holidays:

a) The Contractor shall comply with granting Annual Leave with Wages i.e., one (l) day for every 20 days of work performed by a worker as per the provisions of Factories Act.1 948 (as applicable).

b) The Contractor shall grant three (3) national holidays of one whole day each on the 26th January 15"August and 2" October as per the Industrial Establishment (National & Festival Holidays) Act. 1965.

c) The Contractor shall grant eight (8) Festival Holidays including International Labour Day (1st May) in a Calander year to their workers as per the applicable MoS at BCPL. However, the list of holidays may be decided mutually by the contractor and their workers as per the convenience of the work. (MoS dated 01/07/2017).

d) The Contractor shall grant three (3) days Special Emergency Leave to their workers in a Calander year considering various emergent situations arising out of medical or others as per applicable MoS dated 08/04/2022.

e) The contractor in consultation with EIC will finalize the HOLIDAY LIST as per applicable Memorandum of Settlement before commencement of the contract and same will be communicated to their respective contract workers. However, in case of a National Holiday (Republic Day -26th January, Independence Day-15th Aug and Gandhi Jayanti-2nd October) falls on a Sunday, for which no alternative /compensatory holiday/s will be generated or given. In case of urgent plant requirement, general shift workers may be called for duty on a Sunday for which their attendance will be counted like in a normal working day.

5.0 The Employees' Provident Fund & Miscellaneous Provisions Act 1952:

a) The Contractor shall have independent PF code no. with the respective RPFC as required under the Employees' PF & Misc. Provisions Act, 1952. Contractors undertaking contract/s at Lepetkata, Lakwa and Duliajan mandatorily take PF code or Sub-code at RPFC Tinsukia, Assam.

b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under theEmployees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him. Contractor shall ensure activation of UAN number with Bank Account for the contract workers engaged at BCPL worksites.

c) The Contractor is required to submit copies of ***separate e-Challans / ECR along with proof of payment receipt*** in respect of resources engaged through this contract only on monthly basis. **Common challans would not be acceptable in BCPL** The Contractor should submit copies of previous months EPF e-Challans / ECR along with RA bill/s. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the statusof payment and names of the resources deployed.

d) PF is mandatory of the resource deployed by the Contractor as per the applicability of the Employees Provident Fund & Misc. Provisions Act. 1952. PF membership and deposition of contribution is also mandatory for all the resources deployed by Contractor at BCPL

worksites if the contractor is registered under EPF as per applicability of the Act. In case the wage payment to the resource exceeds the prescribed monthly wage (basic +DA or VDA) ceiling (Rs. 15000/-) under the Employees' PF & Misc. Provisions Act, 1952, in such cases the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time (i.e., presently Rs. 15000/-).

e) The contractor shall ensure the KYC of contract workers in EPFO portal at all time during the period of contract and submit proof of the same to the Engineer-in-charge.

f) The contractor shall ensure that the nomination of contract workers deployed by him underthe said contract is duly updated in the EPFO Portal.

6.0 The Employees' State Insurance Act, 1948

a) The Contractor shall have his own ESI code No. allotted by Employees' State InsuranceCorporation (ESIC) as required / applicable under the Employees' State Insurance Act, 1948.

b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** forthe resource(s) engaged by him from the ESIC.

Employees' Compensation Act. 2010 & Workmen Compensation Act. 1923
In ease, the workplace is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **OR** in case of excluded employees under ESIC (above the gross wage ceiling of Rs. 21000/- currently), the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employees' Compensation Act, 2010 & Workmen Compensation Act. 1923.

Accordingly, all such contract workers engaged by the contractor must cover through Employee Compensation Policy, to meet the **Compensation Liability** under **Employee's Compensation** Act, **2010 & Workmen Compensation Act. 1923.**

7.0 Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act. 1972 to the nominee (s) of the resource as per the details maintained in the duty signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from BCPL.

8.0 Overtime Payment : Overtime as applicable under Factories Act. 1948 and Assam Factories Rule

1950 or of respective State. Disbursement of Overtime should be maintained in Overtime Register as prescribed under Contract Labour (Regulation & Abolition) Act. 1970.

Overtime to be avoided to the extent possible. However, in exceptional cases against plant requirement Overtime may be allowed which will be governed as per the provisions of Assam Factories Rules 1950. Prior written permission to be obtained from Competent Authority for Overtime.

9.0 Maternity Benefit Act. 1961

Every women worker shall get Maternity Benefit as per the provision of the Maternity Benefit
Act 1961 & Rules thereunder and amended from time to time. Maternity Act is not applicable to
Insured Person (IP) under ESI.

9.1 The Contractor is required to comply with all applicable labour laws / Code on Wages-2019 (after
it come into force) and regulations including, but not limited to the following.

- The Factories Act. 1948 / The Shop & Establishment Act, 1948 (whichever is applicable),
- The Contract Labour (Regulation & Abolition) Act. 1970,
- The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act. 1979 & Building and Other Construction Workers Welfare Cess Act, 1996.
- The Inter State Migrant Workmen (RECS) Act. 1979 (if applicable).
- Minimum Wages Act. 1948,
- Payment of Wages Act. 1936,
- Payment of Bonus Act. 1965,
- Employees' Provident Fund & Misc. Provisions Act. 1952,
- Employees' State Insurance Act. 1948,
- Employees Compensation Act. 1923, rev. 2010
- Payment of Gratuity Act., 1972
- Industrial Dispute Act. 1947.

Note: Above mentioned Labour Laws subject to refer under Code on Wages-2019 (after it come into force)

10. Component of monthly cost for deployment of resources: (As per latest MoS dated 08/04/2022)

The contractor shall ensure payment of the following wage components / statutory payments/obligation to the persons engaged by him against this contract in BCPL. Subsequently, the

contractor will take reimbursement from BCPL upon submission of requisite documentary evidence against proof of payment. However, the same is subject to change in line with any modification/amendment of acts/laws/rules and statutory compliances.

Sl.No.	Wage components	Rates
1.	Minimum wage	That all the contractors undertaking various contractual jobs across all operational locations of BCPL, will pay applicable minimum wages as notified by Central Government from time to time. Note: The rate of minimum wages include the wages for weekly day of rest/weekly off. That contractor will ensure disbursement of monthly earned wages of the contract workers latest by 7th /10th day of the succeeding month as per the provisions of the Act.
2.	Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative charges as per Employees Provident Funds & Misc. Provision Act. 1952.	**Employees Contribution:** Contractor to deduct 12% of the earned Basic & Dearness Allowance (Basic +VDA = Minimum Wages) from the monthly wages of the contract worker/s as Employees Contribution towards Employees Provident Fund and deposit to EPF Authority. However, EPF contribution will be restricted to EPF ceiling of Rs. 15,000/- per month. **Employer Contribution:** Contractor to deposit 13% of the earned Basic & Dearness Allowance (Basic +VDA = Minimum Wages) as Employer Contribution towards Employees Provident Fund, EDLI & Misc. Charges to EPF Authority against each contract worker. Contractor to abide by the provisions, revision/amendments of the Employee Provident Fund & Miscellaneous Provisions Act-1952 during the tenure of the contract. Contractor shall take EPF Sub-code at EPFO, Tinsukia (Assam) and ensure activation of UAN

		number with Bank Account for all the contract workers engaged by them in their respective worksite.
3.	Employee State Insurance (ESI) contribution or Insurance policy coverage under Employee's Compensation Act, 1923	**Employees Contribution:** Contractor to deduct 0.75% of the earned monthly gross wages (Minimum Wages & all other allowances being paid regularly) as Employees Contribution towards ESIC and deposit to ESIC Authority. **Employer Contribution:** Contractor to deposit 3.25% of the earned monthly gross wages (Minimum Wages & all other allowances being paid regularly) to ESIC Authority every month against every contract worker. Contractor to abide by the all the provisions, amendments & revisions of Employee State Insurance Act 1965 during the tenure of the contract. Where ESI is not applicable, contractor to take suitable Workman Compensation Insurance (WC) policy extending coverage of their workman as per the provisions of **Employees Compensation Act. 2010**.
4.	Bonus	Minimum bonus @ 8.33% as per payment of Bonus Act (Amendment) Act 2015. Minimum bonus payable is rupees seven thousand only or minimum wages whichever is higher. Payment of bonus to be disbursed within 8 months from the financial year ending.
5.	Group Personal Accident Policy	Contractor required to take Group Personal Accident Insurance policy with 24 X 7 coverage for Rs. 5.00 Lakh (covering death/ permanent disability + partial disability) per resource for the entire period of contract covering all resources deployed under the contract.

6.	Gratuity / Death Gratuity	Payment of Gratuity (as per MoS dated 8/4/2022) will be made by the contractor on completion of each contract as per the calculation of Payment of Gratuity Act. 1972. (In case of extension of services Gratuity may be calculated for the extended period of contract at actual). Death gratuity to be paid by the contractor in cases of death or permanent disablement of a contract worker during the currency of the contract as per the provisions of Payment of Gratuity Act, 1972, which will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of the deceased contract employee. Nomination form as prescribed under Payment of Wages Act must be kept on record and should be considered for extending benefit.
7.	Annal Leave /Leave with Wages.	One day leave for every 20 days' work performed. Register of leave to be maintained by the contractor.
8.	Non-statutory allowance	Non-statutory allowance @ 33.33% of the applicable Minimum Wages to be paid to the contract workers engaged under O&M contrracts as per MOS dated.08.04.2022. Contract workers engaged on SOR basis (i.e., as and when required basis) will not be paid the benefits of non-statutory allowances.
9.	Special allowance	Special allowance @ 16% of the applicable Minimum Wages to be paid to the contract workers engaged under O&M contrracts as per MOS dated.08.04.2022. Contract workers engaged on SOR basis (i.e., as and when required basis) will not be paid the benefits of special allowances
10	Shift Allowance (to be paid to the workers works perform their duties in A, B and C shifts), as per applicability	For A and B Shift = Rs. 40/- per shift For C Shift = Rs. 50/- per shift.
11	Annual Increment	@ Rs. 10/- per day for all the contract workers irrespective of any skill category (effective w.e.f. 1st April every subsequent year). This component to be paid as an allowance without any financial impact on other components.

12	Overtime for working extra work	As per the provisions of Factories Act 1948 and Assam Factories Act 1950 and rules thereunder. Overtime registers to be maintained as per the prescribed format defined under CL (R&A) Act. For deployment of worker performing Overtime duty, prior permission from EIC is a must.
13.	Cost of safety kit & liveries in terms of safety provisions under Factories Act, 1948 (for workers working in factories only)	The contractor has to provide safety kit and liveries (2 pairs of shirts, trousers, shocks and one pair of safety shoes) per year. The quality of the Safety Kit /Uniform to be approved as per safety norms of BCPL.
134	Maternity Benefit to women contract worker under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable	Maternity Benefit shall be regulated as per ESI act 1948. If ESI act is not applicable, the same will be regulated as per Maternity Benefit Act 1961.
15	Paid Holidays	Every contract worker will get three National Holidays and eight Festival Holidays in a calendar year, for which no payment will be deducted by the contractor.
16	Special Emergency Leave	Every contract worker will get three days Special Emergency Leave every calendar year, for which no payment will be deducted by the contractor.
17	Medical tests	Contractor has to carry out medical test as per Assam Factory Rules 1950. (An amount of maximum Rs. 749/- per contract worker will be reimbursed towards each health check-up)
18	Other insurances	Contractor has to obtain ensure the following insurance policies of workers at their own cost i) Pradhan Mantri Suraksha Bima Yojana (PMSBY) of workers. ii) Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) of workers.

In case of, any upward revision in Minimum Wages as notified by appropriate government during the tenure of contract, BCPL will reimburse only the additional financial implication arising out of such revision in minimum wages including financial implication of associate components. However, BCPL will not reimburse any financial implications towards Income Taxes. Contractors is required to submit documentary proof for reimbursement of such additional financial implication. The arrears (if any) due to time gap between the date of notification and actual date of claim by the contractor shall also be paid.

Bidder is required to make his own assessment regarding deployment of resources, and supervisors etc. required for ensuring satisfactory service as per terms of contract and also take into account of all other applicable costs, if any, while quoting the rates /services.

Chapter -II
(Responsibilities of the Contractor)

1. The Contractor shall be solely responsible and indemnify BCPL against all charges, dues, claimetc. arising out of the disputes relating to the dues and employment of resources/ contract workers, if any, deployed by him.

2. The Contractor shall indemnify BCPL against all losses or damages, if any, caused to it on account of acts of the resource(s) / contract workers deployed by him.

3. The Contractor shall indemnify BCPL from all claims, demands, actions, cost, and charges etc. brought by any court, competent authority / statutory authorities against BCPL.

4. The Contractor shall also indemnify BCPL for any action brought against him for violation, non- compliance of any act, rules & regulation of center / state / local statutory authorities.

5. All resources deployed by the Contractor are deemed to be on the payroll of the Contractor.

6. **Age:** No resource/ contract worker under the age of 18 years and 60 years and above shall be deployed by the contractor for the execution of the contractual job.

   The maximum age of resources deployed under the contract would be 60 years. No contract workers/ resources will be allowed to engage in BCPL worksites for more than 60 years.

   Contractor must deposit AADHAR card of the contract workers towards age proof of applying Gate Pass. No Gate Pass shall be issued to contract workers less than 18 years and 60 years and above.

7. The personnel to be deputed by the contractor shall observe all security, fire & safety rules of BCPL while at the site/ work. His work/ services will be supervised by the supervisor of the contractor.
8. The contractor has to be strictly adhering to guidance and instructions whenever required. While conforming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated.

9. The contractor shall indemnify BCPL for any action brought against him for violation, non-compliance of any Act, rules and regulations of center/ state/ local statutory Authorities.

10. **Appointment/Nomination of supervisor:**

10.1 The contractor is required to nominate /appoint a supervisor (s) who will supervise, control, and give directions to the resource(s) / contract workers for discharging the contractual obligations. It may be noted that the nominated "Supervisor" of the contract cannot be a contract worker under any contract at BCPL. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.

10.2 A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.

10.3 The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of BCPL while at the site/work. All existing and amended safety / fire rules of BCPL are to be followed at the work site by the Contractor and his deployed resource(s) /contract workers.

10.4 The attendance and leave record of the contract workers deployed by the contractor shall be maintained by the designated supervisor/site in charge of the Contractor whose contact details like mobile phone no, office address shall be communicated by the contractor to Engineer In-charge of the Contract. He should visit the BCPL premises on all working days to attend to the contractual obligations, interact with the personnel deployed by the Contractor and manage the workforce of contractor deployed in the contract e.g. the monthly attendance, leave details, Identity cards, police verification of contractor's personnel etc.

11. Personal Protective Equipment (PPE) / Safety Kit and Liveries: Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.

12. In case of accident, injury or death caused to the resource(s) while executing the work under the contract, the Contractor shall be solely responsible for required medical support, payment of adequate compensation, insurance money etc. as per the provisions of the applicable Labour Laws and contract to the next kith & kin of injured / diseased. The contractor shall indemnify BCPL from such liabilities.

13. No mobile phone is allowed inside the battery limit of BCPL plant. Therefore, the Contractor's personnel are barred from carrying mobile phones in their workplaces.

14. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his personnel/staff.

15. Transportation of contract workers to the site and back shall be the responsibility of the contractor. The personnel deployed against this contract shall not be used for any other contract except without specific clearance from the EIC of the contract.

16. No accommodation will be provided to the contractor/contracting firm.

17. BCPL reserves the right to obtain Contractor's services on holidays as well as beyond the specified working hours, as per requirement and directions of the Engineer-In-Charge.

18. The Contractor's personnel shall not do any private work other than their normal duties within the BCPL Premises. In case the deployed personnel / manpower for assistance services of the Contractor are absent, a replacement should be provided.

19. Contractor shall be responsible for any loss that occurs to BCPL on account of execution of work due to negligence/lack of knowledge etc. Damages if any, to the structures /equipment during execution of work will be made good by the contractor without any claim and therefore should take utmost care while working.

20. The contractor/contracting firm shall not employ any person suffering from any contagious, loathsome or infectious disease. The contractor/contracting firm shall get his employees / workers examined by a Government Doctor before deployment.

21. No personnel of contractor/contracting firm and contractor himself shall be allowed to consume alcoholic drinks or any narcotics within the plant premises. No contract workers deployed by the contractor to create any nuisance or indulge in anti-social and criminal activities. If found under the influence of above, the contractor/contracting firm shall have to change/replace him, failing which, BCPL may terminate the contract.

22. The contractor shall get the police verification done, of the character and antecedents of workers/manpower for assistance services to be deployed in the BCPL Premises, from the place of present residence/domicile. In case any worker is found having criminal record, he shall have to be replaced immediately without assigning any reasons.

23. The dismantled parts of the equipment are to be kept in a clean place covered properly and the safe keeping of the parts/equipment from damage, theft; pilferage is the responsibility of the contractor.

24. All ladders, Safety-belts are to be securely fixed to avoid slipping or falling while working at heights.

25. Carrying/striking of matches, lighters or smoking or other such acts which may cause fire hazards in the plant is strictly prohibited.

26. Principal Employer reserves the right to fix up priorities which will be conveyed by Engineer-in-charge and the contractor shall plan and execute the work accordingly.

27. The contractor shall be responsible for the proper behaviour of all staff and workmen under his control. The contractor shall be bound to prohibit and prevent any workman from acting in anyway, which is detrimental or prejudicial to the interests of the community or of the properties or occupiers of the land and properties in the neighbourhood and in the event of the such employee so tress passing, the contractor shall be responsible thereof and immediately remove the workmen concerned and return the gate pass to the owner.

28. The following acts shall be considered as acts of indiscipline and sabotage, requiring immediate discharge of the workman from the work and cancellation of the gate pass.

i. Smoking within BCPL premises/work place.
ii. Being under the influence of intoxication at work place.
iii. Gambling during at work place.
iv. Deliberate Damage to BCPL machinery, tools & tackles and property.
v. Use of abusive language with supervisory staff, owner's employees & their family members and vendors, suppliers, visitors of the owner.
vi. Sit in/Dharna/Gherao/Manhandling at or around the work sites.
vii. Instigating fellow worker not to work and resort to disruption in work.
viii. Resorting to meeting with other workers at work sites.

29. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. Contractors shall undertake Periodical Health Check-up of all resources /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.

A) Category A contract (plant related work executed in battery limit) :

All the Contract Workers under the contract must undergo health-check up every 6 months (The first round of medical test to be done within 03 (three) months and second within 09 (nine) months, 3rd 15 (fifteen) and 4th round within 21 (twenty one) months from the date of commencement of the contract) and Minimum Tests to Conduct: 1. BRE, 2. ECG, 3. PFT, 4. Audiometry. For drivers minimum test also include the Eye Examination apart from the above

tests. Contractor has to submit the relevant forms (Format for Health Check-up duly filled & Attested by the Doctor Concerned and Form no. 28).

- Format of Health Check-up and Form No. 28 is as per format attached with the SCC.
- Contractor has to submit the following to the EIC towards compliance of the same on or before 25th March and 25th September (may vary based on start date of contract) every year:

  i) Format of Health Check-up
  ii) Form No. 28
  iii) Original reports of examination
  iv) Any other documents/form/format as prescribed by act/rule or as advised by HR department of BCPL from time to time.

B) Category B contract (Non-plant related work executed outside battery limit) :

All the Contract Workers under the contract must undergo health-check up every 12 months (The first round of medical test to be done within six (06) months and second round to be conducted within eighteen (18) months from the date of commencement of the contract) and Minimum Tests to Conduct: 1. BRE, 2. ECG, 3. PFT, For drivers minimum test also include the Eye Examination apart from the above tests. Contractor has to submit the relevant forms (Format for Health Check-up duly filled & Attested by the Doctor Concerned and Form no. 28).

30. No resource(s) or representatives of Contractor (including Contractor) be allowed to consume alcoholic drinks or any narcotics within the premises of BCPL (including Plant, Office and Residential Township area etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) /contract workers with intimation to the EIC.

31. The Contractor is required to maintain all Registers and other records in an office within the premises of BCPL or at a place within a radius of three kilometers.

32. Contractor shall abide by all necessary licenses/permissions from the concerned authorities as applicable & provisioned under the various labour legislations.

33. Contractor to display Abstract of the Acts as applicable under various Labour Laws.

34. Engagement of resources /contract workers:

a) Contractor shall deploy adequate number of qualified and experienced personnel to discharge the
contractual obligations effectively.

b) While engaging / deploying the resources / contract workers, "Contractor will ensure engagement of
local persons in Un-skilled category of work .

So far as engagement of Semi-Skilled and Skilled category of manpower in the said work is concerned,
the contractor will give preference to local persons fulfilling the technical requirement of the job/work.

c) Contractor required to make efforts to provide opportunities. of engagement to the people belonging to
Scheduled Castes and weaker sections for the society also in order to have a fair representation of these sections."

35. Gate/ Entry Pass or Authorization:
Entry to the premises of BCPL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.

36. The Contractor shall issue Identity cards in his firm's name to the resource deployed. Contractor shall not use the LOGO of BCPL in their I Cards or any other documents.

37. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.

a. The Contractor (including his sub-Contractors/Petty Contractors etc., if allowed) will undertake police verification in respect of the resource(s)/contract workers engaged by him in BCPL worksites. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.

b. Contractor(s) required to install Bio-matric system at his own cost to monitor attendance /movements of contract workers.

c. Further, the Contractor is advised not to deploy any resource/contract workers having past criminal records.

d. In the event of violation of the above clauses at (a) and (b), the Contractor will be solely responsible for the same.

e. If any such resource(s)/ contract workers having criminal record is deployed by

the Contractor in the premises of BCPL and has come to the notice of BCPL at any point of time, the Contractor shall immediately replace that resource(s), failing which that resource(s) of the Contractor will not be allowed to enter the premises of BCPL.

Chapter -III
(Compliance of Government of India Directives)

1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)

Contractor shall, ensure that all its resources /contractor workers deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of BCPL. The Contractor shall submit evidence / proof to BCPL in this respect. Both the schemes are to be regulated continuously on a yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

2. Labour Identification Number (i.e. LIN) Registration (Mandatory)

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to- day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Laboure Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in BCPL.

3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) / Aatmanirbhar Bharat Rozgar Yojana (ABRY)/ Pradhan Mantri Garib Kalyan Yojana- if applicable

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme / Aatmanirbhar Bharat Rozgar Yojana (ABRY) /Pradhan Mantri Garib Kalyan Yojana (as applicable). In service contracts, the Contractor shall inform BCPL/Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).

Chapter -IV

(Records and Registers under various applicable Labour Laws /(Code on Wages - 2019) (after it come into force)

1. Maintenance of records and registers

The Contractor is required to maintain statutory records and registers for applicable labour laws as prescribed under Ease of Compliance to Maintain Registers under the various Labour Laws, 2017

2. The Contractor has to maintain the following (but not limited to) Registers/ Forms/ Reports / Returns at all times:

a) Employee Register/Muster Roll
b) Wage Register
c) Register of Loan & Advance / Recoveries
d) Accident Book
e) Attendance Register / Muster Roll
f) Register of Overtime
g) Register of rest/leave/leave wages in
II Copies of Wage Slips in FORM XIX
g) Copies of Employment Card in FORM XII
h) Contractor to file Half Yearly return to Regional Labour Commissioner (Central) in Form -XXIV within 30 days from the end of half year.

3. Documents to be submitted by the Contractor to EIC at various stages during the currency. of the contract

a) Immediately after issuance/receiving of Letter o(Acceptance (LOA I

i. Details as required for issuance of FORM - VII (Notice of Commencement of Work)
ii. Application for issuance of FORM —III (Form of Certificate by Principal Employer) for obtaining Labour License from Licensing Authority for engaging 20 or more resources.
iii. Copy of FORM - VI (License) before commencement of work if 20 or more resources are engaged.
iv. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner as per the provisions of EPF &MP Act. 1952.
v. Copy of ESI Registration Certificate issued by concerned ESIC as per the provisions of ESI Act. 1965.
vi. Copies Insurance Policies such as WC, GPA etc.
vii. Copy of Labour Identification Number (i.e., LIN) Registration done in Shram Suvidha Portal of Govt. of India.
viii. Copy of registration under the Building and Other Construction Workers (RE&CS) Act, 1996 in case he employs ten or more building workers in any building or other construction work.

4. Document to be submitted along with Monthly RA Bills.

i) Muster Roll / Attendance Register
j) Wage Register
k) ECR Challan with TRN Number towards deposition of EPF.
l) ESI Challan
m) Proof of deposit of Cess under Building and Other Construction Workers "Welfare Cess" (as per applicability)
n) Statement in support of RA Bills.

SECTION - V
SPECIAL CONDITIONS OF CONTRACT (SCC)-Part B

1.0 INTRODUCTION:

1.1 The Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, Scope of Work, Schedule of Rates, Specifications, Drawings and any other documents forming part of the contract, wherever the context so requires.

1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of the document shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnance's or variations in the Special Conditions of Contract and are not possible of being reconciled with the provisions of General Conditions of Contract.

1.4 The work is to be carried out in "restricted area" and contractor will have to work strictly as per instruction of Engineer-In-Charge and obtain permission in standard format for every employee working for him, who are liable for physical check by competent authority as decided by Engineer-In-Charge at any time. For other than restricted area , job is to be executed as per instructions of EIC.

1.5 The intending Bidder shall be deemed to have visited the site and gone through the GCC. Non familiarity with site conditions and unawareness of GCC shall in no way be considered a reason for any extra claim or for not carrying out the work in strict conformity with the drawings, specifications or provisions of contract.

2.1 Subletting of work without prior written permission of BCPL: No contractor/contracting firm shall sublet or assign any work in part or whole to any individual, proprietorship firm, partnership firm, private ltd. Company, etc. without prior written permission of BCPL.

3. MOBILIZATION PERIOD:

3.1 The work covered by this contract shall be commenced within **15 days** from the date of issue of FOA/LoA whichever is earlier.

3.2 No mobilization advance is applicable in the contract.

4. CONTRACT PERIOD/EXTENSION OF CONTRACT PERIOD :

4.1 The contract will be valid for a period of 02 (two) years from the date of issue of FOA/LOA or as mentioned in FOA/LOA. The Contract may be extended by BCPL for further period of 6 months on same rate, terms & condition.

4.2 The decision of the "ENGINEER-IN-CHARGE" regarding extension of the contract shall be final and binding on the contractor.

5. OTHERS:

5.1 The contractor shall be required to furnish proof/copies of forms/returns as per the checklist/statement attached hereto every month along with the monthly bills to the Engineer –In- Charge. The checklist is indicative for immediate requirement after issuance/ receiving of Letter of Intent (LOI)/monthly bills/ final bill and other forms/returns as required under various acts shall be required to be filed / maintained by the contractor himself regularly.

5.2 The personnel to be deputed by the contractor shall observe all security, fire & safety rules of BCPL while at the site/ work. His work/ services will be supervised by the supervisor of the contractor. Contractor has to be strictly adhering to guidance, instructions whenever required.

6. WORKING HOURS:

Normal working hours will be from 8.30 A.M. to 5.00 P.M in a day for general shift with a break of half an hour for lunch. Further, works will be carried out by the contractor personnel on round the clock basis in 3 shifts (A shift – 06:00 hrs. to 14:00 hrs, B shift – 14:00 hrs. to 22:00 hrs. & C shift – 22:00 hrs. to 06:00 hrs.). The working time can be changed as per requirement of work as decided by EIC / site in charge.

7. UNIFORM & PPE AND PENALTY:

7.1 Uniform & PPE

Contractor to provide PPE as detailed below . The first lot of safety wear & PPEs to be provided within two (02) month and second lot to be provided within fourteen (14) months from the date of commencement of work. The reimbursement for the same shall be made by BCPL to the contractor on production of necessary documentary evidence against purchasing and distribution to the workers. Colour and specification of the uniform shall however be finalized in consultation with Engineer-in-charge / Site-in-charge / F&S representative.

In case, the contractor fails to provide the same within the above defined periods, an amount of Rs. 5,000/- per lot per month of delay will be deducted from contractor's bill till 3 months. Subsequently, BCPL will take appropriate action for providing of Uniform & PPEs to the contract workers and also penal action shall be initiated towards non-compliance as per provision of contract.

a) Details of Safety Kit requirement is as follows[Ceiling Limit Rs 3000.00**]**

Sl.No.	Description	Quantity(Nos.)/Year.
1	Trouser(Cotton)	Two
2	Full Shirt(Cotton)	Two
3	Safety Shoes	One Pair
4	Cotton Socks	Two Pairs
6	Helmet	One (Blue Colour)

*Coverall may require to provide in place of item no. 1 & 2, wherever applicable.

b) Details of Safety Kit requirement is as follows[Ceiling Limit Rs 3000.00**] ***

Sl. No.	Description	Quantity(Nos.)/Year.
1	Trouser(Cotton)	Two
2	Full Shirt(Cotton)	Two
3	Safety Shoes	One Pair
4	Cotton Socks	Two Pairs
6	Helmet	One (Blue Colour)
7	Gum boot	One
8	Rain coat	One

*Coverall may require to provide in place of item no. 1 & 2, wherever applicable.
* Applicable for F&S contract only.

Additional responsibilities of the contractor:
(Following clause will supersede as per applicability during execution of the contract provisions mentioned anywhere of this document):

The contractor shall ensure that the employees/ workmen employed by him, shall, at all times, be neatly and properly dressed in appropriate cotton uniforms along with safety shoes and safety helmets as per standard safety norms. The use of uniform / protective clothing is a must for each workman at site. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ F&S/ Central agency of BCPL from time to time during execution of contract shall be binding on the contractor.

8. GUIDELINES FOR IMPOSITION OF PUNITIVE FINES AGAINST VIOLATION OF SAFETY, HEALTH AND ENVIRONMENT RELATED NORMS:

Punitive fines on contractors are imposed for repetitive violation of safety rules & regulations during execution of jobs. The objective of punitive fines is to work as deterrent for contractors in violation of safety rules & regulation and to improve safety atmosphere in general at all site.

Guidelines for imposition of penalty are as below:

1) For first time violation of safety rules & regulation by any contractor,EIC will issue a warning letter to contractor with intimation to HoD (F&S).

2) In case of second time violation of safety rules & regulations by same contractor, Competent Authority will call contractor in person and will have a meeting to discuss reason for repetitive violation along with EIC and HoD (F&S). A warning letter will also be issued by EIC to contractor.
3) In case of further violation, punitive fines will be imposed on contractor. However, minimum fine would be Rs.5,000/- per instant and will be limited to Rs 25,000/- as maximum cumulative penalty. In case the contractor repeats the violation, based on report of F&S department, necessary penal action shall be initiated towards non-compliance of contractual provision.
4) All contract workers under the contract shall enter BCPL premises wearing PPEs. BCPL reserves the right to debar the worker(s) from entering the premises if found not wearing the PPEs (helmet, safety shoes and uniform).

Penalty in case of failure to render services under the contract:

a) If the contractor fails to mobilize the required resources within stipulated time as decided by Engineer-in-Charge, BCPL may terminate the contract and get the work done at the risk and cost of the contractor.
b) In case of non-availability of the services by the contractor on any day, BCPL has the right to get the same done by any other agency at the risk, cost and responsibility of the contractor. Further a penalty of 15% of the category wise amount due to the contractor on a particular day will be deducted if services are not available for that particular day for each category per head. The decision of the Engineer-In-Charge shall be final and binding in this regard.

c) In case of non-availability of services due to Labour Strikes for reasons not attributable to BCPL, resulting in hampering/ affecting the site activities, penalty of upto Rs. 10,000/- per day shall be imposed on the contractor. The decision of the Engineer-In-Charge shall be final and binding in this regard.
d) The contractor shall ensure the proper handling of the spares, special tools, facilities provided by BCPL. If any damage and breakage is found, the cost of the items plus 15% overhead shall be back charged to the contractor from his Running bills.

9. TERMS OF PAYMENT:

The Measurement of Work and payment thereof will be done as deliberated in measurement and payment methodology.

9.1 The contractor is required to submit monthly running bill in the 1st week of the month in duplicate to ENGINEER-IN-CHARGE along with the copies of separate measurement sheets of executed jobs during previous month by first week of every month, for job certification and payment. The payment against monthly RA Bill shall be released based on the actual executed job, duly certified by EIC.

9.2 The payment shall normally be made within 15 (fifteen) days of submission of bill to ENGINEER-INCHARGE after statutory deductions as applicable.

9.3 The contractor shall submit a certificate along with each running bill that the contractor has obtained the EPF code no. (Code number to be indicated) and EPF contribution in respect of contractual labour up to the previous bill has already been deposited with the PF commissioner.

9.4 Final bill along with No claim & No demand certificate shall be submitted within 30 days of completion of contract period.

9.5 In no case payment of the bills shall be made if the jobs are not certified by the site engineer from time to time.

9.6 The contractor shall submit the Monthly Bill along-with Measurement Sheet, Abstract of Payment & other required documents (*refer relevant clause towards document to be submitted with monthly & final Bill*) in the 1st week of the month and payment will be made within 15 days of submission of proper bill on certification of EIC through RTGS.

9.7 Final bill shall be processed after reconciliation of PF amount deposited to EPF with amount mentioned in wage register of each engaged workmen and contractor's contribution during the contractual period and after fulfilment of all BCPL requirement.

9.8 The payment of wages to the workmen for the calendar days in a month (Ex. March month consists 31 days) shall be made normally on 1st working day of subsequent month and in exceptional circumstances it should be made on or before 7th of subsequent month (e.g., For the work taken in the month of July the workers payment shall be made on or before **7th of Aug**) through e- payment. Documentary proof of the same is to be attached with monthly running bill.

10. DOCUMENTS TO BE ATTACHED WITH BILL:

Following documents are to be furnished along with the bill at the frequency as given in the table. Further, any guidelines/ regulation/ penalty etc. with regards to this clause notified by HR/ F&S/Central agency of BCPL from time to time during execution of contract shall be binding on the contractor:

Documents to be submitted with Monthly bill		
SN	**Document**	**Periodicity**
A	Copy of labour license (CLRA/ISMW/BOCW as applicable)	With first bill
B	Copy of comprehensive insurance cover i.e. ESIC (Employee's state insurance Compensation)	With first bill
C	Copy of Contract Agreement	With first bill

D	**Contractor has to maintain registers under Contract Labour(R&A) Act, 1970 like:-**	
D.1	Muster Roll in Form XVI	Every month
D2	Summary of category wise manpower deployment during the month duly certified by EIC	Every month
D.3	Register of Wages in Form XVII	Every month
E	**Copies of Forms under Employees' Provident Fund & Miscellaneous Provisions Act, 1952 if applicable**	
E.1	Copy of PF Registration letter from RPFC, Form 2	With first bill
E.2	PF Challan	Every month
E.3	Copy of ECR(Electronic challan cum return)	Every month
E.4	Form 6A	At the end of financial year
E.5	Form 11 Declaration under EPF Act	During the time of deployment of Contract Labour.(With first bill and as and when one new contract worker join)
F	Copy of bank statement towards wage disbursement of previous month	Every month

Sl. No.	**Document to be submitted along with final bill.**
a	Copy of Certified Wage registers (Certified from EIC and Contractor) for the total contract period.
b	Copy of Work Completion Certificate
c	Copy of labour License (If, applicable)
d	Copy of Work Order
e	Copy of ECR
f	Undertaking from contractor regarding disbursement of wages to all the contract worker deployed through him.
g	No dues certificate from the contractor.
h	No claim certificate from the contractor.
i	Copy of certified wage registered(Certified from EIC & Contractor) for the total contract period
j	Indemnity Bond of Rs. 100/- duly notarized from the Notary indemnifying BCPL from all the liabilities w.r.t the persons engaged by the contractor regarding payment of wages, Provident fund, Insurance and other payments etc.
k	Any other document as per statutory requirement

11. DEFECT LIABILITY PERIOD:

The Defect Liability Period is not applicable for this contract.

12. INSURANCE & DAMAGE TO PROPERTY:

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

13. MINIMUM GUARANTEED AMOUNT:

The minimum guaranteed amount is not applicable for this contract.

14. TERMINATION OF THE CONTRACT:

BCPL may at any point of the time during the currency of the contract and solely at its discretion terminate the contract due to non-performance or any other reason in full and in part by giving 30 days' notice before expiry of full term/extended term of contract.

15. LOCAL CONDITIONS:

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

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

16. IDENTITY CARD/ GATE PASS FOR WORKMEN

Contractor shall arrange to provide photo identity card /Gate Pass to all deployed personnel along with the proof of residence of the personnel by him for entry into the plant premises for safety and identification purpose only.

Contractor to obtain smart ID card i.e. RFID tagging. The cost for the same to be borne by contractor and to be re-imbursed by BCPL at actual.

17. PRICE REDUCTION SCHEDULE (PRS)

Not applicable

SCOPE OF WORK AND SPECIFICATION-TECHNICAL

1.0 DESCRIPTION OF WORK

1.1 INTRODUCTION

Brahmaputra Cracker and Polymer Limited, has set up a Gas Sweetening Unit & C2+ Recovery Unit at Lakwa by modifying the earlier LPG Plant acquired from GAIL. The Plant has been successfully commissioned on 04.12.2016 and since then it is running normal and producing C2+ Liquid. The Plant comprises various sections like Gas Sweetening Section, C2+ Recovery Section/ Propylene Refrigeration, C2+ Liquid storage bullets & Dispatch Terminal, Captive Power Plant along with utilities like Boiler, DM Water Plant, Nitrogen Unit, Effluent Treatment Plant, Compressed Air Unit, Drinking Water system, Gas Receiving Terminal(Near GAIL & ONGC plant) and BCPL township, Sivasagar etc.

Mechanical Maintenance Assistance shall be required in different sections of the plant for plant mechanical maintenance, shut down and normal Preventive Maintenance activities round the clock basis in shifts/general.

In addition, Hydra and Crane support shall be required in some critical mechanical activities and shutdown maintenance of the plant and contractor shall arrange the same on call basis as per instruction of Engineer In Charge.

The scope of the Service Contract for Mechanical Maintenance Assistance will require the contractor to deploy sufficient numbers of highly skilled, skilled and semi-skilled manpower in the sections for jobs mentioned below.

2.0 SCOPE OF WORK

The contractor shall execute the work as per the instruction of the engineer-in charge given from time to time for maintenance activities of the plant. The nature/scope of work shall be in general and not limited to the following: -
Labour/Manpower Services (without consumables)

A) A/B/C shift duty mechanical maintenance:

a) Manpower assistance required in shifts (three shifts a day) for round the clock (Total 3 Highly skilled, 3 skilled, 3 semi skilled and 3 un-skilled person per day)
b) The contractor shall provide special category highly skilled, skilled, semi-skilled and un-skilled manpower all the two years round on all working days to assist in maintenance such as lube oil top up, strainer cleaning, Preventive maintenance and other minor maintenance of Rotary equipment such as GEG, Compressors, pumps, blowers, fin fan etc and filter cleaning, valve/flange gasket replacement, blinding/D blinding of static equipment such as Heat Exchanger, vessels like Absorber, Flash Drum, Regenerator, Water Wash Column etc, Further assistance shall be required during trail run, shutdown, and troubleshooting as per

instruction of engineer / control room and to assist other miscellaneous mechanical jobs in field which may not be mentioned above.

c) The personnel are to be deployed in A/B/C shifts on round the clock basis.
d) All persons working in shift, man to man relieving to be maintained and the same to be ensured by contractor during the contract tenure.
e) However, in case of requirement the above persons may be called for G shift duties to assist major shut down activities.
f) Required machineries/tools shall be provided by the contractor in his own cost on returnable basis.
g) The contractor's scope of work and supply shall be as stated above, but not limited to the same.

B) G shift duty mechanical maintenance:-

a) Highly skilled, Skilled, Semi-Skilled and Un-skilled assistance required in general shift hours (0830 Hrs – 1700 Hrs). (total 22 person: 6 highly skilled, 5 skilled, 6 semi skilled and 5 Un-skilled person).
b) The contractor shall provide special category highly skilled, skilled, semi-skilled and un-skilled manpower all the two years round on all working days to assist in maintenance such major overhauling, Preventive maintenance and other major maintenance of Rotary equipment such as GEG, Compressors, pumps, blowers, fin fan etc including valve/flange gasket replacement, blinding/D blinding of static equipments such as Heat Exchanger, vessels like Absorber, Flash Drum, Regenerator, Water Wash Column etc, Further assistance shall be required during trail run, shutdown, and troubleshooting as per instruction of engineer / shift in-charge and to assist other miscellaneous mechanical jobs in field which may not be mentioned above.
c) However, in case of requirement the above persons may be called for shift duties A/B/C to assist shift maintenance activities.
d) Fabrication services shall include deployment of one fitter, one welder, one grinder, one gas cutter & one helper all the year round on all working days except Sunday and holiday. Deployment on Sunday and holidays shall be done as per requirement/as per instruction of EIC. Required machineries/tools shall be provided by the contractor in his own cost. Fabrication job covers welding/grinding/cutting of pipe,pipe fittings, structural etc, including other fabricated items dismantling and erection.
e) The contractor shall provide one fork lift driver with valid HEAVY DUTY LICENCE(HMV) all the year round on all working days except Sunday and holiday. Deployment on Sunday and holidays shall be done as per requirement/as per instruction of EIC.
f) Required machineries/tools shall be provided by the contractor in his own cost on returnable basis.
g) The contractor's scope of work and supply shall be as stated above, but not limited to the same.

C) Miscellaneous job/ Shutdown/extra duties. JOBS:

During the period of shut down and in normal operation of the plant and in other occasions there may be requirement of additional manpower/extra duties. Hence contractor to arrange the same and accordingly 2-3 days advance intimation will be given. The contractor's scope of work and supply shall be as stated above, but not limited to the same.

D) Deployment of Hydra and Crane:-

The Hydra and Crane to be deployed along with crew and sling, rope, d-shackle etc on call basis whenever some major maintenance would be carried out for erection/lifting/fitting/shifting etc of equipment and pipeline. 2-3 days advance intimation would be given. The contractor's scope of work and supply shall be as stated above, but not limited to the same.

Also the deployed Hydra and Crane shall be 100% fit for assigned job and well equipped with all safety devices and complied bellow mention valid documents as per check list:-

Checklist for Mobile Lifting Equipment:

Sr. No.	Checklist Points	Yes	No	Remarks
01.	Registration Certificate			
02.	Insurance			
03.	PUC			
04.	Fitness Certificate from DTO/RTO			
05.	Third Part Inspection/Competent Authority Inspection Certificate			
06.	Operator Driving License for HMV			
07.	Third Party Inspection/Competent Authority Inspection Certificate for ancillary lifting tools & tackles like D-Shackles, rope, sling, etc.			
08.	Physical condition of Vehicle-Light & Indicators, Reverse Horn, Hydraulic Cylinder, Cabin condition, tyres, etc.			
09.	Operator & Rigger Medical Fitness Certificate			
10.	Operator & Rigger Insurance coverage			

SCOPE OF SUPPLY BY CONTRACTOR:-

(1) All general tools required for all highly skilled and skilled fitter along with tool box, Required machinery, welding machine (1 Nos 3-phase & 1 Nos single phase),Gas set tools (Gas cutting hose with torch, oxygen and DA cylinder regulator, flash back arrestor, Argon cylinder regulator, hoses, torch etc, BCPL shall provide only cylinders with gas), tackles, Grinding machine(1 Nos AG-7 & 1 Nos AG-4) etc required to complete the fabrication job in all respect are in the scope of the Contractor. The above machinery shall be always available in working condition round the clock. For providing welding machine, grinding machine, tools etc no additional payment shall be made. All items shall be returnable.

(2) The gas cutting and argon welding set along with all accessories like regulator, hose, torch, lighter etc. shall be provided by Contractor. All items shall be returnable.

(3) Safety appliances such as safety belts etc and any other safety appliances as per requirement to be provided by the contractor to his personnel during the execution of the contract. All items shall be returnable.
(4) Other safety PPE supply items as per SOR, such as dust musk and cotton hand gloves shall be supply after sample one/pair approved by EIC.
(5) The contractor's scope of work and supply shall be as stated above, but not limited to the same.

SCOPE OF FREE SUPPLY BY BCPL:

BCPL shall supply the following items free of cost:

- Consumables such as cotton waste, markin cloth and other items required for maintenance jobs.
- Water, compressed air & inert gas if required.
- Electrical power for welding, drilling and grinding machine and also for other machine tools if required.
- Special tools as relevant to job on returnable basis. The same shall be returned to BCPL after completion of job.
- All the major tools and tackles / Special tools required for the jobs on returnable basis.
- DA, Oxygen & Argon gas with cylinders.

2.1 **PERSONNEL DEPLOYMENT (Experience, Qualification & Age):**

The persons deployed shall be assessed by the EIC for being suitable for the work assigned, prior to deployment. Persons deployed shall have at least ITI qualification in Fitter /Automobile trade (minimum 2 years duration). Minimum post-qualification years of experience in the field of Mechanical maintenance or projects in refineries/petrochemical plants/fertilizer plant/cement plant/steel plant etc for the different categories of manpower are as follows.

i. Highly skilled manpower : 15 years
ii. Skilled manpower : 10 years
iii. Semi-skilled manpower : 5 years
iv. Unskilled manpower : 2 years

The contractor will ensure engagement of 100% Project Affected Persons (PAP) and local persons in unskilled category (helper) of work for which the list of such persons will be provided by the Authorized Person of BCPL Authorities. The name of the Authorized person will be notified to the contractor by BCPL Authority from time to time.
So far as engagement of Semi- Skilled, Skilled and Highly-Skilled category of manpower in the said work is concerned, the contractor will give preference to PAPs and local persons fulfilling the technical requirement of the job/work.
Retirement age of the contract workers has been fixed as 60 years as per Memorandum of Settlement (MOS) dated 08-04-2022- ***Refer Annexure-VIA***

3.0 SCHEDULE OF RATE:

Price bid of techno commercial acceptable bidder shall be evaluated on overall basis.
The bidders are expected to quote their overheads & profit margin after careful analysis of cost involved for the performance of the complete item considering all specifications and conditions of contract and ensure minimum statutory payment throughout the contract period. In case it is observed that the rates quoted by the bidder is unusually low so as not to fulfill minimum statutory payment criteria for entire period of contract, it will be sufficient cause for the rejection of such bid unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such unusually lower rate (s) to be furnished by the bidder (on demand).
Hence bidders may quote their profit margin taking into consideration of all the statutory components which may increase as per Govt notification time to time during the entire contract period.

4.0 DURATION OF CONTRACT :

4.1 The duration of the contract shall be initially for a period of **(02) two year** with effect from the date of award of work and extendable on the same terms and conditions on discretion of BCPL.

4.2 Bidder should nominate a supervisor to take care of all manpower deployed round the clock basis and compliance of safety norms and statutory requirements by his deployed services. The contractor shall have to deploy one supervisor in general shift at his own cost to arrange the tools and tackles and overall control of their deployment as well as to control the manpower to be deployed in general shift and round the shift including Sundays and holidays. The supervision cost shall be included in the SOR items/bid value and no extra payment shall be admissible on this account. However the same supervisor shall not be used in any other contract.

SECTION – VI

HEALTH, SAFETY ENVIRONMENT [HSE] SPECIFICATIONS

SECTION - VI

HEALTH, SAFETY AND ENVIRONMENT [HSE] SPECIFICATIONS

1. SCOPE

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

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

2.1. Preferably, the Contract should have a documented 'HSE Policy' to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.

2.2. The Contractor shall ensure that the BCPL's 'Health, Safety and Environment [HSE]' requirements are clearly understood and faithfully implemented at all level, at sites.

2.3. Contractor shall promote & develop consciousness for health, safety & environment among all personnel working for the Contractor. Regular work-site meetings shall be arranged on 'HSE' activities to cover hazards involved in various operations during executing their jobs, location of First Aid Box, trained personnel to give First Aid, Assembly Points, standby Ambulance or vehicle and fire protection measures such as fire hydrant, water and fire extinguishers, etc.

2.4. Non-conformance of 'HSE' by Contractor [including his sub-Contractors] as brought out during review/audit by BCPL / external agency authorized by BCPL, shall be complied by Contractor and its report to be submitted to BCPL.

2.5. Contractor shall adhere consistently to all provisions of 'HSE' requirements. In case of non-compliance of continuous failure in implementation of any of the 'HSE' provisions, BCPL may impose stoppage of work and a suitable penalty for non-compliance. The decision of imposing work-stoppage, its extent & monetary penalty shall rest with BCPL.

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

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

2.8. Contractor shall assign competent & qualified personnel for carrying out various tasks/jobs as per requirement.

2.9. All equipment should be tested and certified for its capacity before use.

2.10. Contractor shall ensure storage and utilization methodology of materials that are not detrimental to the environment. Where required, Contractor shall ensure that only the environment-friendly materials are used.

2.11. All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules and regulations relating to hazardous material substances and waste. Contractor shall not dump release or otherwise discharge of dispose off any such materials without the express authorization of BCPL.

2.12. Contractor should obtain all work permits before start of activities [as applicable] like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use & implement all precautions mentioned therein.

2.13. Contractor should display caution boards, provide posters, banners at site office and work locations for safe working to promote safety consciousness, etc.

2.14. Contractor should carryout audits/inspections/supervisions at the sub-Contractor's works and should submit the reports for review by BCPL.

3. RELEVANT CODES FOR 'PERSONAL PROTECTION EQUIPMENTS'

IS: 2925 – 1984	Industrial Safety Helmets
IS: 47701 – 1968	Rubber Gloves for Electrical Purpose
IS: 6994 - 1973 [Part-I]	Industrial Safety Gloves [Leather & Cotton Gloves]
IS: 1989 - 1986 [Part-II]	Leather Safety Boots & Shoes
IS: 5557 - 1969	Industrial & Safety Rubber Knee Boots
IS: 6519 – 1971	Code of Practice for Selections, Care & Repair of Safety Footwear
IS: 11226 – 1985	Leather Safety Footwear Having Direct Molding Sole
IS: 5983 - 1978	Eye Protectors
IS: 9167 - 1979	Ear Protectors
IS: 3521 - 1983	Industrial Safety Belts & Harnesses

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SECTION – VII

PRICE BREAK-UP / BILL OF QUANTITIES (BOQ)

[Do not quote here]

BILL OF QUANTITIES [BOQ]

TENDER NO: _____

NAME OF WORK: " HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS" THROUGH GOVERNMENT E-MARKET PLACE (GEM)".

NAME OF BIDDER: _____

Sl. No.	Description of Item	UOM	QUANTITY	RATE (Rs)	Amount (Rs.)	Remarks
SOR 1	Mechanical Assistance against Highly skilled manpower for normal mechanical maintenance in G shift	MAD	3744	918.00	3436992.00	Not to be QUOTED
SOR 2	Mechanical Assistance against Skilled manpower for normal mechanical maintenance in G shift	MAD	3120	781.00	2436720.00	Not to be QUOTED
SOR 3	Mechanical Assistance against Semi-skilled manpower for normal mechanical maintenance in G shift	MAD	3744	650.00	2433600.00	Not to be QUOTED
SOR 4	Mechanical Assistance against Un-skilled manpower for normal mechanical maintenance in G shift	MAD	3120	556.00	1734720.00	Not to be QUOTED
SOR 5	Mechanical Assistance against Highly skilled manpower for normal mechanical maintenance in A/B/C shift duty	MAD	2496	918.00	2291328.00	Not to be QUOTED
SOR 6	Mechanical Assistance against Skilled manpower for normal mechanical maintenance in A/B/C shift duty	MAD	1872	781.00	1462032.00	Not to be QUOTED

SOR 7	Mechanical Assistance against Semi-skilled manpower for normal mechanical maintenance in A/B/C shift duty	MAD	2496	650.00	1622400.00	Not to be QUOTED
SOR 8	Mechanical Assistance against Un-skilled manpower for normal mechanical maintenance in A/B/C shift duty	MAD	2496	556.00	1387776.00	Not to be QUOTED
SOR 9	PPE dust musk(Nose).	EA	480			**To be QUOTED,**
SOR 10	PPE Cotton hand gloves single dotted(Preferably frontier brand).	PAIR	1920			**To be QUOTED,**
SOR 11	Mechanical Assistance against Highly skilled manpower for Miscellaneous job/Plant shutdown/ Extra duties in G/A/B/C shift duty	MAD	420	918.00	385560.00	Not to be QUOTED
SOR 12	Mechanical Assistance against Skilled manpower for Miscellaneous job/Plant shutdown/ Extra duties in G/A/B/C shift duty	MAD	300	781.00	234300.00	Not to be QUOTED
SOR 13	Mechanical Assistance against Semi-skilled manpower for Miscellaneous job/Plant shutdown/ Extra duties in G/A/B/C shift duty	MAD	300	650.00	195000.00	Not to be QUOTED
SOR 14	Mechanical Assistance against Un-skilled manpower for Miscellaneous job/Plant shutdown/ Extra duties in G/A/B/C shift duty	MAD	80	556.00	44480.00	Not to be QUOTED

SOR 15	Deployment of 14T Hydra with crew for 08 hrs duty on call basis at Lakwa, BCPL	DAY	45			**To be QUOTED,**
SOR 16	Deployment of Tyre mounted 40 T Crane with crew for 08 hrs duty on call basis at Lakwa, BCPL	DAY	20			**To be QUOTED,**
SOR 17	Per hour extra hiring charge beyond 08 hrs of duty for Tyre mounted 40 T Crane as per requirement at Lakwa, BCPL	HOUR	20			**To be QUOTED,**
SOR 18	Special Allowance @ 16%	Lumpsum	1	2688890.88	2688890.88	Not to be QUOTED
SOR 19	Non Statutory Allowance @ 33.33%	Lumpsum	1	5601295.81	5601295.81	Not to be QUOTED
SOR 20	Paid National Holidays & Festival leave(11 days)	Lumpsum	1	884786.22	884786.22	Not to be QUOTED
SOR 21	Leave with wages@1.25 days (approx 4.8%)	Lumpsum	1	1204596.23	1204596.23	Not to be QUOTED
SOR 22	Gratuity (approx 4.81%)	Lumpsum	1	808347.82	808347.82	Not to be QUOTED
SOR 23	Bonus @ 8.33%	Lumpsum	1	1399903.81	1399903.81	Not to be QUOTED
SOR 24	EPF @ 13 %	Lumpsum	1	1716324.48	1716324.48	Not to be QUOTED
SOR 25	ESI @ 3.25% / Workmen Compensation Insurance Policy (WC Policy)	Lumpsum	1	396010.56	396010.56	Not to be QUOTED
SOR 26	Cost of Safety Kit & PPE	Lumpsum	1	222000.00	222000.00	Not to be QUOTED

SOR 27	Shift Allowance (40+40+50)	Lumpsum	1	405600.00	405600.00	Not to be QUOTED
SOR 28	Medical check up	Lumpsum	1	110852.00	110852.00	Not to be QUOTED
SOR 29	**Contractors overhead & profit**	EA	24.00			**To be QUOTED in priced bid.** (**Value** to be quoted by bidder) **[Amount cannot be negative]**

A	Total Amount (Exclusive of GST)	
B	GST @.....%.	
C	Total amount to be quoted in GeM portal [A+B] including GST [to be quoted by bidder including FIXED PART (Not to be QUOTED) and 'To be QUOTED part' + GST	

NOTE:

BIDDER HAS TO QUOTE IN GEM PORTAL **SINGLE RATE INCLUDING GST** FOR THE ENTIRE SERVICE OF TWO YEARS AS MENTIONED IN THE BOQ CONSIDERING THE SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT

Bidders are requested to provide price break up as per above format. Price break up as provided shall not be a part of L1 evaluation. The above break-up uploaded by the bidder will be considered as part of the contract. In case of any mismatch in the amount quoted in the financial bid and the above format, thefigures/amount of financial bid will be considered.

	Name & Designation of authorized person submitting the tender on behalf of the Bidder:	
	Name of firm/ Contractor:	
	Date & Place:	
	Address of firm/Contractor:	

CUT-OUT SLIPS

ENVELOPE – (I): "BID SECURITY / EMD & TENDER FEE / POWER OF ATTORNEY AND INTEGRITY PACT ANY OTHER TENDER DOCUMENTS"

DO NOT OPEN

SUB:" HIRING OF SERVICES FOR MECHANICAL MAINTENANCEACTIVITIESAT BCPL LAKWA FOR A PERIOD OF TWO (02) YEARS" THROUGH GOVERNMENT E-MARKET PLACE (GEM)".

TO

CONTRACTS & PROCUREMENT DEPARTMENT.
M/s. BRAHMAPUTRA CRACKER AND POLYMER LIMITED
(A Government of India Enterprise)
Contracts & Procurement(C&P) Department
Administrative Building, PO: Lepetkata,
Dist.: DIBRUGARH, Assam
Pin Code: 786006
Phone No. 0373 2914636
Mobile No. 9954195756

FROM:

TO BE PASTED ON THE OUTER ENVELOPE CONTAINING

BID SECURITY / EMD & TENDER FEE, POWER OF ATTORNEY, INTEGRITY PACT, LINE OF CREDIT (IF APPLICABLE) AND ANY OTHER TENDER DOCUMENTS